1. Agenda

   Documents:

   AGENDA.PDF

2. Supporting Meeting Documents

   Documents:

   BILL LIST.PDF
   MINUTES.PDF
   PACKET.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

OCTOBER 12, 2015, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Crimestoppers Program

Trees Forever Volunteer Recognition

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of September 28, 2015, and special meeting of October 5, 2015.
2. Approve Bill List in the amount of $1,378,347.76.
3. Appoint Megan Bell to Library Board, replacing Sue Fink, term expires
4. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator, Engineered Equipment Solutions for sanitary sewer utility, skimmer pipe: $26,900.00; Instrument Control Systems for sanitary sewer utility, Ethernet switches: $15,594.00; Shand & Jurs for sanitary sewer utility, condensate sediment trap $11,000.
5. Approve Façade Grant Application, 207 E Church Street, Bright Futures, LLC, reimbursable improvement amount not to exceed $2,583.75, located in TIF District #4.
6. Approve July 2015 financials
7. Resolution 2015-167 Declaring certain property surplus and authorizing sale and disposal in accordance with established guidelines, being a parks department 1996 Ford Windstar (mileage 102k, acquisition cost $9,050) and obsolete self contained breathing apparatus.
8. Resolution 2015-168 Approving renewal of People Rides Contract for Transportation services with Region 6, for paratransit and premium ride demand response.
9. Resolution 2015-169 Approving Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants.
10. Resolution 2015-170 Approving Certificate of Completion and final project costs of $231,461.00, Alliant Sewer Extension project 66013014, with Raccoon Valley Contractors.
11. Resolution 2015-171 Approving the Agreement with the Iowa Department of Transportation, General Aviation Vertical Infrastructure grant assistance application, to pave the remaining six stalls of the t-hangar floor, 85% reimbursement up to $80,325.
12. Resolution 2015-172 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008

13. Resolution 2015-173 Approving Iowa Department of Transportation Surface transportation program agreement for PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009.

14. Resolution 2015-174 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010

15. Resolution 2015-175 Approving Proposal for IT services with BDH Technology, for X term, $.

16. Liquor License applications:

    NEW: Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street;

(end of consent agenda items

RESOLUTIONS:

17. Resolution 2015-176 Approving Architectural Services Agreement with Prochaska & Associates, proposed Police & Fire building project 14013020, $75,000

18. Resolution 2015-177 Accepting Bid and Authorizing the Award of Contract for the 18^{th} Avenue Improvements project 76015011, with Boulder Contracting in the amount of $148,883.55.

19. Resolution 2015-178 Approving Contract and Bond for the 18^{th} Avenue Improvements project 76015011, with Boulder Contracting in the amount of $148,883.55.

PUBLIC HEARING

20. Resolution 2015-179 Approving Amendment 2015-A to the Plan of Urban Renewal Area 3, relating to Teamwork-1, LLC, and Bobcat Academy.

PUBLIC HEARING

21. Resolution 2015-180 Approving Development Agreement, with Teamwork-1, LLC, relating to Bobcat Academy, in Urban Renewal Area 3, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues, providing for certain incentives in the form of economic development payments, a rebate of the incremental property tax payments paid by the Developer for a period of six years, in an amount no to exceed $125,000, as authorized by Section 403.9 of the Code of Iowa.

PUBLIC HEARING

22. Resolution 2015-181 Approving Preliminary Official Statement for $2,00,000 General Obligation Corporate Purpose Bonds, Series 2015, intent to enter into the Loan Agreement and issue the Bonds in the future, and authorize the use of the Preliminary Official Statement by Speer Financial, the City's financial advisor, for the purpose of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, pursuant to Section 384.24A of the Code of Iowa.

PUBLIC HEARING

23. Resolution 2015-182 Approving Plans and Specifications, form of contract and cost for the South East South Street Extension project 66013008,

DISCUSSION: Next agenda in process

1. Police department purchase of used vehicle for detectives.
2. 7^{th} Avenue Improvement Project 76015013– Change Order #1$1,809.80 and Engineer's Certificate of Completion, final cost $59,909.80
3. Declare Surplus – 1995 Chevy S10, approximately 71,000 mileage, used in parks department.
4. Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail.

PUBLIC COMMENTS:

ADJOURNMENT:

	COUNCIL DATE: October 12, 2015	
VISA	$0.00	
ACH'S	$473,124.48	
CHECKS	$361,377.00	
PAYROLL #19	$543,846.28	
VOIDS	$0.00	
	$1,378,347.76	TOTAL FOR COUNCIL

510531.5410.000	A-1 PEST CONTROL	SEWER BARN	24.00
520590.5410.000	A-1 PEST CONTROL	SEWER BARN	36.00
278690.5240.510	ABC RENTALS	RENT ASSIST	354.00
278690.5240.510	ABC RENTALS	RENT ASSIST	259.00
278690.5240.510	ABC RENTALS	RENT ASSIST	60.00
101850.5340.100	ACOM SOLUTIONS INC	SOFTWARE UPGRADE	599.00
101850.5340.100	ACOM SOLUTIONS INC	SOFTWARE UPGRADE	995.00
101110.5600.000	ADLAND ENGRAVING CO INC	RETIREMENT PLAQUE	49.00
101140.5600.000	ADLAND ENGRAVING CO INC	ACCTBILITY TAGS	23.70
101860.5231.820	AHLERS & COONEY,PC	SERVICES-09	138.00
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	12.10
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	64.55
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	49.85
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.14
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	36.39
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	33.45
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	24.04
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	12.02
101440.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	278.43
101440.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	23.86
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	31.97
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	30.46
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	38.96
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	28.86
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	17.12
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	57.84
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	41.96
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	38.96
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	34.94
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	27.03
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	28.25
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	37.06
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	115.93
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	63.01
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	15,438.81

