CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 8, 2020, 5:30 PM

Please join my meeting from your computer, tablet or smartphone.

https://global.gotomeeting.com/join/459847301

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679
- One-touch: tel:+18668994679,,459847301#

United States: +1 (312) 757-3119
- One-touch: tel:+13127573119,,459847301#

Access Code: 459-847-301
To make a written comment on a specific item, please fill out this form **or drop your written comment in the parking ticket ticket box before 4:00 PM, on June 8, 2020.**

A. **NOTICE TO PUBLIC**
   The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. **CALL TO ORDER**
   Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**
   Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin.

E. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

F. **CONSENT AGENDA**

1. Approve May 26, 2020, Minutes And Bill List $1,106,712.56

   Documents:

   2020-05-26_Council Minutes.pdf
   2020-06-08_BillList.pdf

2. Appoint Mike Mason And Carol Hibbs To Fisher Community Center Board

   Documents:

   2020-05-27_HIBBS APP FCC BOARD.pdf
   2020-05-27_MASON APP FCC BOARD.pdf
   rpt_BoardsRoster-FCC TRUSTEES.pdf

3. Approve New Tree Trimmer License, Joe Otten, Dba Speedy's Lawn Care Services, EXP 6/14/2021

   Documents:

   TREE TRIMMER INS EXP 2021-06-14_Speedy Lawn Care.pdf

4. Approve New Tree Trimmer License, Jose's Tree Service, Jose Zamora, Ins Expires 5-2-2021

   Documents:

   2021-05-21_JOSE TREE SERVICE, JOSE ZAMORA.pdf

5. Receipt Of Civil Service Certified New Hire List, Police New Hires

   Documents:

   2020-06-04_Civil Service List (Police Officer June 2020).pdf

6. RESOLUTION 2020-160 APPROVING FACADE GRANT FOR BIG 8 TYRE

   Documents:

   Resolution to Approve Facade Application for 102 E State Street.pdf
   102 E State Street Big 8 Tyre Facade City Council Request2020.pdf
   FacadeGrantListing Updated June 4 2020.pdf

7. RESOLUTION 2020-161 APPROVING AN AGREEMENT WITH IOWA VALLEY COMMUNITY COLLEGE DISTRICT FOR THE OPERATIONS OF A GOVERNMENT/EDUCATION CABLE TELEVISION CHANNEL AND COMMUNITY MARKETING

   Documents:

Res Approving McTV Agreement.pdf
Memo on McTV Agreement.pdf
IVCCD - Cable TV Channel Community Marketing.pdf
05-26-2015_2015-079_M508210-FILED McTV 28E agreement for McTV 2015 - 2020.pdf

8. RESOLUTION 2020-165 APPROVING CONTRACT CHANGE ORDER FOR THE WPCP DIGESTER CLEANING A DECREASE OF $56,000.00

   Documents:

   WPCP ResChange order.pdf
   Scanned from a Xerox Multifunction Printer (2).pdf

9. RESOLUTION 2020-166 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT HANGAR PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES,INC. AN INCREASE OF $53,836.00

   Documents:

   4482-Hangar-ESA Amendment No.2-6-2-20.pdf
   APR19001 Hangar Engineering Amendment.pdf
   06-08-2020_CGA AESA Airport Terminal Hangar and Vault Memo.pdf

10. RESOLUTION 2020-167 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT TERMINAL PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES,INC. AN INCREASE OF $107,600.00

    Documents:

    APR19001 Terminal Engineering Amendment.pdf
    APR19001 Terminal and Site Amendment.pdf

11. RESOLUTION 2020-168 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT VAULT PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES,INC. AN INCREASE OF $39,400.00

    Documents:

    APR19001 Vault Engineering Amendment.pdf
    APT19001 Vault Amendment.pdf

12. RESOLUTION 2020-169 TO APPROVE FEDERAL GRANT AGREEMENT #3-19-0058-0017-2020 TO CONSTRUCT HANGAR: PHASE 2 FOR THE MARSHALLTOWN MUNICIPAL AIRPORT PROJECT ARP19001

    Documents:

    Airport Approve Grant .pdf

APR19001Hangar and Vault-Grant Application.pdf

G. **RESOLUTIONS**

1. TENTATIVE RESOLUTION 2020-162 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO [WINNING BIDDER]

   Documents:

   proposed fire station contract.pdf
   TENT RES SALE CITY PROPERTY 109 S 1ST AVE AND 8 E LINN ST PKG LOT.pdf
   NPH SALE CITY PROPERTY 109 S 1ST AVE AND 8 E LINN ST PKG LOT.pdf

2. RESOLUTION 2020-163 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE EAST MERLE HIBBS EXTENSION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. ECO19001 IN THE AMOUNT OF $2,553,470.75

   https://www.marshalltown-ia.gov/Bids.aspx?BidID=78

   Documents:

   Final Bid Tabulation.pdf
   ECO19001 Res Accept Bid.pdf

3. RESOLUTION 2020-164 APPROVING AMENDED #1 ENGINEERING SERVICES AGREEMENT FOR E. MERLE HIBBS ROAD CONSTRUCTION PROJECT ECO19001 FOR MCCLURE ENGINEERING CO. AN INCREASE OF $45,754.00

   Documents:

   ECO19001 Merle Hibbs Engineering Amendment.pdf
   ECO19001 Roadway Agreement Amendment 1.pdf

4. PUBLIC HEARING AND RESOLUTION 2020-170 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WASHINGTON STREET EXTENSION PROJECT NO. ECO20001

   https://www.marshalltown-ia.gov/Bids.aspx?BidID=80

   Documents:

   Public Hearing Reso.pdf
   05-26-2020_2020-144_ECO20001 Memo to Order Construction.pdf

H. **ORDINANCES**

1. ORDINANCE 14997 TO AMEND THE CODE OF ORDINANCES,

CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE FACILITIES OR VEHICLES, SECOND READING

Documents:

14997_ORDINANCE TRANSIENT VEHICLE INSPECTION - FIRE CODE COMPLIANCE.pdf
14997_MEMO.pdf

2. ORDINANCE 14998 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY, SECOND READING

   Documents:

   14998_MEMO PARKING FEE.pdf
   14998_ORDINANCE PARKING PENALTY.pdf

I. **DISCUSSION**

1. UnityPoint Health South Campus, Secondary Public Street Access

   Documents:

   CC Memo Unity Point.pdf
   Unity Point Attachment.pdf

2. Central Iowa Fair Board Sidewalk Update

   Documents:

   CIFB counteroffer.pdf
   06-08-2020_12th Ave Sidewalk Counteroffer Memo.pdf

3. Discussion Of Land Trade With MCSD - Council Member Hoop

   Documents:

   2.10.20 Council Minutes.pdf

4. FY21 Proposed Borrowing

   Documents:

   6.8.20 Memo on FY21 Bonding.pdf
   4th St.Meadow Ln Storm Sewer.pdf
   SPEER FINANCIAL 2020 Marshalltown GO Tax Levy 10m All Debt.pdf

5. Fee Changes, Compost

   Documents:

   COMPOST FEES.pdf

6. Fee Changes, Planning & Zoning

   Documents:

   Zoning Fee Memo.pdf

7. Fee Change, Parking Ticket Collection Fee

   Documents:

   06-08-2020_discussion_MEMO COLLECTION FEE PARKING.pdf

J. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

K. **ADJOURN**

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

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

Council proceedings
May 26, 2020

Mayor Greer called the meeting to order at 5:30 PM, May 26, 2020, in the Council Chambers at10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Cahill, Martin and Wirin fully participated via speakerphone. Due to COVID-19 imposed distancing, the public attended via Go-To-Meeting, and had options to present written comments prior to the meeting, as well as during the meeting via the interactive live-stream meeting.

CONSENT AGENDA:

Thompson moved to adopt the consent agenda, Approve May 11, 2020. Minutes, Bill List $7,497,739.25; Approve April 2020 Financial Statements; RESOLUTION 2020-140 APPROVING A QUOTE FROM ALLIANT ENERGY TO REPLACE STREET LIGHTS IN THE DOWNTOWN AREA; RESOLUTION 2020-141 ADOPTING SUPPLEMENT 2018-S2 TO THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 14994; RESOLUTION 2020-142 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1996 Cat Forklift, Model GC15; RESOLUTION 2020-144 ORDERING CONSTRUCTION OF THE WASHINGTON STREET EXTENSION PROJECT ECO20001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-145 APPROVING IOWA DOT AGREEMENT 2020-R-005 FOR A RISE GRANT IN THE AMOUNT OF $1,640,342; RESOLUTION 2020-146 APPROVING AN AGREEMENT WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR TOURISM AND PROMOTIONAL SERVICES; RESOLUTION 2020-147 SUPPORTING AN ARTS PROJECT GRANT APPLICATION TO THE IOWA ARTS COUNCIL FOR PUBLIC ART FOR A DOWNTOWN POCKET PARK; RESOLUTION 2020-148 APPROVING POLICY PERSONALLY IDENTIFIABLE INFORMATION AND PROTECTED PERSONALLY IDENTIFIABLE INFORMATION, RESOLUTION 2020-149 APPROVING THE TITLE VI PROGRAM FOR MARSHALLTOWN MUNICIPAL TRANSIT, RESOLUTION 2020-159 APPROVING CONTRACT FOR ENVIRONMENTAL INVESTIGATION SERVICES WITH IMPACT7G, INC. RELATED TO THE EDGEWOOD STREET EXTENSION PROJECT, second by Isom. Motion carried 7-0.

Isom moved to approve the following Renewal Liquor Licenses, second by Gowdy.

Wandering Creek 2436 233rd St
Depot Liquor & Grocery 114 N Center St
Kwik Star #706 810 S. 3rd Ave.
Hy-Vee Food & Drugstore 802 S Center
Grocery Store Y Tortilleria LaVecindad 505 N 3RD AVE
Tremont on Main 22-26 W Main St
Hy-Vee Party Room 802 S Center St.
Mi Ranchito Mexican Grill & Seafood 1010 W LincolnWay
Zeno's Pizza 109 E Main Street
Tannin Inc. 125 East Main Street
Golden Land 11 E State Street
Friends of the Orpheum Theater 220 East Main Street

Motion carried 5-1, Hoop dissenting and Thompson dissenting due to his employment relationship with Hy-Vee.

Martin moved to approve the following Renewal State Tobacco Licenses, Through 6/30/2021, second by Isom.

7 Rayos Liquor Store 120 E Main St
Casey's - E Main #3228 916 E Main St
Casey's - Iowa Ave #3508 108 Iowa Avenue W
Casey's - N 3rd Ave #1303 111 N 3rd Ave
Casey's - S 12th Ave #1441 1402 S 12th Ave
Casey's - W Lincoln Way #1564 1009 W Lincoln Way
Family Dollar Store #22186 327 S 3rd Ave
Hy-Vee Drugstore 1706 S Center St
Hy-Vee Food & Drugstore 802 S Center St
Hy-Vee Gas 808 S Center St
Kwik Star #394 - S Center St 2500 S Center St
Kwik Star #607 - S 6th St 814 S 6th St
Kwik Star #706 - S 3rd Ave 810 S 3rd Ave
SHAG 2500 C Center St Spc 1450
Walgreens #03196 5 E Anson St
Wal-Mart Supercenter #581 2802 S Center St

Motion carried 5-1, Hoop dissenting and Thompson dissenting due to his employment relationship with Hy-Vee.

RESOLUTIONS:

Isom moved to approve RESOLUTION 2020-143 ORDERING CONSTRUCTION OF THE 1st STREET PARKING LOT PROJECT PLT19001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, amending by setting the public hearing for June 22, 2020, second by Gowdy. Amended Resolution adopted 6-1, Hoop dissenting.

Isom moved to adopt RESOLUTION 2020-150 REJECTING BIDS FOR THE ANSON PARK SHELTER PROJECT PRK20001, second by Wirin. Resolution adopted 7-0.

Thompson moved to adopt RESOLUTION 2020-151 ACCEPTING BID, CONTINGENT UPON THE RECEIPT AND EXECUTION OF GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE CONSTRUCTION AIRPORT TERMINAL AND HANGAR IMPROVEMENTS PROJECT ARP19001, second by Isom. Resolution adopted 6-1, Hoop dissenting.

Gowdy moved to adopt RESOLUTION 2020-152 ACCEPTING BID, CONTINGENT UPON THE RECEIPT AND EXECUTION OF GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE CONSTRUCTION OF THE AIRPORT VAULT IMPROVEMENTS PROJECT ARP19002, second by Martin. Resolution adopted 6-1, Hoop dissenting.

Isom moved to adopt RESOLUTION 2020-153 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE S. 6th St & MERLE HIBBS CULVERT REPAIR PROJECT SMW19002 IN THE AMOUNT OF $59,906.00, second by Gowdy. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2020-154 AMENDING THE OFFER TO PURCHASE WITH LANDOVER CORPORATION AND FLINT HILLS HOLDINGS TO EXTEND THE CLOSING AND COMPLETION DATES, second by Isom. Resolution adopted 5-2, Thompson and Martin dissenting.

Isom moved to adopt RESOLUTION 2020-155 APPROVING A GRANT AGREEMENT WITH MCGREGOR'S FURNITURE FOR EXTERIOR WALL REPAIRS AT 105 WEST MAIN STREET, second by Gowdy. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-158 APPROVING A GRANT AGREEMENT WITH WIN KYAW FOR EXTERIOR WALL REPAIRS AT 9-11 EAST STATE STREET, second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for PUBLIC HEARING AND RESOLUTION 2020-156 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE EAST MERLE HIBBS EXTENSION PROJECT ECO19001 at 6:13 PM. There were no written comments, nor any public comments from the interactive web meeting. Mayor Greer closed the public hearing at 6:15 PM.

Hoop moved to adopt RESOLUTION 2020-156 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE EAST MERLE HIBBS EXTENSION PROJECT ECO19001, second by Isom. Resolution adopted 6-1, Thompson dissenting.

PUBLIC HEARING – development agreement

Mayor Greer declared the public hearing open for RESOLUTION 2020-157 APPROVE FLINT HILLS DEVELOPMENT AGREEMENT at 6:16 PM. There were no written comments, nor any public comments from the interactive web meeting. Mayor Greer closed the public hearing at 6:18 PM

Isom moved to adopt RESOLUTION 2020-157 APPROVE FLINT HILLS DEVELOPMENT AGREEMENT, second by Wirin. Resolution adopted 5-2, Martin and Thompson dissenting.

ORDINANCES:

Isom moved to adopt the first reading of ORDINANCE 14997 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE FACILITIES OR VEHICLES, second by Thompson. First reading adopted 7-0.

Isom moved to adopt the first reading of ORDINANCE 14998 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY, second by Thompson. Thompson moved to increase fire lane parking violations to $50, second by Isom. Amendment failed 3-4, Martin, Wirin, Cahill, Gowdy dissenting. First reading adopted 6-1, Cahill dissenting, due to the lack of adequate off-street parking in First Ward.

DISCUSSION:

The council discussed the following items:

FY21 Budget Update. Revenues are on target for FYE 6/30/2021, with the exception of Hotel Motel Tax and Road use tax. Hotel Motel tax receipts for FY 20 April – June are received in December, Road Use Tax is also paid periodically, with an estimate of about 25% shortfall. Road Use tax has a fund balance which will assist with cash budgeting for projects. Local Option sales tax is also expected to be reduced, up to 50%, with staff expecting a new estimate in August.

General Fund Budget Update, FY21. Staff reviewed the current debt schedule payments, the cash reserve balance, and asked council to consider authorization to utilize the cash reserve, if necessary, to meet some bond payments. In August 2020, the Iowa Department of Revenue should provide staff with more information of how the COVID-19 pandemic affected revenue streams used to pay bond debt. If the cash reserve is necessary, prior to using the cash reserve, the council will hold a hearing before the bond debt payment is used to pay the December bond payment. Isom moved to provide staff with an option to utilize the Cash Reserve Fund of $709,478 to pay bond debt, if necessary, second by Gowdy. Motion carried 7-0.

Local Option Sales Tax (LOST) Budget Update. The council did not state any opposition to not transferring funds from Local option Sales tax to the cash reserve fund. Thompson moved to fund McTV and support with Local Option Sales Tax and General Fund, for one more year, second by Isom. Motion carried 7-0. Gowdy moved to uncommit $50,000 earmarked for construction grants in the LOST fund, second by Thompson. Motion carried 7-0.

Review of Proposed FY21 Bonding. The council discussed the proposed bonding, and asked for additional discussion at the next meeting. The 4th Street / Meadowlane stormwater project is being budgeted for from the storm water utility program. The council will need to set the public hearing for the bond sale at the first meeting in July.

Refunding Bond Opportunity. Steiner recommended refunding some bonds at a cheaper interest rate to save about $24,000.

Cahill left the meeting at 7:30 pm.

Veterans Memorial Coliseum Update. Parks Director Hubbard informed the council the change orders for the Veterans Memorial Coliseum are at about $350,000.

2020 Aquatic Center Operation. Thompson moved to closed the center for the season, second by Martin. Motion failed, 2-4, Gowdy, Hoop, Isom and Wirin opposed. Cahill absent.

PUBLIC COMMENT

There were no written comments, nor any public comments from the interactive web meeting.

ADJOURNMENT:
Meeting Adjourned at 8:17 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST: Joel T.S. Greer, Mayor

Shari L. Coughenour. CMC, City Clerk

BILL LIST, JUNE 8, 2020

Advertising

Great.Wstrn.Bnk/1	14.61
T-R/31	1,773.82

Buildings/Improvements

Menards/1	24.97

Consulting & Professional Fees

Bernie.Lowe.Asc/1	355.26
C.P.M.I./1	10,825.00
CGA.Assoc/7	48,400.75
Dorsey&Whitney/1	15,000.00
Great.Wstrn.Bnk/1	50.00
GRIMES.BUCK.SCH/2	2,475.00
GTG.Architects/1	7,327.15
Iowa.One.Call/2	330.80
Lynch.Dallas.PC/6	4,675.50
MarshallCo.Abst/4	500.00
Stanard.Assoc/1	109.00

Contracts

A-1.Pest/2	60.00
AbarrotesLaSald/1	7,620.49
ARL/1	4,333.37
BDH/8	5,925.50
Bjelland.Plmbg/1	975.52
Caliber.Concret/1	8,454.12
Cummins.Service/1	704.57
CXT.Inc/1	50,432.00
Fisher.Comm.Ctr/1	8,333.37
Great.Wstrn.Bnk/4	887.16
Hansen,S/1	1,040.00
Hartwig.Plmbg/1	928.00
Hupp.Toyota.Lif/1	11,800.00
Iowa.One.Call/1	38.70
Koch.Office/1	54.99
McGregor.Co/1	30,470.00
Mikes.Turf.Righ/4	1,347.00
Open.Edge/2	45.75
Premier.Equip/1	45.54
Region.6.Planng/1	6,095.00
RICOH.USA.INC/4	111.35
Schendel.Pest.C/1	27.50
Servicemaster/1	805.00
Sje.Rhombus/1	2,500.00
Stone.Sanit/7	1,261.50
Teamwork1/1	6,640.61
Terracon.Conslt/1	2,574.50
VCA.Animal.Hosp/1	175.11
Verizon.Connect/2	720.48
Xerox.Corp/1	65.24

Debt Service

CRBT/2	8,707.57

Medical

HARTFORD.ACCTS/1	6,880.41
Health.Partners/4	46,001.22
Medtrak.Service/1	143.99
Philip.Ascheman/1	270.00
WellmarkSD/1	4,584.58

Payroll.Deductions

American.Educa./1	64.41
AMS.INC/2	169.44
AXA/1	325.00
Collection.Svs./4	1,125.96
Colonial.Life/1	435.76
Fidelity.Securt/2	401.75
Fire.Union.Dues/2	1,260.00
Galls.LLC/2	53.85
Great.Wstrn.Bnk/3	343.44
I.M.W.C.A/1	12,356.00
I.P.E.R.S./7	77,177.74
I.R.S./6	80,878.30
IA.Treasurer/3	17,328.00
ICMA.457/10	13,493.50
Linn.Co.Sheriff/3	269.00
M.F.P.R.S.I./4	114,961.83
Polk.Co.Sheriff/1	455.21
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/4	8,525.91
UAW.Local 893/1	148.48
United.Way/4	863.02

Payroll.Net

Payroll/1	289,622.54

Refund/Reimbursed

Baker,A/1	34.13
CATRON,J/1	31.33
Drummer,R/1	125.00
Gale-Hazen,K/1	41.67
Garcia,A/1	38.07
GOODING.B/1	828.29
Great.Wstrn.Bnk/6	175.82
Health.Partners/2	-100.75
Hunter,A/1	21.76
Jensen,K/1	73.30
Mahoney,J/1	50.05
MILLER,L/1	28.43
WARREN,C/1	54.82
Weatherman,M/1	38.14
Webb,W/1	24.76

Wilson,S/1	49.52

Rents/Leases

A LOT.INVESTMEN/1	806.00
Ackley.Housing/6	1,106.00
ALCALA,R/1	188.00
AMES,STEVEN/21	5,995.00
Bahr,Larry/1	264.00
Barnes,L/1	295.00
BJ&J.LLC/2	451.00
BLOOD,A/1	351.00
Borota,K/1	340.00
BOULDER.COOP.HS/6	1,314.00
Brodin,C/1	135.00
Brown,B/1	169.00
Bryngelson.Corp/1	643.00
Buckaroo.LLC/2	830.00
Burr,Robert/1	268.00
Chadderdon,A/1	316.00
Charlier,Q/1	139.00
Chilton,M/1	450.00
CIRSI/8	906.00
CMHC.INVEST/1	251.00
CROSSER,R/1	125.00
Dj.Rentals.Coop/1	250.00
Double.D.Entrp/1	384.00
Eakin,R/1	176.00
ECKLOR,S/3	985.00
Elwayne.Inc./3	949.00
Etter, W/1	482.00
Eubanks,C/4	1,467.00
Fischel.Holding/2	509.00
Frazier,J/1	374.00
Frese.Propts/4	979.00
FRIEND,T/1	195.00
Friendly.Valley/4	551.00
Garcia,M/1	275.00
Gonzales,G/1	409.00
Gossard.Mobile/1	270.00
Grant.Park.LLC/18	4,699.00
Gray,D/2	550.00
Hagele,D/1	200.00
Hala,J/3	875.00
HARRIS,T/1	324.00
Hatch,J/1	475.00
Hatch,R/5	2,044.00
Henricksen,H/1	267.00
HESSENIUS,R/2	200.00
Hilltop.Village/5	861.00
HOBSON,W/1	164.00
Hodges,K/1	365.00
Hsg.St.Cloud/1	818.00
HUBBARD.MAPLE/3	572.00
Ibarra,S/1	144.00
Iowa.PheasantAp/5	963.00
Jared,S/2	401.00
JBI.COOP.Assn/4	897.00
JDL.Rental.Coop/1	845.00
Johnson,S/1	490.00
Judge,M/6	2,334.00
Klinefelter,R/1	450.00
Krogh,D/1	251.00
LAWSON,R/2	353.00
Lawthers.Prop.M/3	1,272.00
LUENSE,B/5	1,660.00
Marion.Manor2/1	559.00
MATNEY,L/1	263.00
Mtwn/Westown/19	3,770.00
MURPHY,P/1	191.00
NAUGHTON,R/1	825.00
Nelson,L/2	470.00
Nichols,T/1	318.00
North.Tama.Hsg/2	275.00
Oetker,D/4	838.00
Palisade.Holdng/1	137.00
Park.Elms,LLC/2	335.00
Pilot.Creek/1	175.00
Premier.RE.Mgmt/6	3,091.00
PYLE,D/2	540.00
RA.Rental.Prop/1	358.00
Raveling,K/1	325.00
RD.Toledo,LLP/2	903.00
Ream,AJ/1	531.00
Reed,T/9	1,702.00
River.Birch/4	899.00
River.Oaks/12	4,237.00
S.E.Invst/2	580.00
Schmidt,M/1	450.00
SCOTT,L/1	422.00
SESKER,R/1	186.00
Specht,D/1	522.00
Specht,G/1	255.00
Squire,B/1	228.00
Steelsmith,G/5	1,123.00
Stichter,R/1	229.00
Sunrise.Apt/2	138.00
Switzer,T/1	485.00
Tallcorn.Tower/19	4,390.00
Titus,T/2	493.00

TOWN.APARTMENT/3	268.00
TREVRON,LLC/1	347.00
TTLC.Hsg/2	374.00
VanVoorst,M/1	228.00
VC.Investment/6	1,236.00
VEST,L/2	375.00
Weatherly.Erin/3	1,076.00
Worent.Inc/1	258.00
ZA.Properties/2	772.00
ZMOLEK,M/1	253.00
Service/Repairs	
Aponte,M/1	27.00
Arnold.Motor.Su/1	14.70
Atcher,R/1	3,630.00
BDH/1	79.34
Belin,T/1	7.00
Bjelland.Plmbg/1	189.00
Century.Link/75	1,283.14
Consolidated.Wa/1	158.98
Danner,M/1	7.00
Dave.WrightCDRJ/1	1,428.00
Earley,R/1	240.00
EQUIP.MGMT.CO/1	675.00
FIRSTNET.ATT/6	867.38
Gale-Hazen,E/1	75.00
Gale-Hazen,K/1	90.00
Great.Wstrn.Bnk/32	4,593.51
Grewell Lawn/1	1,700.00
Haus,K/1	31.00
Heart.of.Iowa/9	2,725.60
Hsg.St.Cloud/1	49.65
Hubbard,S/1	80.00
Kiwanis.PM/1	660.00
McAtee.Tire/3	333.00
Moran-Million,J/1	6.00
Mtwn.Wtrwrks/3	8,366.18
Nelson.Fab/1	150.00
QMG.Inc./1	238.00
SAYDEE,F/1	38.00
Scharnweber.Wtr/1	27.00
Serrano,A/1	6.00
Smith,A/1	31.00
T.S.Y.S./2	131.37
Supplies/Parts	
Adland.Engrvg/2	472.90
Arnold.Motor.Su/13	1,009.60
Bituminous.Mat/1	342.83
Browns.Shoe.Fit/1	157.50
Cellebrite.Inc/1	2,695.00
Cessford.Constr/4	10,373.37
City.Laundering/15	816.01
Cntrl.IA.Distr/1	178.00
Cntrl.IA.Farm/2	112.00
Concrete/8	1,485.32
Dave.Wright.Bui/1	186.64
Dave.WrightCDRJ/1	538.95
Eurolins.Test/1	44.10
Fastenal.Co/2	587.36
FIRSTNET.ATT/1	878.42
Galls.LLC/5	360.83
Great.Wstrn.Bnk/102	10,206.07
Hillers,C/1	94.16
IA.Prison.Ind/1	59.90
Keystone.Lab/1	135.00
Kieslers/3	2,297.34
Marsh.Co.Engr/21	7,753.27
McAtee.Tire/3	5,166.80
Midland.Scienti/6	754.05
Napa.Auto/2	39.96
Nutrien.Ag.Sol/1	392.78
Park,K/1	1,218.00
QMG.Inc./1	23.90
Racom.Corp/3	118.00
Sho.Biz Inc/3	36.94
Spahn.Rose.Lmbr/1	18.71
STAPLES/1	125.98
Sunshine.Filter/1	427.01
TACTICAL.MED.SL/1	233.15
Thiesens.Supply/11	960.38
Thompson.Tr.V/4	359.70
Traffic.Control/2	3,018.00
Vajgrt.R/2	155.00
Travel/Training	
Great.Wstrn.Bnk/1	45.04
Utilities	
Alliant.Energy/35	8,230.07
I.R.U.A./1	154.86
WoodRiver.Enrgy/1	62.76
Total/936	**1,106,712.56**

Print

Application for Appointment to Boards and Commissions - Submission #952

Date Submitted: 5/27/2020

Date

5/27/2020

Last Name	First name	Middle Initial
Hibbs	Carol	A

Street Address

2005 Elmcrest Drive

City	State	Zip Code
MARSHALLTOWN	IA	50158

Day Phone	Evening Phone	Cell Phone
641-752-8658		641-750-1739

Employer

Marshalltown YMCA-YWCA

(If retired, please indicate last employer and position held.)

Email

carol.hibbs@ymca-ywca.org

Volunteer Civic / Community Activity

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Additional Information Upload

Choose File No file chosen

Organization Interest

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- [ ] Bike Path Committee
- [ ] Board of Adjustment
- [ ] Civil Service Commission
- [ ] Claims Appeal Board
- [ ] Dangerous Building Board of Appeals
- [ ] Electrical Appeals Board
- [ ] Electricians Examining Board
- [ ] Housing Appeals Board
- [ ] Human Rights Commission
- [ ] Investment Advisory Board
- [ ] Library Board
- [ ] Marshalltown Softball Association
- [ ] Municipal Art Gallery / Fisher Center
- [ ] Parks Advisory Committee
- [ ] Public Housing Advisory Governing Board
- [ ] Plan Zoning Commission
- [ ] Trees Forever / Branching Out Committee
- [ ] Uniform Building Board of Appeals
- [ ] International Fire Code Board of Appeals
- [ ] Water Board
- [x] Other
- [ ] Landfill Commission

If other, please explain:

Fisher Community Center Board of Trustees

Please indicate why you have designated a particular Board / Commission on which you would like to serve:

I have been serving on the Fisher Center Complex Steering Committee and the Fisher Art Collection Committee over the past 2 years. I have an interest in continuing to help address current needs and plan for the future of the Fisher Center.

For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board / Commission.

Attendance of Members of All Boards and Commission

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

I do not intend to leave the city for long periods of time during my appointment:

- (•) Yes
- ( ) No

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board / Commission vacancy.

Carol Hibbs Resume 2019.doc

The City appreciates your time and volunteer spirit. Your application will be kept on file for one year. Please subscribe to receive volunteer opportunity announcements.

Applicant's E-Signature

Carol Hibbs

Meeting notifications are provided via email and posted on the City’s website.

Print

Application for Appointment to Boards and Commissions - Submission #954

Date Submitted: 5/28/2020

Date

5/28/2020

Last Name	First name	Middle Initial
Mason	Michael	J

Street Address

502 Springfield Drive

City	State	Zip Code
Marshalltown	Iowa	50158

Day Phone	Evening Phone	Cell Phone
		641-485-1835

Employer

Retired. Emerson- President North America

(If retired, please indicate last employer and position held.)

Email

masem51@gmail.com

Volunteer Civic / Community Activity

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Additional Information Upload

Choose File No file chosen

Organization Interest

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- ☐ Bike Path Committee
- ☐ Board of Adjustment
- ☐ Civil Service Commission
- ☐ Claims Appeal Board
- ☐ Dangerous Building Board of Appeals
- ☐ Electrical Appeals Board
- ☐ Electricians Examining Board
- ☐ Housing Appeals Board
- ☐ Human Rights Commission
- ☐ Investment Advisory Board
- ☐ Library Board
- ☐ Marshalltown Softball Association
- ☐ Municipal Art Gallery / Fisher Center
- ☐ Parks Advisory Committee
- ☐ Public Housing Advisory Governing Board
- ☐ Plan Zoning Commission
- ☐ Trees Forever / Branching Out Committee
- ☐ Uniform Building Board of Appeals
- ☐ International Fire Code Board of Appeals
- ☐ Water Board
- ☐ Other
- ☐ Landfill Commission

If other, please explain:

Please indicate why you have designated a particular Board / Commission on which you would like to serve:

Fisher Community Center Board of Trustees

For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board / Commission.

Attendance of Members of All Boards and Commission

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

I do not intend to leave the city for long periods of time during my appointment:

- ◉ Yes
- ○ No

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board / Commission vacancy.

Choose File No file chosen

The City appreciates your time and volunteer spirit. Your application will be kept on file for one year. Please subscribe to receive volunteer opportunity announcements.

Applicant's E-Signature

MJ Mason

Meeting notifications are provided via email and posted on the City’s website.

MARSHALLTOWN
IOWA

Board and Commission Roster

Board of Community Center Trustees

Department: Mayor

Dept. Phone: (641) 754-5712

Per City Code, Sec 31-047. A Board of Community Center Trustees of seven members to be appointed by the Mayor, with the approval of the City Council, is created, and such members shall have terms and qualifications as shall be provided by state law.

