

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[MINUTES.PDF](#)

[PACKET.PDF](#)



SPECIAL COUNCIL MEETING AGENDA

Thursday, August 11, 2016

NOON

COUNCIL CHAMBERS, 10 W STATE STREET

TO: Mayor James L. Lowrance and Councilors Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer, Bill Martin, Robert Schubert, Bethany Wirin.

You and each of you are hereby notified of the call of the Special Council Meeting to be held for the following purpose:

ROLL CALL:

Resolution 2016-159 Approving Consulting Services Agreement with Stevens Public Management, LLC, for Administrative and Project Management Services and Appointing Mark Stevens as Interim City Administrator

ADJOURNMENT

Mayor James L. Lowrance

Leon Lamer

Mike Gowdy

Bill Martin

Joel Greer

Bob Schubert

Al Hoop

Bethany Wirin

Council Proceedings
Special Council Meeting
August 11, 2016

A Special meeting of the Marshalltown City Council was convened on August 11, 2016, at 12:00 PM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Wirin moved to adopt Resolution 2016-159 Approving Consulting Services Agreement with Stevens Public Management, LLC, for Administrative and Project Management Services and Appointing Mark Stevens as Interim City Administrator, second by Schubert. Resolution adopted 6-1, Hoop dissenting.

Meeting adjourned at 12:09 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



SPECIAL COUNCIL MEETING AGENDA

Thursday, August 11, 2016

NOON

COUNCIL CHAMBERS, 10 W STATE STREET

TO: Mayor James L. Lowrance and Councilors Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer, Bill Martin, Robert Schubert, Bethany Wirin.

You and each of you are hereby notified of the call of the Special Council Meeting to be held for the following purpose:

ROLL CALL:

Resolution 2016-159 Approving Consulting Services Agreement with Stevens Public Management, LLC, for Administrative and Project Management Services and Appointing Mark Stevens as Interim City Administrator

ADJOURNMENT

Mayor James L. Lowrance

Leon Lamer

Mike Gowdy

Bill Martin

Joel Greer

Bob Schubert

Al Hoop

Bethany Wirin

RESOLUTION APPROVING CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF MARSHALLTOWN, IOWA
AND STEVENS PUBLIC MANAGEMENT, LLC,
FOR ADMINISTRATIVE AND PROJECT MANAGEMENT SERVICES
AND APPOINTING MARK STEVENS AS INTERIM CITY ADMINISTRATOR

WHEREAS the City of Marshalltown, Iowa has a Consulting Services Agreement with Stevens Public Management, LLC, for administrative and project management services, with Mark Stevens serving as the Interim City Administrator; and

WHEREAS said Consulting Services Agreement is in the best interest of the City and should be approved by the Council of the City of Marshalltown, Iowa.

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

Section 1. The attached Consulting Services Agreement between the City of Marshalltown, Iowa with Stevens Public Management, LLC, for administrative and project management services is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. Mark Stevens is appointed Interim City Administrator as of August 16, 2016.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute said Consulting Services Agreement on behalf of the City of Marshalltown, Iowa.

Section 4. This Consulting Services Agreement shall be in full force and effect from and after its execution by all parties, as required by law.

Passed this 11th day of August, 2016, and signed this __ day of August, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Consulting Services Agreement

This Agreement is by and between the City of Marshalltown, Iowa ("City") and Stevens Public Management, LLC ("Consultant"), and is to be effective August 16, 2016. Pursuant to the terms and conditions of this Agreement, City desires to hire Consultant as an independent contractor to provide administrative and project management services to City.

1. Services

The Consultant will provide city administration and project management services to the City as determined from time to time by the Marshalltown City Council ("City Council"). The City Council has appointed the Consultant as the Interim City Administrator and the Consultant will perform such duties in accordance with State law and the City Code. When performing project management related services, it is understood that the Consultant is working in an administrative capacity for the City. The Consultant does not represent himself as a professional architect, engineer, financial advisor or other technical person.

Services shall generally be provided at City Hall and other City facilities, but Consultant may perform work outside of these locations.

Both parties acknowledge this is a temporary engagement of the Consultant by the City. The Consultant has limited time available to provide such services to the City, but will make a reasonable attempt to provide a minimum of 25 hours service per week, which will include time spent at City Council meetings and other meetings as requested or as necessary to perform the services.

2. Independent Contractor

Consultant and City understand and intend that Consultant shall perform all services under this Agreement as an independent contractor and not as an employee of the City. The manner and means by which the Consultant executes and performs his obligations are to be determined by the Consultant in his reasonable discretion. The Consultant is not entitled to City employee benefits. The City shall not withhold federal, state, or local income tax, or payroll tax of any kind. Consultant understands that he is solely responsible to pay, according to law, all of Consultant's taxes of any kind.

Consultant has no authority to enter into contracts or agreements on behalf of City, except with prior written approval of the City or as authorized by City Code.

3. Term

This Agreement is effective August 16, 2016 and may be terminated upon 48 hours written notice by either party. Upon termination, the Consultant will cease work and turn

all work in progress over to the City. City will compensate the Consultant for all work completed prior to termination of this Agreement.

4. Compensation and Reimbursement

The Consultant shall be compensated by the City as follows:

- A. City shall pay Consultant a retainer of \$2,500 upon approval of this Agreement by the City Council.
- B. The Consultant shall be paid \$125 per hour for all work performed by the Consultant on behalf of the City.
- C. The Consultant shall submit periodic invoices for work describing the time spent for services. City shall pay such invoices within 20 days. The first \$2,500 in services shall be billed against the retainer, but Consultant shall submit invoices on the terms described herein.
- D. Consultant shall itemize charges for services performed and shall separately identify general administrative services from project management services to allow for proper charges against different City Funds.
- E. City shall provide a \$10 per diem reimbursement for all travel and other expenses on those days the Consultant travels to Marshalltown or other locations to perform services under this Agreement.

5. Notice

Notices and other official correspondence between the parties shall be mailed to the following:

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

Consultant:
Stevens Public Management, LLC
2905 45th Street
Des Moines, IA 50310

6. Liability and Indemnification

Consultant's liability under this Agreement shall be limited to the amount received by Consultant as compensation pursuant to this Agreement. The Consultant shall carry \$2 million in professional liability insurance and shall provide proof of such insurance

7. Miscellaneous

This Agreement may not be assigned or transferred by either party without the consent of the other party. This Agreement shall be construed and enforced in accordance with Iowa law. This Agreement is the entire agreement of the parties and supersedes all prior agreements, written or oral, between the parties as to the subject matter hereof. This Agreement may not be modified, changed or discharged in whole or in part except by a writing signed by both parties. If any part of this Agreement is held unenforceable, the rest of this Agreement will remain in full force and effect.

Approved by City:

Approved by Consultant:

James Lowrance, Mayor
City of Marshalltown, Iowa

Stevens Public Management, LLC
By: Mark Stevens, President