206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	74.11
233410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	698.16
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	42.13
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	10.46
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	345.38
520590.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	139.89
247410.5600.080	AMERICAN ALUMINUM SEATING INC	PARK BENCH	134.00
206750.5340.240	AMERICAN CONCRETE PRODUCTS, INC	2630 S 8TH ST	229.22
510531.5600.000	AMERICAN CONCRETE PRODUCTS, INC	2630 S 8TH ST	163.73
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSISTANCE	105.00
278690.5240.510	ANDY CHOATE	RENT ASSISTANCE	393.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	4,000.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	484.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	466.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	455.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	433.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	265.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	251.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	205.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSISTANCE	100.00
101110.5570.000	ARNOLD MOTOR SUPPLY	CALIPER,CORE RETURN	(107.80)
101110.5570.000	ARNOLD MOTOR SUPPLY	POLICE CAR PARTS	43.51
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	49.39
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS, ETC	170.15
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE ROTOR	76.50
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS	40.79
101140.5570.000	ARNOLD MOTOR SUPPLY	ALTERNATOR	(58.80)
101140.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	20.62
101140.5570.000	ARNOLD MOTOR SUPPLY	10W30 QTS OIL	19.52
101140.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	12.71
101140.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	46.13
101140.5570.000	ARNOLD MOTOR SUPPLY	LOOM/CLAMP	24.64
101410.5570.000	ARNOLD MOTOR SUPPLY	#801 OIL FILTER	3.68
101581.5570.000	ARNOLD MOTOR SUPPLY	POLICE CAR PARTS	11.88
101770.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	5.48
206710.5570.000	ARNOLD MOTOR SUPPLY	CLAMP KIT	(5.77)
206710.5570.000	ARNOLD MOTOR SUPPLY	HVS DIST RO	49.09
206710.5570.000	ARNOLD MOTOR SUPPLY	UTILITY	97.99
206710.5570.000	ARNOLD MOTOR SUPPLY	TIE ROD KIT	54.70
206710.5570.000	ARNOLD MOTOR SUPPLY	CLAMP KIT/LAMPS	224.98
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	19.41
206710.5600.000	ARNOLD MOTOR SUPPLY	BATTERIES	3.46
206710.5600.000	ARNOLD MOTOR SUPPLY	BATTERIES	7.82
206710.5600.000	ARNOLD MOTOR SUPPLY	SHOP TOWELS	76.15
550780.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	124.22
550780.5570.000	ARNOLD MOTOR SUPPLY	TORQUE WREN	289.09
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,INC	FIDELITY LIFE INSURANCE	318.73
999.1131.000	AXA EQUITABLE	INSURANCE	450.00

278690.5240.510	BARBARA BROWN	RENT ASSISTANCE	43.00
278690.5240.510	BARTT WEICHERS	RENT ASSISTANCE	73.00
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	MONTHLY FEE	3,625.00
150891.5600.100	BDH INFORMATION TECHNOLOGY INC	FIRE COMPUTER	1,300.00
150891.5600.100	BDH INFORMATION TECHNOLOGY INC	ROUTER CASE	309.59
247410.5718.000	BDH INFORMATION TECHNOLOGY INC	FIREWAL/WIR	1,438.00
101770.5570.000	BENS TIRE & AUTO	TUBE REPAIR	20.00
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	MED CLAIMS	4.12
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	MED CLAIMS	266.48
801110.5114.000	BETTY GOODING	PENSION PAYMENT	728.85
278690.5240.510	BILLY ARMSTRONG	RENT ASSISTANCE	178.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	419.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSISTANCE	201.00
101410.5340.010	BOB'S LAWN CARE SERVICE	CONTRACT MOWING	1,645.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	397.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	259.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSISTANCE	227.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	419.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	399.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	364.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	292.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	259.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	110.00
278690.5240.510	BRANT LUENSE	RENT ASSISTANCE	90.00
520520.5600.000	BRENNTAG GREAT LAKES LLC INC	80 BGS HYDRATED LIME	1,368.80
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	23.00
278690.5240.510	BRYNGELSON CORP	RENT ASSISTANCE	279.00
101110.5132.000	CARPENTER UNIFORM COMPANY	NAMETAG-MAY	33.02
101110.5132.000	CARPENTER UNIFORM COMPANY	PANTS-ALLEN	59.31
101140.5132.000	CARPENTER UNIFORM COMPANY	SHIRTS/EMBR	357.03
150110.5718.000	CARPENTER UNIFORM COMPANY	4 BALLISTIC VESTS	1,699.93
219110.5718.000	CARPENTER UNIFORM COMPANY	4 BALLISTIC VESTS	1,012.50
250660.5331.500	CENTRAL BUSINESS DISTRICT	QTRLY ALLOCATION	6,000.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	124.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	97.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	96.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	63.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	34.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSISTANCE	30.00
101880.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILETRY SUPPLIES	112.30
101881.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOILETRY SUPPLIES	112.30
206710.5570.000	CENTRAL IOWA FARM STORE INC	OP SUPPLIES	36.00
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATRT	144.56
101110.5600.000	CENTRAL OFFICE SUPPLY	NOTEBOOKS	37.30
101561.5600.000	CENTRAL OFFICE SUPPLY	FLASH DRIVE	22.40
206760.5600.000	CENTRAL OFFICE SUPPLY	OFFICE SUPP	59.00
550780.5370.000	CENTRAL OFFICE SUPPLY	MONTHLY PLANNERS	32.90

999.1160.000	CENTRAL OFFICE SUPPLY	NOTEBOOKS	(33.60)
101110.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	56.08
101140.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	11.99
101310.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	11.41
101420.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	8.06
101480.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	55.27
101480.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	0.83
101581.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	0.02
101790.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	0.70
101820.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	4.23
101831.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	5.98
101840.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	1.76
101850.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	8.75
101890.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	2.80
206710.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	2.36
206760.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	5.85
278690.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	8.99
283210.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	2.69
290113.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	43.80
290113.5450.000	CENTURYLINK	10/1-10/31 POLICE DEPT	418.00
290113.5450.000	CENTURYLINK	10/1-10/31 POLICE DEPT	20.37
290113.5450.000	CENTURYLINK	10/1-10/31 POLICE DEPT	76.00
290113.5450.000	CENTURYLINK	10/1-10/31 POLICE DEPT	606.72
510531.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	0.43
520520.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	3.71
520590.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	0.29
550780.5450.000	CENTURYLINK	8/20-9/19 PHONE LINES	3.87
684990.5337.000	CERIDIAN	10/1-12/31/15	1,163.31
278690.5240.510	CHAD & TINA EUBANKS	RENT ASSISTANCE	268.00
278690.5240.510	CHAD & TINA EUBANKS	RENT ASSISTANCE	246.00
278690.5240.510	CHERYL BOWN	RENT ASSISTANCE	135.00
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	28.06
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPARTMENT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPARTMENT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPARTMENT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPARTMENT	75.04
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPARTMENT	75.04
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPARTMENT	10.90
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPARTMENT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPARTMENT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPARTMENT	10.63
460770.5230.030	CLAPSADDLE GARBER ASSOC INC	AIRPORT HANGER	540.00
101110.5340.010	CLEANING BY STEPHANIE	SEPT CLEANING	1,000.00
283210.5320.000	CLEANING BY STEPHANIE	LEAD HOUSE	275.99
206710.5600.000	COLEMAN MOORE COMPANY	REPAIR COMPOST GATE	860.67