Term End Date	Member Contact Information		
INDEFINITE	**Dr David Clark** Marshalltown, IA 50158		dvclark56@gmail.com
INDEFINITE	**Joel T.S. Greer** 420 Hughes St Marshalltown, IA 50158	(641) 751-1221 (641) 752-5467	joel@cdrlaw.com
INDEFINITE	**Paul Gregoire** Marshalltown, IA 50158		Paul.Gregoire@emerson.com
INDEFINITE	**Carol Hibbs** 2005 Elmcrest Dr Marshalltown, IA 50158	(641) 752-8658 (641) 750-1739	carol.hibbs@ymca-ywca.org
INDEFINITE	**Michael Mason** 502 Springfield Dr Marshalltown, IA 50158	(641) 485-1835	masem51@gmail.com
INDEFINITE	**Cynthia J Ragland** 1502 W Lincoln Way Marshalltown, IA 50158	(641) 352-3544 (641) 750-0882	cynthiaragland@rocketmail.com
INDEFINITE	**Vacancy** Marshalltown, IA 50158		Need email

State of Iowa gender equality statistics:

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

UC#6165
thru 6-14-2021

CITY OF MARSHALLTOWN
APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Speedy's Lawn Care Services

Address of Business: 19533 H Ave, Wellsburg, IA 50680

Business Telephone: 641-849-0408

Owner(s) of Business: Joseph Otten

Home Address/ Telephone of Owners: 19533 H Ave, Wellsburg, IA 50680 (641) 849-0408

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

Sales Tax Number: Tax ID #82-2192276

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

Date of commencement of business: 07/01/2017

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

_____

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
Bobcat T700	N/A	Rental Company
- Stump Grinder Attach.	N/A	Rental Company
- Stumpex Attach.	N/A	Rental Company

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

Joseph Otten
Applicant

_____
Applicant

Date: _____
$25.00 Fee paid _____

Approved by City Council on _____

_____
City Administrator

7/98

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/20

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

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

PRODUCER	CONTACT NAME: Levi Frystie
Levi Frystie c/o FBL Financial Group Inc. 1317 14th Ave Eldora, IA 50627-1605	PHONE (A/C, No, Ext): (641) 939-5428 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farm Bureau Property & Casualty Insurance Company	13773
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
OTTEN, JOE SPEEDY'S LAWN CARE SERVICES 19533 H AVE WELLSBURG, IA 506807571

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP6065065	06/14/2020	06/14/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ron Mitchell, Underwriting Vice President

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/20

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PRODUCER	CONTACT NAME: Levi Fryslie
Levi Fryslie c/o FBL Financial Group Inc. 1317 14th Ave Eldora, IA 50627-1605	PHONE (A/C, No, Ext): (641) 939-5428 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Farm Bureau Property & Casualty Insurance Company	13773
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
OTTEN, JOE SPEEDY'S LAWN CARE SERVICES 19533 H AVE WELLSBURG, IA 506807571

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP6065065	06/14/2019	06/14/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Ron Mitchell, Underwriting Vice President

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City of Marshalltown, Iowa

APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Jose's Tree Service

Address of Business: 1205 High View Dr, Marshalltown, IA 50158

Business Telephone: 641-328-0539

Owner(s) of Business: Jose Luis Zamora

Home Address of Owners: 1205 High View Dr. Marshalltown, IA 50158 Home Phone of Owners: 641-328-0539

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

Sales Tax Number: 164014659

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

Date of commencement of business: 05-02-2016

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses? Yes____No_✓_ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:_____

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
Dodge Ram Pick up Truck (1999)	IIU 653	Jose L Zamora
Trailer	ES 9545	Jose L Zamora
Bucket Truck (1992)	EDE 585	Jose L Zamora

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

Date Insurance Certificate Received_____ Insurance Expiration Date_____

JOSE L ZAMORA
Applicant

_____
Co-Applicant

Date: 06-01-20

$25.00 fee Paid_____

Approved by City Council on_____

_____
City Administrator

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2020

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

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

PRODUCER	CONTACT NAME: Deborah Ewoldt	
Shomo-Madsen Insurance 22 E Main St Marshalltown IA 50158	PHONE (A/C, No, Ext): (641)753-6691	FAX (A/C, No): (641)752-5360
	E-MAIL ADDRESS: dewoldt@shomo-madsen.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Pekin Insurance	24228
INSURED Jose Zamora, DBA: Jose's Tree Service 1205 High View Dr Marshalltown IA 50158	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL206105481 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CL0211608-D	05/02/2020	05/02/2021	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS L'AB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Marshalltown
24 N Center St
Marshalltown IA 50158

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Deborah A Ewoldt

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the City of Marshalltown
POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

JUNE 4, 2020

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE

RE: CERTIFIED HIRE LIST

POSITION: POLICE OFFICER

AFTER REVIEWING ALL APPLICANTS AND THEIR QUALIFICATIONS, THE FOLLOWING PERSONS WERE TESTED, INTERVIEWED AND CONSIDERED TO BEST MEET THE QUALIFICATIONS FOR THE ABOVE LISTED POSITION AND ARE RANKED BY FINAL SCORE AS FOLLOWS:

1. PRISCILLA REBOLLOZO 118.75/150
2. AUSTIN CASE 114.5/150
3. MAURICE SPEIRS 108.75/150*
4. ALEXIS DINSMORE 96.75/150
5. AUSTIN RUDDICK 79.75/150

*VETERANS PREFERENCE 7.5

THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED JUNE 4, 2021.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 4 TH DAY OF JUNE 2020.

_____
CIVIL SERVICE COMMISSION CHAIR

Marshalltown
All-America City
2012

CITY COUNCIL
Sue Cahill, Mike Gowdy, Al Hoop, Gabriel Isom,
Bill Martin, Gary Thompson, Bethany Wirin

2020-___

RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR 102 E. STATE STREET, MARSHALLTOWN, IOWA

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the "Façade Improvement Program") and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 102 E. State St., which is owned by Jerry Angle (business name is Big 8 Tyre), for awning and signage and

WHEREAS, the property owner(s) or business tenant(s) who will make at least $5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to $8,500 for a 1 story structure or $12,500 if it also relates to upper story improvements, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of $19,479.28 so 25% would be $4,869.82, so the maximum allowed of the grant would be $4,869.82; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to $4,869.82 for the reimbursement to Jerry Angle for the facade improvement at 102 E. State Street.

PASSED this 8th day of June, 2020, and signed this ___ day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

May 29, 2020

Dear Mayor and Councilors,

I am writing this to submit a Facade Grant request, on behalf of Big 8 Tyre, a Marshalltown Downtown business since 1955. Their building was damaged in the 2018 tornado, and over nearly the last 2 years Big 8 Tyre has been working to rehabilitate and make upgrades to their building. One of the last remaining steps is to finish, is their signage and canopy. You will notice from the rendering of what the building will look like with a new canopy and signage, the building will have wonderful upscale curb appeal which will add to the interest and draw to downtown.

The Downtown Incentive Committee held discussions on May 28th. The request is as follows:

Awning/Canopy	$11,083.71
Signage	$ 7,121.22
Sales Tax	$ 1,274.35
Total Expense	$19,479.28 x 25% Reimbursement = $4,869.82

Grant Request is in the amount of $4,869.82

This request complies with the Facade Grant guidelines. Committee members Doug Husak, Joe Roenfeldt, Diana Steiner and Deb Millizer approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District
Façade Grant Application

Property Information:

Address: 102 East State Street

Current Tenant (Business Name): Big O Tyre

Use: Retail/Automotive Zoning: _____

Applicant Information:

☒ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Name of Applicant: Jeny Angle

Mailing Address: 102 East State Marshalltown Ia 50158
Street City, State Zip

Phone: 641-752-2941 Fax: _____ Cell: _____

Owner Information (If different from applicant information):

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Legal Name of Owner: _____

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)	Est. Cost
X Awning	$11,083.71
___ Awning with façade project	$
___ Brick cleaning and tuckpointing	$
___ Exterior lighting	$
___ Painting of exterior surface	$
___ Preservation of architectural elements	$
___ Removal of inappropriate elements	$
X Signage	$7,121.22
___ Storefront rehabilitation/restoration	$
___ Window and/or door repair	$
X Other; explain Sales Tax	$1274.35
Total estimated cost	$19,479.28
Grant amount requested	$4869.82

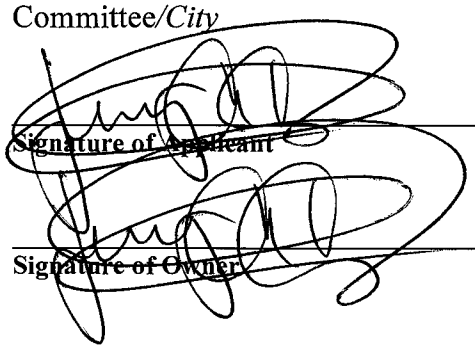
Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien*

for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee *must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The* Main Street Downtown Incentive Committee/*City reserves the right to request additional information.*

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/*City* **has the right and discretion to approve or deny any project portions thereof.**

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*



5-27-20

Signature of Applicant **Date**

5-27-20

Signature of Owner **Date**

Return to:
Marshalltown CBD, Debbie Millizer, Director
216 E Main St. Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

Work commenced prior to approval of the Façade Grant Application is not eligible.

Marshalltown Central Business District/ Facade Grant Application

Nagle signs inc.

1020 Wilbur Ave.
PO BOX 2098 Waterloo, IA 50704
319-233-4604 · 800-728-4604 · Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 · 888-656-SIGN · Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

DEPOSIT INVOICE

Invoice #: DP32805

Inv Date: 04/10/20
Customer #: 74327

SOLD TO:	JOB LOCATION:
BIG 8 TIRE & AUTO CENTER 102 EAST STATE STREET MARSHALLTOWN IA 50158	BIG 8 TYRE & AUTO CENTER 102 EAST STATE STREET MARSHALLTOWN IA 50158 REQUESTED BY: Jerry Angle

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jerry Angle		Kent Reed	06/21/19	50.0% Due Upon Receipt	08/28/19

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29795 WEST ELEVATION LOGO Provide and install custom formed plastic logo and letters on South/front elevation. "BIG" to be 24" high letters with "8" logo and TYRE CENTER letters proportionately sized. "8" logo to have black/white vinyl or digital print applied to face. All to be 2" deep, combo mount, spaced off of fascia 1/2". Quote does not include any applicable permits which will be secured as required and added to the final invoice. SCALE REF: gutter is 17' above ground.	$1,982.42	$1,982.42
1	QUOTE #31510 FRONT ELEVATION LOGO, SMALLER Provide and install custom formed plastic logo and letters on South/front elevation. "BIG" 62" high letters with "8" logo and TYRE CENTER letters proportionately sized. "8" logo to have white tire vinyl accents applied. 2" deep, combo mount, spaced off of fascia 1/2". Quote does not include any applicable permits which will be secured as required and added to the final invoice.	$5,138.80	$5,138.80
1	QUOTE #31758 44'6" FRONT FLAT CANOPY ASSEMBLY (Approx 2' past windows on left and to the corner of building on right), Fabricate and install canopy in sections as follows. Frames 8" high, made of 1"x1" square aluminum tubing except for bottom visible "frame" 1" x 2" laid flat on approximate 48" centers, 48" projection. Framework is open on the left portion. 25' long right section has a top cover for rain protection. All framework painted black. Face and ends of canopies .040 black/black pre-finished aluminum with a 2" bottom and 1" top 90 degree bends attach with painted black screws on top and bottom, front covered with 8" red Scotchcal stripe. Support arms/mounting plates as shown, painted black. Blocking for all top/bottom canopy anchors assumed in walls by others, top support rod anchors will bolt thru wall and have horizontal painted angle iron support on inside of the wall, installation of lower anchors by lag bolts into blocking. Quote includes on-site survey to confirm all canopy dimensions and blocking before production. Permits assumed to be part of building permit or secured by others if required. Engineered stamped drawings are extra if required by city.	$11,083.71	$11,083.71
		SUB TOTAL	$18,204.93

PLEASE PAY THIS DEPOSIT AMOUNT:	Continued

1020 Wilbur Ave.
PO BOX 2098 Waterloo, IA 50704
319-233-4604 • 800-728-4604 • Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

DEPOSIT INVOICE

Invoice #: DP32805

Inv Date: 04/10/20
Customer #: 74327

SOLD TO:	JOB LOCATION:
BIG 8 TIRE & AUTO CENTER 102 EAST STATE STREET MARSHALLTOWN IA 50158	BIG 8 TYRE & AUTO CENTER 102 EAST STATE STREET MARSHALLTOWN IA 50158 REQUESTED BY: Jerry Angle

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jerry Angle		Kent Reed	06/21/19	50.0% Due Upon Receipt	08/28/19

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	ESTIMATED SALES TAXES		$1,274.35
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		$19,479.28

PLEASE PAY THIS DEPOSIT AMOUNT:	$9,739.64

IF YOU CAN SEE THIS TEXT THIS ARTWORK IS NOT PRINTED TO SCALE

Nagle signs inc.

WATERLOO
1020 Wilbur Ave. PO BOX 2098
Waterloo, IA 50704
319-233-4604 · 800-728-4604
Fax: 319-233-7514

MARSHALLTOWN
605 Iowa Ave. West
Marshalltown, IA 50158
641-752-6608 · 888-656-7446
Fax: 641-752-6968

PROJECT
Big 8 Tyre

LOCATION
Marshalltown, IA

REPRESENTATIVE
Kent Reed

DESIGNER
TJJ

SKETCH #
3-19-20

SCALE
1/2"=1'0"

FILE NAME
BIG8/3-19-20.FS

PRINT FILE(S)
/

REVISION(S)
1 -
2
3
4
5

WORK ORDER #

WSA INTERNATIONAL SIGN ASSOCIATION

CLIENT APPROVAL
SIGNATURE/DATE

naglesigns.com

3/32"=1'0"

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Color output may not be exact when viewing or printing this drawing. If these colors are incorrect, please provide the correct PMS match & the revision will be made.

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605 Iowa Ave. West
Marshalltown, IA 50158
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Fax: 641-752-6968

PROJECT
Big 8 Tyre

LOCATION
Marshalltown, IA

REPRESENTATIVE
Kent Reed

DESIGNER
TJJ

SKETCH #
3-19-20

SCALE
1"=1'0"

FILE NAME
BIG8/3-19-20.FS

PRINT FILE(S)
/

REVISION(S)
1 -
2
3
4
5

WORK ORDER #

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CLIENT APPROVAL
SIGNATURE/DATE

naglesigns.com

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MCBD - Main Street Program, Façade and Code Grants - since inception

Year	F=Façade C=Code B=Both	Address	Owner	Grant Amt	Total Investment
2006	F	36 E Main St	Those Ink Guys	5,003.00	$20,015
2007	F	219 E Main St	Bob's Furniture	7,110.00	$30,325
2007	F	117 W Main St	Mike's Bikes	7,395.00	$31,927
2008	F	118 W Main St	Headliner	5,743.00	$22,973
2010	F	107 N Center St	Showroom Auto	21,698.00	$179,528
2010	F	118 E Main St	Peglow Law	8,500.00	$49,545
2010	B	101 W Main St	Devaul Inc	14,994.00	$105,000
2010		23 W Main St	Lillie Mae - approved not funded		
2010	F	5 W Main St	Ocean City	16,693.00	$91,243
2011	B	4 E Main St	Zamora Market	2,688.50	$50,000
2012	B	5 W Boone St	Don Anderson	13,121.50	$160,609
2013	B	134 E Main St	Common Bond	45,500.00	$8,000,000
2013	B	119 E Main St	Kester	20,000.00	$160,000
2014	F	105 W Main St	McGregor - Antique	12,500.00	$180,000
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	$282,776
2015	C	208 E Church St	Aaron Benscoster	20,000.00	$490,000
2015	F	16 E Main St	CGA	5,740.00	$22,960
2015	F	119 E Main St	Kester	5,445.70	$24,053
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	$29,622
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	$38,650
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	$10,158
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	$33,487
2019	F	17 N. 1st St.	Avalos	8,500.00	$35,303
2019	F	19-21 S. 2nd Ave	Hagstrand	10,728.00	$42,915
2019	F	30 E Main (Façade)	Miller	5,500.73	$22,003
2019	C	30 E. Main (Code Upgrade)	Miller	15,284.25	$61,137
2019-306	C	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	$31,722
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	$7,285
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	$84,240
2020-065	C	207 E. Main St. (Code upgrade)	Gray: Dave's Bar	3,819.50	$15,278
		SUB-TOTAL		**351,183.34**	$10,312,754
COUNCIL REALLOCATED TO MCBD FOR OPERATIONS DUE TO TORNADO FY19				40,000.00	
		TOTAL COMMITTED		**391,183.34**	
CERTIFIED FUNDS				**390,000.00**	
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand				**20,000.00**	
BALANCE REMAINING BEFORE COUNCIL APPROVAL DEC 23, 2019				**18,816.66**	
Requests for consideration 6/8/2020: 102 E. State St. (Big 8 Tyre)				(4,869.82)	
Balance if requests approved				13,946.84	

RESOLUTION APPROVING AN AGREEMENT WITH IOWA VALLEY COMMUNITY COLLEGE DISTRICT FOR THE OPERATIONS OF A GOVERNMENT/EDUCATION CABLE TELEVISION CHANNEL AND COMMUNITY MARKETING

WHEREAS the City of Marshalltown has a long-standing relationship with the Iowa Valley Community College District (IVCCD) for the operations and programming for a government/education cable television channel, known as McTV; and

WHEREAS, the City of Marshalltown has traditionally funded this agreement with a portion of the cable franchise fee collected from Mediacom; and

WHEREAS, the current Agreement with IVCCD expires on June 30, 2020; and

WHEREAS, the City of Marshalltown desires a one-year agreement with IVCCD utilizing Council-designated Local Option Sales Tax as the funding source with a scope of work which includes supporting the marketing efforts currently underway by the Marshalltown Area Chamber of Commerce;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Agreement with IVCCD for the operations of a government/education cable television channel and community marketing is hereby approved.

Passed this 8th day of June, 2020, and signed this _____ day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

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

MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 2, 2020
RE: McTV Agreement

Policy Issue: Council is required to approve uses of Council-designated LOST

Recommendation: To approve the resolution as proposed

Background: The current agreement with IVCCD for McTV expires on June 30th, and is not automatically renewed. Through the budget process, the Council voted to continue funding McTV for a one-year period using Council-designated Local Option Sales Tax (LOST). The attached agreement is what has been developed for this one-year period.

This agreement is very different from past agreements in a number of ways. First, it is for a service being provided by IVCCD which is spelled out in a scope of work. During the budget, the supporters of McTV talked about the channel as a community marketing tool. The City is already funding the Chamber to work on tourism and promotions, and to ensure a consistent message, the scope of work includes coordinating with the Chamber to provide materials to assist their promotional efforts.

Another significant difference is the agreement does not include a Cable TV Advisory Board, which is currently a City Board. IVCCD has agreed to have the group operate as informal advisory committee of IVCCD if the Board would like to continue doing so for the next year.

Prior agreements have operated on a reimbursement basis, and the amount requested has not actually totaled the amount of funds allocated to IVCCD. This has left Finance staff separately accounting for monies in the General Fund fund balance which are legally obligated to IVCCD. To end this separate accounting, the City would make a lump sum payment to IVCCD of these funds. This is not budgeted, but is a required payment to be made.

Budget Impact: $40,000 is LOST, which is budgeted in FY21; payout of funds on hand in the General Fund is not budgeted.

Attachment: Proposed Agreement, Previous Agreement

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

Marshalltown All-America City 2012

AGREEMENT FOR THE OPERATION OF A GOVERNMENT/EDUCATION CABLE TELEVISION CHANNEL AND COMMUNITY MARKETING

WHEREAS, the City of Marshalltown, Iowa, hereinafter "City", and Iowa Valley Community College District, hereinafter "IVCCD", have entered into formal agreements for the operations and maintenance of a government/education television channel since 1998, with the current agreement expiring on June 30, 2020; and

WHEREAS, the City desires to have IVCCD provide services related to the operation and maintenance of the government/education television channel; and

WHEREAS, the City has also identified a need for marketing of the community in conjunction with an overall campaign/strategy being coordinated by the Marshalltown Area Chamber of Commerce;

IT IS THEREFORE AGREED BETWEEN, the City and IVCCD as follows:

1. SCOPE OF WORK

   A. CABLE TELEVISION CHANNEL
   IVCCD shall provide for the operation, maintenance, and programming of the City's Cable Television Channel. Such programming shall, at a minimum, include the broadcast and rebroadcast of the City Council meetings.

   B. CITY COUNCIL MEETINGS
   IVCCD shall provide personnel to operate and record City Council meetings as determined by the City. All meeting recordings shall be property of the City and shall be made available in a digital format to the City within 30 days following the date of the meeting. This agreement shall not preclude the City from pursuing and for providing a broadcast of the same meetings.

   C. COMMUNITY MARKETING
   IVCCD shall coordinate with the Marshalltown Area Chamber of Commerce to produce material which meet the needs of an overall community marketing campaign at the Director of Chamber of Commerce staff.

   This stated Scope of Work does not preclude IVCCD from providing additional services to the community.

2. DUTIES OF IVCCD

   A. IVCCD shall provide and shall be the employer for all personnel necessary to complete the Scope of Work and shall provide the necessary office space for such personnel. No personnel shall be considered City employees.

B. IVCCD shall provide a current inventory of equipment used in the operation of the City's Cable Television Channel with a designation of the ownership of each item of equipment to the City before the end of the agreement. Each party shall have the duty to maintain its own equipment during this term of this agreement.

C. IVCCD shall provide all supplies and materials necessary to complete the Scope of Work.

D. IVCCD shall provide a quarterly report to the City of activities completed in carrying out the Scope of Work. The first report shall be due in October 2020.

3. TERM
This agreement shall be for a term of one (1) year. It shall commence on July 01, 2020, and shall terminate on June 30, 2021.

4. PAYMENTS
The City shall pay to IVCCD during the Term of the Agreement for the Scope of Work the total sum of $40,000.00. Payments shall be made quarterly with the first payment to be made in July of 2020.

The City currently maintains funds in the amount of $47,010.46 from prior agreements with IVCCD which were not utilized by IVCCD. The City will disburse these funds to IVCCD no later than December 31, 2020. The funds shall be used by IVCCD to support the Scope of Work.

Each of the parties shall be responsible to obtain any approvals required by law.

Dated: _____

CITY OF MARSHALLTOWN, IOWA

_____
by Joel Greer, Mayor

ATTEST:

_____
Shari Coughenour, City Clerk

Dated: _____

IOWA VALLEY COMMUNITY COLLEGE DISTRICT

_____
by Jacque Goodman, Vice-Chancellor

Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M508210

6/25/2015 12:36:00 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	CITY OF MARSHALLTOWN	City	Marshall
Party 2	IOWA VALLEY COMMUNITY COLLEGE DISTRICT	Regional or District	Marshall
Party 3			
Party 4			
Party 5			

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 910 (Code Number) Any Education (Service Description)
(Enter only one Service Code and Description)

Item 3. The purpose of this agreement is: *(please be specific)*
PROVIDE PUBLIC AND GOVERNMENTAL INFORMATION AND EDUCATIONAL PROGRAMMING THROUGH CABLE TV

Item 4. The duration of this agreement is: *(check one)* ☑ Agreement Expires 6/30/2020 [mm/dd/yyyy] ☐ Indefinite Duration

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

☐ **NO**

☑ **YES** Filing # of the agreement: M504053

(Use the filing number of the most recent version filed for this agreement)
The filing number of the agreement may be found by searching the 28E database at: http://sos.iowa.gov/28e.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name MUNTZ **FIRST** Name STEVE

Title STATION MANAGER Department STATION MANAGER

Email _____ Phone 641-844-5797

2015-079

RESOLUTION APPROVING A CONTRACT SERVICES FOR OPERATION AND MAINTENANCE OF GOVERNMENT AND CABLE TV AND OTHER PUBLIC ACCESS SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND IOWA VALLEY COMMUNITY COLLEGE (IVCCD) CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for Services, for Operation and Maintenance of Government and Cable TV and other Public Access Services, pursuant to Chapter 28E of the Iowa Code, with the Iowa Valley Community College (IVCCD); and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with the Iowa Valley Community College (IVCCD) is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall continue through June 30, 2020, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 26th day of May, 2015, and signed this 3 day of June, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

THE CITY OF MARSHALLTOWN, IOWA AND
IOWA VALLEY COMMUNITY COLLEGE DISTRICT
FOR OPERATION AND MAINTENANCE OF
GOVERNMENT/EDUCATION CABLE TV

THIS AGREEMENT made and entered into as of the 26th day of May, 2015, by and between the CITY OF MARSHALLTOWN, IOWA, and IOWA VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter referred to respectively as "the City" and "IVCCD", and referred to jointly as "the Participants",

WITNESSETH:

WHEREAS, the City has a franchise agreement with Mediacom pursuant to which Mediacom is to provide cable television programming, telecasting and other public access services to the community (hereinafter referred to as "Cable TV"); and

WHEREAS, representatives of the City and IVCCD have entered into a formal arrangement and structure to provide public and governmental information and educational programming to this area through Cable TV; and

WHEREAS, the Participants established the Cable TV Advisory Board (CAB) for the purpose of overseeing policy and procedure development, training, documentation and general compliance considerations for the operation of the Cable TV; and

WHEREAS, the City and IVCCD desire to jointly support the Cable TV operations and oversight; and

WHEREAS, the Participants are authorized under the contract and under Section 28E.12 of the Code of Iowa to enter into an agreement to jointly exercise their powers, privileges and authority and the Participants have elected to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Participants agree to the joint and mutual operation of the Cable TV in accordance with the following:

GOVERNANCE

A. Personnel

1. Job descriptions for Cable TV Station Manager and for the Cable TV Assistant are attached hereto as Attachment A

2. IVCCD agrees to act as the employer of record and as such to assume full responsibility for the employees under worker's compensation, unemployment compensation and other mandatory employee benefit programs. The CAB will provide input to IVCCD on employment decisions.

3. IVCCD personnel policies concerning travel, per diem, health and fringe benefits will be utilized.

4. The CAB will have the opportunity to participate in interviewing, hiring, performance evaluations, job assignments and changes and other personnel review and oversight activities.

5. The employees shall carry out the activities of Cable TV under the general direction of the CAB.

6. The Assistant is provided general supervision by CAB and receives day-to-day supervision from the Station Manager. The Station Manager and Assistant will work with the City Administrator to manage the Cable TV operations under the authority of IVCCD.

B. Meetings and Resolutions of Activities.

1. Under the Agreement between IVCCD and the City dated July 14, 1998, there was to be a committee created (CAB) for the purpose of overseeing the Cable TV operations.

2. The current name of such group is the Cable TV Advisory Board (CAB) and will be composed of eight members. Four members shall be appointed by the Mayor of the City of Marshalltown and four members shall be appointed by the Chancellor of IVCCD. Following appointment, all members shall be confirmed by the City Council of Marshalltown.

3. The Station Manager of the Cable TV and the City Administrator are designated as staff liaisons to the CAB for the purpose of assisting in setting up meetings, keeping minutes and performing other functions as requested.

4. The CAB will be responsible for making recommendations to the City and IVCCD in the matters of operations, budgeting and programming. The CAB

will review and approve/disapprove special projects or requests from the public to be shown on Cable TV and will review and approve an annual budget that is to be submitted to the City for the operation of the system.

5. The CAB will meet on a regular basis. Meetings will be convened by the Station Manager and chaired by an elected chairperson. Meetings are open to the public and are so posted.

FISCAL AND HOUSING

A. Fiscal

1. IVCCD agrees to employ and pay staff.

2. The City, as fiscal agent, will budget Cable TV revenues as described in the Franchise Agreement and as recommended by the CAB.

3. The City will collect 5% franchise fees from Mediacom.

4. The City will establish an "Operations Fund" collected from franchise fees, and set aside from other revenues specifically for the purpose of operating the Cable TV. Funds will be budgeted to repair or replace equipment, for production personnel and coordination time, to develop programming, and for administrative fee for cable channel management with IVCCD.

5. Out of the franchise fees collected from Mediacom, the City will budget 20% of such fees for the operations of the Cable TV.

6. The City agrees to make payment to IVCCD upon receipt of billing statements from IVCCD for salaries, health and fringe benefits and other items approved by the CAB and provided for in the approved budget of the City.

7. Each Participant in this Agreement will maintain a list of equipment received by such Participant and provide insurance coverage for such equipment. It is recognized that each Participant may have regular employees who from time to time, may provide limited services and assistance to accomplish the objectives of the Cable TV operation. Such employees are not intended to be covered by this Agreement and each Participant shall be responsible for the pay, benefits and related costs applicable to their respective employees.

B. Housing

1. IVCCD agrees to provide office space and work area for the Station Manager and Assistant and provide support services including technician time, phone, computer, clerical, pool car, etc.

REPORTING

1. IVCCD agrees to provide quarterly financial reports to the City and CAB.

TERM OF AGREEMENT

1. This Agreement shall be for a period of five (5) years and shall commence upon the 1st day of July, 2015, and shall terminate upon the 30th day of June, 2020.

LITIGATION

1. In the event there is a determination of liability by a court of law or equity arising out of the operation of this Agreement, each Participant shall be solely responsible for the liability which is assessed as against that Participant, and no Participant shall seek any contribution and/or subrogation of such liability from any other Participant.

TERMINATION

1. This Agreement may be canceled or superseded by mutual consent of the Participants, provided that all outstanding obligations of all Participants related to or arising out of this Agreement are paid or provided for.

2. Upon the partial or complete termination of this Agreement for any reason at any time, the Participants shall each be entitled to retain exclusive ownership and control of such items of equipment and other types of personal property as they, respectively, may physically possess at the time of such partial or complete termination and as contemplated by Section A-7 under the heading "Fiscal and Housing" above.

3. All Participants understand and agree that since IVCCD is a reimbursable employer under the unemployment compensation law, any unemployment benefits paid by IVCCD as a result of a successful unemployment compensation claim shall be reimbursed to IVCCD by the City.

GOVERNING LAW

This contract shall be interpreted according to Iowa law, with venue to lie exclusively in Marshall County District Court

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the City and IVCCD have executed this Agreement the day and year first written heretofore.

COLLEGE
Iowa Valley Community College District

Conrad Dejardin, Board President
ATTEST:

Barbara E. Jennings, Board Secretary

CITY OF MARSHALLTOWN, IOWA

Jim Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on the 10 day of June, 2015, by Conrad Dejardin, as Board President, and Barbara E. Jennings, as Board Secretary, of Iowa Valley Community College District.

NOTARIAL SEAL IOWA
RACHAEL KOEHLER
COMMISSION NO. 768955
MY COMMISSION EXPIRES
7/25/17

Notary Public in and for the State of Iowa

STATE OF IOWA)
)
MARSHALL COUNTY)

This instrument was acknowledged before me on the 3rd day of June, 2015, by Jim Lowrance, as Mayor, and Shari L. Coughenour, as City Clerk, of the City of Marshalltown, Iowa.

NOTARIAL SEAL IOWA
REBEKAH TRAVER
COMMISSION NO. 759872
MY COMMISSION EXPIRES
9/3/2015

Notary Public in and for the State of Iowa

Attachment A

Cable TV Station Manager

The Station Manager will be responsible for the daily operation of the Cable TV which includes supervising personnel, budgeting, purchasing and communicating with the Cable TV Advisory Board (CAB).

Cable TV Assistant

The Cable TV Assistant will be responsible for the production of video and TV programs, work with volunteers, promote the channel, and develop a monthly schedule. The Assistant will communicate with the city, college, and Cable TV Advisory Board (CAB), and supervise cable TV programming.

McTV Cable TV Advisory Committee

Member	Address	City	Home	Work	Representing
Steve Muntz	3700 South Center Street	Marshalltown	641 751-2480	641 844-5797	Station Manager – non voting
Craig Schwartz	3700 South Center Street	Marshalltown		641 844-5630	McTV Assistant – non voting
Conrad Dejardin	109 Newcastle rd.	Marshalltown	753-3097		IVCCD
Craig Huseboe	2706 Nelson Rd.	Marshalltown	753-7893		IVCCD
Sue D. Inhelder	418 Hughes St.	Marshalltown	752-4775	754-1130	IVCCD
Denny Grabenbauer	112 S. 29th St.	Marshalltown	753-6809		IVCCD
Mark Osmundson	2104 Bittersweet Rd.	Marshalltown	752-1577	752-4122	City of Marshalltown
Mick Jurgensen	406 Summit St.	Marshalltown		754-1070	City of Marshalltown
Randy Wetmore	24 N. Center St.	Marshalltown		754-5799	City of Marshalltown
Mary Giese	402 Richard Lane	Marshalltown	Mary Giese	752-5358	City of Marshalltown

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE WPCP DIGESTER CLEANING
A DECREASE OF $56,000.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Nutri-Ject Systems, Inc., for the labor and material for the WPCP Digester Cleaning Project; and

WHEREAS a decrease is requested for items to complete the project.

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

Section1. That the contract Change Order for the WPCP Digester Cleaning Project, in the decreased amount of $52,275.20 is hereby accepted and approved.

Passed this 8th day of June 2020, and signed this _____ day of_____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

NUTRI-JECT SYSTEMS, INC.

515 FIFTH STREET - PO BOX 398 - HUDSON, IOWA 50643
Phone: 319-988-4205 Fax: 319-988-3506

Turnkey Biosolids Management
Dredging, Digester Cleaning, Biosolids Hauling,
Land Application of Dry and Liquid Biosolids
High Pressure Water Blasting

QUOTATION FOR:	City of Marshalltown 1001 Woodland St. Marshalltown, IA Attn: Bob Ranson, Supt. Phone: 641-751-6567	**DATE OF QUOTE:**	4-17-2020

WE ARE PLEASED TO SUBMIT A QUOTATION FOR THE FOLLOWING:

We propose to provide material and labor to clean the outer 15.0' ring in the 75.0' in diameter digester located at the Marshalltown, Iowa Wastewater Treatment Plant. Our services to include pumping and liquefying the contents of the ring area for transfer and land application on the adjacent farm field south of the WWTP.

Our price is as follows: ..... $112.00 per cubic yard approximately 500 cy to be removed.

This proposal is based upon our being provided free access to the digester, electrical power 480v/240v 3 phase and your electrician wiring our disconnect panel to your source of power, and a source of water for mixing of heavy solids for fire hosing cleanup work. City to place the pump on the digester lid (pump weighs 600lbs.). This quote is also inclusive of all confined space work procedures. Upon completion of the cleaning a full project report will submitted within (10) days detailing actual gallons hauled, total dry ton, and daily production.

This quote is good for 30 days. Please let us know of your intentions so that we may schedule accordingly.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for The services listed above. Final charges will be based on actual quantities.

TERMS: 30 DAYS ***DELIVERY: AS SCHEDULUED***

CUSTOMER'S NAME: **NUTRI-JECT SYSTEMS, INC.**

By: R. Scott Wienands

Date: Scott Wienands, President

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

NUTRI-JECT SYSTEMS, INC.

515 5TH STREET - PO BOX 398 - HUDSON, IOWA 50643
Phone: 319-988-4205 Fax: 319-988-3506
Turnkey Biosolids Management, Dredging, Digester Cleaning, Biosolids Hauling,
Land Application of Dry and Liquid Biosolids, High Pressure Water Blasting

Invoice

Invoice Numbe
7254
Invoice Date
May 22, 2020

phone Ap641-754-5702
fax 641-754-5741

Sold To:
MARSHALLTOWN WWTP
ATTN: BOB RANSON
1001 WOODLAND ST.
MARSHALLTOWN, IA 50158

Ship to
MARSHALLTOWN WASTEWATER
ATTN: BOB RANSON
1001 WOODLAND ST.
MARSHALLTOWN, IA 50158

Customer ID	Order Number	Payment Terms	
MARSHA		Net 15 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	N/A		6/6/20

Quantity	Description	Unit Price	Extension
859.60000	75' Digester cleaning out 15' ring	112.00000	96,275.20
1.00000	75' Digester cleaning inner ring lump sum	12,000.00000	12,000.00

RETURNED PARTS ARE SUBJECT TO A 20% RE-STOCKING FEE

Subtotal	108,275.20
Sales Tax	
Freigh	
Total Invoice Amoun	108,275.20

Interest Rates: Invoices are due 15 days after date of invoice. Interest will be charged on all past due invoices at the rate of 1.5% per month. If payment is not received within 15 days of invoice, interest will be assessed from the first day past due. Statements will be sent on a monthly basis.

We hereby guarantee that the goods covered on this invoice were produced or manufactured in accordance with the applicable provisions of the Fair Labor Standings Act of 1938. Our responsibility ceases after we obtain receipt in good order from transportation company. All claims for damages, delay, or loss must be made against the transportation company.

AMENDMENT NO. 2
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the *CITY OF MARSHALLTOWN,* the *OWNER* and *CLAPSADDLE-GARBER ASSOCIATES, INC.*, the *ENGINEER* have entered into an agreement dated June 24, 2019 for the Preliminary Design Services for Construct Hangar Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined and reviewed by FAA for construction related engineering services for the Construct Hangar Improvements as identified in Tasks 6.0 thru Tasks 12.0; and

WHEREAS, the *OWNER* now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the *OWNER* and *ENGINEER* agree to amend the *AGREEMENT* as follows:

1. Under 3c, PAYMENT FOR OTHER SERVICES, add the following additional compensation:

Other Services

Task 6.0	DBE Plan and Reports DBE Plan and	$1,704.00
Task 7.0	Grant Administration	$10,706.00
Task 8.0	Contract Administration	$21,054.00
Task 9.0	Construction Staking	$1,746.00
Task 10.0	As-Built ALP	$0.00

The total additional lump sum fee payment for Other Services is $35,210.00

2. Under 3d, PAYMENT FOR PROJECT INSPECTION SERVICES, add the following additional compensation:

Project Inspection Services

Task 11.0	Construction Observation	Cost Plus Fixed Fee of $1,825.00 not to exceed total fee of $14,097.00
Task 12.0	Construction Testing	Total Estimated Not to Exceed Fee $4,529.00

The Owner shall pay the Engineer a fee for Construction Testing Services described in 1.d as Task 12.0, an amount equal to direct labor, overhead and expenses plus a fixed payment of $134.00 not to exceed a total of $1,028.00. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services are estimated at $3,500.00, but shall be billed at actual cost.

The total not to exceed fee payment for project inspection services is estimated at $18,626.00

The total not to exceed fee payment for Amendment No. 2 is estimated at $ 53,836.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the *AGREEMENT* on this _____ day of _____, 2020.

OWNER:

City of Marshalltown

By: _____

Title: _____

ATTESTED BY:

_____

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C Beard

Title: Executive Vice President

ATTESTED BY:

_____

Title: Project Manager

Attachment C
Labor Estimate - Amendment No. 2
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)

Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Payment	Out-Side Services	TOTAL FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv. 38.25	Surv. Tech 29.50	Sr. Admin 28.00						
BASIC SERVICES - PRELIMINARY DESIGN PHASE														
1.0 Preliminary Design														
1.1 Project Formulation									0.00	0.00	0.00	0.00		$0.00
1.2 Geotechnical Investigations									0.00	0.00	0.00	0.00		$0.00
1.3 Pavement Design Form									0.00	0.00	0.00	0.00		$0.00
1.4 Collect Survey and Draft Background									0.00	0.00	0.00	0.00		$0.00
1.5 Cover Sheet									0.00	0.00	0.00	0.00		$0.00
1.6 Symbols, Legend and Information Sheet									0.00	0.00	0.00	0.00		$0.00
1.7 Project Layout Sheet and CSPP									0.00	0.00	0.00	0.00		$0.00
1.8 Typical Sections and Project Details									0.00	0.00	0.00	0.00		$0.00
1.9 Project Quantities Sheet									0.00	0.00	0.00	0.00		$0.00
1.10 Site Plan									0.00	0.00	0.00	0.00		$0.00
1.11 Electrical and Mechanical Plan Sheets									0.00	0.00	0.00	0.00		$0.00
1.12 Storm Water Pollution Prevention Plan									0.00	0.00	0.00	0.00		$0.00
1.13 Preliminary Design Summary (30%)									0.00	0.00	0.00	0.00		$0.00
1.14 Design Report (90%) and Plan Review									0.00	0.00	0.00	0.00		$0.00
1.15 Project Manual									0.00	0.00	0.00	0.00		$0.00
1.16 Progress Meetings									0.00	0.00	0.00	0.00		$0.00
1.17 Quality Control Review									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
OTHER SERVICES - PRELIMINARY DESIGN PHASE														
2.0 Grant Administration														
2.1 Grant Application									0.00	0.00	0.00	0.00		$0.00
2.2 Grant Reimbursement and Documentation									0.00	0.00	0.00	0.00		$0.00
2.3 Liaison With FAA									0.00	0.00	0.00	0.00		$0.00
2.4 Quarterly Performance Reports									0.00	0.00	0.00	0.00		$0.00
2.5 Sponsor Certifications									0.00	0.00	0.00	0.00		$0.00
2.6 Project Closeout									0.00	0.00	0.00	0.00		$0.00
2.7 Disadvantaged Business Enterprise (DBE) Plan									0.00	0.00	0.00	0.00		$0.00
2.8 DBE Monitoring and Reporting									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00

Attachment C

Labor Estimate - Amendment No. 2
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)

Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Payment	Out-Side Services	TOTAL FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv. 38.25	Surv. Tech 29.50	Sr. Admin 28.00						
BASIC SERVICES-FINAL DESIGN & CONSTRUCTION PHASE														
3.0 Final Design														
3.1 Construction Plans									0.00	0.00	0.00	0.00		$0.00
3.2 Project Manual									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4.0 Bid Letting														
4.1 Advertising and Queries									0.00	0.00	0.00	0.00		$0.00
4.2 Bid Opening and Award									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
5.0 Distribution of Plans and Specifications														
5.1 Distribution of Plans and Specifications									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
OTHER SERVICES-FINAL DESIGN														
6.0 DBE Plan and Reports														
6.1 Disadvantaged Business Enterprise (DBE) Plan		2		8					294.00	470.40	0.00	114.66		$879.06
6.2 DBE Monitoring and Reporting		4		4					276.00	441.60	0.00	107.64		$825.24
PHASE TOTAL	0	6	0	12	0	0	0	0	570.00	912.00	0.00	222.30	0.00	$1,704.30
7.0 Grant Administration														
7.1 Grant Application	1	4		6				2	452.75	724.40	0.00	176.57		$1,353.72
7.2 Grant Reimbursement and Documentation	8	2						16	1,084.00	1,734.40	0.00	422.76		$3,241.16
7.3 Liaison With FAA	4	10							705.00	1,128.00	0.00	274.95		$2,107.95
7.4 Quarterly Performance Reports	1	4		8					448.75	718.00	0.00	175.01		$1,341.76
7.5 Sponsor Certifications		1		4					147.00	235.20	0.00	57.33		$439.53
7.6 Project Closeout		4	4	16					743.00	1,188.80	0.00	289.77		$2,221.57
PHASE TOTAL	14	25	4	34	0	0	0	18	3,580.50	5,728.80	0.00	1,396.40	0.00	10,705.70

Attachment C

Labor Estimate - Amendment No. 2
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)

Labor Category	LABOR HOURS								Salary	1.60	Direct	0.15	Out-	TOTAL
	Principal	P.M.	P.E.	Av. Special	Sr. Const	Sr. Lead Surv	Surv. Tech	Sr. Admin	Cost	Over-	Exp.	Fixed	Side	FEE
	68.75	43.00	38.75	26.00	36.00	38.25	29.50	28.00		head		Payment	Services	
8.0 Contract Administration														
8.1 Preconstruction Conference		4							172.00	275.20	6.50	67.08		$520.78
8.2 Payroll Transcripts		2						2	142.00	227.20	0.00	55.38		$424.58
8.3 Submittal Reviews and Coordination		8	20					8	1,343.00	2,148.80	0.00	523.77		$4,015.57
8.4 Construction Progress Payments		8						6	512.00	819.20	0.00	199.68		$1,530.88
8.5 Visits to the Site	4	8							619.00	990.40	19.50	241.41		$1,870.31
8.6 Engineering Administration		10							430.00	688.00	0.00	167.70	8,060.00	$9,345.70
8.7 Change Orders									0.00	0.00	0.00	0.00		$0.00
8.8 Engineer's Statement of Completion		4						2	228.00	364.80	0.00	88.92		$681.72
8.9 Record Drawings		1	4						198.00	316.80	0.00	77.22		$592.02
8.10 Final Quantity & Testing Results Report		2	6						318.50	509.60	0.00	124.22		$952.32
8.11 Construction Observation Program									0.00	0.00	0.00	0.00		$0.00
8.12 Construction Progress and Inspection Report		2	6					2	374.50	599.20	0.00	146.06		$1,119.76
PHASE TOTAL	4	49	36	0	0	0	0	20	4,337.00	6,939.20	26.00	1,691.43	8,060.00	$21,053.63
9.0 Construction Staking														
9.1 Construction Staking			1			8	8		580.75	929.20	10.00	226.49		$1,746.44
PHASE TOTAL	0	0	1	0	0	8	8	0	580.75	929.20	10.00	226.49	0.00	$1,746.44
10.0 As-Built ALP														
10.1 As-Built ALP - Not Included									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
PROJECT INSPECTION SERVICES														
11.1 Construction Observation														
11.1 Resident Observation					130				4,680.00	7,488.00	104.00	1,825.20		$14,097.20
PHASE TOTAL	0	0	0	0	130	0	0	0	4,680.00	7,488.00	104.00	1,825.20	0.00	$14,097.20
12.0 Construction Testing														
12.1 Laboratory and Field Testing		4							172.00	275.20	0.00	67.08	3,500.00	$4,014.28
12.2 Manufactured Materials Testing		4							172.00	275.20	0.00	67.08		$514.28
PHASE TOTAL	0	8	0	0	0	0	0	0	344.00	550.40	0.00	134.16	3,500.00	$4,528.56
PROJECT TOTALS - AMENDMENT NO.2	18	88	41	46	130	8	8	38	14,092.25	22,547.60	140.00	5,495.98	11,560.00	$53,835.83

Initial Direct Expense and Subcontracting Expense Summary

Direct Expenses	Quantity	Unit	Rate	Subtotal
Mileage - Survey Vehicle	10	Mile	$1.00	$10.00
Mileage - Personal Vehicle	200	Mile	$0.65	$130.00
Lodging	0	Day	$90.00	$0.00
Subsistence Per Diem - Travel Day	0	Day	$20.00	$0.00
Subsistence Per Diem - Non Travel Day	0	Day	$30.00	$0.00
Survey Equipment Fees	0	Hourly	$25.00	$0.00
Printing		Cost Plus	$0.00	$0.00
Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee	Subtotal
Subconsultant No.1 - Team Services	$3,500.00	Cost-Plus		$3,500.00
Subconsultant No.2 - UL Verification Services	$8,060.00	Cost-Plus		$8,060.00

Total Initial Direct Expenses and Subcontracting Expense Summary **$11,700.00**

Direct Expenses:
- Personal Vehicle Mileage: $0.65 per Mile
- Survey Vehicle Mileage: $1.00 per Mile
- Round Trip ~ 10 miles

Subconsultants:
- TEAM Services - Construction Testing
- UL Verification Services - Electrical and Mechanical Design

Survey Equipment: $25 per hour
Per Diem (Meals & Misc.): $20 travel day and $30 Non-travel day
Hotel Cost: $90 per overnight
Overhead Rate = 1.60
Profit = 15%

Staff Abbreviations:
- Principal = Principal
- P.M. = Project Manager
- P.E. = Project Engineer
- Av. Special = Aviation Specialist
- Sr. Lead Surv. = Sr. Lead Surveyor
- Surv. Tech = Surveyor Technician
- Sr. Admin. = Sr. Administrative Assistant
- Sr. Const = Sr. Construction Technician

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT HANGAR PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES,INC.
AN INCREASE OF $53,836.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Clapsaddle-Garber Associates, Inc. for the engineering services for the Airport Hangar Project

WHEREAS an increase is requested for items to complete the project.

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

Section1. That the new contract for the Airport Hangar Project, in the increased amount of $53,836.00 is hereby accepted and approved.

Passed this 8th day of June 2020, and signed this _____ day of_____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

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

DEPARTMENT OF PUBLIC WORKS

June 8, 2020

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

From: Justin Nickel, P.E.
Public Works Director

Re: Amendment to Professional Services Agreement– Clapsaddle-Garber Associates, Inc. for Airport Terminal Building, Hangar and associated site work, and Vault Project (ARP 19001) in the amount of $107,600, $53,386 and $39,400.

Policy Issue: City policy requires Governing Body approval of engineering services agreements.

Recommendation: Staff recommends approving the Amendment to Agreement with CGA for the terminal building, hangar and site improvements and vault. In 2019, the City entered into agreement with CGA for the concept review and study of a new Airport terminal building in association with a new hangar project. As design concepts have progressed, the location of the hangar facility has required additional scope be added to the project in the form of relocating the electrical vault to accommodate the location of the new terminal.

Background: The amendments were accounted for in funding summary and will not require the City to borrow any further funds in excess of the $2,000,000 discussed at the previous City Council meeting.

Budget Impact: None, beyond previous discussions

Attachment: Agreement amendments

cc: Jessica Kinser, City Administrator

City Council
Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT TERMINAL PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES,INC.
AN INCREASE OF $107,600.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Clapsaddle-Garber Associates, Inc. for the engineering services for the Airport Terminal Project

WHEREAS an increase is requested for items to complete the project.

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

Section1. That the new contract for the Airport Terminal Project, in the increased amount of $107,600.00 is hereby accepted and approved.

Passed this 8th day of June 2020, and signed this _____ day of_____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

AMENDMENT NO. 2
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the *CITY OF MARSHALLTOWN*, the *OWNER* and *CLAPSADDLE-GARBER ASSOCIATES, INC.*, the *ENGINEER* have entered into an agreement dated June 24, 2019 for the Professional Engineering Services for Construct Terminal Building and Approach Paving Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined for construction related engineering services for the Construct Terminal Building and Approach Paving Improvements as identified in Tasks 5.0 thru Tasks 9.0; and

WHEREAS, the *OWNER* now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the *OWNER* and *ENGINEER* agree to amend the *AGREEMENT* as follows:

1. Under 3b, PAYMENT FOR DESIGN AND CONSTRUCTION SERVICES, add the following additional compensation:

Task 5.0	Grant Administration	$ 12,100.00
Task 6.0	Contract Administration	$ 47,200.00
Task 7.0	Construction Staking	$ 8,900.00
Task 8.0	Construction Observation	$ 30,400.00
Task 9.0	Construction Testing	$ 9,000.00

The total additional lump sum fee payment under design and construction services for the Construct Hangar Improvements is $102,600.00.

The total additional lump sum fee payment for Amendment No. 2 is $ 107,600.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the *AGREEMENT* on this _____ day of _____, 2020.

OWNER:

City of Marshalltown

By: _____

Title: _____

ATTESTED BY:

_____

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C Beard

Title: **Executive Vice President**

ATTESTED BY:

_____

Title: **Project Manager**

Labor Estimate - Amendment No.2
Construct Terminal Building and Approach Paving Improvements
Marshalltown Municipal Airport

Phase	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Pment	Out-Side Services	FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv. 38.25	Surv. Tech 29.00	Sr. Admin 28.00						
BASIC SERVICES														
1.0 Project Formulation and Conceptual Design														
1.1 Project Formulation and Site Selection									0.00	0.00	0.00	0.00		$0.00
1.1 Terminal Building Conceptual Design									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
2.0 Design														
2.1 Geotechnical Investigations									0.00	0.00	0.00	0.00		$0.00
2.2 Collect Additional Topo and Draft Background									0.00	0.00	0.00	0.00		$0.00
2.3 Cover Sheet									0.00	0.00	0.00	0.00		$0.00
2.4 Symbols, Legend and Information Sheet									0.00	0.00	0.00	0.00		$0.00
2.5 Project Layout and Safety Plan Sheet									0.00	0.00	0.00	0.00		$0.00
2.6 Project Quantities Sheet									0.00	0.00	0.00	0.00		$0.00
2.7 Site Plan									0.00	0.00	0.00	0.00		$0.00
2.8 Building Plan and Details									0.00	0.00	0.00	0.00		$0.00
2.9 Electrical and Mechanical Plans									0.00	0.00	0.00	0.00		$0.00
2.10 Project Manual									0.00	0.00	0.00	0.00		$0.00
2.11 Progress Meetings									0.00	0.00	0.00	0.00		$0.00
2.12 Quality Control Review									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
3.0 Bid Letting														
3.1 Opinion of Probable Cost									0.00	0.00	0.00	0.00		$0.00
3.2 Advertising									0.00	0.00	0.00	0.00		$0.00
3.3 Bid Opening and Award									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
4.0 Distribution of Plans and Specifications														
4.1 Distribution of Plans and Specification									0.00	0.00		0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
5.0 Grant Administration														
5.1 Claim for Reimbursement	16	48						32	4,060.00	6,496.00	0.00	1,583.40		$12,139.40
PHASE TOTAL	16	48	0	0	0	0	0	32	4,060.00	6,496.00	0.00	1,583.40	0.00	$12,139.40
6.0 Contract Administration														
6.1 Preconstruction Conference	2	6			2			4	579.50	927.20	6.50	226.01		$1,739.21
6.2 Subtotal Reviews and Coordination	8	40	72					16	5,508.00	8,812.80	0.00	2,148.12		$16,468.92
6.3 Construction Progress Payments	6	12						8	1,152.50	1,844.00	0.00	449.48		$3,445.98
6.4 Visits to Site	4	12							791.00	1,265.60	52.00	308.49		$2,417.09
6.5 Engineering Administration	4	16							963.00	1,540.80	0.00	375.57	16,000.00	$18,879.37
6.6 Change Orders									0.00	0.00	0.00	0.00		$0.00
6.7 Engineers Statement of Completion	2	8						2	537.50	860.00	6.50	209.63		$1,613.63
6.8 Record Drawings		8	12					2	865.00	1,384.00	0.00	337.35		$2,586.35
PHASE TOTAL	24	102	84	0	2	0	0	32	10,396.50	16,634.40	65.00	4,054.64	16,000.00	$47,150.54
7.0 Construction Staking														
7.1 Building Control						4	4		269.00	430.40	10.00	104.91		$814.31
7.2 Grading Stakes						24	24		1,614.00	2,582.40	30.00	629.46		$4,855.86
7.3 Paving Stakes						16	16		1,076.00	1,721.60	20.00	419.64		$3,237.24
PHASE TOTAL	0	0	0	0	0	44	44	0	2,959.00	4,734.40	60.00	1,154.01	0.00	$8,907.41
8.0 Construction Observation														
8.1 Resident Observation					280				10,080.00	16,128.00	240.50	3,931.20		$30,379.70
PHASE TOTAL	0	0	0	0	280	0	0	0	10,080.00	16,128.00	240.50	3,931.20	0.00	$30,379.70
9.0 Construction Testing														
9.1 Laboratory and Field Testing		8							344.00	550.40	6,500.00	134.16	1,500.00	$9,028.56
PHASE TOTAL	0	8	0	0	0	0	0	0	344.00	550.40	6,500.00	134.16	1,500.00	$9,028.56
PROJECT TOTALS - Amendment No.2	40	158	84	0	282	44	44	64	$27,840	$44,543	$6,866	$10,857	$17,500	$107,606

Direct Expenses:
Personal Vehicle Mileage: $0.65 per Mile
Survey Vehicle Mileage: $1.00 per Mile
Round Trip ~ 10 miles

Survey Equipment: $25 per hour

Subconsultants:
Studio Melee - Architectural, Plumbing, Mechanical, Structural and Electrical
UL Verification Services - QC of Electrical and Mechanical Design

Staff Abbreviations:
Principal = Principal
P.M. = Project Manager
P.E. = Project Engineer
Av. Special = Aviation Specialist
Sr. Lead Surv. = Sr. Lead Surveyor
Surv. Tech = Surveyor Technician
Sr. Admin. = Sr. Administrative Assistant
Sr. Const = Sr. Construction Technician

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR AIRPORT VAULT PROJECT APR19001 FOR CLAPSADDLE-GARBER ASSOCIATES,INC.
AN INCREASE OF $39,400.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Clapsaddle-Garber Associates, Inc. for the engineering services for the Airport Vault Project

WHEREAS an increase is requested for items to complete the project.

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

Section1. That the new contract for the Airport Vault Project, in the increased amount of $39,400.00 is hereby accepted and approved.

Passed this 8th day of June 2020, and signed this _____ day of_____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

AMENDMENT NO. 1
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the *CITY OF MARSHALLTOWN,* the *OWNER* and *CLAPSADDLE-GARBER ASSOCIATES, INC.*, the *ENGINEER* have entered into an agreement dated February 24, 2020 for design and bidding services for Airfield Vault Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined and reviewed by FAA for construction related engineering services for the Airfield Vault Improvements as identified in Tasks 6.0 thru Tasks 11.0; and

WHEREAS, the *OWNER* now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the *OWNER* and *ENGINEER* agree to amend the *AGREEMENT* as follows:

1. Under 3c, PAYMENT FOR OTHER SERVICES, add the following additional compensation:

Other Services

Task 6.0	DBE Plan and Reports DBE Plan and	$903.00
Task 7.0	Grant Administration	$7,560.00
Task 8.0	Contract Administration	$19,481.00
Task 9.0	Construction Staking	$814.00
Task 10.0	As-Built ALP	$0.00

The total additional lump sum fee payment for Other Services is $28,758.00

2. Under 3d, PAYMENT FOR PROJECT INSPECTION SERVICES, add the following additional compensation:

Project Inspection Services

Task 11.0	Construction Observation	Cost Plus Fixed Fee of $1,123.00 not to exceed total fee of $8,741.00
Task 12.0	Construction Testing	Total Estimated Not to Exceed Fee $1,901.00

The Owner shall pay the Engineer a fee for Construction Testing Services described in 1.d as Task 12.0, an amount equal to direct labor, overhead and expenses plus a fixed payment of $117.00 not to exceed a total of $901.00. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services are estimated at $1,000.00, but shall be billed at actual cost.

The total not to exceed fee payment for project inspection services is estimated at $10,642.00

The total not to exceed fee payment for Amendment No. 1 is estimated at $ 39,400.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the *AGREEMENT* on this _____ day of _____, 2020.

OWNER:	**ENGINEER:**
City of Marshalltown	**Clapsaddle-Garber Associates, Inc.**
By: _____	**By:** Michael C Beard
Title: _____	**Title:** **Executive Vice President**
ATTESTED BY:	**ATTESTED BY:**
_____	_____
Title: _____	**Title:** **Project Manager**

Attachment C

Labor Estimate - Amendment No.1
Airfield Vault Improvements
Marshalltown Municipal Airport

Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Payment	Out-Side Services	TOTAL FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv. 38.25	Surv. Tech 29.00	Sr. Admin 28.00						
BASIC SERVICES														
1.0 Preliminary Design														
1.1 Project Formulation									0.00	0.00	0.00	0.00		$0.00
1.2 Pavement Design Form									0.00	0.00		0.00		$0.00
1.3 Collect Survey and Draft Background									0.00	0.00		0.00		$0.00
1.4 Cover Sheet									0.00	0.00		0.00		$0.00
1.5 Symbols, Legend and Information Sheet									0.00	0.00		0.00		$0.00
1.6 Project Layout Sheet and CSPP									0.00	0.00		0.00		$0.00
1.7 Typical Sections and Project Details									0.00	0.00		0.00		$0.00
1.8 Project Quantities Sheet									0.00	0.00		0.00		$0.00
1.9 Electrical Sheets									0.00	0.00		0.00		$0.00
1.10 Storm Water Pollution Prevention Plan - Not Included									0.00	0.00		0.00		$0.00
1.11 Project Manual									0.00	0.00		0.00		$0.00
1.12 Progress Meetings									0.00	0.00		0.00		$0.00
1.13 Quality Control Review									0.00	0.00		0.00		$0.00
1.14 Design Report (90%) and Plan Review									0.00	0.00		0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
2.0 Final Design														
2.1 Construction Plans									0.00	0.00	0.00	0.00		$0.00
2.2 Project Manual									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3.0 Bid Letting														
3.1 Advertising and Queries									0.00	0.00	0.00	0.00		$0.00
3.2 Bid Opening and Award									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
4.0 Distribution of Plans and Specifications														
4.1 Distribution of Plans and Specifications									0.00	0.00		0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	$0.00
OTHER SERVICES														
5.0 DBE Plan and Reports														
5.1 Disadvantaged Business Enterprise (DBE) Plan									0.00	0.00	0.00	0.00		$0.00
5.2 DBE Monitoring and Reporting		2		4				4	302.00	483.20	0.00	117.78		$902.98
PHASE TOTAL	0	0	0	0	0	0	0	0	302.00	483.20	0.00	117.78	0.00	$902.98

Attachment C

Labor Estimate - Amendment No.1
Airfield Vault Improvements
Marshalltown Municipal Airport

Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Payment	Out-Side Services	TOTAL FEE
	Principal 68.75	P.M 43.00	P.E 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv. 38.25	Surv. Tech 29.00	Sr. Admin 28.00						
6.0 Grant Administration														
6.1 Grant Application		2		4				2	246.00	393.60	0.00	95.94		$735.54
6.2 Grant Reimbursement and Documentation	8							16	998.00	1,596.80	0.00	389.22		$2,984.02
6.3 Liaison With FAA	4	2							361.00	577.60	0.00	140.79		$1,079.39
6.4 Quarterly Performance Reports	2			6					293.50	469.60	0.00	114.47		$877.57
6.5 Sponsor Certifications		1		2					95.00	152.00	0.00	37.05		$284.05
6.6 Project Closeout		4	4	8					535.00	856.00	0.00	208.65		$1,599.65
PHASE TOTAL	14	9	4	20	0	0	0	18	2,528.50	4,045.60	0.00	986.12	0.00	7,560.22
7.0 Contract Administration														
7.1 Preconstruction Conference		2						2	142.00	227.20	6.50	55.38		$431.08
7.2 Payroll Transcripts								4	112.00	179.20	0.00	43.68		$334.88
7.3 Submittal Reviews and Coordination		8	16					4	1,076.00	1,721.60	0.00	419.64		$3,217.24
7.4 Construction Progress Payments	1	4						8	464.75	743.60	0.00	181.25		$1,389.60
7.5 Visits to the Site		6							258.00	412.80	19.50	100.62		$790.92
7.6 Engineering Administration	4	16							963.00	1,540.80	32.50	375.57	7,440.00	$10,351.87
7.7 Change Orders									0.00	0.00	0.00	0.00		$0.00
7.8 Engineer's Statement of Completion	1	4						2	296.75	474.80	6.50	115.73		$893.78
7.9 Record Drawings			4						155.00	248.00	0.00	60.45		$463.45
7.10 Final Quantity & Testing Results Report			4						155.00	248.00	0.00	60.45		$463.45
7.11 Construction Observation Program - Not included									0.00	0.00	0.00	0.00		$0.00
7.12 Construction Progress and Inspection Report		4	4					2	383.00	612.80	0.00	149.37		$1,145.17
PHASE TOTAL	6	40	24	0	0	0	0	20	4,005.50	6,408.80	65.00	1,562.15	7,440.00	$19,481.45
8.0 Construction Staking														
8.1 Construction Staking						4	4		269.00	430.40	10.00	104.91		$814.31
PHASE TOTAL	0	0	0	0	0	4	4	0	269.00	430.40	10.00	104.91	0.00	$814.31
9.0 As-Built ALP														
9.1 As-Built ALP- Not Included									0.00	0.00	0.00	0.00		$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0	0.00	0.00	0.00	$0.00
PROJECT INSPECTION SERVICES														
10.1 Construction Observation														
10.1 Resident Observation					80				2,880.00	4,608.00	130.00	1,123.20		$8,741.20
PHASE TOTAL	0	0	0	0	80	0	0	0	2,880.00	4,608.00	130.00	1,123.20	0.00	$8,741.20
11.0 Construction Testing														
11.1 Laboratory and Field Testing			4						155.00	248.00	0.00	60.45	1,000.00	$1,463.45
11.2 Manufactured Materials Testing	1		2						146.25	234.00	0.00	57.04		$437.29
PHASE TOTAL	1	0	6	0	0	0	0	0	301.25	482.00	0.00	117.49	1,000.00	$1,900.74
PROJECT TOTALS - Amendment No.1	21	49	34	20	80	4	4	38	10,286.25	16,458.00	205.00	4,011.64	8,440.00	$39,400.89

Direct Expense and Subcontracting Expense Summary

Direct Expenses	Quantity	Unit	Rate		Subtotal
Mileage - Survey Vehicle	10	Mile	$1.00		$10.00
Mileage - Personal Vehicle	300	Mile	$0.65		$195.00
Lodging		Day	$80.00		$0.00
Subsistence Per Diem - Travel Day		Day	$20.00		$0.00
Subsistence Per Diem - Non Travel Day		Day	$30.00		$0.00
Survey Equipment Fees		Hourly	$25.00		$0.00
Printing		Cost Plus	$0.00		$0.00
Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee		Subtotal
Subconsultant No.1 - UL Verification Services	$7,440.00	Cost-Plus			$7,440.00
Subconsultant No. 2 - Team Services	$1,000.00	Cost-Plus			$1,000.00

Total Direct Expenses and Subcontracting Expense Summary **$8,645.00**

Direct Expenses:
- Personal Vehicle Mileage: $0.65 per Mile
- Survey Vehicle Mileage: $1.00 per Mile
- Round Trip ~ 10 miles

Survey Equipment: $25 per hour

Subconsultants:
- UL Verification Services
- TEAM Services - Construction Testing

Staff Abbreviations:
- Principal = Principal
- P.M. = Project Manager
- P.E. = Project Engineer
- Av. Special = Aviation Specialist
- Sr. Lead Surv. = Sr. Lead Surveyor
- Surv. Tech = Surveyor Technician
- Sr. Admin. = Sr. Administrative Assistant
- Sr. Const = Sr. Construction Technician

RESOLUTION TO APPROVE FEDERAL GRANT AGREEMENT #3-19-0058-0017-2020 TO CONSTRUCT HANGAR: PHASE 2 FOR THE MARSHALLTOWN MUNICIPAL AIRPORT PROJECT ARP19001

WHEREAS, there is herewith submitted to this Council a grant offer #3-19-0058-017-2020 for Federal Grant Assistance to CONSTRUCT HANGAR for the Marshalltown Municipal Airport, being City Project No. ARP19001 and

WHEREAS, the Council has examined said offer and approves of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the Grant Agreement #3-19-0058-017-2020 to CONSTRUCT HANGAR for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this _____ day of _____, 2020, and signed this _____ day of _____, 2020.