999.1129.000	COLONIAL LIFE	SHORT TERM LIFE	201.89
101660.5410.000	COMPASSION PROPERTIES LLC	TIF DOWNTOWN	20,000.00
510531.5600.000	CONCRETE INC	6TH&BOONE	169.83
510531.5600.000	CONCRETE INC	12TH&FREMONT	226.44
510531.5600.000	CONCRETE INC	511 DENNIS	283.05
510531.5600.000	CONCRETE INC	DENNIS DR&GREEN BRIER	315.18
278690.5240.510	CONNIE WARREN	RENT ASSIST	227.00
101140.5718.000	CONRAD FIRE EQUIPMENT INC	SBCA BRACKET	2,537.25
473710.5340.240	CONSTRUCT INC	S 7TH AVE REPAIRS	58,100.00
101480.5410.000	COWAN ROOFING	ROOF REPAIR	700.00
520520.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	8,077.39
520520.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	630.18
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	263.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	259.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	257.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	253.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	244.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	236.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	235.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	233.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	230.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	200.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	200.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	198.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	195.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	183.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	170.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	157.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	117.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	102.00
278690.5240.510	CRESTVIEW APT LLC	RENT ASSISTANCE	68.00
206710.5570.000	CROP PRODUCTION SERVICES	55 GAL DRUM OIL	640.00
520520.5600.000	CROP PRODUCTION SERVICES	OIL&DRUM CHARGES	2,972.00
550780.5280.000	CUMMINS CENTRAL POWER, LLC	REPAIR BUS	6,293.44
550780.5570.000	CUMMINS CENTRAL POWER, LLC	OIL PRESSURE	51.58
101141.5460.000	CURTIS CECAK	CONFERENCE GAS	15.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	454.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	408.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	257.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	134.00
278690.5240.510	D & D RENTALS INC	RENT ASSISTANCE	97.00
278690.5240.510	D&J RENTALS COOPERATIVE	RENT ASSISTANCE	544.00
278690.5240.510	DALEEN MICHEL	RENT ASSISTANCE	347.00

278690.5240.510	DAVID M PYLE	RENT ASSISTANCE	115.00
101581.5261.760	DAVID PILLE	303 S 2ND ST MOWING	60.00
101581.5261.760	DAVID PILLE	412 N 8TH AVE MOWING	75.00
101581.5261.760	DAVID PILLE	1206 W CHURCH ST MOWED	50.00
101581.5261.760	DAVID PILLE	512 E MAIN MOWING	120.00
242310.5732.250	DearReader.com	SELECT READS	2,600.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	235.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	146.00
278690.5240.510	DEBRA J OETKER	RENT ASSISTANCE	74.00
101581.5261.760	DEVIG SERVICES	1109 S 4TH MOWING	55.00
101581.5261.760	DEVIG SERVICES	706 MAY ST MOWING	55.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWING	55.00
101581.5261.760	DEVIG SERVICES	NUISANCE MOWING	455.00
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	TIPS	56.50
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	237.15
206710.5610.940	DIAMOND VOGEL PAINTS	KIT/INTAKE	124.85
206710.5610.940	DIAMOND VOGEL PAINTS	DRAIN VALVE	216.15
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	HD PLASTIC	57.82
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	KIT	37.60
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	158.10
206710.5610.940	DIAMOND VOGEL PAINTS	CONTROL BOX	1,815.71
206710.5610.940	DIAMOND VOGEL PAINTS	TIP	24.95
278690.5240.510	DOUGLAS HAGELE	RENT ASSISTANCE	117.00
101410.5600.060	EARL MAY SEED & NURSERY	OPTIMIST PARK PLANTS	862.74
247410.5600.060	EARL MAY SEED & NURSERY	OPTIMIST PARK PLANTS	500.00
206710.5340.010	ELECTRONIC ENGINEERING CO INC	10/1-10/31 EDACS	1,038.70
510531.5340.010	ELECTRONIC ENGINEERING CO INC	10/1-10/31 EDACS	63.92
520590.5340.010	ELECTRONIC ENGINEERING CO INC	10/1-10/31 EDACS	95.88
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	256.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	252.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	250.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	209.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	206.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	153.00
278690.5240.510	ELWAYNE INC	RENT ASSISTANCE	37.00
101420.5340.640	EMILY HAZEN	9/21-10/4 ZUMBA CLASSES	90.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	305 N 15TH LEAD TEST	65.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	305 N 15TH LEAD TEST	10.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	205 PARK ST GARWING	14.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	510 W MAIN TESTS	94.25
520520.5600.030	ENVIRONMENTAL RESOURCE ASSOC	QTRLY LAB TESTS	417.54
278690.5240.510	ERIC STAFF	RENT ASSISTANCE	205.00
278690.5240.510	F & C RENTALS LLC	RENT ASSISTANCE	355.00
101110.5460.000	F B I N A A - IOWA CHAPTER	FALL BUSINE	30.00

278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	225.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	219.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	214.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSISTANCE	200.00
101410.5562.000	FASTENAL COMPANY	#836 PARTS	5.05
283210.5360.000	FEDEX	CLEARANCES MAILED	221.00
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,396.63
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSISTANCE	132.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSISTANCE	103.00
233410.5340.010	G&K SERVICES	TOWEL SERVICES	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICES	6.00
233410.5340.010	G&K SERVICES	TOWEL SERVICES	6.00
101110.5132.000	GALLS LLC	BOOTS-LAGESCHULTE	100.50
101110.5132.000	GALLS LLC	TRAFFIC VEST	9.00
101110.5132.000	GALLS LLC	PANTS-LEWIS	20.00
101140.5132.000	GALLS LLC	3PR RESCUE GLOVES	91.02
101140.5132.000	GALLS LLC	22PR RESCUE GLOVES	785.18
101140.5132.000	GALLS LLC	1PR RESCUE GLOVES	35.69
101140.5132.000	GALLS LLC	4PR EMS PANTS	142.80
101140.5132.000	GALLS LLC	BOOTS	98.94
101140.5132.000	GALLS LLC	EMS PANTS	35.70
101790.5600.000	GALLS LLC	TRAFFIC VES	9.00
101790.5600.000	GALLS LLC	PANTS-LEWIS	20.00
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSISTANCE	127.00
278690.5240.510	GARY W FERNEAU	RENT ASSISTANCE	355.00
278690.5240.510	GLADBROOK HOUSING	RENT ASSISTANCE	183.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	575.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	497.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	488.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	351.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	296.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	226.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSISTANCE	68.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	314.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	281.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	269.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	253.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	253.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	250.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	245.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	230.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	221.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	217.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	203.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	194.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	157.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	135.00
278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	127.00