_____
Joel Greer, Mayor

ATTEST:

_____
SHARI L. COUGHENOUR, City Clerk

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: 3-19-0058-0017-2020

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Marshalltown, Iowa

* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6004934

* c. Organizational DUNS: 0758522930000

d. Address:

* Street1: 24 N Center St

Street2:

* City: Marshalltown

County/Parish:

* State: IA: Iowa

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 50158-4912

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Justin

Middle Name:

* Last Name: Nickel

Suffix:

Title: Public Works Director

Organizational Affiliation:

* Telephone Number: (641) 754-5734

Fax Number: (641) 754-5717

* Email: jnickel@ci.marshalltown.ia.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-19-0058-0017-2020

* Title:

Construct Hangar Phase 2 Construct

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Construct Hangar Phase 2 Construct

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: IA-1

* b. Program/Project: IA-1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 08/01/2020

* b. End Date: 06/30/2022

18. Estimated Funding ($):

* a. Federal	1,109,373.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	520,627.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,630,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Joel

Middle Name:

* Last Name: Greer

Suffix:

* Title: Mayor

* Telephone Number: (641) 754-5712

Fax Number: (641) 754-5717

* Email: mayor@ci.marshalltown.ia.us

* Signature of Authorized Representative:

* Date Signed: 06/08/2020

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Marshalltown and Marshall County have a Tall Structure Ordinance in the City and County ordinances and provides administrative review of tall structure intrusions into FAR Part 77 surfaces.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to an agency of the United States Government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor is not aware of any factors or circumstances that may create a disability to the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local development plans around the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The sponsor has given fair consideration to applicable community interest associated with the project.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The sponsor has undertaken reasonable consultation with affected airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public hearing was not required and all applicable requirements were met.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The airport has no exclusive rights provisions.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor maintains fee simple property intrest on tract 2 as depicted on the current ALP. The Exhibit "A" Property Map dated 7/3/2014 and prepared under 3-19-0058-013-2014 is incorporated herein by reference.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No additional land is required for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No additional land is required for this project.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20-106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 2,093
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			61,140
5. Other Architectural engineering fees			65,257
6. Project inspection fees			29,268
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,472,242
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 1,630,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,630,000
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 1,630,000
19. Federal Share requested of Line 18			1,109,373
20. Grantee share			520,627
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 1,630,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	$ 0

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	520,627
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 520,627
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	$ 0
26. TOTAL NON-FEDERAL FINANCING	$ 520,627

SECTION E – REMARKS
(Attach sheets if additional space is required)

The following item is incorporated: Exhibit A dated July 3, 2014.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: 3-19-0058-017-2020

AIRPORT: Marshalltown Municipal Airport

1. Objective:

This project provides for the construction of a storage hangar capable of storing frequent large itinerent aircraft. The hangar would be a conventional hangar with door opening tall enough to accommodate a Falcon 900 and a Falcon 2000.

2. Benefits Anticipated:

The existing maintenance hangar at Marshalltown is an 80' x 80' building having a door with a clear opening of 53' x 15'. The airport has a frequent need to house itinerant aircraft needing a larger door. Specific aircraft makes/models include: Falcon 50, Hawker 800, Hawker 900XP, Falcon 900, Falcon 2000 and Challenger 604. It is currently not possible to get many of these aircraft inside and protected from the weather. As a result they are forced to relocate to another airport, even though their business is in Marshalltown.

3. Approach: (See approved Scope of Work in Final Application)

Detailed drawings and project manual were developed by Clapsaddle-Garber Associates in consultation with the Owner and the FAA under a 2019 grant. This project was bid and will be constructed with this project. The hangar is part of project that will also include a terminal.

Owner: City of Marshalltown
Prime Consultant: Clapsaddle-Garber Associates, Inc.

4. Geographic Location:

The Marshalltown Airport is located in Marshall County, four miles north of Marshalltown.

5. If Applicable, Provide Additional Information:

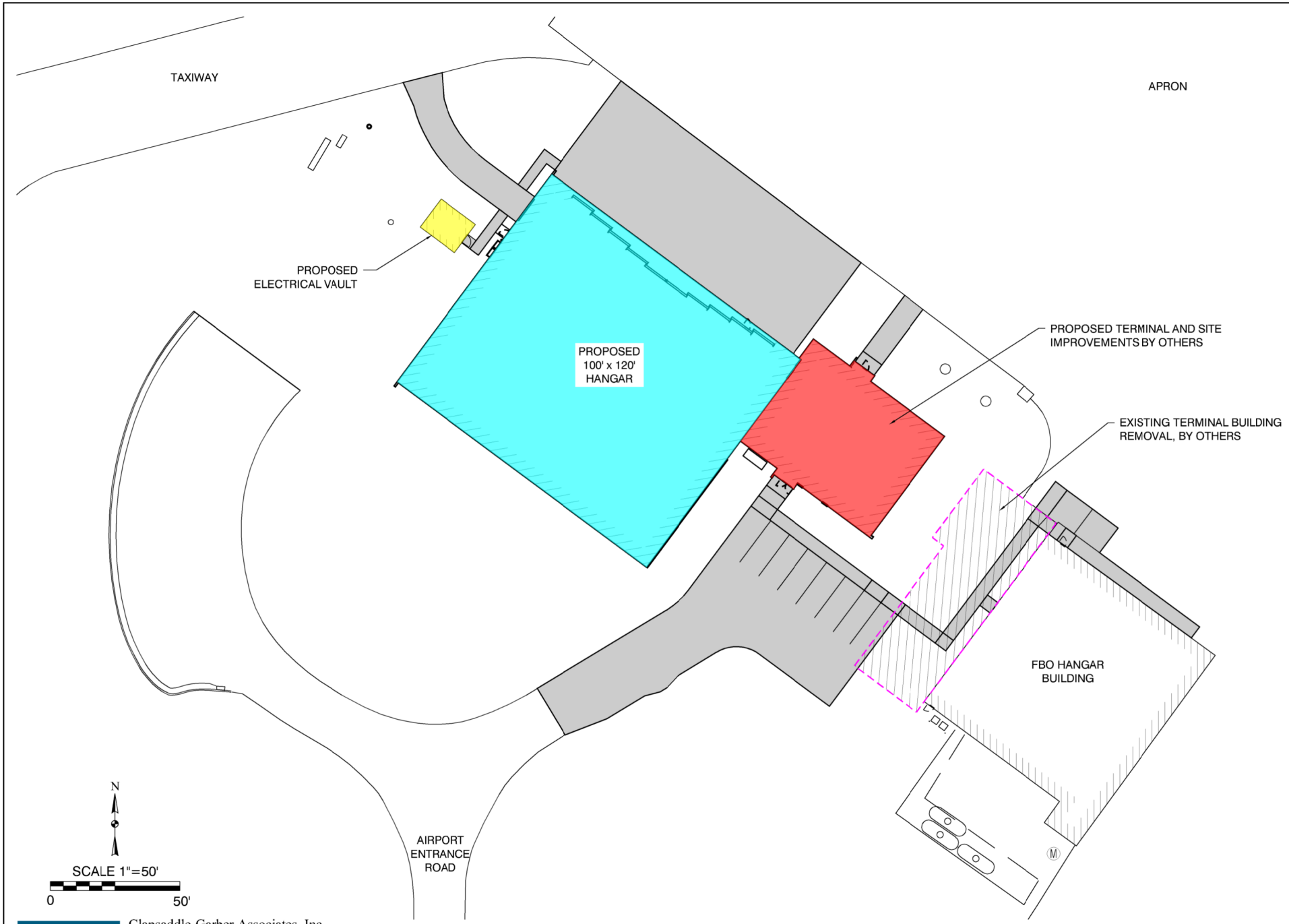
None

6. Sponsor's Representative: (include address & telephone number)

Justin Nickel
24 N Center St.
Marshalltown, IA 50158-4912 Telephone: (641) 754-5734

PROJECT COST BREAKDOWN
CONSTRUCT HANGAR PHASE 2 CONSTRUCT
MARSHALLTOWN MUNICIPAL AIRPORT
AIP NO. 3-19-0058-0017-2020

	Estimated	Subtotal	Total For Grant App
1 Administrative expense	$2,093.25	$2,093.25	$2,093.25
4 Architectural Engineering Basic Fees			
Preliminary Design - Hangar	$0.00		
Final Design - Hangar	$9,693.00		
Bid Letting - Hangar	$3,370.00		
Distribution of Plans and Specifications - Hangar	$1,927.00	$14,990.00	
Preliminary Design - Vault	$34,134.00		
Final Design - Vault	$8,067.00		
Bid Letting - Vault	$2,522.00		
Distribution of Plans and Specifications - Vault	$1,427.00	$46,150.00	$61,140.00
5 Other Architectural Engineering Fees			
DBE Plan and Reports - Hangar	$1,704.00		
Grant Administration - Hangar	$10,706.00		
Contract Administration - Hangar	$21,054.00		
Construction Staking - Hangar	$1,746.00		
As-Built ALP - Hangar	$0.00	$35,210.00	
DBE Plan and Reports - Vault	$1,289.00		
DBE Plan and Reports - Vault-Amend #1	$903.00		
Grant Administration - Vault	$7,560.00		
Contract Administration - Vault	$19,481.00		
Construction Staking - Vault	$814.00		
As-Built ALP - Hangar - Vault	$0.00	$30,047.00	$65,257.00
6 Project Inspection Fees			
Construction Observation - Hangar	$14,097.00		
Construction Testing - Hangar	$4,529.00	$18,626.00	
Construction Observation - Vault	$8,741.00		
Construction Testing - Vault	$1,901.00	$10,642.00	$29,268.00
11 Construction and Project Improvements Cost			
Garling Construction, Inc. - Hangar	$1,161,425.00	$1,161,425.00	
Van Maanen Electric, Inc. - Vault	$310,816.75	$310,816.75	$1,472,241.75
13 Miscellaneous			
14 Total Project			$1,630,000.00
17 In-eligible Exclusions			$0.00
18 Net Project Total			$1,630,000.00
19 Federal Share to Date			
FAA FY 20 Entitlements	$548,438.00		
FAA FY 20 Backfill to 100% (Additional from Cares Act)	$60,937.00	$609,375.00	
FAA FY 21 Entitlements	$150,000.00		
FAA FY 21 Backfill to 100% (Additional from Cares Act)	$16,666.00	$166,666.00	
FAA FY 22 Entitlements	$150,000.00		
FAA FY 22 Backfill to 100% (Additional from Cares Act)	$16,666.00	$166,666.00	
FAA FY 23 Entitlements	$150,000.00		
FAA FY 23 Backfill to 100% (Additional from Cares Act)	$16,666.00	$166,666.00	$1,109,373.00
20 Grantee Share			$520,627.00



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

AIP 3-19-0058-017-2020
PROJECT EXHIBIT FOR GRANT APPLICATION
MARSHALLTOWN MUNICIPAL AIRPORT

J:\4482\dwgs\Exhibits\4482 - Grant Application Exhibit - Combined.dwg - Landscape - 05-29-20 - 6:37p rm - JFS295

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-017-2020

Description of Work: Construct Hangar Phase 2 Construct

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 1ST day of June , 2020 .

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: Justin Nickel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-017-2020

Description of Work: Construct Hangar Phase 2 Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Marshalltown Municipal Airport
Address: 2651 170th Street, Marshalltown, Iowa 50158

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1st day of June , 2020 .

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: Justin Nickel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-017-2020

Description of Work: Construct Hangar Phase 2 Construct

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor’s contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 1st day of June 2020.

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: Justin Nickel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-017-2020

Description of Work: Construct Hangar Phase 2 Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1st day of June , 2020 .

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: Justin Nickel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal Airport

Project Number: 3-19-0058-017-2020

Description of Work: Construct Hangar Phase 2 Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

    a. Only one qualified person/firm submits a responsive bid;

    b. Award is to be made to other than the lowest responsible bidder; and

    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

    a. Access to Records (§ 200.336)

    b. Buy American Preferences (Title 49 U.S.C. § 50101)

    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

    e. Occupational Safety and Health Act requirements (20 CFR part 1920)

    f. Seismic Safety – building construction (49 CFR part 41)

    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

    h. U.S. Trade Restriction (49 CFR part 30)

    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1st day of June , 2020 .

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: Justin Nickel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Marshalltown, Iowa

Airport: Marshalltown Municipal

Project Number: 3-19-0058-017-2020

Description of Work: Construct Hangar Phase 2 Construct

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1st day of June , 2020 .

Name of Sponsor: City of Marshalltown, Iowa

Name of Sponsor's Authorized Official: Justin Nickel

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: Justin Nickel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

REAL ESTATE CONTRACT
(SHORT FORM)

IT IS AGREED between the City of Marshalltown, Iowa ("Sellers"); and

_____

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Marshall County, Iowa, described as:

Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21,
Town of Marshall, Marshall County, Iowa

(Locally known as: 109 S. 1st Avenue and 8 E. Linn Street,
Marshalltown, Iowa 50158)

with any easements and appurtenant servient estates, but subject to the following:

a. any zoning and other ordinances;
b. any covenants of record;
c. any easements of record for public utilities, roads and highways; and
d. (consider: liens; mineral rights; other easements; interest of others.)

_____

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is _____ and Dollars ($_____) of which _____ Dollars ($_____) has been paid and shall be held in trust by Van Metre & Associates pending closing. Buyers shall pay the balance to Sellers at closing upon delivery of a Warranty Deed and abstract showing merchantable title in Seller.
2. **INTEREST.** Buyers shall pay interest from the date of closing on the unpaid balance, at the rate of seven (7) percent per annum.
3. **REAL ESTATE TAXES.** This real estate is currently tax exempt. Buyers shall pay all future real estate taxes.
4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of June 06, 2020. All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on closing, provided Buyers are not in default under this contract. Closing shall be on or before August 06, 2020.
6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.
7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through June 06, 2020, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full.
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.) NO EXCEPTIONS
9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers prior to closing.
10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.
11. **REMEDIES OF THE PARTIES.**
    a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real

estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall

be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.
d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
13. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.
14. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
15. **RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.
16. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____ _____

Buyer

17. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** The Seller warrants that there is no private sewage disposal system on this property.
18. **ADDITIONAL PROVISIONS.**
    A. This contract is subject to approval by the City Council of Marshalltown, Iowa. Such approval to be obtained within 30 days.
    B. The property is being sold "AS IS" in its present condition.

Dated: _____.

_____ _____

City of Marshalltown, Seller Buyer

_____

by Jessica Kinser, City Administrator

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, by _____.

_____

Signature of Notary Public

CORPORATE NOTARY

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, by _____, as _____, of _____.

_____

Signature of Notary Public

2020-162

TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO [WINNING BIDDER]

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 **[WINNING BIDDER]**; and

WHEREAS an auction has been held and the **[WINNING BIDDER]** has negotiated a REAL ESTATE CONTRACT, subject to approval by the City Council of Marshalltown; and

WHEREAS the consideration for the transfer of the real estate to **[WINNING BIDDER]**, as set forth in Section 1, is the full sum of $ 0.00 (zero and 00/100) Dollars, said sum payable to the City of Marshalltown, as per the Real Estate Contract; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to **[WINNING BIDDER]** 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 WARRANTY DEED to the following described property to **[WINNING BIDDER]**, and said property is described as follows, to-wit:

8418-35-204-016, 109 S 1ST AVENUE and

8418-35-204-011, 8 E LINN STREET

legally described as follows:

Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21, Town of Marshall, Marshall County, Iowa

Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to **[WINNING BIDDER]**, shall be the sum of $ 0.00 (zero and 00/100) Dollars, payable as described in the Real Estate Contract.

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, as described in the Real Estate Contract.

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 June 22, 2020, 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.

Section 5. The Real Estate Contract is subject to approval by the City Council of Marshalltown, Iowa, by the adoption of the Final Resolution authorizing this property conveyance, which will be considered following the public hearing set for June 22, 2020.

Passed this 8th day of June, 2020, and signed this __ day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

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 WARRANTY DEED the following described properties in Marshalltown, Marshall County, Iowa, 8418-35-204-016, 109 S 1ST AVENUE and 8418-35-204-011, 8 E LINN STREET, legally described as follows:
Lots 10, 11 and the West 60 feet of Lot 12, all in Block 21, Town of Marshall, Marshall County, Iowa, from the City of Marshalltown to **[WINNING BIDDER]**. The consideration for such conveyance shall be the sum of $ 0.00 (zero and 00/100) Dollar.

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 June 22, 2020, 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.

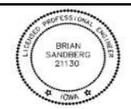
This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

E. Merle Hibbs Boulevard East Extension
City of Marshalltown, Iowa
6/2/2020

					Engineer Estimate		Wenthold Excavating, LLC		Con-Struct Inc.		McAninch Corporation		Pirc-Tobin Construction Inc		Peterson Contractors Inc		Dave Schmitt Construction	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
DIVISION 2 - EARTHWORK																		
2.01	2010-108-C-0	CLEARING AND GRUBBING	AC	10.2	$5,000.00	$51,000.00	$4,500.00	$45,900.00	$2,000.00	$20,400.00	$250.00	$2,550.00	$750.00	$7,650.00	$1,500.00	$15,300.00	$141.00	$1,438.20
2.02	2010-108-D-1	TOPSOIL, ON-SITE	CY	10518	$10.00	$105,180.00	$3.80	$39,968.40	$5.00	$52,590.00	$3.98	$41,861.64	$4.50	$47,331.00	$5.15	$54,167.70	$7.00	$73,626.00
2.03	2010-108-E-0	EXCAVATION, CLASS 10	CY	100094	$5.00	$500,470.00	$1.90	$190,178.60	$2.50	$250,235.00	$3.82	$382,359.08	$3.00	$300,282.00	$3.65	$365,343.10	$5.00	$500,470.00
2.04	2010-108-G-0	SUBGRADE PREPARATION, 12 IN.	SY	7184	$5.00	$35,920.00	$2.25	$16,164.00	$2.00	$14,368.00	$3.25	$23,348.00	$1.50	$10,776.00	$1.25	$8,980.00	$3.50	$25,144.00
2.05	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID	SY	7184	$4.00	$28,736.00	$2.50	$17,960.00	$3.00	$21,552.00	$2.24	$16,092.16	$2.25	$16,164.00	$3.50	$25,144.00	$2.15	$15,445.60
2.06	2010-108-L-0	COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$9,200.00	$9,200.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$3,654.00	$3,654.00
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL																		
3.01	3010-108-C-0	TRENCH FOUNDATION	TON	500	$50.00	$25,000.00	$34.00	$17,000.00	$16.00	$8,000.00	$21.00	$10,500.00	$28.00	$14,000.00	$25.00	$12,500.00	$35.00	$17,500.00
3.02	3010-108-F-0	TRENCH COMPACTION TESTING	LS	1	$5,000.00	$5,000.00	$8,300.00	$8,300.00	$12,000.00	$12,000.00	$4,280.00	$4,280.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$6,915.00	$6,915.00
DIVISION 4 - SEWERS AND DRAINS																		
4.01	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	1447	$80.00	$115,760.00	$39.90	$57,735.30	$37.00	$53,539.00	$62.00	$89,714.00	$125.00	$180,875.00	$55.00	$79,585.00	$60.00	$86,820.00
4.02	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 16 IN.	LF	476	$125.00	$59,500.00	$135.45	$64,474.20	$128.00	$60,928.00	$159.00	$75,684.00	$300.00	$142,800.00	$135.00	$64,260.00	$155.00	$73,780.00
4.03	4010-108-H-0	REMOVAL OF SANITARY SEWER, RCP, 15 IN.	LF	475	$25.00	$11,875.00	$29.50	$14,012.50	$25.00	$11,875.00	$42.00	$19,950.00	$15.00	$7,125.00	$20.00	$9,500.00	$12.10	$5,747.50
4.04	4020-108-A-1	STORM SEWER, TRENCHED, PVC, C900, 16 IN.	LF	182	$20.00	$3,640.00	$52.50	$9,555.00	$50.00	$9,100.00	$78.00	$14,196.00	$85.00	$15,470.00	$62.00	$11,284.00	$57.00	$10,374.00
4.05	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	442	$90.00	$39,780.00	$56.70	$25,061.40	$55.00	$24,310.00	$70.00	$30,940.00	$65.00	$28,730.00	$62.00	$27,404.00	$58.00	$25,636.00
4.06	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	570	$95.00	$54,150.00	$57.75	$32,917.50	$60.00	$34,200.00	$73.00	$41,610.00	$60.00	$34,200.00	$64.00	$36,480.00	$63.00	$35,910.00
4.07	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	398	$110.00	$43,780.00	$78.75	$31,342.50	$75.00	$29,850.00	$91.00	$36,218.00	$125.00	$49,750.00	$88.00	$35,024.00	$126.00	$50,148.00
4.08	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	139	$125.00	$17,375.00	$115.50	$16,054.50	$120.00	$16,680.00	$138.00	$19,182.00	$135.00	$18,765.00	$112.00	$15,568.00	$94.00	$13,066.00
4.09	4030-108-B-0	PIPE APRON, RCP, 36 IN.	EA	1	$2,750.00	$2,750.00	$1,732.50	$1,732.50	$3,000.00	$3,000.00	$1,410.00	$1,410.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,283.00	$1,283.00
4.10	4030-108-C-0	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN.	EA	1	$1,000.00	$1,000.00	$735.00	$735.00	$1,000.00	$1,000.00	$486.00	$486.00	$1,400.00	$1,400.00	$800.00	$800.00	$508.00	$508.00
4.11	4030-108-D-0	PIPE APRON GUARD, 36 IN.	EA	1	$1,000.00	$1,000.00	$1,323.00	$1,323.00	$2,800.00	$2,800.00	$1,200.00	$1,200.00	$1,250.00	$1,250.00	$1,200.00	$1,200.00	$1,092.00	$1,092.00
4.12	4040-108-A-0	SUBDRAIN, PVC, 6 IN.	LF	3450	$15.00	$51,750.00	$12.00	$41,400.00	$16.50	$56,925.00	$17.16	$59,202.00	$15.00	$51,750.00	$14.50	$50,025.00	$10.00	$34,500.00
4.13	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-1	EA	4	$1,000.00	$4,000.00	$420.00	$1,680.00	$800.00	$3,200.00	$468.00	$1,872.00	$650.00	$2,600.00	$1,000.00	$4,000.00	$560.00	$2,240.00
4.14	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN.	EA	10	$1,000.00	$10,000.00	$325.00	$3,250.00	$250.00	$2,500.00	$364.00	$3,640.00	$200.00	$2,000.00	$450.00	$4,500.00	$190.00	$1,900.00
4.15	SPECIAL	FIELD TILE REPAIR, UNSPECIFIED DIA.	LF	200	$50.00	$10,000.00	$19.00	$3,800.00	$20.00	$4,000.00	$11.00	$2,200.00	$35.00	$7,000.00	$16.00	$3,200.00	$19.60	$3,920.00
4.16	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, C900, 8 IN.	LF	20	$80.00	$1,600.00	$236.25	$4,725.00	$70.00	$1,400.00	$425.00	$8,500.00	$125.00	$2,500.00	$125.00	$2,500.00	$49.90	$998.00
DIVISION - 5 WATER MAINS AND APPURTENANCES																		
5.01	5010-108-A-1	WATER MAIN, TRENCHED, PVC, C900, 8 IN.	LF	86	$90.00	$7,740.00	$51.45	$4,424.70	$65.00	$5,590.00	$58.00	$4,988.00	$85.00	$7,310.00	$40.00	$3,440.00	$99.10	$8,522.60
5.02	5010-108-A-1	WATER MAIN, TRENCHED, PVC, C900, 12 IN.	LF	20	$120.00	$2,400.00	$84.00	$1,680.00	$95.00	$1,900.00	$288.00	$5,760.00	$45.00	$900.00	$100.00	$2,000.00	$243.00	$4,860.00
5.03	5010-108-C-1	FITTING, 90 DEGREE MJ BEND, 8 IN.	EA	1	$1,800.00	$1,800.00	$388.50	$388.50	$400.00	$400.00	$500.00	$500.00	$500.00	$500.00	$600.00	$600.00	$487.50	$487.50
5.04	5010-108-C-1	FITTING, 22.5 DEGREE MJ BEND, 8 IN.	EA	1	$1,800.00	$1,800.00	$362.25	$362.25	$400.00	$400.00	$500.00	$500.00	$500.00	$500.00	$600.00	$600.00	$471.50	$471.50
5.05	5010-108-C-1	FITTING, 11.25 DEGREE MJ BEND, 8 IN.	EA	1	$1,800.00	$1,800.00	$357.00	$357.00	$400.00	$400.00	$420.00	$420.00	$475.00	$475.00	$600.00	$600.00	$465.00	$465.00
5.06	5010-108-C-1	FITTING, MJ TEE, 12 IN.	EA	1	$1,500.00	$1,500.00	$362.25	$362.25	$950.00	$950.00	$820.00	$820.00	$850.00	$850.00	$700.00	$700.00	$927.50	$927.50
5.07	5010-108-C-1	FITTING, MJ REDUCER, 12 IN. TO 8 IN.	EA	1	$1,000.00	$1,000.00	$430.50	$430.50	$550.00	$550.00	$540.00	$540.00	$250.00	$250.00	$600.00	$600.00	$577.00	$577.00
5.08	5010-108-C-1	FITTING, MJ PLUG, 12 IN.	EA	1	$750.00	$750.00	$336.00	$336.00	$220.00	$220.00	$361.00	$361.00	$150.00	$150.00	$450.00	$450.00	$567.50	$567.50
5.09	5020-108-D-0	FLUSHING DEVICE (BLOWOFF), 2 IN.	EA	1	$4,000.00	$4,000.00	$1,664.25	$1,664.25	$700.00	$700.00	$2,455.00	$2,455.00	$1,300.00	$1,300.00	$575.00	$575.00	$1,657.00	$1,657.00
DIVISION - 6 STRUCTURES FOR SANITARY AND STORM SEWERS																		
6.01	6010-108-A-0	MANHOLE TYPE SW-301, 48 IN.	EA	8	$5,000.00	$40,000.00	$5,145.00	$41,160.00	$4,800.00	$38,400.00	$4,487.00	$35,896.00	$6,000.00	$48,000.00	$3,800.00	$30,400.00	$4,263.00	$34,104.00
6.02	6010-108-A-0	MANHOLE TYPE SW-303, 48 IN.	EA	2	$7,000.00	$14,000.00	$4,000.00	$8,000.00	$4,200.00	$8,400.00	$12,605.00	$25,210.00	$7,000.00	$14,000.00	$6,000.00	$12,000.00	$6,628.00	$13,256.00
6.03	6010-108-A-0	MANHOLE TYPE SW-401, 60 IN.	EA	2	$5,000.00	$10,000.00	$7,612.50	$15,225.00	$8,500.00	$17,000.00	$7,248.00	$14,496.00	$10,000.00	$20,000.00	$8,200.00	$16,400.00	$9,235.00	$18,470.00
6.04	6010-108-B-0	INTAKE TYPE SW-501	EA	1	$4,000.00	$4,000.00	$2,730.00	$2,730.00	$3,000.00	$3,000.00	$2,661.00	$2,661.00	$3,250.00	$3,250.00	$3,200.00	$3,200.00	$3,380.00	$3,380.00
6.05	6010-108-B-0	INTAKE TYPE SW-503	EA	1	$6,000.00	$6,000.00	$4,515.00	$4,515.00	$4,500.00	$4,500.00	$4,783.00	$4,783.00	$4,650.00	$4,650.00	$5,000.00	$5,000.00	$4,057.00	$4,057.00
6.06	6010-108-B-0	INTAKE TYPE SW-505	EA	4	$4,800.00	$19,200.00	$4,357.50	$17,430.00	$4,000.00	$16,000.00	$4,082.00	$16,328.00	$4,500.00	$18,000.00	$5,100.00	$20,400.00	$3,845.00	$15,380.00
6.07	6010-108-B-0	INTAKE TYPE SW-506	EA	4	$8,500.00	$34,000.00	$8,032.50	$32,130.00	$6,500.00	$26,000.00	$8,487.00	$33,948.00	$6,400.00	$25,600.00	$7,900.00	$31,600.00	$5,274.00	$21,096.00
6.08	6010-108-C-0	DROP CONNECTION	EA	1	$5,000.00	$5,000.00	$5,985.00	$5,985.00	$4,100.00	$4,100.00	$4,990.00	$4,990.00	$8,100.00	$8,100.00	$4,200.00	$4,200.00	$2,725.00	$2,725.00
6.09	6010-108-F-0	INTAKE ADJUSTMENT, MAJOR	EA	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$2,265.00	$2,265.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$1,669.00	$1,669.00
6.10	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EA	1	$2,500.00	$2,500.00	$1,600.00	$1,600.00	$2,000.00	$2,000.00	$4,167.00	$4,167.00	$650.00	$650.00	$2,500.00	$2,500.00	$3,863.00	$3,863.00
6.11	6010-108-H-0	REMOVE MANHOLE	EA	3	$2,500.00	$7,500.00	$525.00	$1,575.00	$1,000.00	$3,000.00	$1,082.00	$3,246.00	$1,200.00	$3,600.00	$1,500.00	$4,500.00	$811.50	$2,434.50
DIVISION 7 -STREETS AND RELATED WORK																		
7.01	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	1	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$714.00	$714.00	$1,100.00	$1,100.00	$2,500.00	$2,500.00	$2,600.00	$2,600.00
7.02	7030-108-A-0	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	463.9	$10.00	$4,639.00	$10.00	$4,639.00	$7.00	$3,247.30	$10.15	$4,708.59	$8.00	$3,711.20	$9.50	$4,407.05	$5.85	$2,713.82
7.03	7030-108-C-0	SHARED USE PATH, PCC, 5 IN.	SY	1374.2	$35.00	$48,097.00	$42.10	$57,853.82	$45.00	$61,839.00	$39.80	$54,693.16	$42.50	$58,403.50	$40.00	$54,968.00	$35.61	$48,935.26
7.04	7030-108-D-0	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	1924	$5.00	$9,620.00	$5.00	$9,620.00	$4.00	$7,696.00	$2.26	$4,348.24	$3.50	$6,734.00	$4.00	$7,696.00	$2.10	$4,040.40
7.05	7030-108-E-0	SIDEWALK, PCC, 4 IN.	SY	639.9	$65.00	$41,593.50	$43.00	$27,515.70	$55.00	$35,194.50	$40.60	$25,979.94	$53.50	$34,234.65	$50.00	$31,995.00	$34.13	$21,839.79
7.06	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	54.5	$70.00	$3,815.00	$100.00	$5,450.00	$60.00	$3,270.00	$94.50	$5,150.25	$78.00	$4,251.00	$75.00	$4,087.50	$66.31	$3,613.90
7.07	7030-108-G-0	DETECTABLE WARNING	SF	90	$50.00	$4,500.00	$49.50	$4,455.00	$45.00	$4,050.00	$46.80	$4,212.00	$61.50	$5,535.00	$60.00	$5,400.00	$37.79	$3,401.10
7.08	7030-108-H-1	DRIVEWAY, PAVED, PCC, 8 IN.	SY	308	$80.00	$24,640.00	$67.45	$20,774.60	$65.00	$20,020.00	$63.80	$19,650.40	$73.50	$22,638.00	$70.00	$21,560.00	$61.52	$18,948.16
7.09	7040-108-H-0	PAVEMENT REMOVAL	SY	1634	$10.00	$16,340.00	$10.00	$16,340.00	$7.00	$11,438.00	$7.80	$12,745.20	$5.00	$8,170.00	$11.50	$18,791.00	$5.00	$8,170.00
7.10	7040-108-I-0	CURB AND GUTTER REMOVAL	LF	617.3	$20.00	$12,346.00	$15.00	$9,259.50	$4.00	$2,469.20	$16.10	$9,938.53	$2.50	$1,543.25	$5.00	$3,086.50	$2.10	$1,296.33
DIVISION 8 - TRAFFIC CONTROL																		
8.01	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	32.98	$80.00	$2,638.40	$55.00	$1,813.90	$55.00	$1,813.90	$114.40	$3,772.91	$55.00	$1,813.90	$50.00	$1,649.00	$50.00	$1,649.00
8.02	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	8	$120.00	$960.00	$49.50	$396.00	$50.00	$400.00	$104.00	$832.00	$50.00	$400.00	$45.00	$360.00	$45.00	$360.00
8.03	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$5,148.00	$5,148.00	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$1,950.00	$1,950.00
8.04	SPECIAL	POSTS FOR SIGNS, STEEL	LF	26	$100.00	$2,600.00	$15.40	$400.40	$15.50	$403.00	$31.20	$811.20	$15.50	$403.00	$20.00	$520.00	$14.00	$364.00
8.05	SPECIAL	TYPE A SIGNS	SF	11.3	$70.00	$791.00	$27.50	$310.75	$28.00	$316.40	$31.20	$352.56	$28.00	$316.40	$30.00	$339.00	$25.00	$282.50
8.06	SPECIAL	PERMANENT ROAD CLOSURE	EA	1	$2,000.00	$2,000.00	$660.00	$660.00	$660.00	$660.00	$988.00	$988.00	$675.00	$675.00	$850.00	$850.00	$600.00	$600.00
8.07	SPECIAL	JOINT UTILITY TRENCH	LF	1175	$150.00	$176,250.00	$52.00	$61,100.00	$60.00	$70,500.00	$81.90	$96,232.50	$50.00	$58,750.00	$50.00	$58,750.00	$46.65	$54,813.75
8.08	SPECIAL	PRECAST CONCRETE HANDHOLE, TYPE I	EA	13	$1,000.00	$13,000.00	$1,925.00	$25,025.00	$2,200.00	$28,600.00	$1,820.00	$23,660.00	$2,000.00	$26,000.00	$2,750.00	$35,750.00	$1,750.00	$22,750.00
8.09	SPECIAL	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE III	EA	2	$1,500.00	$3,000.00	$3,245.00	$6,490.00	$3,500.00	$7,000.00	$3,068.00	$6,136.00	$3,850.00	$7,700.00	$5,000.00	$10,000.00	$2,950.00	$5,900.00
DIVISION 9 - SITE WORK AND LANDSCAPING																		
9.01	9010-108-D-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4, (URBAN TEMPORARY EROSION CONTROL MIXTURE)	AC	8.5	$2,500.00	$21,250.00	$825.00	$7,012.50	$788.00	$6,698.00	$416.00	$3,536.00	$445.00	$3,782.50	$750.00	$6,375.00	$400.00	$3,400.00
9.02	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 , (PERMANENT LAWN MIXTURE)	AC	1	$4,000.00	$4,000.00	$3,245.00	$3,245.00	$3,100.00	$3,100.00	$2,600.00	$2,600.00	$2,750.00	$2,750.00	$2,950.00	$2,950.00	$2,500.00	$2,500.00
9.03	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2 , (PERMANENT COOOL SEASON MIXTURE FOR SLOPES AND DITCHES	AC	7.5	$3,000.00	$22,500.00	$2,365.00	$17,737.50	$2,258.00	$16,935.00	$1,976.00	$14,820.00	$2,000.00	$15,000.00	$2,150.00	$16,125.00	$1,900.00	$14,250.00
9.04	9010-108-D-0	WATERING	MGAL	2077	$40.00	$83,080.00	$44.00	$91,388.00	$42.00	$87,234.00	$41.60	$86,403.20	$5.00	$10,385.00	$40.00	$83,080.00	$40.00	$83,080.00
9.05	9010-108-E-0	WARRANTY	LS	1	$2,500.00	$2,500.00	$2,200.00	$2,200.00	$2,100.00	$2,100.00	$4,680.00	$4,680.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$4,500.00	$4,500.00
9.06	9040-108-A-1	SWPPP PREPARATION	LS	1	$5,000.00	$5,000.00	$1,100.00	$1,100.00	$1,050.00	$1,050.00	$2,080.00	$2,080.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00
9.07	9040-108-A-2	SWPPP MANAGEMENT	LS	1	$5,000.00	$5,000.00	$3,850.00	$3,850.00	$3,675.00	$3,675.00	$6,760.00	$6,760.00	$7,250.00	$7,250.00	$5,000.00	$5,000.00	$6,500.00	$6,500.00
9.08	9040-108-D-1	FILTER SOCK, INSTALLATION	LF	2500	$15.00	$37,500.00	$2.20	$5,500.00	$2.10	$5,250.00	$1.82	$4,550.00	$2.00	$5,000.00	$2.00	$5,000.00	$1.75	$4,375.00
9.09	9040-108-D-2	FILTER SOCK, REMOVAL	LF	2500	$1.00	$2,500.00	$0.30	$750.00	$0.30	$750.00	$0.52	$1,300.00	$0.50	$1,250.00	$0.25	$625.00	$0.50	$1,250.00
9.10	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2214	$2.50	$5,535.00	$1.55	$3,431.70	$1.50	$3,321.00	$1.82	$4,029.48	$2.00	$4,428.00	$1.40	$3,099.60	$1.75	$3,874.50
9.11	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	2214	$0.50	$1,107.00	$0.10	$221.40	$0.10	$221.40	$0.26	$575.64	$0.25	$553.50	$0.05	$110.70	$1.00	$2,214.00
9.12	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	2214	$0.50	$1,107.00	$0.10	$221.40	$0.10	$221.40	$0.05	$110.70	$0.05	$110.70	$0.05	$110.70	$0.05	$110.70
9.13	9040-108-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL	AC	8.5	$500.00	$4,250.00	$552.75	$4,698.38	$578.00	$4,913.00	$416.00	$3,536.00	$450.00	$3,825.00	$550.00	$4,675.00	$400.00	$3,400.00
9.14	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EA	12	$150.00	$1,800.00	$181.50	$2,178.00	$175.00	$2,100.00	$156.00	$1,872.00	$165.00	$1,980.00	$165.00	$1,980.00	$150.00	$1,800.00
9.15	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	12	$50.00	$600.00	$27.50	$330.00	$28.00	$336.00	$26.00	$312.00	$25.00	$300.00	$25.00	$300.00	$25.00	$300.00