278690.5240.510	GRANT PARK LLC	RENT ASSISTANCE	96.00
278690.5240.510	GREGORY J SPECHT	RENT ASSISTANCE	393.00
520520.5340.240	HAY CONSTRUCTION SVCS INC	WPCP CONCRETE REPAIRS	60,458.95
206710.5450.000	HEART OF IOWA COMM	10/1-10/31 POLICE DEPT	235.09
290113.5450.000	HEART OF IOWA COMM	10/1-10/31 POLICE DEPT	88.00
290113.5450.000	HEART OF IOWA COMM	10/1-10/31 POLICE DEPT	450.00
510531.5450.000	HEART OF IOWA COMM	10/1-10/31 POLICE DEPT	47.02
520590.5450.000	HEART OF IOWA COMM	10/1-10/31 POLICE DEPT	70.53
550780.5450.000	HEART OF IOWA COMM	10/1-10/31 POLICE DEPT	117.54
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	243.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	239.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	197.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	187.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	116.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	114.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	98.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSISTANCE	65.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	419.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	347.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	259.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	257.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	255.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	253.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	221.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	211.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	210.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	207.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	185.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	178.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	158.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSISTANCE	82.00
291180.5230.030	HOWARD R GREEN COMPANY, INC	LEVEE GATEWAY	30,350.63
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	430.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	194.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	192.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	181.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	170.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	134.00
278690.5240.510	HUBBARD MAPLE STREET APT	RENT ASSISTANCE	38.00
528590.5340.010	HYDRO KLEAN	2014 SANITARY SEWER	43,667.26
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	7,413.00
999.1111.000	IMWCA	WORKERS COMP	9,579.00

101110.5600.000	INTOXIMETERS INC	2DRYGAS METERS	230.00
291530.5251.000	IOWA DEPT OF NATURAL RESOURCES	CONSTRUCTION PERMIT	100.00
206712.5600.000	IOWA DEPT OF TRANSPORTATION	30 TRUCK BLADES	2,916.02
520520.5251.000	IOWA DIV OF LABOR SERVICES	ANNUAL BOILER INSPECT	120.00
101110.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	220.76
206710.5610.910	IOWA PRISON INDUSTRIES	14 SIGNS	265.54
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	TRAPPING/RELEASING	387.50
999.1116.000	IUPAT PPME LOCAL 2003	UNION DUES	924.59
278690.5240.510	J&N HOME RENTALS LLC	RENT ASSISTANCE	385.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	419.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	369.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	226.00
278690.5240.510	JAMMIE HOWARD	RENT ASSISTANCE	111.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	253.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	238.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	235.00
278690.5240.510	JANET HALA	RENT ASSISTANCE	173.00
520520.5980.000	JASON TIETJE	FILLED SWIM	23.98
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	450.00
278690.5240.510	JAY HANSEN	RENT ASSISTANCE	290.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSISTANCE	253.00
278690.5240.510	JBI COOPERATIVE ASSOCIATION	RENT ASSISTANCE	113.00
278690.5240.510	JEAN CLAWSON	RENT ASSISTANCE	256.00
278690.5240.570	JENNIFER KARNS	REIMBURSEME	49.00
520520.5980.000	JIM HUNT	FILLED SWIM	39.22
283210.5472.000	JOEL S CHANDLER	MILEAGE	69.81
278690.5240.510	JOHN E NOVAK	RENT ASSISTANCE	311.00
101420.5340.640	KAREN GALE	9/21-10/04	187.50
101890.5980.000	KATHERINE SNIDER	ALCOHOL LIC	422.50
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSISTANCE	538.00
278690.5240.510	LARRY R BAHR	RENT ASSISTANCE	860.00
278690.5240.510	LARRY VEST	RENT ASSISTANCE	236.00
101110.5340.800	LARRY'S TOWING & TIRE SERVICE	TOW#517 TO	60.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	411.00
278690.5240.510	LAVERNA WARDEN	RENT ASSISTANCE	223.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	484.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	432.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSISTANCE	253.00
101410.5340.010	LEDFORD TREE & LAWN SERVICE CO	TREE REMOVA	300.00
278690.5240.510	LESLIE SCOTT	RENT ASSISTANCE	410.00
278690.5240.510	LINDA WIEBENSOHN	RENT ASSISTANCE	106.00
101110.5570.010	LOGAN, WOLF	ILEA TRAINI	82.68
278690.5240.510	LOIS HANSON	RENT ASSISTANCE	229.00
101110.5600.000	L-TRON CORP	POWER ADAPT	21.60
278690.5240.510	LYLE MATNEY	RENT ASSISTANCE	301.00
101561.5360.000	MAIL SERVICES	RENTAL INSP	17.15
101561.5360.000	MAIL SERVICES	RENTAL INSP	13.57
101840.5360.000	MAIL SERVICES	CITY ADMIN&	187.54

101840.5360.000	MAIL SERVICES	CITY ADMIN&	70.16
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	19.06
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	62.49
283210.5360.000	MAIL SERVICES	LEAD ABATEM	11.06
283210.5360.000	MAIL SERVICES	LEAD ABATEM	10.24
278690.5240.510	MARCIA SCHULER-VAN LANGEN	RENT ASSISTANCE	221.00
278690.5240.510	MARION MANOR II	RENT ASSISTANCE	326.00
278690.5240.510	MARSHA KRAMER	RENT ASSISTANCE	127.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THRU-G	200.00
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	PASS THROUG	5,000.00
101410.5460.000	MARSHALL COUNTY EXTENSION	CONTINUING	175.00
101410.5340.010	MARSHALL COUNTY LANDFILL	RESIDENTIAL	48.40
206710.5600.000	MARSHALL COUNTY LANDFILL	APPLIANCES	10.00
206710.5600.000	MARSHALL COUNTY LANDFILL	CONSTRUCTIO	28.05
206710.5600.000	MARSHALL COUNTY LANDFILL	PROPANE TAN	36.00
206710.5600.000	MARSHALL COUNTY LANDFILL	CONSTRUCTIO	38.50
101770.5440.000	MARSHALL COUNTY TREASURER	PIN#8318-11	73.00
290113.5340.150	MARSHALL COUNTY TREASURER	INTERNET&SY	830.28
101170.5331.500	MARSHALL CTY EMERGENCY MGMT AGENCY	MONTHLY PAY	2,325.42
101770.5340.070	MARSHALLTOWN AVIATION INC	MANAGERS FE	642.00
101410.5340.010	MARSHALLTOWN KIWANIS PM	CONTRACT PA	825.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	264.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	259.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	253.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	205.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	197.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	161.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	123.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	101.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	82.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	51.00
278690.5240.510	MARSHALLTOWN SENIOR RESIDENCES LLC	RENT ASSISTANCE	38.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	484.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	266.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSISTANCE	193.00
101540.5220.000	MARSHALLTOWN WATER WORKS	5391 LANDFI	269.55
206120.5230.000	MARSHALLTOWN WATER WORKS	258 LOCATES	63.17
281690.5480.030	MARSHALLTOWN WATER WORKS	7/8-9/9 710	69.62
510531.5220.000	MARSHALLTOWN WATER WORKS	AUGUST SEWE	260.60
510531.5230.000	MARSHALLTOWN WATER WORKS	258 LOCATES	25.27
520520.5220.000	MARSHALLTOWN WATER WORKS	AUGUST SANI	7,745.43
520590.5230.000	MARSHALLTOWN WATER WORKS	258 LOCATES	37.91
278690.5240.510	MARY JASPERS	RENT ASSISTANCE	122.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSISTANCE	253.00
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	2 TIRES/SERVICES	217.20
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#504 TIRE&S	149.45
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50

206710.5570.000	MCATEE TIRE SALES & SERVICE INC	2 TIRES/SER	301.30
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	2 BUS TIRE	895.78
510531.5450.000	MEDIACOM	SEPT INTERE	10.72
520520.5450.000	MEDIACOM	SEPT INTERE	87.45
520590.5450.000	MEDIACOM	SEPT INTERE	10.72
681110.5338.000	MEDTRAK SERVICES LLP	PRESCRIPTIO	33.02
681110.5338.000	MEDTRAK SERVICES LLP	9/16-9/30 P	255.96
681140.5338.000	MEDTRAK SERVICES LLP	PRESCRIPTIO	775.27
681140.5338.000	MEDTRAK SERVICES LLP	9/16-9/30 P	665.81
206710.5600.000	MENARDS	OP SUPPLIES	7.48
278690.5240.510	MERLIN REID	RENT ASSISTANCE	128.00
278690.5240.510	MERLIN REID	RENT ASSISTANCE	94.00
278690.5240.510	MICHAEL P MURPHY	RENT ASSISTANCE	163.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	266.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSISTANCE	167.00
101410.5600.080	MIDLAND CONCRETE	WOODLAND ST	271.60
520520.5600.030	MIDLAND SCIENTIFIC INC	FLASKS/HYDR	276.30
520520.5600.030	MIDLAND SCIENTIFIC INC	QUICK ACTIO	95.40
101770.5410.000	MIDWEST LIQUID SYSTEMS INC	AIRPORT TAN	2,075.00
278690.5240.510	MIKE TAYLOR	RENT ASSISTANCE	150.00
290113.5450.000	MINERVA VALLEY TELEPHONE	10/1-10/31	50.00
550780.5360.000	MINUTEMAN INC	FED EX SHIP	10.15
550780.5360.000	MINUTEMAN INC	STUDENT PAS	50.35
101110.5570.000	NAPA	WIRE	42.20
101410.5570.000	NAPA	#724 WIPER	33.08
206710.5570.000	NAPA	FILTERS	41.24
206710.5570.000	NAPA	V-RIBBED BELT	46.63
206710.5570.000	NAPA	DRIVEBELT	117.19
206710.5570.000	NAPA	ROCKER SWITCH	14.10
206710.5570.000	NAPA	OIL FILTER	23.25
206710.5600.000	NAPA	FUNNEL/WRENCH	17.31
206710.5600.000	NAPA	PLUG	0.23
206710.5600.000	NAPA	PLUGS	3.45
206710.5600.000	NAPA	WRENCH	16.61
550780.5570.000	NAPA	POWER BELT	98.03
550780.5570.000	NAPA	FITTINGS	42.65
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	273.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	247.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	246.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	238.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	224.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	208.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	203.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	177.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	172.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	158.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	156.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	152.00

278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	109.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	104.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	104.00
278690.5240.510	MTOWN WESTOWN	RENT ASSISTANCE	100.00
528590.5340.010	MUNICIPAL PIPE TOOL CO LLC	2012 NE SANITARY SEWER	71,148.46
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	200.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	167.00
278690.5240.510	NANCY JO SMITH	RENT ASSISTANCE	145.00
278690.5240.570	NIKKI WAGNER	REIMBURSEMENT	13.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	177.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	176.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSISTANCE	145.00
101110.5460.000	NORTHWESTERN UNIV	SCHOOL OF POLICE	291.12
101110.5460.000	NORTHWESTERN UNIV	SCHOOL OF POLICE	291.12
246110.5460.000	NORTHWESTERN UNIV	SCHOOL OF POLICE	3,108.88
246110.5460.000	NORTHWESTERN UNIV	SCHOOL OF POLICE	3,108.88
101110.5370.000	ON-SITE INFORMATION DESTRUCTION SRV	POLICE/HOUSING	40.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SRV	POLICE/HOUSING	40.00
101110.5570.000	O'REILLY AUTOMOTIVE INC	TIRE SHINE	9.49
206710.5570.000	O'REILLY AUTOMOTIVE INC	DUAL USB	12.99
278690.5240.510	PARK ELMS LLC	RENT ASSISTANCE	522.00
278690.5240.510	PARK ELMS LLC	RENT ASSISTANCE	234.00
278690.5240.510	PARK ELMS LLC	RENT ASSISTANCE	111.00
278690.5240.510	PETER MURPHY	RENT ASSISTANCE	160.00
283210.5410.000	PETTENGILL CONSTRUCTION	205 PARK ST GARWIN	20,040.00
283210.5410.000	PETTENGILL CONSTRUCTION	205 PARK ST GARWIN	2,250.00
101110.5410.000	PETTY CASH - CITY CLERK	PETTY CASH-	31.50
101420.5600.000	PETTY CASH - CITY CLERK	PETTY CASH-	2.09
101820.5600.000	PETTY CASH - CITY CLERK	PETTY CASH-	10.00
101840.5990.000	PETTY CASH - CITY CLERK	PETTY CASH-	18.30
278690.5360.000	PETTY CASH - CITY CLERK	PETTY CASH-	0.81
471110.5600.000	PETTY CASH - CITY CLERK	PETTY CASH-	8.47
471140.5600.000	PETTY CASH - CITY CLERK	PETTY CASH-	8.48
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSISTANCE	263.00
283210.5410.000	PRECISION BUILDERS	510 W MAIN ST MARSHALLTOWN	27,010.00
283210.5410.000	PRECISION BUILDERS	510 W MAIN ST MARSHALLTOWN	18,475.00
206750.5340.240	QUALITY CONCRETE SERVICES	1502 S 2nd ST	945.00
520520.5600.000	R S STOVER	OP SUPPLIES	136.12
520520.5600.000	R S STOVER	OP SUPPLIES	47.12
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	462.00
278690.5240.510	R&A RENTAL PROPERTIES LLC	RENT ASSISTANCE	343.00
491750.5340.200	RACCOON VALLEY	ALLIANT-SEWER	11,573.05
101110.5132.000	RACOM CORPORATION	SPEAKER MIC	135.00
101110.5132.000	RACOM CORPORATION	KNOB KIT	15.00
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	66.35
283210.5472.000	RANDY VAUGHN	MILEAGE	104.91
101831.5057.100	RANDY WETMORE	MONTHLY PHONE BILL	62.50
550780.5331.500	REGION SIX PLANNING COMMISSION	96HRS PARATRANSIT	3,208.00