DIVISION 11 - MISCELLANEOUS																			
11.01	11020-108-A-0	MOBILIZATION	LS	1	$170,000.00	$170,000.00	$83,500.00	$83,500.00	$115,000.00	$115,000.00	$96,200.00	$96,200.00	$150,000.00	$150,000.00	$376,500.00	$376,500.00	$400,000.00	$400,000.00
11.02	11050-108-A-0	CONCRETE WASHOUT	LS	1	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$1,404.00	$1,404.00	$1,200.00	$1,200.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00
CULVERT BID ITEMS (IOWA DOT SPECIFICATIONS)																			
12.01	2102-0425071	SPECIAL BACKFILL	CY	589	$60.00	$35,340.00	$63.00	$37,107.00	$63.00	$37,107.00	$62.40	$36,753.60	$65.00	$38,285.00	$60.00	$35,340.00	$60.00	$35,340.00
12.02	2402-2720000	EXCAVATION, CLASS 20	CY	6155	$15.00	$92,325.00	$9.45	$58,164.75	$14.50	$89,247.50	$12.18	$74,967.90	$10.00	$61,550.00	$9.00	$55,395.00	$9.00	$55,395.00
12.03	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	977.4	$600.00	$586,440.00	$446.25	$436,164.75	$447.00	$436,897.80	$442.00	$432,010.80	$500.00	$488,700.00	$419.00	$409,530.60	$425.00	$415,395.00
12.04	2404-7775000	REINFORCING STEEL	LB	123708	$1.15	$142,264.20	$1.20	$148,449.60	$1.20	$148,449.60	$1.20	$148,449.60	$1.25	$154,635.00	$1.14	$141,027.12	$1.15	$142,264.20
12.05	2507-3250005	ENGINEERING FABRIC	SY	441	$5.00	$2,205.00	$3.15	$1,389.15	$3.15	$1,389.15	$2.65	$1,168.65	$3.50	$1,543.50	$3.00	$1,323.00	$3.00	$1,323.00
12.06	2507-6800061	REVETMENT, CLASS E	TON	395	$50.00	$19,750.00	$47.25	$18,663.75	$47.25	$18,663.75	$50.49	$19,943.55	$50.00	$19,750.00	$45.00	$17,775.00	$45.00	$17,775.00
		TOTAL BASE BID				**$2,977,139.10**		**$1,981,031.40**		**$2,092,038.90**		**$2,288,665.48**		**$2,351,960.10**		**$2,448,360.57**		**$2,541,359.81**
BID ALTERNATE #1																			
2.07.BA1	2010-108-I-0	SUBBASE, MODIFIED SUBBASE, 18 IN.	SY	7184	$10.00	$71,840.00	$26.00	$186,784.00			$20.54	$147,559.36	$23.50	$168,824.00	$19.50	$140,088.00	$19.75	$141,884.00
7.11.BA1	7010-108-E-0	CURB AND GUTTER, 2.5', 7 IN.	LF	2602	$30.00	$78,060.00	$27.50	$71,555.00			$26.00	$67,652.00	$33.50	$87,167.00	$31.00	$80,662.00	$27.30	$71,034.60
7.12.BA1	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING, BID ALTERNATE	LS	1	$5,000.00	$5,000.00	$1,500.00	$1,500.00			$714.00	$714.00	$1,200.00	$1,200.00	$2,500.00	$2,500.00	$5,780.00	$5,780.00
7.13.BA1	7020-108-B-0	PAVEMENT, HMA, BASE COARSE, PG 58-28S, 4 IN.	SY	6034	$25.00	$150,850.00	$18.65	$112,534.10			$13.31	$80,312.54	$13.50	$81,459.00	$15.50	$93,527.00	$12.80	$77,235.20
7.14.BA1	7020-108-B-0	PAVEMENT, HMA, INTERMEDIATE COARSE, PG 58-28V, 1.5 IN.	SY	6034	$10.00	$60,340.00	$8.00	$48,272.00			$6.14	$37,048.76	$6.50	$39,221.00	$7.25	$43,746.50	$5.90	$35,600.60
7.15.BA1	7020-108-B-0	PAVEMENT, HMA, SURFACE COARSE, PG 58-28V, 1.5 IN.	SY	6034	$10.00	$60,340.00	$8.00	$48,272.00			$6.52	$39,341.68	$7.00	$42,238.00	$7.25	$43,746.50	$6.27	$37,833.18
7.16.BA1	7020-108-H-0	HMA PAVEMENT SAMPLES AND TESTING	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00			$6,011.22	$6,011.22	$6,000.00	$6,000.00	$1,250.00	$1,250.00	$7,061.00	$7,061.00
		TOTAL BID ALTERNATE #1				**$431,430.00**		**$473,917.10**		**N/A**		**$378,639.56**		**$426,109.00**		**$405,520.00**		**$376,428.58**
BID ALTERNATE #2																			
2.07.BA2	2010-108-I-0	SUBBASE, MODIFIED SUBBASE, 12 IN.	SY	7184	$8.00	$57,472.00			$15.00	$107,760.00			$13.50	$96,984.00			$15.30	$109,915.20
7.11.BA2	7010-108-A-0	PAVEMENT, PCC, 8 IN.	SY	6758	$60.00	$405,480.00			$51.00	$344,658.00			$71.50	$483,197.00			$45.00	$304,110.00
7.12.BA2	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING, BID ALTERNATE	LS	1	$5,000.00	$5,000.00			$3,200.00	$3,200.00			$25,000.00	$25,000.00			$3,900.00	$3,900.00
		TOTAL BID ALTERNATE #2				**$467,952.00**		**N/A**		**$455,618.00**		**N/A**		**$605,181.00**		**N/A**		**$417,925.20**
BID ALTERNATE #3																			
5.02.BA3	5010-108-A-1	WATER MAIN, TRENCHED, PVC, C900, 12 IN.	LF	1287	$120.00	$154,440.00	$50.00	$64,350.00	$48.00	$61,776.00	$38.00	$48,906.00	$80.00	$102,960.00	$32.00	$41,184.00	$55.00	$70,785.00
5.06.BA3	5010-108-C-1	FITTING, MJ TEE, 12 IN.	EA	1	$1,500.00	$1,500.00	$866.25	$866.25	$800.00	$800.00	$741.00	$741.00	$950.00	$950.00	$700.00	$700.00	$927.50	$927.50
5.08.BA3	5010-108-C-1	FITTING, MJ PLUG, 12 IN.	EA	2	$1,000.00	$2,000.00	$330.75	$661.50	$400.00	$800.00	$434.00	$868.00	$150.00	$300.00	$500.00	$1,000.00	$566.50	$1,133.00
5.1	5010-108-C-1	FITTING, 22.5 DEGREE MJ BEND, 12 IN.	EA	2	$2,000.00	$4,000.00	$572.25	$1,144.50	$650.00	$1,300.00	$599.00	$1,198.00	$750.00	$1,500.00	$650.00	$1,300.00	$719.00	$1,438.00
5.11	5020-108-A-0	VALVE, BUTTERFLY, 12 IN.	EA	4	$4,000.00	$16,000.00	$2,520.00	$10,080.00	$3,500.00	$14,000.00	$1,935.00	$7,740.00	$2,250.00	$9,000.00	$2,400.00	$9,600.00	$1,975.00	$7,900.00
5.12	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	3	$5,000.00	$15,000.00	$7,140.00	$21,420.00	$5,000.00	$15,000.00	$3,810.00	$11,430.00	$5,500.00	$16,500.00	$4,700.00	$14,100.00	$4,097.00	$12,291.00
		TOTAL BID ALTERNATE #3				**$192,940.00**		**$98,522.25**		**$93,676.00**		**$70,883.00**		**$131,210.00**		**$67,884.00**		**$94,474.50**
		TOTAL BASE BID + (LOW OF BID ALT. #1 OR BID ALT. #2) + BID ALT. #3)				**$3,601,509.10**		**$2,553,470.75**		**$2,641,332.90**		**$2,738,188.04**		**$2,909,279.10**		**$2,921,764.57**		**$3,012,262.89**



I hereby Certify that this is a true and correct tabulation of the bids received June 2nd, 2020 for the E. Merle Hibbs Boulevard East Extension project in the City of Marshalltown, Iowa.

Brian Sandberg, P.E. License No. 21130 6/2/2020

Brian Sandberg, P.E. | License No. 21130 | Date

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE EAST MERLE HIBBS EXTENSION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. ECO19001 IN THE AMOUNT OF $2,553,470.75

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the East Merle Hibbs Extension Project, being Project No. ECO19001, in the City of Marshalltown, as described in the plans and specifications therefore, and

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

Name and Address of Bidders	Amount of Bid
Engineer's Estimate	$3,601,509.10
Wenthold Excavating, LLC, Cambridge, Iowa	$2,553,470.75
Con-Struct, Inc, Marshalltown,Iowa	$2,641,332.90
McAninch Corp, Des Moines, Iowa	$2,738,188.04
Pirc-Tobin Cons, Albernett, Iowa	$2,909,279.10
Peterson Contractors, Reinbeck, Iowa	$2,921,764.57
Dave Schmitt Cons, Cedar Rapids, Iowa	$3,012,262.89

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

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

Section 1. That the bid of Wenthold Excavating, LLC, Cambridge, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Two Million Five Hundred Fifty-Three Thousand Four Hundred Seventy and .75/100 ($2,553,470.75) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful

bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

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

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

Passed this 8th day of June, 2020, and signed this _____day of June, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AMENDED #1 ENGINEERING SERVICES AGREEMENT FOR MERLE HIBBS ROAD CONSTRUCTION PROJECT ECO19001 FOR MCCLURE ENGINEERING CO.
AN INCREASE OF $45,754.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with McClure Engineering Co. for the engineering services for the Merle Hibbs Road Construction Project

WHEREAS an increase is requested for items to complete the project.

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

Section1. That the new contract for the Merle Hibbs Street Construction Project, in the increased amount of $45,754.00 is hereby accepted and approved.

Passed this 8th day of June 2020, and signed this _____ day of_____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Project No.: 190227
Project Name: E. Merle Hibbs Blvd Paving Project – Amendment #1
Project Manager: Brian Sandberg

Agreement for Engineering Services

This Agreement, is made on the 2nd day of June, 2020, by and between ***McClure Engineering Company, of Clive, Iowa*** (herein referred to as **"ENGINEER"**) and the ***City of Marshalltown*** (hereinafter referred to as **"OWNER"**). The **ENGINEER** will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'A'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

E. Merle Hibbs Blvd Paving Project – Amendment #1

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'C' in a timely manner so as not to delay the services provided by the **ENGINEER.**

2. Payment to **the ENGINEER** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.

3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER,** suspend services under this agreement.

4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON PAGE 2 OF THIS AGREEMENT.

5. This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

6. The amount of the **ENGINEER's** compensation is **$45,754.00**. The contract type is **Time and Materials Not to Exceed**.

		Included	Not Included
Exhibit 'A'	Scope and Schedule	☒	☐
Exhibit 'B'	Fee Estimate	☒	☐
Exhibit 'C'	**OWNERS's** Responsibilities	☒	☐
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒

OWNER: City of Marshalltown

By: _____

Title: _____

ENGINEER: McClure Engineering Company

Signed: _____

Title: Project Manager/Authorized Signatory

McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The **ENGINEER** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **ENGINEER** shall be entitled to rely upon the accuracy and completeness of data provided by the **OWNER** and shall not assume liability for such data. The ENGINEER does not practice law, insurance or financing; therefore, the **OWNER** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **OWNER** shall hold **ENGINEER** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **OWNER** or others to **ENGINEER.**

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **ENGINEER's** work by the **OWNER**, the **ENGINEER** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **ENGINEER** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **ENGINEER** in doing work on the project, shall remain the property of the **ENGINEER**. The documents prepared by the **ENGINEER** for this Project are for use solely with respect to this Project. The **ENGINEER's** Drawings, Specifications or other documents shall not be used by the **OWNER** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **ENGINEER.**

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **ENGINEER** nor the **OWNER** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **ENGINEER** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **ENGINEER.**

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **OWNER, ENGINEER,** and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **OWNER** upon not less than seven days' written notice to the ENGINEER in the event the Project is permanently abandoned.

Failure of the **OWNER** to make payments to the **ENGINEER** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **OWNER** fails to make payment when due the **ENGINEER** for services, the **ENGINEER** may, upon seven days' written notice to the **OWNER,** suspend performance of services under this Agreement. Unless payment in full is received by the **ENGINEER** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **ENGINEER** shall have no liability to the **OWNER** for delay or damage caused the **OWNER** because of such suspension of services.

In the event of termination not the fault of the **ENGINEER**, the **ENGINEER** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services* and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **ENGINEER** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **ENGINEER** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **OWNER**, third parties, and/or research performed by the **ENGINEER** or its subcontractors. Unfortunately, the information the **ENGINEER** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **OWNER** agrees to indemnify and hold harmless the **ENGINEER** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **ENGINEER** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **ENGINEER** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **ENGINEER**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **ENGINEER** shall not be responsible for any deviations from the contract documents not brought to the attention of **ENGINEER** in writing by the contractor. **ENGINEER** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **ENGINEER** is providing construction observation services, **ENGINEER** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **OWNER** has not retained the **ENGINEER** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **ENGINEER** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **ENGINEER** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **OWNER** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **ENGINEER** makes no representations regarding an environmental site assessment, relies upon **OWNER** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The **ENGINEER's liability** shall be limited to $50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The **OWNER** and the **ENGINEER** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **OWNER** and **ENGINEER** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **OWNER** and **ENGINEER,** respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **OWNER** nor **ENGINEER** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **OWNER** and **ENGINEER** 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 **ENGINEER.** 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 **ENGINEER.**

(Effective 11/13/2018)

McCLURE ENGINEERING Co.

Project No.: 190227
Project Name: E. Merle Hibbs Blvd Paving Project – Amendment #1
Project Manager: Brian Sandberg

Exhibit A: Scope of Services

ITEM	INCLUDED	NOT INCLUDED	SCHEDULE
SECTION 1. DESIGN PHASE SERVICES			
1.01 **Design Concepts/Preliminary Planning**			
1. Information Gathering	☐	☒	
• Current Aerial Photos			
• Field Investigation			
• Corridor Research			
2. Prepare Design Concepts (2 Each)	☐	☒	
• Location/Design Concept Drawing(s)			
• Geometric Configuration			
• Presentation Graphics			
3. Regional Detention Concept	☐	☒	
4. Preliminary Opinion of Probable Costs	☐	☒	
• Develop Opinion of Probable Cost for each Design Concept			
5. Identify Potential Funding Sources	☐	☒	
6. Meetings	☐	☒	
• Staff/Council Meetings (2 Each)			
Deliverables:			
1.02 **Preliminary Design**			
1. Conduct Project Kickoff Meeting with Owner.	☐	☒	
2. Field Walk-thru with **OWNER** to review existing conditions drawings	☐	☒	
3. Confirm Scope, Extent and Character of the Project.	☐	☒	
• Final Design Criteria			
• Develop Construction Item List			
• Review Project Questions and Issues			
• Operation and Maintenance Concepts			
• Utility Requirements			
4. Regional Detention Design	☐	☒	
5. Preliminary Road Design and Plans	☐	☒	
6. Prepare Revised "Opinion of Probable Costs".			
7. Conduct Meeting with Owner to Review Preliminary Design 30%.			
Deliverables:			
1.03 **Final Design**			
1. Prepare final project drawings.	☐	☒	
2. Prepare final project specifications.	☐	☒	
3. Prepare written applications for permits for construction from DOT and other agencies.	☐	☒	
4. Prepare revised Opinion of Probable Cost based on final drawings and specifications.	☐	☒	
5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders.	☒	☐	
6. Review 95% and 100% Final Drawings with the Owner (2-Meetings)	☐	☒	
Deliverables:			

ITEM	INCLUDED	NOT INCLUDED	SCHEDULE
SECTION 2. CONSTRUCTION PHASE SERVICES			
2.01 **Advertising, Bidding, Contract Award**			
1. Assist **OWNER** in advertising for and obtaining bids.	☒	☐	
2. Conduct prebid conference at **OWNER'S** location.	☐	☒	
3. Provide drawings, specifications, contract documents and bid documents to prospective bidders.	☒	☐	
4. Issue addenda to interpret or clarify bid documents.	☒	☐	

McCLURE ENGINEERING Co.

	5. Review prebid submittals from bidders. 6. Attend and administer online bid opening, prepare Bid Tabulation. 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. **Deliverables:**	☒ ☒ ☒	☐ ☐ ☐	
2.02	**Construction Administration** 1. Provide general administration of construction contract as OWNER'S representative. 2. Visit site of construction at appropriate stages to observe the Contractor's work. (This does not include On-Site Resident Project Representative Services.) 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Review and Advise City on Change Orders 8. Attend Preconstruction Meeting **Deliverables:**	☒ ☒ ☒ ☒ ☒ ☐ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐	
2.03	**Resident Project Representative** 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative). 2. Federal Funding and Audit Requirements 3. State Funding and Audit Requirements 4. Local Funding	☐ ☐ ☐ ☐	☒ ☒ ☒ ☒	

ITEM		INCLUDED	NOT INCLUDED	SCHEDULE
SECTION 3. OTHER SERVICES				
3.01	**Permits Coordination** 1. DNR Wastewater and Water Supply Permits 2. Department of Transportation Utility Accommodation Permits 3. Department of Transportation Work in Right-of-Way Permits 4. Prepare Storm Water Pollution Prevention Plan (SWPPP) 5. Apply for NPDES Permit from DNR (Owner will be operator listed on permit) • Engineer will not be liable for fines arising from noncompliance with SWPPP. • The Owner shall be the Permit holder and shall pay for all costs associated with permit application.	☒ ☐ ☐ ☒ ☒	☐ ☒ ☒ ☐ ☐	
3.02	**Soil Boring Coordination** 1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	☐ ☐	☒ ☒	
3.03	**Geotechnical Design** 1. Prepare soil boring layout. 2. Prepare laboratory test assignments and review laboratory test data. 3. Provide geotechnical design input during design stages as needed. 4. Provide geotechnical design for roadway (slope stability, settlement, subgrade, drainage), foundation design for structures, walls, etc. 5. Prepare soil sheets, special provisions, as applicable. 6. Provide geotechnical services during bid process. 7. Provide geotechnical support during construction. **Deliverables:**	☐ ☐ ☐ ☐ ☐ ☐ ☐	☒ ☒ ☒ ☒ ☒ ☒ ☒	
3.04	**Rights-of-Way Negotiations** 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (Appraisal Firm will invoice Owner directly). 3. Right-of-Way negotiations with property owners.	☐ ☐ ☐	☒ ☒ ☒	
3.05	**Acquisition Plats** 1. Prepare Acquisition Plats (Estimated 5 Plats) 2. Prepare Easement Exhibits (Estimated 5 Easements) 3. Public Right-of-Way meeting. **Deliverables:**	☐ ☐ ☐	☒ ☒ ☒	

3.06	Storm Water Pollution Prevention Plan Observation (SWPPP) 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed. *NOTES:*	☐ ☐	☒ ☒	
3.07	Assessments 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. • Preliminary Estimate of Probable Costs. • Prepare Preliminary Assessment Plat and Schedule • Prepare Final Assessment Plat and Schedule 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules Deliverables:	☐ ☐ ☐ ☐	☒ ☒ ☒ ☒	
3.08	Record Drawings 1. As-Built Record Drawings. 2. Hard Copies EA @ $. 3. Electronic Copies EA @ $.	☐ ☐ ☐	☒ ☒ ☒	
3.09	Additional Meetings 1. Special Meetings with Council/Staff 2. Kick-off Meeting with Public. 3. One-on-One Meetings with Property Owners outside of scope. 4. Pre-Construction walk-thru with Property Owners. 5. Other meetings as requested by Owner. Deliverables: *Draft and Final Minute Meetings*, sent as PDF	☐ ☐ ☐ ☐ ☐	☒ ☒ ☒ ☒ ☒	
3.10	Color Presentation Exhibits 1. Prepare color presentation exhibits of the project for use at public meeting and marketing a. 24″ x 36″ b. 11″ x 17″ c. 8.5″ x 11″ Deliverables: *Electronic Copy,* on CD	☐	☒	
3.11	Funding Administration 1. Coordinate with Funding Agencies. 2. Prepare funding Outlay/Reimbursement Requests. 3. Funding Closeout.	☐ ☐ ☐	☒ ☒ ☒	

Project No.: 190227
Project Name: E. Merle Hibbs Blvd Paving Project – Amendment #1
Project Manager: Brian Sandberg

Exhibit B: Fee Estimate

				Contract Type*
Section 1 – Preliminary Planning/Funding Phase Services				*TM*
☐	*1.01 Design Concepts/Preliminary Planning*	*$*	*Completed*	*T&M*
☐	*1.02 Preliminary Design*	*$*	*Completed*	*T&M*
☒	*1.03 Final Design*	*$*	*6,800*	*T&M*
Section 2 – Construction Phase Services				*TM*
☒	*2.01 Advertising, Bidding, Contract Award*	*$*	*11,560*	*T&M*
☒	*2.02 Construction Administration*	*$*	*20,594*	*T&M*
☐	*2.03 Resident Project Representative*	*$*	*Not included*	
Section 3 – Other Services				*TM*
☒	*3.01 Permits Coordination*	*$*	*6,800*	*T&M*
☐	*3.02 Soil Boring Coordination*	*$*	*Completed*	*T&M*
☐	*3.03 Geotechnical Design*	*$*	*Completed*	*T&M*
☐	*3.04 Rights-of-Way Negotiations*	*$*		
☐	*3.05 Acquisition Plats*	*$*	*Completed*	*T&M*
☐	*3.06 Storm Water Pollution Prevention Plan Observation (SWPPP)*	*$*		
☐	*3.07 Assessments*	*$*		
☐	*3.08 Record Drawings*	*$*		
☐	*3.09 Additional Meetings*	*$*	*Completed*	*T&M*
☐	*3.10 Color Presentation Exhibits*	*$*	*Completed*	*T&M*
☐	*3.11 Funding Administration*	*$*	*Completed*	*T&M*
	Total Amendment	***$***	***45,754.00***	***T&M***

* T&M = Time and Materials LS = Lump Sum FF = Cost Plus Fixed Fee TBD = To Be Determined NA = Not Applicable

Exhibit B - Fee Estimate

McClure Engineering Company

PROJECT: E. Merle Hibbs Blvd Paving Project - Amendment #1
PROJECT NO.: 190227
LOCATION: Marshalltown, Iowa
DATE: June 2020

Roadway Agreement for Engineering Services		Assumptions	TIME																								
			Admin	Client Liaison	ENG I	ENG II	ENG III	ENG IV	PM I	PM II	Principal	S Principal	Comm P I	Comm P II	ET I	ET II	ET III	ET IV	LS I	LS II	OSR I	OSR II	Crew Chief	Crew Member	Intern	Survy Crew	TOTAL	SUB-TOTAL
			70.00	180.00	110.00	140.00	170.00	210.00	170.00	195.00	245.00	295.00	135.00	225.00	85.00	100.00	120.00	150.00	130.00	160.00	105.00	145.00	120.00	90.00	70.00	200.00	HOURS	($)
Design Phase Services																												
1.01	**Design Concepts/Preliminary Planning**																											
	Information Gathering																										0	$ -
	Design Concepts (2)																										0	$ -
	Regional Detention Concept																										0	$ -
	Preliminary Opinion of Probable Costs																										0	$ -
	Identify Potential Funding Sources																										0	$ -
	Meetings																										0	$ -
1.02	**Preliminary Design**																											
	Project Kickoff Meeting																										0	$ -
	Field Walk-Thru with Owner																										0	$ -
	Confirm Scope, Extent of Project																										0	$ -
	Regional Detention Design																										0	$ -
	Preliminary Road Design and Plans																											$ -
	Revised "Opinion of Probable Costs"																										0	$ -
	Preliminary Review Meeting with Owner																										0	$ -
1.03	**Final Design**																											
	Final Project Drawings																										0	$ -
	Final Project Specifications																										0	$ -
	Permit Applications																										0	$ -
	Final Opinion of Probable Costs																										0	$ -
	Review 70% and 100% Final Design with Owner (2 meetings)																										0	$ -
	Prepare Contract Agreement Form, General Conditions, Supplemental Conditions, Bid						40																				40	$ 6,800
Construction Phase Services																												
2.01	**Advertising, Bidding, Contract Award**																											
	Assist Owner in advertising for and obtaining bids						40																				40	$ 6,800
	Attend Preconstruction Meeting						4																				4	$ 680
	Provide drawings, specs, contract documents and bid documents to bidders						8																				8	$ 1,360
	Issue addenda to interpret or clarify bid documents						8																				8	$ 1,360
	Review prebid submittals from bidders						2																				2	$ 340
	Attend bid opening, prepare bid tabulation						4																				4	$ 680
	Review bidder's qualifications, bids, and other documents and make award recommend						2																				2	$ 340
2.02	**Construction Administration**																											
	Provide general admininistration of construction contract as Owner's Rep.						8																				8	$ 1,360
	Visit Site of construction at appropriate stages to observe Contractor's Work						16																				16	$ 2,720
	Issue interpretations and clarifications of contract documents						40																				40	$ 6,800
	Review Shop Drawings						8																				8	$ 1,360
	Act as initial interpreter of the requirements of the contract documents						40																				40	$ 6,800
	Review and process Contractor's application for payment																										0	$ -
	Review and Advise City on Change Orders						8																				8	$ 1,360
	Conduct Progress Meetings																										0	$ -
2.03	**Resident Project Representative**																											
Other Services																												
3.01	**Permits Coordination**						40																				40	$ 6,800
3.02	**Soil Boring Coordination**																										0	$ -
3.03	**Geotechnical Design**																										0	$ -
3.04	**Right-Of-Way Negotiation**																										0	$ -
3.05	**Acquisition Plats (5 plats)**																										0	$ -
3.06	**Storm Water Pollution Prevention Plan Observation (SWPPP)**																										0	$ -
3.07	**Assessments**																										0	$ -
3.08	**Record Drawings**																										0	$ -
3.09	**Additional Meetings**																										0	$ -
3.10	**Color Presentation Exhibits**																										0	$ -
3.11	**Funding Administration**																										0	$ -
PROJECT TOTAL			0	0	0	0	268	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	268	$ 45,560

Roadway Agreement for Engineering Services		EXPENSES														TOTAL	TOTAL
		Airfare		Meal per diem	3D Scanner per Scan	UAV Flight	Printing	Hotel		Auto rental	Survey vehicle mileage	Employee mileage		Flow Meters	Fuel	Sub Consultant		Misc			
		Quantity	$	Quantity $	Quantity	Quantity	Cost	Quantity	$	$	$	Quantity	$	$	$	Name	$	$		($)	($)
Design Phase Services																					
1.01	**Design Concepts/Preliminary Planning**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -
1.02	**Preliminary Design**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -
1.03	**Final Design**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ 6,800
Construction Phase Services																					
2.01	**Resident Project Representative**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ 11,560
2.02	**Construction Administration**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	360	$ 194.40	$ -	$ -		$ -	$ -	$ 194.40	$ 20,594
2.03	**Resident Project Representative**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
Other Services																					
3.01	**Permits Coordination**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ 6,800
3.02	**Soil Boring Coordination**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.03	**Geotechnical Design**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.04	**Right-Of-Way Negotiation**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.05	**Acquisition Plats (5 plats)**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.06	**Storm Water Pollution Prevention Plan Observation (SWPPP)**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.07	**Assessments**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.08	**Record Drawings**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.09	**Additional Meetings**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.10	**Color Presentation Exhibits**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
3.11	**Funding Administration**		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -		$ -	$ -	$ -	$ -
PROJECT TOTAL			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -		$ 194.40	$ -	$ -		$ -	$ -	$ 194	$ 45,754
	Expense Unit Cost		$ 750.00 per trip	$ 35.00 per day	$ 30.00 per scan	$ 125.00 per flight	cost + 10%	$ 95.00 per day		$ 65.00 per day	$ 0.70 per mile		$ 0.54 per mile	$ 1,130.00 per day	$ 30.00 per day					

Exhibit C: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER:**

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER**'S policies and decisions with respect to **ENGINEER**'S services for the Project.