550780.5331.500	REGION SIX PLANNING COMMISSION	105HRS PARATRANSIT	3,504.00
550780.5331.500	REGION SIX PLANNING COMMISSION	83HRS PARATRANSIT	2,766.00
550780.5331.500	REGION SIX PLANNING COMMISSION	97HRS PARATRANSIT	3,203.00
550780.5331.500	REGION SIX PLANNING COMMISSION	79HRS PARATRANSIT	2,612.00
101140.5570.000	RELIANT FIRE APPARATUS	BRAKE VALVE	186.62
101140.5570.000	RELIANT FIRE APPARATUS	LIGHT BULB	53.95
278690.5240.510	REM HOMES LLC	RENT ASSISTANCE	458.00
278690.5240.510	REM HOMES LLC	RENT ASSISTANCE	85.00
278690.5240.510	RENATO GONZALEZ	RENT ASSISTANCE	199.00
278690.5240.510	REP CORP	RENT ASSISTANCE	53.00
473710.5340.240	REX DAY	2015 CONCRETE REPAIRS	35,198.64
278690.5240.510	RICK SESKER	RENT ASSISTANCE	201.00
278690.5240.510	RICK STICHTER	RENT ASSISTANCE	310.00
278690.5240.510	RICK STICHTER	RENT ASSISTANCE	547.00
550780.5340.010	RIDE SYSTEMS	MONTHLY SUBSCRIPTION	850.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	575.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	257.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	406.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	205.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	191.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	237.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSISTANCE	108.00
278690.5240.510	ROBERT EAKIN	RENT ASSISTANCE	154.00
278690.5240.510	ROBERT FISCHELS	RENT ASSISTANCE	203.00
278690.5240.510	ROBERT FISCHELS	RENT ASSISTANCE	170.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSISTANCE	84.00
278690.5240.510	ROBIN WEIDNER	RENT ASSISTANCE	223.00
278690.5240.510	RODNEY W LAWSON	RENT ASSISTANCE	237.00
278690.5240.510	RODNEY W LAWSON	RENT ASSISTANCE	103.00
278690.5240.510	ROGER HATCH	RENT ASSISTANCE	274.00
278690.5240.510	RONALD J IOLE	RENT ASSISTANCE	122.00
278690.5240.510	ROSA ANAYA	RENT ASSISTANCE	187.00
278690.5240.510	S & E INVESTMENT LLC	RENT ASSISTANCE	163.00
278690.5240.510	S & E INVESTMENT LLC	RENT ASSISTANCE	22.00
101110.5132.000	SADIE WEEKLEY	SHOW ALLOWANCE	59.99
283210.5430.000	SAM KEIGLEY	LEAD PROGRAM MEALS	29.58
278690.5240.570	SARAH LUAL	UTILITY REIMBURSEMENT	63.00
278690.5240.510	SCENIC RENTALS	RENT ASSISTANCE	168.00
520520.5380.000	SCHARNWEBER WATER CONDITIONING INC	WPCP WATER SOFTENER	27.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101410.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	876.00
206710.5340.500	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	526.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00

281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
510532.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	72.00
101110.5280.000	SECRETARY OF STATE	NOTARY -OHRT	30.00
278690.5240.570	SERENA BLACKSTOCK	REIMBURSEMENT	43.00
278690.5240.510	SERINA STABENOW	RENT ASSISTANCE	143.00
101421.5410.000	SERVICEMASTER OF M'TOWN INC	CLEAN CARPET-P&R	531.36
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	288.00
278690.5240.510	SHANE ECKLOR	RENT ASSISTANCE	260.00
684990.5230.000	SHEAKLEY	ACA DASHBOARD	636.16
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	219.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	181.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSISTANCE	179.00
283210.5290.000	SHOMO-MADSEN INSURANCE	8/15-8/16 P	5,050.00
101140.5600.000	SIGN CREATIONS	MAGNETS/HELMET STICKERS	21.50
206710.5410.000	SKOLD DOOR & FLOOR COMPANY	HANGER DOOR	330.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
510532.5340.010	SMITH LAWN CARE	CONTRACT MOWING	150.00
233410.5340.010	SPOTLESS CLEANING	SOFTBALL CMPLX RESTROOMS	180.00
520520.5230.030	STANLEY CONSULTANTS INC.	SANITARY SEWER	2,090.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	484.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	466.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	214.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	200.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	183.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSISTANCE	138.00
278690.5240.510	STEPHEN IRVINE	RENT ASSISTANCE	62.00
206710.5600.000	STETSON BLDG PRODUCTS INC	50 EPORY DO	100.62
278690.5240.510	STEVEN AMES	RENT ASSISTANCE	211.00
101140.5340.010	STONE SANITATION	9/1-9/30 CITY	95.17
101410.5340.010	STONE SANITATION	9/1-9/30 PARK BARRELS	814.28
101480.5340.010	STONE SANITATION	9/1-9/30 CITY	95.17
101580.5340.010	STONE SANITATION	9/1-9/30 Central Business Dist	200.00
101880.5340.010	STONE SANITATION	9/1-9/30 CITY	145.32
206710.5340.010	STONE SANITATION	9/1-9/30 CITY	95.17
520520.5340.010	STONE SANITATION	9/1-9/30 CITY	95.17