2. Provide all criteria and full information as to **OWNER**'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.

3. Assist **ENGINEER** by placing at **ENGINEER**'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.

8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER**'S services, or any defect or non-conformance in the work of any Contractor.

9. Arrange for financing and pay for services as agreed to in this Agreement.

2020-

RESOLUTION 2020- APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WASHINGTON STREET EXTENSION PROJECT, PROJECT NO. ECO20001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the WAHINGTON STREET EXTENSION Project No. ECO20001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written public comments to the plans, specifications and form of contract have been called for, as well as oral public comments being called for, and with consideration to the public comments, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No ECO20001, being the WASHINGTON STREET EXTENSION PROJECT in the city of Marshalltown, Iowa.

Passed this 8th day of June 2020, and signed ths _____ day of June 2020.

CITY OF MARSHALLTOWN

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Public Hearing

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

One

consecutive weeks on the days and dates as follows, to-wit
April 18, 2020

Statutory fees for publishing said notice are:
17.36

Colleen Ward

Sworn to before me and subscribed in my presence by the said Colleen Ward, this Twenty-fourth Day of April, 2020

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No.766297
Commission Expires January 14, 2020

Account No. and Account Name
D02000 City of Marshalltown

NOTARIAL SEAL IOWA | SANDRA PLUMMER MY COMMISSION EXPIRES 1-14-23

Legals
NOTICE OF PUBLIC HEARING

A public hearing will be held at 5:30 p.m. local time on Monday, April 27, 2020, in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. PRK18001, the TIMBER CREEK PEDESTRIAN BRIDGE, is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process. Written comments may be emailed to clerk@marshalltown-ia.gov or by mail to City Clerk, 24 N Center Street, Marshalltown, IA 50158.

The Notice to Bidders is available on the Construction Update Network and on the city's website.

This Notice of Public Hearing is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown.

CITY OF MARSHALLTOWN, IOWA
Shari L. Coughenour,
CMC, City Clerk
------28873

Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

May 18, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – Washington Street Extension, Project No. ECO20001.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Washington Street Extension Project.

Background: Construction includes the extension of West Washington Street from 9th Avenue to the west to connect with existing street. Work will include storm sewer, sanitary sewer, and water distribution utilities. This street is required for the development of the Park Place Condominiums. The costs for the street will be shared by Kading Properties and the City of Marshalltown.

Budget Impact: This project will be funded with Road Use Tax revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin

Ordinance #14997

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE FACILITIES OR VEHICLES

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the following section:

118.004 LICENSE APPLICATION.

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § 118.003 of this chapter. Such application shall set forth the applicant's name; permanent and local address; business address, if any; local and permanent telephone number; physical description of the applicant; and recent photograph. The application also shall set forth the applicant's employer, if any, and the employer's address, telephone number, the nature of the applicant's business, the last three places of such business. An applicant for a license shall also provide a copy of a current Department of Criminal Investigations (DCI) background check. The application shall also set forth the locations of activities and the length of time requested to be covered by the license and be accompanied by current written permission from any property owner upon whose property a transient merchant will be operating, or whose property (including parking) will be affected by the transient merchant's operation. Transient merchants shall also provide recent photographs of all sides of the mobile facility or vehicle which accurately depicts the current condition of the facility or vehicle, and upon request shall make the facility or vehicle available for visual inspection by the Fire Marshal or their designee at a reasonably convenient location.

Section 2. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amending by replacing the following section:

§ 118.010 PERMITTED MOBILE FACILITIES OR VEHICLES.

(A) Mobile vendors shall operate only from facilities or vehicles which are structurally sound, in good repair and appearance, with no visible rust or damage. Adequate waste disposal receptacles shall be conveniently provided for customer use. No waste or garbage shall be allowed to accumulate on the exterior of the facility or vehicle. All grease shall be disposed of lawfully. Electrical connections shall be outdoor rated with functioning ground fault interrupters (GFIs) and no extension cords shall cross any sidewalk or public access.

(B) Electrical connections across any sidewalk or public access shall be made by proper underground wiring method in compliance with the National Electric Code (NEC).

(C) Vendors shall be incompliance with Chapter 91, MARSHALLTOWN FIRE CODE, of the Marshalltown City Code.

Section 3. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

24 N Center Street
Marshalltown, IA 50158

May 19, 2020

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

From: Shari L. Coughenour, CMC, City Clerk

Re: Ordinance modification for Transient merchant vehicle inspection

Policy Issue:

Recommendation:
Staff recommends changing two sections in Chapter 118 relating to inspection of transient merchant vehicles, relating to the recent changes in Chapter 91, Marshalltown Fire Code, of the Marshalltown City Code.

The change in Section 118.004 changes the visual inspection from the city clerk to the Fire Marshal, with Section 118.010 adding item C) to require compliance with Chapter 91. The Fire Marshal will determine compliance upon inspection.

Background:
Licenses are issued by the city clerk's office following review of completed application, which now also includes inspection by the Fire Marshal to ensure fire safety.

Budget Impact: none

Attachment: Ordinance

MARSHALLTOWN
IOWA

24 N Center Street
Marshalltown, IA 50158

May 22, 2020

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

From: Shari L. Coughenour, CMC, City Clerk

Re: Ordinance modification, Chapter 72, PARKING RULES

Policy Issue:

Recommendation:
Staff recommend changing Section 72.999, PENALTY, for Parking Rules, to increase the base ticket fee by $5.00.

PROPOSED PENALTY		
Ticket Type	**Initial Penalty**	**Total Due after 30 days**
Alternate Parking	$20.00	$25.00
Front Yard	$30.00	$35.00
Fire Lane	$30.00	$35.00

CURRENT PENALTY:	**Initial Penalty**	**Total Due after 30 days**
Alternate Parking	$15.00	$25.00
Front Yard	$25.00	$35.00
Fire Lane	$25.00	$35.00

Background:
During our FY21 budget discussion in March, Council agreed to raise parking tickets. Tickets are generally issued by the code enforcement officer, but other police officers write them also

Budget Impact: Raising parking tickets by $5 each was budgeted to generate an additional $17,500 for the General Fund.

Attachment: Ordinance

Ordinance 14998

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the following section:

72.999 PENALTY.

(A) (1) The penalty for violating any permit parking, overtime parking, no parking any time and restricted parking provisions shall be a fine of $20 if paid within 30 days of the violation and, if not so paid within 30 days of the violation, the fine shall be $25. The penalty for violating fire lane parking shall be a fine of $30 if paid within 30 days; and, if not so paid within 30 days, the fine shall be $35. Fines shall not be paid in pennies.

(2) Payment of the fines referred to in division (A)(1) above may be made by depositing the money in the envelope provided in the courtesy box, by paying same at the City Clerk's office, City Hall, or by mailing the fee in the envelope provided by depositing it in any proper U.S. mail box with sufficient U.S. postage affixed thereon.

(3) Each subsequent hour that the vehicle shall remain improperly parked after each summons is issued shall constitute a new and separate violation and shall incur the same penalty.

(4) If such penalty provided for in divisions (A)(1) and (A)(2) above is not paid as provided or if sufficient U.S. postage is not affixed when the citation is mailed such penalty shall be $5.

(5) If any penalty set forth in this section is not so paid as provided in this section within ten days after such violation, the person, firm or corporation liable shall be chargeable upon an information filed in the appropriate court and shall be subject to such penalty under costs as the court shall determine.

(B) The fine for each violation in § 72.003 of this chapter shall be $50, plus surcharges.

(C) Anyone violating the provisions of § 72.018 of this chapter shall be fined $20, if paid within 30 days of the date of the violation. If not paid within 30 days the fine shall be $25. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City Clerk.

(D) (1) *Number of parked vehicles, composition, location and size of driveways and driveway extensions.* Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the number of parked vehicles, composition, location and size of driveways and driveway extensions contained in §§ 72.038(A), (B) and (C) and 72.039(A)(1), (A)(2), (A)(3) and (A)(4) of this chapter may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged as a simple misdemeanor or municipal infraction.

(2) *Front, side and rear yard parking regulations.* Any person, corporation or legal entity who violates any of the regulations for parking or storing a motor vehicle or vehicle in the front, side or rear

yard of a residential lot contained in §§ 72.040(A) and (B) and 72.041 of this chapter is subject to the following procedures.

(a) Any such violator may be issued a notice of violation and fine due and payable to the City Clerk. The fine for any such violation shall be $30 if paid within 30 days of the date upon which the violation occurred, and $35 if not paid within 30 days of the date upon which the violation occurred, due and payable to the City Clerk. Each day that a violation occurs or is permitted to exist constitutes a separate violation. Payment of any such fine may be made by depositing the money in the envelope provided in any courtesy box, by payment at the City Clerk's office in City Hall, or by mailing the money in the envelope provided by depositing it in the U.S. mail with sufficient U.S. postage affixed thereon. The City Clerk is not required to accept any coin in payment of any such fine.

(b) Any such violator may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this chapter, or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto, if any such violator either denies any violation contained in any notice of violation issued pursuant to division (E)(2)(a) above or fails to pay the fine provided in division (E)(2)(a) above and indicated in any notice of violation issued pursuant thereto within 30 days of the date upon which the violation occurred. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged under this division (E)(2)(b) as a simple misdemeanor or municipal infraction.

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

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

June 8, 2020

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Unity Point Health South Campus - street discussion

Policy Issue: Unity Point Health is preparing for Phase 2 of the south campus project. As part of the review process we have been discussing secondary access to the campus and accessibility to properties located West of the campus. CGA has prepared information related to three options which can provide the necessary access. This item is being presented to the Council as a discussion item to consider participation in the project in order to provide for future access and development.

Recommendation: From a long-term planning and transportation perspective it is the staff recommendation that the secondary access be a City street so that extensions can be made to the West as development occurs in the future. If the access is limited to a private drive it will be more difficult to provide public access when needed. Additionally, the Iowa DOT has reviewed the proposals and indicated a preference for Option 3.

Background: During the construction of Phase 1 with MMSC conversations were had about needing additional access points for emergency response. The proposed access would need to go through the adjoining properties owned by Prairie Home Properties LLC on the North and New Hope Christian Church on the South. CGA and Unity Point Health have been in conversations with these owners regarding the various options.

Budget Impact: CGA has prepared cost estimates for the three options as shown in the attachment.

Attachment: Maps and cost estimate prepared by CGA. E-mail communication from the Iowa DOT.

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

TREE LINE

UNITYPOINT HEALTH
55 CENTRAL IOWA DR.

PRAIRIE HOME PROPERTIES, LLC
3809 S CENTER STREET

HOUSE

GARAGE

GRAVEL

CLOSE DRIVEWAY ACCESS TO HIGHWAY 14, CONNECT TO NEW ACCESS

ELECTRIC TRANSFORMER

50'

30'

20'

14'

SAND VOLLEYBALL COURT

POST

POST

BUILDING

SB

ROCK PARKING

ROCK

6" CMP

FL=997.02

FL=997.36

FL=997.88

12" CMP

FL=998.40

RELOCATE GARAGE AND SAND VOLLEYBALL COURT

NEW HOPE CHRISTIAN CHURCH
3901 S CENTER STREET

CONCRETE

1/2" IP w/YLW ID CAP #15270

BM #1

CENTER SEC 14-83-18 (MAG NAIL)

EXISTING MANHOLE RIM = 1003.22

SOUTH CENTER STREET/HWY 14

N

Option 1 – Easement with tree preservation: This option is for a private access that leaves the pine trees and would be an agreement between New Hope and UPH for an access easement across the New Hope property. The IDOT requires the residential drive to the north to be combined with this access onto Highway 14.

GRAPHIC SCALE
0 20' 40'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
Toll Free (800) 542-7981
www.cgaconsultants.com

DESIGNED: MMB DATE: 05/24/2020
DRAWN: DATE:
CHECKED: DATE:
APPROVED: DATE:

UNITY POINT HEALTH SOUTH CAMPUS
MARSHALLTOWN, IOWA

SECONDARY ACCESS ROAD
OPTION 1 - EASEMENT

PROJECT NO. 5783.04
SHEET NO. 1 OF 3

J:\5783\dwgs\Exhibits\Secondary Access\Option 1 - Easement.dwg - Layout1 -CGA Plan - 05-24-20 - 2:59pm - MMA225

UNITYPOINT HEALTH
55 CENTRAL IOWA DR.

PRAIRIE HOME PROPERTIES, LLC
3809 S CENTER STREET

HOUSE

GARAGE

GRAVEL

CLOSE DRIVEWAY ACCESS TO HIGHWAY 14, CONNECT TO NEW STREET

CENTER
SEC 14-83-18
(MAG NAIL)

BM #1

1/2" IP w/YLW
ID CAP #15070

ELECTRIC TRANSFORMER

66' CITY ROW

31'

RELOCATE GARAGE AND SAND VOLLEYBALL COURT

POST

SAND VOLLEYBALL COURT

POST

BUILDING

ROCK PARKING

POTENTIAL FUTURE PARKING EXPANSION

ROCK

6" CMP

FL=997.02

FL=997.36

24'

FL=997.68

12" CMP

FL=998.40

NEW HOPE CHRISTIAN CHURCH
3901 S CENTER STREET

SIDEWALK

SIDEWALK

CONCRETE

CONCRETE

SOUTH CENTER STREET / HWY 14

Option 2 – City Street along New Hope's north property line: This option would place a 66' wide ROW along New Hope's north property line. This could shift north onto the UPH property west of the RS Stover property if needed. Both the church and Larry Allen (the property owner of the RS Stover and Residential property) have expressed concerns with the removal of the pine trees which provide privacy and a wind screen.

GRAPHIC SCALE
0 20' 40'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
Toll Free (800) 542-7981
www.cgaconsultants.com

DESIGNED: MMB DATE: 05/24/2020
DRAWN: DATE:
CHECKED: DATE:
APPROVED: DATE:

UNITY POINT HEALTH SOUTH CAMPUS
MARSHALLTOWN, IOWA

SECONDARY ACCESS ROAD
OPTION 2 - CITY STREET

PROJECT NO. 5783.04
SHEET NO. 2 OF 3

J:\5783\dwgs\Exhibits\Secondary Access\Option 2 - City Street.dwg - Layout1 -CGA Plan - 05-24-20 - 2:59pm - MMJ225

UNITYPOINT HEALTH
55 CENTRAL IOWA DR.

PRAIRIE HOME PROPERTIES, LLC
3809 S CENTER STREET

HOUSE

GARAGE

GRAVEL

REMAINING LAND TO BE TRANSFERED TO PROPERTY TO NORTH

CLOSE DRIVEWAY ACCESS TO HIGHWAY 14, CONNECT TO NEW STREET

ELECTRIC TRANSFORMER

CENTER SEC 14-83-18 (MAG NAIL)

BM #1

1/2" IP w/YLW ID CAP #15270

EXISTING MANHOLE RIM EL=1003.22

SOUTH CENTER STREET/HWY 14

50'

66' CITY ROW

31'

SAND VOLLEYBALL COURT

POST

POST

ROCK

ROCK PARKING

6" CMP

FL=997.02

FL=997.36

RELOCATE GARAGE AND SAND VOLLEYBALL COURT

24'

FL=997.88

12" CMP

FL=998.40

NEW HOPE CHRISTIAN CHURCH
3901 S CENTER STREET

SIDEWALK

SIDEWALK

CONCRETE

CONCRETE

CLOSE DRIVEWAY ACCESS TO HIGHWAY 14, CONNECT TO NEW STREET

IOWA DOT Preference

Option 3 – City Street with tree preservation: This option shifts the 66’ wide ROW south to preserve the trees. The church is aware that the remaining land (containing the trees) is too small to be a stand-alone parcel and would need to be granted to Larry Allen and/or UPH as they both would have land abutting to it

GRAPHIC SCALE 0 20' 40'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
Toll Free (800) 542-7981
www.cgaconsultants.com

DESIGNED: MMB DATE: 05/24/2020
DRAWN: DATE:
CHECKED: DATE:
APPROVED: DATE:

UNITY POINT HEALTH SOUTH CAMPUS
MARSHALLTOWN, IOWA

SECONDARY ACCESS ROAD
OPTION 3 - CITY STREET w/ TREE PRESERVATION

PROJECT NO. 5783.04
SHEET NO. 3 OF 3

J:\5783.04\engr\Exhibits\Secondary Access\Option 3 - City Street with tree preserv.dwg - Layout1-CGA Plan - 05-24-20 - 3:12pm - MMM2025

UnityPoint Health Secondary Access to Highway 14

Estimated Costs

Construction Costs

Item No.	Description	Unit Cost		Option 1: Private Access		Option 2: City Street		Option 3: City Street	
		Price	Unit	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
1	Clearing and Grubbing	$ 5,000.00	Acre	0.1	$ 500.00	0.2	$ 1,000.00	0.2	$ 1,000.00
2	Tree Removal	$ 250.00	Each	1	$ 250.00	30	$ 7,500.00	4	$ 1,000.00
3	Class 10 Earth Moving	$ 10.00	CY	700	$ 7,000.00	1600	$ 16,000.00	1800	$ 18,000.00
4	Topsoil, Strip Salvage, and respread	$ 10.00	CY	350	$ 3,500.00	800	$ 8,000.00	800	$ 8,000.00
5	Subgrade Perparation, 12"	$ 4.50	SY	1676	$ 7,542.00	2160	$ 9,720.00	2190	$ 9,855.00
6	Granular Subbase, 6"	$ 7.00	SY	1675	$ 11,725.00	120	$ 840.00	120	$ 840.00
7	Granular Subbase, 9"	$ 10.50	SY	0	$ -	2160	$ 22,680.00	2190	$ 22,995.00
8	Subdrain, Perforated 6"	$ 15.00	LF	0	$ -	1110	$ 16,650.00	1120	$ 16,800.00
9	Subdrain Cleanout, Type A-2	$ 800.00	Each	0	$ -	4	$ 3,200.00	4	$ 3,200.00
10	Storm Sewer, 12" HDPE	$ 45.00	LF	500	$ 22,500.00	0	$ -	0	$ -
11	Storm Sewer, 12" RCP	$ 50.00	LF	0	$ -	640	$ 32,000.00	650	$ 32,500.00
12	Storm Sewer, 12" RCP Apron	$ 800.00	LF	0	$ -	1	$ 800.00	1	$ 800.00
13	Storm Sewer Intake	$ 3,000.00	Each	4	$ 12,000.00	4	$ 12,000.00	4	$ 12,000.00
14	Sanitary Sewer Service, 6"	$ 60.00	LF	500	$ 30,000.00	0	$ -	0	$ -
15	Sanitary Sewer Main, 8"	$ 65.00	LF	0	$ -	540	$ 35,100.00	590	$ 38,350.00
16	Sanitary Sewer, Cleanout	$ 800.00	Each	1	$ 800.00	0	$ -	0	$ -
17	Sanitary Sewer Manhole	$ 5,000.00	Each	0	$ -	1	$ 5,000.00	4	$ 20,000.00
18	Water Main, 8"	$ 45.00	LF	0	$ -	540	$ 24,300.00	590	$ 26,550.00
19	Water Valve	$ 2,500.00	Each	0	$ -	1	$ 2,500.00	1	$ 2,500.00
20	Hydrant Assembly	$ 5,000.00	Each	0	$ -	1	$ 5,000.00	1	$ 5,000.00
21	Pavement Removal	$ 7.00	SY	0	$ -	0	$ -	400	$ 2,800.00
22	Pavement, PCC, 6"	$ 40.00	SY	1500	$ 60,000.00	100	$ 4,000.00	576	$ 23,040.00
23	Pavement, PCC, 7"	$ 44.00	SY	0	$ -	1925	$ 84,700.00	1950	$ 85,800.00
24	Highway 14 Curb and Gutter Unit	$ 40.00	LF	26	$ 1,040.00	26	$ 1,040.00	94	$ 3,760.00
25	Driveway, Granular, 8"	$ 25.00	SY	125	$ 3,125.00	40	$ 1,000.00	115	$ 2,875.00
26	Sidewalk, PCC 5"	$ 55.00	SY	0	$ -	305	$ 16,775.00	311	$ 17,105.00
27	Traffic Control		LS	1	$ 3,000.00	1	$ 6,000.00	1	$ 9,000.00
28	Mobilization		LS	1	$ 4,900.00	1	$ 10,200.00	1	$ 12,000.00
29	Seeding, Fertilizing, and Mulching	$ 3,500.00	Acre	0.2	$ 700.00	0.62	$ 2,170.00	0.8	$ 2,800.00
Construction Total					**$ 168,582.00**		**$ 328,175.00**		**$ 378,570.00**

UnityPoint Health Secondary Access to Highway 14

Estimated Costs

Engineering, Land Acquisition, and Administration Costs

		Option 1: Private Access	Option 2: City Street	Option 3: City Street
Estimated Land Acquisition	$ 56,000.00 per Acre	0.33 $ 18,480.00	0.8 $ 44,800.00	1.21 $ 67,760.00
Platting and Easement Documentation		$ 10,000.00	$ 12,000.00	$ 12,000.00
Design, Construction Documents, and CM (12%)		$ 20,229.84	$ 39,381.00	$ 45,428.40
Construction Observation and Aministration (10%)		$ 16,858.20	$ 32,817.50	$ 37,857.00
Engineering, CM, Land Acquisition, and Administration Total		**$ 65,568.04**	**$ 128,998.50**	**$ 163,045.40**

Total Costs

	Option 1: Private Access	Option 2: City Street*	Option 3: City Street*
Total Cost of Each Option	**$234,151.00**	**$457,174.00**	**$541,616.00**

** Note, this option assumes that adjustments to the Highway 14 turnlane, signals, and/or adjustments to the MCC access drive on the east will not be required by the IDOT at this location. A traffic study will be conducted once normal traffic volumes resume to determine if additional modifications to Highway 14 and adjacent access points will be required.*

Mindy Bryngelson

From: Gustafson, Tony <Tony.Gustafson@iowadot.us>
Sent: Monday, June 1, 2020 12:24 PM
To: Mindy Bryngelson
Cc: Crouch, Tim; Gansen, Elijah; Armstrong, Leilah; Smyth, Allison; Smyth-peters, Deanna
Subject: RE: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Good afternoon Mindy,

The DOT would prefer option 3 which closes two access points on Iowa 14 and moves them to a new city street.

An updated study is needed. The new traffic study should include the new city street intersection, as we need to evaluate the need for left and right turn lanes. And, how a NB left turn lane for the new intersection (if needed) will interact with the SB left turn lane for the community college entrance south of this new intersection. The study will also need to include the analysis of the north hospital entrance for the possible/requested installation of the traffic signal.

It will be difficult to get representative traffic counts for the existing north hospital entrance, as a result of the decreased traffic during the COVID-19 response. So, they may need to wait on the study, unless they have traffic counts taken prior to the downturn in traffic. It appears that traffic is increasing, but it was still down an average of 23% at all sites in the state last week. However, city streets and secondary roads were only down about 15%.

Please let me know if there are any questions. Thanks.

TONY J. GUSTAFSON, P.E.
ASSISTANT DISTRICT 1 ENGINEER
DISTRICT 1 OFFICE

Tony.Gustafson@iowadot.us
Office phone: 515-239-1430
Iowa Department of Transportation

From: Mindy Bryngelson <mbryngelson@cgaconsultants.com>
Sent: Friday, May 29, 2020 8:52 AM
To: Gustafson, Tony <Tony.Gustafson@iowadot.us>
Cc: Crouch, Tim <Tim.Crouch@iowadot.us>; Gansen, Elijah <Elijah.Gansen@iowadot.us>; Armstrong, Leilah <Leilah.Armstrong@iowadot.us>; Smyth, Allison <Allison.Smyth@iowadot.us>; Smyth-peters, Deanna <Deanna.Smyth-Peters@iowadot.us>
Subject: RE: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Tony,
The City of Marshalltown is considering making the secondary access drive to the UPH facility a public street to serve the property to the west for future development. Our original traffic study modeled all of this potential traffic using the north roadway. Could I get feedback on the attached scenarios of this south drive/public street from your perspective? Would you require the updated traffic study to include both intersections if the south access were to become a public street? I would like to pass your comments on to the city on Monday of next week so that it may be included in their June 8th Council packet for discussion. Attached you will find the "UPH Marshalltown Secondary Access Options_5-24-20.pdf":

- "Option 1 – Easement": This is essentially what we initially proposed to you in March in this area but with a slight shift south to save trees and incorporating the residential driveway into this drive as the IDOT had requested.

- "Option 2 – City Street": This shows a new city street that would be located at the north end of the Church's property. This also includes connecting the residential driveway 150' west of the intersection.
- "Option 3 – City Street with trees preservation": This shows a new city street slight south of the Option 2 location in order to preserve pine trees that provide privacy and a wind block for the residence to the north. This also includes connecting the residential driveway 150' west of the intersection and connecting the church's driveway as well.

In addition, I have attached the original file that I sent on 3/26/20 to help with orientation.

Thank you,
Mindy

Mindy M. Bryngelson, PE
Vice President

Clapsaddle-Garber Associates, Inc. (CGA)
1523 S. Bell Avenue, Suite 101
Ames, Iowa 50010

Office: 515-232-1784, ext 62
Mobile: 641-751-0939
mbryngelson@cgaconsultants.com

From: Gustafson, Tony <Tony.Gustafson@iowadot.us>
Sent: Thursday, March 26, 2020 12:23 PM
To: Mindy Bryngelson <mbryngelson@cgaconsultants.com>
Cc: Crouch, Tim <Tim.Crouch@iowadot.us>; Gansen, Elijah <Elijah.Gansen@iowadot.us>; Armstrong, Leilah <Leilah.Armstrong@iowadot.us>; Smyth, Allison <Allison.Smyth@iowadot.us>; Smyth-peters, Deanna <Deanna.Smyth-Peters@iowadot.us>
Subject: FW: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Mindy,

Please find below comments received thus far today. Thanks.

TONY J. GUSTAFSON, P.E.
ASSISTANT DISTRICT 1 ENGINEER
DISTRICT 1 OFFICE

Tony.Gustafson@iowadot.us
Office phone: 515-239-1430
Iowa Department of Transportation

From: Armstrong, Leilah <Leilah.Armstrong@iowadot.us>
Sent: Thursday, March 26, 2020 12:00 PM
To: Gansen, Elijah <Elijah.Gansen@iowadot.us>; Gustafson, Tony <Tony.Gustafson@iowadot.us>; Crouch, Tim <Tim.Crouch@iowadot.us>; Younkin, Kurtis <Kurtis.Younkin@iowadot.us>; Smyth, Allison <Allison.Smyth@iowadot.us>; Kretlow, Gary <Gary.KretlowJr@iowadot.us>; Smyth-peters, Deanna <Deanna.Smyth-Peters@iowadot.us>
Cc: Stephens, Mark <Mark.Stephens@iowadot.us>
Subject: RE: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Hello,

Looks like the Priority through here is Rural Safety and Need meaning there are no spacing requirements. Looking at Google Earth the proposed 2nd entrance is 50' south of a residential entrance that has a dedicated left turn lane and appears to lead to a parking lot as well. If we move forward with approving the second entrance I would recommend at least consolidating those two entrances.

I also agree that we should do an updated study.

Thank you,

LEILAH ARMSTRONG
COUNTERMEASURES AND ACCESS MANAGEMENT
TRAFFIC AND SAFETY BUREAU
iowadot.gov Iowa Department of Transportation
Office: 515-239-1623 @iowadot @iowadot
E-mail: Leilah.Armstrong@iowadot.us

From: Crouch, Tim <Tim.Crouch@iowadot.us>
Sent: Thursday, March 26, 2020 11:44 AM
To: Gansen, Elijah <Elijah.Gansen@iowadot.us>; Gustafson, Tony <Tony.Gustafson@iowadot.us>; Younkin, Kurtis <Kurtis.Younkin@iowadot.us>; Armstrong, Leilah <Leilah.Armstrong@iowadot.us>; Smyth, Allison <Allison.Smyth@iowadot.us>; Kretlow, Gary <Gary.KretlowJr@iowadot.us>; Smyth-peters, Deanna <Deanna.Smyth-Peters@iowadot.us>
Cc: Stephens, Mark <Mark.Stephens@iowadot.us>
Subject: RE: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Tony,
I would also agree that a new TIS should be accomplished. The previous study was completed in 2014 and is too old to be representative of today's traffic and it was based on projected traffic for the hospital. We can use actual traffic for the existing hospital/functions in a new study.

I don't see that a signalized entrance is needed for the ambulance entrance. They would have lights/sirens going when they enter/exit and other drivers should yield. And, there should be adequate gaps in the Iowa 14 traffic. If something is needed it may be better to look at a hybrid beacon for emergency access, Chapter 4G of the MUTCD.

Tim

TIMOTHY D CROUCH, PE, PTOE
STATE TRAFFIC ENGINEER
TRAFFIC AND SAFETY BUREAU
iowadot.gov Iowa Department of Transportation
Office: 515-239-1513 @iowadot @iowadot

From: Gansen, Elijah <Elijah.Gansen@iowadot.us>
Sent: Thursday, March 26, 2020 11:30 AM
To: Gustafson, Tony <Tony.Gustafson@iowadot.us>; Crouch, Tim <Tim.Crouch@iowadot.us>; Younkin, Kurtis <Kurtis.Younkin@iowadot.us>; Armstrong, Leilah <Leilah.Armstrong@iowadot.us>; Smyth, Allison <Allison.Smyth@iowadot.us>; Kretlow, Gary <Gary.KretlowJr@iowadot.us>; Smyth-peters, Deanna <Deanna.Smyth-Peters@iowadot.us>
Cc: Stephens, Mark <Mark.Stephens@iowadot.us>
Subject: RE: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Tony,

I agree that an updated study is needed especially since the facility is now open. It appears that there is sidewalk on the campus and a trail/sidewalk along the east side of IA14. Are there plans to add a crosswalk to the intersection? I ask because of the potential delay caused by the length that crossing would be on IA14. Would the proposed location of the second access meet access spacing requirements?