530540.5340.010	STONE SANITATION	COMPOST	350.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	101.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSISTANCE	47.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	530.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	408.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	384.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	181.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	106.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	51.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSISTANCE	19.00
684990.5230.000	TASC	ADMIN FEES	1,393.65
999.1108.000	TEAMSTERS LOCAL 238	WPCP/POLICE	1,592.28
999.1110.000	TEAMSTERS LOCAL 238	WPCP/POLICE	171.00
278690.5240.510	TERRY ENGLAND	RENT ASSISTANCE	348.00
278690.5240.510	TERRY GLAZE	RENT ASSISTANCE	193.00
278690.5240.510	TERRY SHAFFAR	RENT ASSISTANCE	174.00
684990.5337.000	THE HARTFORD-PRIORITY ACCTS	EMPLY LTD/L	6,083.62
230110.5460.000	THOMAS M WATSON	CONFERENCE	113.33
230110.5570.000	THOMAS M WATSON	CONFERENCE	99.80
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSIST	60.00
101660.5210.000	TIMES-REPUBLICAN	AUGUST PULI	19.36
101840.5210.000	TIMES-REPUBLICAN	AUGUST PULI	433.84
101870.5210.000	TIMES-REPUBLICAN	AUGUST PULI	53.55
278690.5240.510	TOM G PATTERSON	RENT ASSISTANCE	223.00
278690.5240.510	TOM HARRIS	RENT ASSISTANCE	324.00
278690.5240.510	TOM HARRIS	RENT ASSISTANCE	26.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	355.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	282.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	210.00
278690.5240.510	TONY REED	RENT ASSISTANCE	484.00
278690.5240.510	TONY REED	RENT ASSISTANCE	408.00
278690.5240.510	TONY REED	RENT ASSISTANCE	384.00
278690.5240.510	TONY REED	RENT ASSISTANCE	332.00
278690.5240.510	TONY REED	RENT ASSISTANCE	249.00
278690.5240.510	TONY REED	RENT ASSISTANCE	247.00
278690.5240.510	TONY REED	RENT ASSISTANCE	242.00
278690.5240.510	TONY REED	RENT ASSISTANCE	238.00
278690.5240.510	TONY REED	RENT ASSISTANCE	234.00
278690.5240.510	TONY REED	RENT ASSISTANCE	231.00
278690.5240.510	TONY REED	RENT ASSISTANCE	200.00
278690.5240.510	TONY REED	RENT ASSISTANCE	191.00
278690.5240.510	TONY REED	RENT ASSISTANCE	127.00
278690.5240.510	TONY REED	RENT ASSISTANCE	101.00
278690.5240.510	TONY REED	RENT ASSISTANCE	182.00
278690.5240.510	TONY REED	RENT ASSISTANCE	199.00
278690.5240.510	TREVRON, LLC	RENT ASSISTANCE	259.00
278690.5240.510	TRI-SQUARE RENTALS, LLC	RENT ASSISTANCE	79.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	428.00

278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	259.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSISTANCE	145.00
520520.5450.000	U S CELLULAR	8/22-9/21 WPCP PHONES	255.92
101140.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	MFPRSI MED	807.71
101410.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG&ALCOHOL TESTING	37.00
520520.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG&ALCOHOL TESTING	37.00
101110.5430.000	VANESSA C MARCANO-KELLY	TRANSLATE 2 FORMS	93.00
101140.5450.000	VERIZON WIRELESS	8/14-9/13 FIRE DEPT	67.18
101560.5450.000	VERIZON WIRELESS	8/14-9/13 HOUSING	64.17
101561.5450.000	VERIZON WIRELESS	8/14-9/13 HOUSING	31.85
206710.5450.000	VERIZON WIRELESS	8/11-9/10 PWORKS	200.07
278690.5450.000	VERIZON WIRELESS	8/14-9/13 HOUSING	148.53
283210.5450.000	VERIZON WIRELESS	8/14-9/13 HOUSING	127.07
510531.5450.000	VERIZON WIRELESS	8/11-9/10 SEWER	32.01
520520.5450.100	VERIZON WIRELESS	8/22-9/21 WPCP PHONES	90.16
520590.5450.000	VERIZON WIRELESS	8/11-9/10 SEWER	48.01
101110.5230.000	VERIZON WIRELESS- LERT B	9/14-9/19 SUBPEONA REQUEST	100.00
278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSIST	192.00
684000.4870.990	WELLMARK INC	PREMIUMS&WK4	(385.78)
684990.5230.000	WELLMARK INC	PREMIUMS&WK4	6,353.24
684990.5337.000	WELLMARK INC	PREMIUMS&WK4	20,569.32
684990.5339.000	WELLMARK INC	PREMIUMS&WK4	9,674.94
684990.5339.000	WELLMARK INC	MED CLAIMS	29,102.57
684990.5339.000	WELLMARK INC	9/18-9/24 MED CLAIMS	100,646.19
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSISTANCE	484.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSISTANCE	155.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSISTANCE	290.00
278690.5240.510	WILLIAM L HOBSON	RENT ASSISTANCE	201.00
290113.5450.000	WINDSTREAM	8/19-9/18 SPECIAL CIRCUIT	76.44
290113.5151.000	WOLFE CLINIC P C	HEARING EXAM	35.00
			834,501.48