Thanks,

ELIJAH GANSEN, PE
TRANSPORTATION ENGINEER SPECIALIST
DESIGN BUREAU – METHODS SECTION

iowadot.gov
Office: 515-239-1769
Fax: 515-239-1873
Iowa Department of Transportation
@iowadot

From: Gustafson, Tony <Tony.Gustafson@iowadot.us>
Sent: Thursday, March 26, 2020 9:44 AM
To: Crouch, Tim <Tim.Crouch@iowadot.us>; Younkin, Kurtis <Kurtis.Younkin@iowadot.us>; Gansen, Elijah <Elijah.Gansen@iowadot.us>; Armstrong, Leilah <Leilah.Armstrong@iowadot.us>; Smyth, Allison <Allison.Smyth@iowadot.us>; Kretlow, Gary <Gary.KretlowJr@iowadot.us>; Smyth-peters, Deanna <Deanna.Smyth-Peters@iowadot.us>
Cc: Stephens, Mark <Mark.Stephens@iowadot.us>
Subject: FW: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Please provide comments as soon as possible.

I assume we will need an updated TIS.

Thanks.

TONY J. GUSTAFSON, P.E.
ASSISTANT DISTRICT 1 ENGINEER
DISTRICT 1 OFFICE

Tony.Gustafson@iowadot.us
Office phone: 515-239-1430
Iowa Department of Transportation

From: Mindy Bryngelson <mbryngelson@cgaconsultants.com>
Sent: Thursday, March 26, 2020 9:04 AM
To: Gustafson, Tony <Tony.Gustafson@iowadot.us>
Subject: Marshalltown Unity Point Expansion - secondary access onto Highway 14

Good morning Tony,
In 2014/15 Marshalltown Medical & Surgical Center (now Unity Point Health) built a new campus south of Highway 30 along Highway 14. UPH is now in the process of expanding that campus to include a new clinic, hospital expansion, and a new Emergency Room so that they can close their downtown location. There are two access improvements along Highway 14 that I anticipate we will need to make to accommodate this expanded facility.

1. The existing primary entrance to the facility will need to become signalized. This was something that we had noted in our 2014/15 traffic study (attached) and discussed with the IDOT.
2. The facility will require a secondary entrance for fire protections and emergency vehicle use. This was noted by the City of Marshalltown with the original development but was never completed due to the bankruptcy of MMSC and subsequent purchase by UPH. The original access was not planned to be used regularly- only in an

emergency situation if the primary entrance were to ever become blocked. UPH would like to use this entrance for their ambulance traffic. There is not an easy route in this location as UPH will need to acquire land/easement from the neighbors. Preliminary discussions have occurred with the church to the south. I would like to get some guidance from the IDOT in this area.

a. Will we need to rework driveways to minimize access points onto Highway 14?
b. Will we need to add a signal at this location so emergency vehicles can access the Highway quickly?
c. If a signal is added, will we need to line up with the Marshalltown Community College drive on the east?

Please call me on my cell if you need further clarification. This project is moving rather quickly with construction scheduled to begin in August and negotiating with the neighbors will need to begin quickly to keep us on schedule. I appreciate your time!

Thank You,
Mindy

Mindy M. Bryngelson, PE
Vice President

Clapsaddle-Garber Associates, Inc. (CGA)
1523 S. Bell Avenue, Suite 101
Ames, Iowa 50010

Office: 515-232-1784, ext 62
Mobile: 641-751-0939
mbryngelson@cgaconsultants.com
www.cgaconsultants.com

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CLICK HERE to sign up for CGA news and updates!

Justin,

The Central Iowa Fair Board approved a counter-offer for the sidewalk at their meeting on May 19.

The board would like to request that the sidewalk be constructed as an 8-foot wide path, which would make snow removal and maintenance much easier for them. They would also request an equipment allowance of $18,000, which was originally proposed by you and CGA (based of the cost of snow-removal equipment used by the city). That money will be used to acquire equipment that is needed to clear the snow. Upon receipt of that allowance, the county supervisors have agreed to contribute some additional dollars for the equipment and provide consultation towards the purchase of the equipment. The supervisors will not cover the cost of equipment acquisition in full, but want to help the fair board get the right equipment for this project that will last many years into the future.

The reason the equipment allowance is necessary is because of the size/length of the sidewalk that is being constructed on the fair grounds property. It is much more sidewalk than any other property owner in this community, and the fair grounds does not have any kind of snow removal equipment currently. Our tractors do not have snow blades or blower attachments, and they would be completely inadequate for clearing snow off a sidewalk of nearly 2000 feet even if they did. Not to mention they are all open cab! The fair grounds is closed in the winter time, and all snow removal is the responsibility of anyone who wants to rent a facility when there is snow on the ground. This has always been the case.

The fair board graciously requests consideration for these circumstances by the city council as they make their decisions....the enormous length of the proposed sidewalk, the lack of snow removal equipment, and extreme burden it would place on the fair board to have to purchase it on their own under normal circumstances. The fairgrounds has been closed since the start of the pandemic with dozens of events already cancelled, and is looking at a massive reduction in income this fiscal year. Any additional financial burdens would be impossible to overcome.

Thank you for your time and efforts on this matter.

Respectfully,

Tyler J Wollam

ex-officio, Central Iowa Fair

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

DEPARTMENT OF PUBLIC WORKS

June 8, 2020

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

From: Justin Nickel, P.E.
Public Works Director

Re: Easement Acquisition- 12th Ave Sidewalk

Policy Issue: None

Recommendation: Staff would like direction on whether to accept counteroffer from CIF

Background: CGA has obtained all purchase agreements, indicating property owners willingness to sign temporary easements and permanent easements necessary to complete the project with the exception of the Central Iowa Fairgrounds (CIF). The project cannot be completed without easement from the fairground property due to elevation differences between 12th Avenue/Governor Road and CIF property. In order to construct the sidewalk to ADA guidelines a level grade must be constructed. A level grade is impossible to achieve without access onto CIF property. On Saturday, May 23rd the Central Iowa Fair Board sent a counteroffer to Justin Nickel.

Budget Impact: TBD

Attachment: CIFB Counteroffer

cc: Jessica Kinser, City Administrator

City Council
Gary Thompson, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin

Council Proceedings
February 10, 2020

Mayor Greer called the meeting to order at 5:30 PM, February 10, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Wirin fully participated by speakerphone. Councilor Martin thanked all of the volunteers. Mayor Greer announced the meeting scheduled for February 17 will be held at noon, for a budget hearing.

CONSENT AGENDA:

Isom moved to adopt the Consent Agenda: Approve City Council Minutes, January 27, 2020, February 3, 2020, And Bill List In The Amount Of $883,580.76; RESOLUTION 2020-026 APPROVING APPLICATIONS FOR TAX ABATEMENT AND NEW CONSTRUCTION INDUSTRIAL PROPERTY TAX EXEMPTIONS WITHIN APPROVED URBAN REVITALIZATION AREAS OF THE CITY OF MARSHALLTOWN, IOWA; RESOLUTION 2020-027 BETWEEN THE UNITED STATES OF AMERICA And CITY OF MARSHALLTOWN For REHABILTATION OF A FEDERAL FLOOD CONTROL WORK; second by Gowdy. Motion carried 7-0.

Isom moved to adopt RESOLUTION 2020-028 AUTHORIZING THE TRANSFER OF INSURANCE PROCEEDS REMAINING FROM THE SENIOR CITIZENS BUILDING DEMOLITION PROJECT TO FUND 383 FOR THE COLISEUM RENOVATION, second by Gowdy. Fourth ward resident Wolvers commented. Resolution adopted 6-1, Thompson dissenting.

MOTION

Gowdy moved to Approve Tobacco Permits - Dollar General, Feb 15 - Jun 30, 2020 And July 1- Jun 30, 2021, second by Martin. Motion carried 6-1, Isom dissenting.

REPORTS:

Dr. Mimi Wagner reported on the work of ISU students' survey work relating to tree damage from the 2018 tornado.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2020-029 ORDERING CONSTRUCTION OF THE 2019 PCC PATCH REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, PROJECT NO. STR19002, second by Cahill. Fourth ward resident Wolvers commented. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-030 ORDERING CONSTRUCTION OF THE SOUTH 3rd STREET BRIDGE REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER STR18003, second by Martin. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-031 APPROVING A CONTRIBUTION OF $5,000 TO THE MARSHALLTOWN 4TH OF JULY FIREWORKS CELEBRATION, second by Hoop. Organizer Louisa Ortega explained the Central Iowa Fair Association is the fiscal agent for the event. Resolution adopted 7-0.

Cahill moved to adopt RESOLUTION 2020-032 ACCEPTING THE PLACEMAKING PLAN FOR THE IOWA RIVER'S EDGE TRAIL, second by Isom. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-033 APPROVING A DEVELOPMENT AGREEMENT WITH PRESERVING US INC. FOR A $75,000 CATALYST BUILDING GRANT, second by Cahill. Preserving US Inc., is the fiscal agent for Cohen Esry, relating to the old Iowa Wholesale Building, Marshalltown Senior Residences, 201 E Main Street. Resolution adopted 6-1, Thompson dissenting.

Isom moved to amend RESOLUTION 2020-034 APPROVING THE USE OF $17,500 OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO FUND A CONTRACT FOR THE MARSHALLTOWN HOUSING INITIATIVE, to increase the amount by $7,200 to include implementation of the priorities, not to exceed $24,700, pending the Chamber's contribution to fund the study, second by Isom. Motion on amendment passed 5-2, Martin and Hoop dissenting. Isom moved to approve the amended Resolution, second by Gowdy. The goal of the initiative is to reduce commuter rate by increasing the housing stock of single family homes. Resolution, as amended, passed 7-0.

Isom moved to adopt RESOLUTION 2020-035 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE S.1ST STREET PARKING LOT PROJECT PLT19001 FOR FOX ENGINEERING ASSOCIATES, INC AN INCREASE OF $5,800.00, second by Cahill. Resolution adopted 6-1, Hoop dissenting.

Isom moved to adopt RESOLUTION 2020-036 ADOPTING THE 2020-2021 STRATEGIC PLAN, second by Martin. Council requested each Resolution before the council for approve include a reference to the strategic plan. Resolution adopted 7-0.

Mayor Greer opened the public hearing relating to sale of city property open at 6:28 PM. The city received a request by Larry Laverty to purchase a portion of land in the rear of their property located on South 12th Street. Laverty paid for the survey of the land, a portion of a parcel known as Judge Park. The purchase price is $6,000, for 0.19 acres. There were no public or written comments. Mayor Greer closed the public hearing at 6:32 PM.

Isom moved to adopt RESOLUTION 2020-037 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO LARRY T LAVERTY AND KIMBERLY K LAVERTY TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED, second by Cahill. Resolution adopted 7-0.

ORDINANCE:

Mayor Greer opened the public hearing at 6:33 PM regarding rezoning a 17.5 acre parcel, #8418-34-404-005. The parcel will be rezoned to R-4. The Plan Zoning commission recommended council approval, with the developer intent to utilize the Residential Flexibility Standards guidelines for development for a multi-family housing development. There were no public or written comments. Mayor Greer closed the public hearing at 6:34 PM.

Gowdy moved to approve the third reading of and to adopt ORDINANCE 14993 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE AND MAP BY REZONING PARCEL 8418-34-404-005, second by Martin. Third reading and Ordinance adopted 7-0.

DISCUSSION:

Thompson moved to deny proceeding with a land trade with Marshalltown Community School District for Bicentennial Park / Anson Park ball field, second by Isom. Motion to deny the trade carried 4-3, Martin, Wirin, Cahill dissenting.

Hoop moved to proceed with a $140,000 TIF Reimbursement Transfer To Coliseum Renovation, second by Martin. Motion carried 6-1, Thompson dissenting.

Staff presented two options on code maintenance of the tables in Chapter 76 relating to stop signs and signals. The current standard practice is to present each change to the council by an ordinance. The alternative, will gain efficiencies, if the signals are approved by council resolution. Isom moved to have an ordinance presented to council on each proposed signal change, second by Thompson. Motion carried 7-0.

Finance Director Steiner reviewed FY21 Budget topics, of Special Revenues, Capital Funds and Enterprise Funds.

PUBLIC COMMENT:

Iowa River Hospice Board President, Nan Benson, addressed the council stating the Board's opposition to the proposed South 5th Avenue connector near the Iowa River Hospice, and that there is no possibility for an easement.

CLOSED SESSION - REAL ESTATE

At 7:29 PM, Isom moved to enter into Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Gowdy. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017. Motion carried 7-0.

At 7:36 PM, Cahill moved to enter into open session, second by Gowdy. Motion carried 7-0. Roll call: all present.

At 7:36 PM, Martin moved to proceed as discussed in closed session, second by Gowdy. Motion carried 7-0.

ADJOURNMENT:

Meeting Adjourned at 7:36 PM

Respectfully submitted,

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____

ATTEST: Joel T.S. Greer, Mayor

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 2, 2020
RE: Follow-up on FY21 Bonding

We presented the original list of items to be bonded for in fiscal year 2021 at the May 26th Council meeting for initial discussion, as presented in the graphic below. Please note the total has decreased slightly due to a better total project figure on the stormwater project:

Fund	Project	FY21 Original	FY21 Revised
32	Fire Trucks	810,000	1,100,000
	Ladder Truck Only - $565,000		
312	Airport Hangar/Terminal	1,725,000	2,000,000
353	Library Addition	500,000	-
353	Trail Replacement Project	250,000	250,000
353	Softball Complex Parking Lot	250,000	375,000
353	Tennis Court Reconstruction	684,000	684,000
353	Downtown Streets and Sidewalks	200,000	100,000
353	RR Crossing Safety Improvements	600,000	600,000
740	4th/Meadow Lane Storm Sewer	2,650,000	3,300,000
	TOTAL	**7,669,000**	**8,409,000**
	Debt Capacity Available		**8,900,345**

The direction from the May 26th discussion was to bring back some additional information on specific projects. Below is the information to help you make a decision about the scope of 4th and Meadow Lane Storm Sewer and the Fire Truck(s).

4TH STREET/MEADOW LANE STORM SEWER

The storm sewer project for 4th and Meadow Lane has options which impact the amount of funds to be borrowed. Attached with this memo you will find a map and the estimated project costs. There are two options available to the Council on the scope of this project for fiscal year 2021:

Option 1	Phase 1-3	$3,294,193.35
Option 2	Phase 1 only	$2,263,670.94

Phases 2 and 3, which includes storm sewer along Columbus Drive and Crestview Drive, do not have to occur at the same time as Phase 1. Phase 2 and 3 are estimated at $1,029,484.79 and

can continue as a planned project in the CIP for future years as bonding capacity and rates from the Stormwater Fund allow.

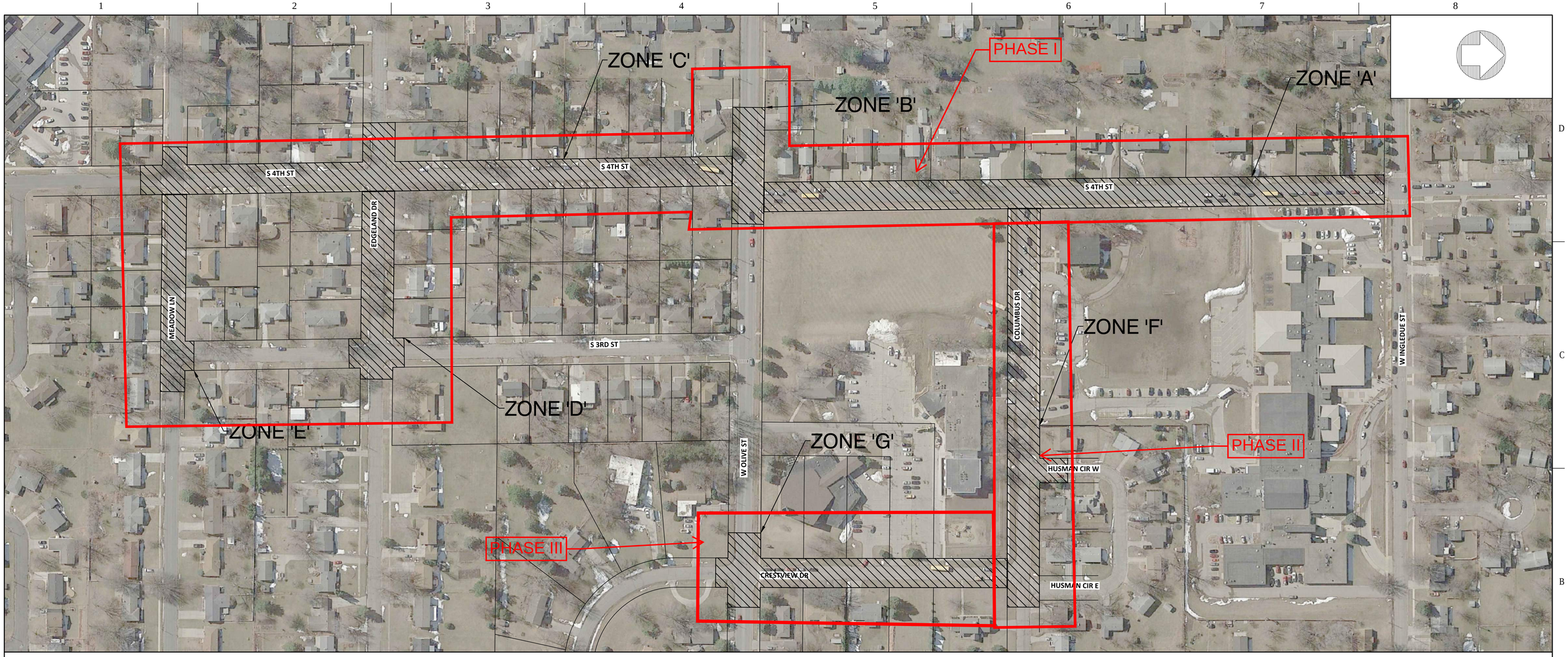
FIRE TRUCKS
There are multiple options for procuring one or two vehicles, each with financial impacts on fiscal year 2021 and future fiscal years borrowing capacity. Those options are summarized in the table below. The dollar amounts represent the amount needed to borrow by fiscal year and not the total project cost.

		FY21 Bonding	FY22 Bonding	Total Borrowed
Option 1	Purchase 2 Trucks w/ pre-payment	$1,100,000		$1,100,000
Option 2	Purchase Ladder Truck Only	$565,000		$565,000
Option 3	Pre-pay Ladder in FY21; order Pumper for payment in FY22	$565,000	$665,000	$1,230,000
Option 4	Pre-Pay Chassis only in FY21; payment due on delivery in FY22	$435,000	$800,000	$1,235,000

OTHER PROJECTS
We also have a few smaller options for other projects.

- Trail Replacement - $250,000
  No further scope of work is available for the trail replacement as the amount of funds will drive the scope of a project, and currently there is more than $250,000 of work needed. The Council can determine the amount to borrow and staff will develop a scope of work based on that amount. This is very similar to how street repair projects are planned.

- Downtown Streets and Sidewalks- $100,000
  If the Council is not going to use the Council-designated LOST for repayment of debt, the planning for work in Downtown could be funded with LOST rather than debt and be removed from the list.



TRAFFIC CONTROL NOTES:

1. TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
2. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH THE PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3. IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH THE SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS.
4. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY CITY OF MARSHALLTOWN PUBLIC WORKS STAFF COORDINATE WITH CITY STAFF PRIOR TO PLACEMENT OF TRAFFIC CONTROL DEVICES AND SIGNS FOR EACH STAGE OF THE PROJECT.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE PLACED A MINIMUM OF 2 FEET CLEAR OF THE BACK OF CURB WHERE POSSIBLE.
7. PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
8. THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER.
9. ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
10. SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
11. ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
12. THE CONTRACTOR SHALL CONTACT THE CITY OF MARSHALLTOWN PUBLIC WORKS STAFF TO REMOVE ALL PERMANENT STREET SIGNS CONFLICTING WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL REMOVE ALL OTHER SIGNS AS DETERMINED BY THE ENGINEER AND THEY SHALL REMAIN THE PROPERTY OF THE RESPECTIVE OWNERS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK.
13. AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
14. THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
15. AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.
16. MULTIPLE MOBILIZATIONS ARE ANTICIPATED FOR TRAFFIC CONTROL TO ADJUST THE TRAFFIC CONTROL DEVICES FOR THE DIFFERENT STAGES OF CONSTRUCTION. THESE MOBILIZATIONS SHALL BE INCIDENTAL TO TRAFFIC CONTROL BID ITEM.

MARSHALLTOWN IOWA

HDR

ISSUE	DATE	DESCRIPTION

PROJECT MANAGER MICHAEL KUREK

PROJECT NUMBER 05242017

4TH STREET AND MEADOW LANE
STORM SEWER ENHANCEMENTS

STAGING AND TRAFFIC CONTROL

0 1" 2"

FILENAME J.1.DWG

SCALE 1" = 100'

SHEET J.1

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MARSHALLTOWN IOWA

Marshalltown - 4th Street and Meadow Lane Storm Sewer Enhancements
Phase I + II + III

ESTIMATED PROJECT QUANTITIES

HDR

Item No.	Item Code	Item	Unit	Unit Price	Division #1 Quantity	Division #2 Quantity	Division #1 Cost	Division #2 Cost	Total
1	2010-107-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN.	LF	$ 60.00	50		$ 3,000.00		$ 3,000.00
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8"	SY	$ 18.00	1760		$ 31,680.00		$ 31,680.00
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	$ 18.00	2514		$ 45,252.00		$ 45,252.00
4	2010-108-G-0	SUBGRADE PREPARATION	SY	$ 5.00	13673		$ 68,365.00		$ 68,365.00
5	2010-108-I-0	SUBBASE	SY	$ 15.00	13673		$ 205,095.00		$ 205,095.00
6	2599-9999999	TREE PRUNING	LF	$ 15.00	600		$ 9,000.00		$ 9,000.00
7	2599-9999999	TREE REMOVAL	EACH	$ 2,000.00	4		$ 8,000.00		$ 8,000.00
8	2599-9999999	REMOVE & REPLACE MAILBOX	EACH	$ 400.00	15		$ 6,000.00		$ 6,000.00
9	2599-9999999	SIGN REMOVAL & REPLACEMENT	EACH	$ 100.00	58		$ 5,800.00		$ 5,800.00
10	2599-9999999	PRIVATE DRAIN CONNECTION	EACH	$ 500.00	1		$ 500.00		$ 500.00
11	2599-9999999	SUMP PUMP CONNECTION	EACH	$ 500.00	5		$ 2,500.00		$ 2,500.00
12	2599-9999999	SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION	LS	$ 5,000.00	1		$ 5,000.00		$ 5,000.00
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	$ 50.00	2570		$ 128,500.00		$ 128,500.00
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	$ 65.00	295		$ 19,175.00		$ 19,175.00
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	$ 75.00	436		$ 32,700.00		$ 32,700.00
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	$ 105.00	1860		$ 195,300.00		$ 195,300.00
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	$ 180.00	709		$ 127,620.00		$ 127,620.00
18	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 12 IN.	LF	$ 15.00	498		$ 7,470.00		$ 7,470.00
19	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 15 IN.	LF	$ 15.00	180		$ 2,700.00		$ 2,700.00
20	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	$ 15.00	30		$ 450.00		$ 450.00
21	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	$ 25.00	634		$ 15,850.00		$ 15,850.00
22	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 30 IN.	LF	$ 25.00	61		$ 1,525.00		$ 1,525.00
23	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 36 IN.	LF	$ 25.00	546		$ 13,650.00		$ 13,650.00
24	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 40 IN.	LF	$ 25.00	1412		$ 35,300.00		$ 35,300.00
25	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 6 IN.	LF	$ 85.00		1224		$ 104,040.00	$ 104,040.00
26	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 8 IN.	LF	$ 95.00		308		$ 29,260.00	$ 29,260.00
27	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 6 IN.	EACH	$ 200.00		14		$ 2,800.00	$ 2,800.00
28	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 8 IN.	EACH	$ 250.00		30		$ 7,500.00	$ 7,500.00
29	5010-108-C-1	FITTING, TEE, DIP, 8x8x6 IN.	EACH	$ 300.00		2		$ 600.00	$ 600.00
30	5010-108-D-0	WATER SERVICE STUB, COPPER, 1 IN.	EACH	$ 1,500.00		8		$ 12,000.00	$ 12,000.00
31	5010-108-D-0	WATER SERVICE STUB, COPPER, 1-1/2 IN.	EACH	$ 1,600.00		8		$ 12,800.00	$ 12,800.00
32	5010-108-D-0	WATER SERVICE STUB, COPPER, 2 IN.	EACH	$ 1,700.00		8		$ 13,600.00	$ 13,600.00
33	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1 IN.	LF	$ 35.00		100		$ 3,500.00	$ 3,500.00
34	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1-1/2 IN.	LF	$ 38.00		100		$ 3,800.00	$ 3,800.00
35	5010-108-E-1	WATER SERVICE PIPE, COPPER, 2 IN.	LF	$ 42.00		100		$ 4,200.00	$ 4,200.00
36	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1 IN.	EACH	$ 300.00		2		$ 600.00	$ 600.00
37	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1-1/2 IN.	EACH	$ 400.00		2		$ 800.00	$ 800.00
38	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 2 IN.	EACH	$ 500.00		2		$ 1,000.00	$ 1,000.00
39	5020-108-A-0	VALVE, GATE, DIP, 6 IN.	EACH	$ 1,800.00		1		$ 1,800.00	$ 1,800.00
40	5020-108-A-0	VALVE, GATE, DIP, 8 IN.	EACH	$ 2,000.00		2		$ 4,000.00	$ 4,000.00
41	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH	$ 6,000.00		1		$ 6,000.00	$ 6,000.00
42	5020-108-G-0	VALVE BOX REPLACEMENT	EACH	$ 600.00		2		$ 1,200.00	$ 1,200.00
43	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	$ 500.00		1		$ 500.00	$ 500.00
44	6010-108-A-0	MANHOLE, SW-401, 48 IN.	EACH	$ 4,200.00	4		$ 16,800.00		$ 16,800.00
45	6010-108-A-0	MANHOLE, SW-401, 60 IN.	EACH	$ 6,000.00	1		$ 6,000.00		$ 6,000.00
46	6010-108-A-0	MANHOLE, SW-401, 84 IN.	EACH	$ 10,000.00	4		$ 40,000.00		$ 40,000.00
47	6010-108-A-0	MANHOLE, SW-401, 72 IN.	EACH	$ 8,000.00	4		$ 32,000.00		$ 32,000.00
48	6010-108-A-0	MANHOLE, SW-401, 96 IN.	EACH	$ 18,000.00	1		$ 18,000.00		$ 18,000.00
49	6010-108-B-0	INTAKE, SW-513	EACH	$ 5,000.00	2		$ 10,000.00		$ 10,000.00
50	6010-108-B-0	INTAKE, SW-507	EACH	$ 4,000.00	15		$ 60,000.00		$ 60,000.00
51	6010-108-B-0	INTAKE, SW-508	EACH	$ 5,000.00	4		$ 20,000.00		$ 20,000.00
52	6010-108-B-0	INTAKE, SW-508 CIP	EACH	$ 6,500.00	9		$ 58,500.00		$ 58,500.00
53	6010-108-B-0	INTAKE, SW-541	EACH	$ 7,000.00	24		$ 168,000.00		$ 168,000.00
54	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EACH	$ 1,500.00	19		$ 28,500.00		$ 28,500.00
55	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EACH	$ 1,750.00	1		$ 1,750.00		$ 1,750.00
56	6010-108-H-0	REMOVE MANHOLE	EACH	$ 1,000.00	7		$ 7,000.00		$ 7,000.00
57	6010-108-H-0	REMOVE INTAKE	EACH	$ 1,000.00	26		$ 26,000.00		$ 26,000.00
58	7010-108-E-0	CURB AND GUTTER, 2.5 FT. (WIDTH), 6 IN. (THICKNESS)	LF	$ 40.00	6175		$ 247,000.00		$ 247,000.00
59	7020-108-B-0	PAVEMENT, HMA, 7 IN.	TON	$ 105.00	4086		$ 429,030.00		$ 429,030.00
60	7021-108-B-0	HMA OVERLAY, 2 IN.	SY	$ 20.00	0		$ -		$ -
61	7030-108-A-0	REMOVAL OF SIDEWALK	SY	$ 15.00	1301		$ 19,515.00		$ 19,515.00
62	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	$ 15.00	1036		$ 15,540.00		$ 15,540.00
63	7030-108-E-0	SIDEWALK, PCC, 5 IN.	SY	$ 50.00	1436		$ 71,800.00		$ 71,800.00
64	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	$ 55.00	204		$ 11,220.00		$ 11,220.00
65	7030-108-G-0	DETECTABLE WARNING	SF	$ 40.00	419		$ 16,760.00		$ 16,760.00
66	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	$ 50.00	1178		$ 58,900.00		$ 58,900.00
67	7040-108-G-0	MILLING, VARIABLE DEPTH	SY	$ 8.00	0		$ -		$ -
68	7040-108-H-0	PAVEMENT REMOVAL	SY	$ 13.00	12310		$ 160,030.00		$ 160,030.00
69	8020-108-O-0	PAINTED PAVEMENT MARKINGS, THERMOPLASTIC REFLECTORIZED	STA	$ 150.00	35		$ 5,250.00		$ 5,250.00
70	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	$ 60,000.00	1		$ 60,000.00		$ 60,000.00
71	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	$ 5,000.00	3		$ 15,000.00		$ 15,000.00
72	9040-108-A-1	SWPPP PREPARATION	LS	$ 5,000.00	1		$ 5,000.00		$ 5,000.00
73	9040-108-A-2	SWPPP MANAGEMENT	LS	$ 5,000.00	1		$ 5,000.00		$ 5,000.00
74	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 4	SF	$ 70.00	110		$ 7,700.00		$ 7,700.00
75	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	$ 200.00	53		$ 10,600.00		$ 10,600.00
76	11,010-108-A	CONSTRUCTION SURVEY	LS	$ 50,000.00	1		$ 50,000.00		$ 50,000.00
77	11,020-108-A	MOBILIZATION	LS	$ 265,000.00	1		$ 265,000.00		$ 265,000.00
78	11,030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	$ 5,000.00	1		$ 5,000.00		$ 5,000.00
79	11,030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	$ 5,000.00	1		$ 5,000.00		$ 5,000.00
80	11,050-108-A-0	CONCRETE WASHOUT	LS	$ 1,000.00	1		$ 1,000.00		$ 1,000.00
						SUBTOTAL:	**$ 2,927,327.00**	**$ 210,000.00**	**$ 3,137,327.00**
							5% CONTINGENCY:		$ 156,866.35
							ESTIMATED COST OPINION:		**$ 3,294,193.35**

MARSHALLTOWN IOWA

Marshalltown - 4th Street and Meadow Lane Storm Sewer Enhancements
Phase I [4th Street to Meadow - Trunk Sewer]

ESTIMATED PROJECT QUANTITIES

HDR

Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total
1	2010-107-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN.	LF	$ 60.00	0	$ -
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8"	SY	$ 18.00	1267	$ 22,809.60
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	$ 18.00	1810	$ 32,581.44
4	2010-108-G-0	SUBGRADE PREPARATION	SY	$ 5.00	9845	$ 49,222.80
5	2010-108-I-0	SUBBASE	SY	$ 15.00	9845	$ 147,668.40
6	2599-9999999	TREE PRUNING	LF	$ 15.00	432	$ 6,480.00
7	2599-9999999	TREE REMOVAL	EACH	$ 2,000.00	1	$ 2,000.00
8	2599-9999999	REMOVE & REPLACE MAILBOX	EACH	$ 400.00	15	$ 6,000.00
9	2599-9999999	SIGN REMOVAL & REPLACEMENT	EACH	$ 100.00	47	$ 4,700.00
10	2599-9999999	PRIVATE DRAIN CONNECTION	EACH	$ 500.00	0	$ -
11	2599-9999999	SUMP PUMP CONNECTION	EACH	$ 500.00	3	$ 1,500.00
12	2599-9999999	SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION	LS	$ 5,000.00	1	$ 5,000.00
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	$ 50.00	2449	$ 122,450.00
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	$ 65.00	207	$ 13,455.00
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	$ 75.00	144	$ 10,800.00
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	$ 105.00	597	$ 62,685.00
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	$ 180.00	709	$ 127,620.00
18	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 12 IN.	LF	$ 15.00	326	$ 4,895.70
19	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 15 IN.	LF	$ 15.00	58	$ 867.45
20	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	$ 15.00	30	$ 450.00
21	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	$ 25.00	556	$ 13,901.25
22	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 30 IN.	LF	$ 25.00	61	$ 1,525.00
23	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 36 IN.	LF	$ 25.00	0	$ -
24	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 40 IN.	LF	$ 25.00	706	$ 17,653.25
25	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 6 IN.	LF	$ 85.00	785	$ 66,739.45
26	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 8 IN.	LF	$ 95.00	233	$ 22,135.00
27	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 6 IN.	EACH	$ 200.00	10	$ 2,016.00
28	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 8 IN.	EACH	$ 250.00	22	$ 5,400.00
29	5010-108-C-1	FITTING, TEE, DIP, 8x8x6 IN.	EACH	$ 300.00	2	$ 600.00
30	5010-108-D-0	WATER SERVICE STUB, COPPER, 1 IN.	EACH	$ 1,500.00	8	$ 12,000.00
31	5010-108-D-0	WATER SERVICE STUB, COPPER, 1-1/2 IN.	EACH	$ 1,600.00	8	$ 12,800.00
32	5010-108-D-0	WATER SERVICE STUB, COPPER, 2 IN.	EACH	$ 1,700.00	8	$ 13,600.00
33	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1 IN.	LF	$ 35.00	100	$ 3,500.00
34	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1-1/2 IN.	LF	$ 38.00	100	$ 3,800.00
35	5010-108-E-1	WATER SERVICE PIPE, COPPER, 2 IN.	LF	$ 42.00	100	$ 4,200.00
36	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1 IN.	EACH	$ 300.00	2	$ 600.00
37	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1-1/2 IN.	EACH	$ 400.00	2	$ 800.00
38	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 2 IN.	EACH	$ 500.00	2	$ 1,000.00
39	5020-108-A-0	VALVE, GATE, DIP, 6 IN.	EACH	$ 1,800.00	1	$ 1,800.00
40	5020-108-A-0	VALVE, GATE, DIP, 8 IN.	EACH	$ 2,000.00	2	$ 4,000.00
41	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH	$ 6,000.00	1	$ 6,000.00
42	5020-108-G-0	VALVE BOX REPLACEMENT	EACH	$ 600.00	2	$ 1,200.00
43	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	$ 500.00	1	$ 500.00
44	6010-108-A-0	MANHOLE, SW-401, 48 IN.	EACH	$ 4,200.00	4	$ 16,800.00
45	6010-108-A-0	MANHOLE, SW-401, 60 IN.	EACH	$ 6,000.00	0	$ -
46	6010-108-A-0	MANHOLE, SW-401, 84 IN.	EACH	$ 10,000.00	3	$ 30,000.00
47	6010-108-A-0	MANHOLE, SW-401, 72 IN.	EACH	$ 8,000.00	1	$ 8,000.00
48	6010-108-A-0	MANHOLE, SW-401, 96 IN.	EACH	$ 18,000.00	1	$ 18,000.00
49	6010-108-B-0	INTAKE, SW-513	EACH	$ 5,000.00	0	$ -
50	6010-108-B-0	INTAKE, SW-507	EACH	$ 4,000.00	12	$ 48,000.00
51	6010-108-B-0	INTAKE, SW-508	EACH	$ 5,000.00	2	$ 10,000.00
52	6010-108-B-0	INTAKE, SW-508 CIP	EACH	$ 6,500.00	4	$ 26,000.00
53	6010-108-B-0	INTAKE, SW-541	EACH	$ 7,000.00	14	$ 98,000.00
54	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EACH	$ 1,500.00	14	$ 21,000.00
55	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EACH	$ 1,750.00	1	$ 1,750.00
56	6010-108-H-0	REMOVE MANHOLE	EACH	$ 1,000.00	4	$ 4,000.00
57	6010-108-H-0	REMOVE INTAKE	EACH	$ 1,000.00	15	$ 15,000.00
58	7010-108-E-0	CURB AND GUTTER, 2.5 FT. (WIDTH), 6 IN. (THICKNESS)	LF	$ 40.00	4669	$ 186,760.00
59	7020-108-B-0	PAVEMENT, HMA, 7 IN.	TON	$ 105.00	3020	$ 317,100.00
60	7021-108-B-0	HMA OVERLAY, 2 IN.	SY	$ 20.00	0	$ -
61	7030-108-A-0	REMOVAL OF SIDEWALK	SY	$ 15.00	906	$ 13,590.00
62	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	$ 15.00	530	$ 7,950.00
63	7030-108-E-0	SIDEWALK, PCC, 5 IN.	SY	$ 50.00	773	$ 38,650.00
64	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	$ 55.00	153	$ 8,415.00
65	7030-108-G-0	DETECTABLE WARNING	SF	$ 40.00	319	$ 12,760.00
66	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	$ 50.00	624	$ 31,200.00
67	7040-108-G-0	MILLING, VARIABLE DEPTH	SY	$ 8.00	0	$ -
68	7040-108-H-0	PAVEMENT REMOVAL	SY	$ 13.00	9206	$ 119,678.00
69	8020-108-O-0	PAINTED PAVEMENT MARKINGS, THERMOPLASTIC REFLECTORIZED	STA	$ 150.00	26	$ 3,948.75
70	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	$ 60,000.00	0.72	$ 43,200.00
71	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	$ 5,000.00	2.16	$ 10,800.00
72	9040-108-A-1	SWPPP PREPARATION	LS	$ 5,000.00	0.72	$ 3,600.00
73	9040-108-A-2	SWPPP MANAGEMENT	LS	$ 5,000.00	0.72	$ 3,600.00
74	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 4	SF	$ 70.00	0	$ -
75	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	$ 200.00	32	$ 6,400.00
76	11,010-108-A	CONSTRUCTION SURVEY	LS	$ 50,000.00	0.72	$ 36,000.00
77	11,020-108-A	MOBILIZATION	LS	$ 265,000.00	0.72	$ 190,800.00
78	11,030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	$ 5,000.00	0.72	$ 3,600.00
79	11,030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	$ 5,000.00	0.72	$ 3,600.00
80	11,050-108-A-0	CONCRETE WASHOUT	LS	$ 1,000.00	0.72	$ 720.00
					SUBTOTAL:	**$ 2,155,877.09**
					5% CONTINGENCY:	$ 107,793.85
					ESTIMATED COST OPINION:	**$ 2,263,670.94**

MARSHALLTOWN IOWA

Marshalltown - 4th Street and Meadow Lane Storm Sewer Enhancements
Phase II [Columbus Dr, 4th St to Crestview]

ESTIMATED PROJECT QUANTITIES

HDR

Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total
1	2010-107-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN.	LF	$ 60.00	0	$ -
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8"	SY	$ 18.00	282	$ 5,068.80
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	$ 18.00	402	$ 7,240.32
4	2010-108-G-0	SUBGRADE PREPARATION	SY	$ 5.00	2188	$ 10,938.40
5	2010-108-I-0	SUBBASE	SY	$ 15.00	2188	$ 32,815.20
6	2599-9999999	TREE PRUNING	LF	$ 15.00	96	$ 1,440.00
7	2599-9999999	TREE REMOVAL	EACH	$ 2,000.00	3	$ 6,000.00
8	2599-9999999	REMOVE & REPLACE MAILBOX	EACH	$ 400.00	0	$ -
9	2599-9999999	SIGN REMOVAL & REPLACEMENT	EACH	$ 100.00	6	$ 600.00
10	2599-9999999	PRIVATE DRAIN CONNECTION	EACH	$ 500.00	0	$ -
11	2599-9999999	SUMP PUMP CONNECTION	EACH	$ 500.00	2	$ 1,000.00
12	2599-9999999	SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION	LS	$ 5,000.00	0	$ -
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	$ 50.00	121	$ 6,050.00
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	$ 65.00	88	$ 5,720.00
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	$ 75.00	0	$ -
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	$ 105.00	756	$ 79,380.00
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	$ 180.00	0	$ -
18	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 12 IN.	LF	$ 15.00	86	$ 1,292.40
19	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 15 IN.	LF	$ 15.00	0	$ -
20	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	$ 15.00	0	$ -
21	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	$ 25.00	0	$ -
22	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 30 IN.	LF	$ 25.00	0	$ -
23	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 36 IN.	LF	$ 25.00	0	$ -
24	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 40 IN.	LF	$ 25.00	706	$ 17,640.50
25	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 6 IN.	LF	$ 85.00	314	$ 26,690.00
26	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 8 IN.	LF	$ 95.00	0	$ -
27	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 6 IN.	EACH	$ 200.00	2	$ 448.00
28	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 8 IN.	EACH	$ 250.00	5	$ 1,200.00
29	5010-108-C-1	FITTING, TEE, DIP, 8x8x6 IN.	EACH	$ 300.00	0	$ -
30	5010-108-D-0	WATER SERVICE STUB, COPPER, 1 IN.	EACH	$ 1,500.00	0	$ -
31	5010-108-D-0	WATER SERVICE STUB, COPPER, 1-1/2 IN.	EACH	$ 1,600.00	0	$ -
32	5010-108-D-0	WATER SERVICE STUB, COPPER, 2 IN.	EACH	$ 1,700.00	0	$ -
33	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1 IN.	LF	$ 35.00	0	$ -
34	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1-1/2 IN.	LF	$ 38.00	0	$ -
35	5010-108-E-1	WATER SERVICE PIPE, COPPER, 2 IN.	LF	$ 42.00	0	$ -
36	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1 IN.	EACH	$ 300.00	0	$ -
37	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1-1/2 IN.	EACH	$ 400.00	0	$ -
38	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 2 IN.	EACH	$ 500.00	0	$ -
39	5020-108-A-0	VALVE, GATE, DIP, 6 IN.	EACH	$ 1,800.00	0	$ -
40	5020-108-A-0	VALVE, GATE, DIP, 8 IN.	EACH	$ 2,000.00	0	$ -
41	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH	$ 6,000.00	0	$ -
42	5020-108-G-0	VALVE BOX REPLACEMENT	EACH	$ 600.00	0	$ -
43	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	$ 500.00	0	$ -
44	6010-108-A-0	MANHOLE, SW-401, 48 IN.	EACH	$ 4,200.00	0	$ -
45	6010-108-A-0	MANHOLE, SW-401, 60 IN.	EACH	$ 6,000.00	0	$ -
46	6010-108-A-0	MANHOLE, SW-401, 84 IN.	EACH	$ 10,000.00	1	$ 10,000.00
47	6010-108-A-0	MANHOLE, SW-401, 72 IN.	EACH	$ 8,000.00	1	$ 8,000.00
48	6010-108-A-0	MANHOLE, SW-401, 96 IN.	EACH	$ 18,000.00	0	$ -
49	6010-108-B-0	INTAKE, SW-513	EACH	$ 5,000.00	0	$ -
50	6010-108-B-0	INTAKE, SW-507	EACH	$ 4,000.00	1	$ 4,000.00
51	6010-108-B-0	INTAKE, SW-508	EACH	$ 5,000.00	0	$ -
52	6010-108-B-0	INTAKE, SW-508 CIP	EACH	$ 6,500.00	4	$ 26,000.00
53	6010-108-B-0	INTAKE, SW-541	EACH	$ 7,000.00	7	$ 49,000.00
54	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EACH	$ 1,500.00	4	$ 6,000.00
55	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EACH	$ 1,750.00	0	$ -
56	6010-108-H-0	REMOVE MANHOLE	EACH	$ 1,000.00	0	$ -
57	6010-108-H-0	REMOVE INTAKE	EACH	$ 1,000.00	3	$ 3,000.00
58	7010-108-E-0	CURB AND GUTTER, 2.5 FT. (WIDTH), 6 IN. (THICKNESS)	LF	$ 40.00	1087	$ 43,480.00
59	7020-108-B-0	PAVEMENT, HMA, 7 IN.	TON	$ 105.00	676	$ 70,980.00
60	7021-108-B-0	HMA OVERLAY, 2 IN.	SY	$ 20.00	0	$ -
61	7030-108-A-0	REMOVAL OF SIDEWALK	SY	$ 15.00	279	$ 4,185.00
62	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	$ 15.00	164	$ 2,460.00
63	7030-108-E-0	SIDEWALK, PCC, 5 IN.	SY	$ 50.00	374	$ 18,700.00
64	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	$ 55.00	31	$ 1,705.00
65	7030-108-G-0	DETECTABLE WARNING	SF	$ 40.00	60	$ 2,400.00
66	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	$ 50.00	205	$ 10,250.00
67	7040-108-G-0	MILLING, VARIABLE DEPTH	SY	$ 8.00	0	$ -
68	7040-108-H-0	PAVEMENT REMOVAL	SY	$ 13.00	2087	$ 27,131.00
69	8020-108-O-0	PAINTED PAVEMENT MARKINGS, THERMOPLASTIC REFLECTORIZED	STA	$ 150.00	5	$ 776.25
70	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	$ 60,000.00	0.16	$ 9,600.00
71	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	$ 5,000.00	0.48	$ 2,400.00
72	9040-108-A-1	SWPPP PREPARATION	LS	$ 5,000.00	0.16	$ 800.00
73	9040-108-A-2	SWPPP MANAGEMENT	LS	$ 5,000.00	0.16	$ 800.00
74	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 4	SF	$ 70.00	0	$ -
75	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	$ 200.00	12	$ 2,400.00
76	11,010-108-A	CONSTRUCTION SURVEY	LS	$ 50,000.00	0.16	$ 8,000.00
77	11,020-108-A	MOBILIZATION	LS	$ 265,000.00	0.16	$ 42,400.00
78	11,030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	$ 5,000.00	0.16	$ 800.00
79	11,030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	$ 5,000.00	0.16	$ 800.00
80	11,050-108-A-0	CONCRETE WASHOUT	LS	$ 1,000.00	0.16	$ 160.00
					SUBTOTAL:	**$ 559,750.87**
					5% CONTINGENCY:	$ 27,987.54
					ESTIMATED COST OPINION:	**$ 587,738.41**

MARSHALLTOWN IOWA

Marshalltown - 4th Street and Meadow Lane Storm Sewer Enhancements
Phase III [Crestview Dr, Columbus Dr to Olive St]

ESTIMATED PROJECT QUANTITIES

HDR

Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total
1	2010-107-K-1	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, RCP, 36 IN.	LF	$ 60.00	50	$ 3,000.00
2	2010-108-D-1	TOPSOIL, STRIP, SALVAGE AND SPREAD, 8"	SY	$ 18.00	211	$ 3,801.60
3	2010-108-E-0	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	$ 18.00	302	$ 5,430.24
4	2010-108-G-0	SUBGRADE PREPARATION	SY	$ 5.00	1641	$ 8,203.80
5	2010-108-I-0	SUBBASE	SY	$ 15.00	1641	$ 24,611.40
6	2599-9999999	TREE PRUNING	LF	$ 15.00	72	$ 1,080.00
7	2599-9999999	TREE REMOVAL	EACH	$ 2,000.00	0	$ -
8	2599-9999999	REMOVE & REPLACE MAILBOX	EACH	$ 400.00	0	$ -
9	2599-9999999	SIGN REMOVAL & REPLACEMENT	EACH	$ 100.00	5	$ 500.00
10	2599-9999999	PRIVATE DRAIN CONNECTION	EACH	$ 500.00	1	$ 500.00
11	2599-9999999	SUMP PUMP CONNECTION	EACH	$ 500.00	0	$ -
12	2599-9999999	SPECIAL BACKFILL, COMPACTION, REMOVAL, AND INSTALLATION	LS	$ 5,000.00	0	$ -
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	$ 50.00	0	$ -
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	$ 65.00	0	$ -
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN.	LF	$ 75.00	292	$ 21,900.00
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	$ 105.00	507	$ 53,235.00
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN.	LF	$ 180.00	0	$ -
18	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 12 IN.	LF	$ 15.00	86	$ 1,288.65
19	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 15 IN.	LF	$ 15.00	122	$ 1,832.40
20	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 18 IN.	LF	$ 15.00	0	$ -
21	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 24 IN.	LF	$ 25.00	78	$ 1,941.75
22	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 30 IN.	LF	$ 25.00	0	$ -
23	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 36 IN.	LF	$ 25.00	546	$ 13,654.00
24	4020-108-C-0	REMOVAL OF STORM SEWER, RCP, 40 IN.	LF	$ 25.00	0	$ -
25	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 6 IN.	LF	$ 85.00	125	$ 10,625.00
26	5010-108-A-1	WATER MAIN, TRENCHED, DIP, 8 IN.	LF	$ 95.00	75	$ 7,125.00
27	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 6 IN.	EACH	$ 200.00	2	$ 336.00
28	5010-108-C-1	FITTING, 45 DEGREE ELBOW, DIP, 8 IN.	EACH	$ 250.00	4	$ 900.00
29	5010-108-C-1	FITTING, TEE, DIP, 8x8x6 IN.	EACH	$ 300.00	0	$ -
30	5010-108-D-0	WATER SERVICE STUB, COPPER, 1 IN.	EACH	$ 1,500.00	0	$ -
31	5010-108-D-0	WATER SERVICE STUB, COPPER, 1-1/2 IN.	EACH	$ 1,600.00	0	$ -
32	5010-108-D-0	WATER SERVICE STUB, COPPER, 2 IN.	EACH	$ 1,700.00	0	$ -
33	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1 IN.	LF	$ 35.00	0	$ -
34	5010-108-E-1	WATER SERVICE PIPE, COPPER, 1-1/2 IN.	LF	$ 38.00	0	$ -
35	5010-108-E-1	WATER SERVICE PIPE, COPPER, 2 IN.	LF	$ 42.00	0	$ -
36	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1 IN.	EACH	$ 300.00	0	$ -
37	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 1-1/2 IN.	EACH	$ 400.00	0	$ -
38	5010-108-E-2	WATER SERVICE CURB STOP AND BOX, 2 IN.	EACH	$ 500.00	0	$ -
39	5020-108-A-0	VALVE, GATE, DIP, 6 IN.	EACH	$ 1,800.00	0	$ -
40	5020-108-A-0	VALVE, GATE, DIP, 8 IN.	EACH	$ 2,000.00	0	$ -
41	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH	$ 6,000.00	0	$ -
42	5020-108-G-0	VALVE BOX REPLACEMENT	EACH	$ 600.00	0	$ -
43	5020-108-I-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	$ 500.00	0	$ -
44	6010-108-A-0	MANHOLE, SW-401, 48 IN.	EACH	$ 4,200.00	0	$ -
45	6010-108-A-0	MANHOLE, SW-401, 60 IN.	EACH	$ 6,000.00	1	$ 6,000.00
46	6010-108-A-0	MANHOLE, SW-401, 84 IN.	EACH	$ 10,000.00	0	$ -
47	6010-108-A-0	MANHOLE, SW-401, 72 IN.	EACH	$ 8,000.00	2	$ 16,000.00
48	6010-108-A-0	MANHOLE, SW-401, 96 IN.	EACH	$ 18,000.00	0	$ -
49	6010-108-B-0	INTAKE, SW-513	EACH	$ 5,000.00	2	$ 10,000.00
50	6010-108-B-0	INTAKE, SW-507	EACH	$ 4,000.00	2	$ 8,000.00
51	6010-108-B-0	INTAKE, SW-508	EACH	$ 5,000.00	2	$ 10,000.00
52	6010-108-B-0	INTAKE, SW-508 CIP	EACH	$ 6,500.00	1	$ 6,500.00
53	6010-108-B-0	INTAKE, SW-541	EACH	$ 7,000.00	3	$ 21,000.00
54	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EACH	$ 1,500.00	1	$ 1,500.00
55	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EACH	$ 1,750.00	0	$ -
56	6010-108-H-0	REMOVE MANHOLE	EACH	$ 1,000.00	3	$ 3,000.00
57	6010-108-H-0	REMOVE INTAKE	EACH	$ 1,000.00	8	$ 8,000.00
58	7010-108-E-0	CURB AND GUTTER, 2.5 FT. (WIDTH), 6 IN. (THICKNESS)	LF	$ 40.00	394	$ 15,760.00
59	7020-108-B-0	PAVEMENT, HMA, 7 IN.	TON	$ 105.00	390	$ 40,950.00
60	7021-108-B-0	HMA OVERLAY, 2 IN.	SY	$ 20.00	0	$ -
61	7030-108-A-0	REMOVAL OF SIDEWALK	SY	$ 15.00	116	$ 1,740.00
62	7030-108-A-0	REMOVAL OF DRIVEWAY	SY	$ 15.00	342	$ 5,130.00
63	7030-108-E-0	SIDEWALK, PCC, 5 IN.	SY	$ 50.00	289	$ 14,450.00
64	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	$ 55.00	20	$ 1,100.00
65	7030-108-G-0	DETECTABLE WARNING	SF	$ 40.00	40	$ 1,600.00
66	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	$ 50.00	349	$ 17,450.00
67	7040-108-G-0	MILLING, VARIABLE DEPTH	SY	$ 8.00	0	$ -
68	7040-108-H-0	PAVEMENT REMOVAL	SY	$ 13.00	1017	$ 13,221.00
69	8020-108-O-0	PAINTED PAVEMENT MARKINGS, THERMOPLASTIC REFLECTORIZED	STA	$ 150.00	4	$ 525.00
70	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	$ 60,000.00	0.12	$ 7,200.00
71	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	$ 5,000.00	0.36	$ 1,800.00
72	9040-108-A-1	SWPPP PREPARATION	LS	$ 5,000.00	0.12	$ 600.00
73	9040-108-A-2	SWPPP MANAGEMENT	LS	$ 5,000.00	0.12	$ 600.00
74	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 4	SF	$ 70.00	110	$ 7,700.00
75	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EACH	$ 200.00	9	$ 1,800.00
76	11,010-108-A	CONSTRUCTION SURVEY	LS	$ 50,000.00	0.12	$ 6,000.00
77	11,020-108-A	MOBILIZATION	LS	$ 265,000.00	0.12	$ 31,800.00
78	11,030-108-A-0	MAINTENANCE OF POSTAL SERVICE	LS	$ 5,000.00	0.12	$ 600.00
79	11,030-108-B-0	MAINTENANCE OF SOLID WASTE COLLECTION	LS	$ 5,000.00	0.12	$ 600.00
80	11,050-108-A-0	CONCRETE WASHOUT	LS	$ 1,000.00	0.12	$ 120.00
					SUBTOTAL:	**$ 420,710.84**
					5% CONTINGENCY:	$ 21,035.54
					ESTIMATED COST OPINION:	**$ 441,746.38**

City of Marshalltown, Iowa

SPEER FINANCIAL, INC.

$10,000,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020

(Refunding of 2011B Bond $1,255,000 and New Storm Sewer Project $3,560,000 and Other New Projects subject to Debt Levy $5,185,000)

Date of Bonds: 08/Sep/20 **12 Year Maturity**

Date	Principal	Estimated Interest Rate	Interest	Principal and Interest	Fiscal Year	Estimated Series 2020 Debt Service	NO 2011B Included ALL Debt Service Outstanding LEVIES	Total	Less Annual LOST Rev	Less Annual Stormwater	Less Annual TIF-2011B (42%)	Less Annual Cash Flow Res.	Estimated Net Debt Service	Taxable Valuation 1/1/19	ETV Growth Assumptions	Estimated Tax Rate Per ($1000 ETV)	Taxes Per Property $100,000 Assessed $55,074.30 Taxable Value
01/Dec/20			$46,111.11	$46,111.11													
01/Jun/21	$ 515,000	2.000%	100,000.00	615,000.00	2021	$661,111.11	3,784,681.00	$4,445,792.11	$2,116,319.00	$397,015.56	$80,107.00	$709,478.00	$1,142,872.55	$ 922,230,865		$ 1.24	$ 68.25
01/Dec/21			94,850.00	94,850.00													-
01/Jun/22	500,000	2.000%	94,850.00	594,850.00	2022	689,700.00	3,763,617.00	4,453,317.00	2,000,000.00	394,300.00	80,830.00		1,978,187.00	940,675,482	2%	2.10	115.82
01/Dec/22			89,850.00	89,850.00													-
01/Jun/23	510,000	2.000%	89,850.00	599,850.00	2023	689,700.00	3,456,282.22	4,145,982.22	2,600,000.00	392,700.00	80,000.00		1,073,282.22	959,488,992	2%	1.12	61.61
01/Dec/23			84,750.00	84,750.00													-
01/Jun/24	1,015,000	2.000%	84,750.00	1,099,750.00	2024	1,184,500.00	3,277,315.28	4,461,815.28	2,600,000.00	396,000.00	80,000.00		1,385,815.28	978,678,772	2%	1.42	77.99
01/Dec/24			74,600.00	74,600.00													-
01/Jun/25	1,030,000	2.000%	74,600.00	1,104,600.00	2025	1,179,200.00	3,066,874.72	4,246,074.72	2,600,000.00	394,100.00	80,000.00		1,171,974.72	998,252,347	2%	1.17	64.66
01/Dec/25			64,300.00	64,300.00													-
01/Jun/26	1,055,000	2.000%	64,300.00	1,119,300.00	2026	1,183,600.00	2,635,370.00	3,818,970.00	2,600,000.00	392,100.00	80,000.00		746,870.00	1,018,217,394	2%	0.73	40.40
01/Dec/26			53,750.00	53,750.00													-
01/Jun/27	1,085,000	2.000%	53,750.00	1,138,750.00	2027	1,192,500.00	2,538,950.00	3,731,450.00	2,600,000.00	395,000.00	80,000.00		656,450.00	1,038,581,742	2%	0.63	34.81
01/Dec/27			42,900.00	42,900.00													-
01/Jun/28	905,000	2.000%	42,900.00	947,900.00	2028	990,800.00	2,275,600.00	3,266,400.00	2,600,000.00	392,700.00			273,700.00	1,059,353,377	2%	0.26	14.23
01/Dec/28			33,850.00	33,850.00													-
01/Jun/29	1,030,000	2.000%	33,850.00	1,063,850.00	2029	1,097,700.00	2,219,450.00	3,317,150.00	2,600,000.00	395,300.00			321,850.00	1,080,540,444	2%	0.30	16.40
01/Dec/29			23,550.00	23,550.00													-
01/Jun/30	1,035,000	2.000%	23,550.00	1,058,550.00	2030	1,082,100.00	1,773,150.00	2,855,250.00	2,462,550.00	392,700.00				1,102,151,253	2%	-	-
01/Dec/30			13,200.00	13,200.00													-
01/Jun/31	650,000	2.000%	13,200.00	663,200.00	2031	676,400.00	1,173,800.00	1,850,200.00	1,850,200.00					1,124,194,278	2%	-	-
01/Dec/31			6,700.00	6,700.00													-
01/Jun/32	670,000	2.000%	6,700.00	676,700.00	2032	683,400.00	1,185,300.00	1,868,700.00	1,868,700.00					1,146,678,164	2%	-	-
01/Dec/32																	-
01/Jun/33					2033		1,185,600.00	1,185,600.00	1,185,600.00					1,169,611,727	2%	-	-
01/Dec/33																	-
01/Jun/34					2034		1,195,000.00	1,195,000.00	1,195,000.00					1,193,003,962	2%	-	-
01/Dec/34																	-
01/Jun/35					2035		1,208,200.00	1,208,200.00	1,208,200.00					1,216,864,041	2%	-	-
01/Dec/35																	-
01/Jun/36					2036		1,225,050.00	1,225,050.00	1,225,050.00					1,241,201,322	2%	-	-
01/Dec/36																	-
01/Jun/37					2037		1,215,400.00	1,215,400.00	1,215,400.00					1,266,025,348	2%	-	-
01/Dec/37																	-
01/Jun/38					2038									1,291,345,855	2%	-	-
01/Dec/38																	-
01/Jun/39					2039									1,317,172,772	2%	-	-
01/Dec/39																	-
01/Jun/40					2040									1,343,516,228	2%	-	-
																	-
Total	**$10,000,000**		**$1,310,711.11**	**$11,310,711.11**		**$11,310,711.11**	**$37,179,640.22**	###########	###########	###########	$ 560,937.00	$709,478	**$8,751,001.77**			$ 0.45 Average	$ 24.71 Average

Net Interest Rate	**2.122071%**	Premium	
Bond Years	65,535.560	**Discount**	**$80,000.00**
Average Life	6.554		
		run date:	04/Jun/20

City Assumptions:

(1) FY21 bond payments for the new borrowing will be paid from the storm sewer fund and the debt service fund balance

(2) 2% growth in property tax valuations.

(3) For FY22, LOST will return to 75% of revenue collections originally projected and no cash reserve or Council Designated LOST is added

(4) For FY23 forward , LOST will return to 100% of revenue collections originally projected.

MARSHALLTOWN COMPOST FACILITY

HOURS OF OPERATION

Monday-Friday	10:00 AM – 6:00 PM
Saturday	9:00 AM – 4:00 PM
Sunday	NOON – 4:00 PM

**********************************DISPOSAL FEES**********************************

ABSOLUTELY NO DISPOSABLE PLASTIC BAGS

There will be paper bags for sale for $1.00 with a fee of $1.00 at the gate as well.

RE-USABLE CONTAINERS............$2.00 MINIMUM

Cars/Vans/SUVs:...$5.00

Pick-up Trucks:
SMALL (approx. 6' bed)..................$6.00
MEDIUM (8' bed)..................$9.00
LARGE (10' bed)..............$14.00

Dump Trucks:
SMALL (1 ton truck)......................$28.00
MEDIUM (single axle)......................$39.00
LARGE (tandem axle)......................$55.00

Trailers:
SMALL (4' x 6' & smaller).............$6.00
MEDIUM (4' x 8' to 4' x 10').............$9.00
LARGE (8' x 10')..........................$14.00
DUMP …..$28.00

******************************PRODUCT SALE FEES******************************

LOADING FEE - $15.00

Compost (processed):
RE-USABLE CONTAINERS................$2.00 MINIMUM
PICK-UP TRUCK................................$35.00
SMALL DUMP TRUCK.......................$70.00
LARGE DUMP TRUCK.....................$100.00

Mulch (processed):
Wood Chips
RE-USABLE CONTAINERS................$2.00 MINIMUM
PICK-UP TRUCK................................$25.00
SMALL DUMP TRUCK.......................$30.00
LARGE DUMP TRUCK......................$75.00

Firewood (unprocessed):
PICK-UP TRUCK................................$10.00
SMALL DUMP TRUCK......................$20.00
LARGE DUMP TRUCK......................$30.00

MARSHALLTOWN
IOWA

June 8, 2020

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

From: Caleb Knutson, City Planner

Re: Proposed Zoning Fee Discussion

Policy Issue: Zoning related fees are set by resolution each year. Staff periodically reviews the fees to ensure that they are covering related costs to perform the service. We also look at services which are being provided that should require a fee but have not previously been assigned one. We are proposing three new fees for this fiscal year as shown below.

Recommendation:

Fee	Current	Proposed
Home Occupation Special Use	$50	$150
Home Occupation	$0	$50
Zoning Verification Letter Multi-family, Commercial & Industrial	$0	$100
Zoning Verification Letter Single Family Residential	$0	$25
Planned Unit Development Amendment	$100	$200

Background: The proposed new fees are established to cover associated costs such as wages, benefits, printing, postage and other general administration costs. Additionally, some items require board meetings which requires more time.

Budget Impact: Generate a minimal increase to the general fund.

Attachment: None

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

MARSHALLTOWN
IOWA

24 N Center Street
Marshalltown, IA 50158

June 4, 2020

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

From: Shari L. Coughenour, CMC, City Clerk, and
Diana Steiner, Finance Director

Re: Parking Tickets, annual collection fees

Policy Issue: Staff Efficiency

Recommendation:
Staff recommends changing the annual collection fee for unpaid parking tickets from $15 per account to $5 per ticket. This fee change will be included in the annual fee resolution, which is to be presented for your consideration at the next city council meeting, effective beginning July 1, 2020.

Background:
The prior collection fee was set per account and the old access data base was efficient at applying the fee per account. The new parking system, Tyler Technologies, Incode/Court, assesses fees per violation, not per violator/account. Due to this change, staff requests that the annual collection fee is now assessed on a per ticket basis. Each year a parking ticket remains unpaid, an additional $5 late fee will be applied.

The annual collection fee covers staff time spent creating and maintaining the State Department of Transportation Vehicle hold list, which is created and sent up at least monthly.

Staff recommends leaving the $15 Offset collection fee as an additional per account fee, as the Offset program is an enhanced collection effort. The Offset program is utilized to receive amounts due to the city by filing with the State of Iowa to receive a portion of a state payment or refund due to the debtor.

Budget Impact: Improved staff efficiency.

Attachment: none