COUNCIL PROCEEDINGS
October 12, 2015

The Marshalltown City Council met in regular session on October 12, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Chief Tupper presented information on the Crimestoppers program. Terry Gray presented Certificates of Appreciation along with the Mayor to volunteers who have worked with the Sustainable Urban Forestry Training and Assistance Grant. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin and Greer. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda, removing item #5 the façade grant application for 207 E. Church Street from the consent agenda: Approve Council meeting Minutes of September 28, 2015, and special meeting of October 5, 2015.; Approve Bill List in the amount of $1,378,347.76.; Appoint Megan Bell to Library Board, replacing Sue Fink, term expires in 6 years; Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator, Engineered Equipment Solutions for sanitary sewer utility, skimmer pipe: $26,900.00; Instrument Control Systems for sanitary sewer utility, Ethernet switches: $15,594.00; Shand & Jurs for sanitary sewer utility, condensate sediment trap $11,000.; Approve July 2015 financials; Resolution 2015-167 Declaring certain property surplus and authorizing sale and disposal in accordance with established guidelines, being a parks department 1996 Ford Windstar (mileage 102k, acquisition cost $9,050) and obsolete self contained breathing apparatus.; Resolution 2015-168 Approving renewal of People Rides Contract for Transportation services with Region 6, for paratransit and premium ride demand response.; Resolution 2015-169 Approving Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants.; Resolution 2015-170 Approving Certificate of Completion and final project costs of $231,461.00, Alliant Sewer Extension project 66013014, with Raccoon Valley Contractors.; Resolution 2015-171 Approving the Agreement with the Iowa Department of Transportation, General Aviation Vertical Infrastructure grant assistance application, to pave the remaining six stalls of the t-hangar floor, 85% reimbursement up to $80,325.; Resolution 2015-172 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008; Resolution 2015-173 Approving Iowa Department of Transportation Surface transportation program agreement for PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009.; Resolution 2015-174 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010; Resolution 2015-175 Approving Proposal for IT services with BDH Technology, for a 2 year term, $130,560.; Liquor License applications: NEW: Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street; second by Wirin. Consent agenda adopted 7-0.

MOTION

Wirin moved to approve the Façade Grant Application, 207 E Church Street, Bright Futures, LLC, reimbursable improvement amount not to exceed $2,583.75, located in TIF District #4, second by Greer. Hoop disagreed that there should be funding available for maintenance type of work. Wirin commented that supports the need for an incentive to support the work owners are doing. Motion carried, 6-1, with Hoop dissenting.

RESOLUTIONS:

Schubert moved to adopt Resolution 2015-176 Approving Architectural Services Agreement with Prochaska & Associates, proposed Police & Fire building project 14013020, $75,000, second by Wirin. Justin Nickel presented information on the agreement negotiated by staff to include work up to the bond referendum. Lamer confirmed that this includes site investigation. Nickel corrected the total contract to include $75,000 for design and $7,500 for reimbursables totaling $82,000. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-177 Resolution 2015-177 Accepting Bid and Authorizing the Award of Contract for the 18th Avenue Improvements project 76015011, with Boulder Contracting in the amount of $148,883.55, second by Wirin. Justin Nickel indicated this will cover the Menards turn lanes and the additional cost is covered by the developer. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2015-178 Resolution 2015-178 Approving Contract and Bond for the 18th Avenue Improvements project 76015011, with Boulder Contracting in the amount of $148,883.55, second by Martin. Lamer asked if construction will take place this fall, Nickel confirmed yes, pending weather. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 5:56 PM regarding Resolution 2015-179 Approving Amendment 2015-A to the Plan of Urban Renewal Area 3, relating to Teamwork-1, LLC, and Bobcat Academy. Tom Deimerly was present to discuss the project and the amendment to the plan. A consultation meeting was held with other taxing bodies as required with no comments. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 5:58 PM.

Lamer moved to adopt Resolution 2015-179 Approving Amendment 2015-A to the Plan of Urban Renewal Area 3, relating to Teamwork-1, LLC, and Bobcat Academy, second by Greer. Resolution adopted 7-0.

COUNCIL PROCEEDINGS
October 12, 2015

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 5:59 PM regarding Resolution 2015-180 Approving Development Agreement, with Teamwork-1, LLC, relating to Bobcat Academy, in Urban Renewal Area 3, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues, providing for certain incentives in the form of economic development payments, a rebate of the incremental property tax payments paid by the Developer for a period of six years, in an amount not to exceed $125,000, as authorized by Section 403.9 of the Code of Iowa. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 6:00 PM.

Schubert moved to adopt Resolution 2015-180 Approving Development Agreement, with Teamwork-1, LLC, relating to Bobcat Academy, in Urban Renewal Area 3, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues, providing for certain incentives in the form of economic development payments, a rebate of the incremental property tax payments paid by the Developer for a period of six years, in an amount not to exceed $125,000, as authorized by Section 403.9 of the Code of Iowa, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 6:01 PM regarding Resolution 2015-181 Approving Preliminary Official Statement for $2,00,000 General Obligation Corporate Purpose Bonds, Series 2015, intent to enter into the Loan Agreement and issue the Bonds in the future, and authorize the use of the Preliminary Official Statement by Speer Financial, the City's financial advisor, for the purpose of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, pursuant to Section 384.24A of the Code of Iowa. Brian DeMoss presented information about the intent to issue bonds and that the statement includes current financial and demographic data. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 6:02 PM.

Martin moved to adopt Resolution 2015-181 Approving Preliminary Official Statement for $2,00,000 General Obligation Corporate Purpose Bonds, Series 2015, intent to enter into the Loan Agreement and issue the Bonds in the future, and authorize the use of the Preliminary Official Statement by Speer Financial, the City's financial advisor, for the purpose of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, pursuant to Section 384.24A of the Code of Iowa, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 6:03 PM regarding Resolution 2015-182 Approving Plans and Specifications, form of contract and cost for the South East South Street Extension project 66013008. Justin Nickel presented plans and specifications for the segment between 18th Avenue and 14th Avenue. Site work is underway at the business location and water work will begin this fall with street work in the spring. There were no written or public comments. Mayor Lowrance declared the public hearing closed at 6:04 PM.

Lamer moved to adopt Resolution 2015-182 Approving Plans and Specifications, form of contract and cost for the South East South Street Extension project 66013008, second by Wirin. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Police department purchase of used vehicle for detectives.; 7th Avenue Improvement Project 76015013– Change Order #1 - $1,809.80 and Engineer's Certificate of Completion, final cost $59,909.80; Declare Surplus – 1995 Chevy S10 with approximately 71,000 mileage, used in parks department; Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail.

PUBLIC COMMENT

Debra Tharp, 1704 W. Lincoln Way commented on behalf of the Library levy ballot measure as a Friends of the Library board member. She discussed current usage of the library for various activities and proposed opportunities. She requested favorable support at the upcoming election.

Chief Tupper spoke about the ongoing annual conference being held in town hosted by the Fraternal Order of Police and about Domestic Violence Awareness Month.

Councilman Lamer commented on a recent meeting with Fisher representatives about employee recruitment and the need for great things such as Bobcat Academy, the Trail system and the Library.

Michelle Spohnheimer presented information about the Lead Hazard Control Program as part of Lead Poisoning Prevention month.

ADJOURNMENT

With no further action the meeting adjourned at 6:26 PM.

Respectfully submitted,

____

Michelle Spohnheimer, Housing & Community Development Director

CITY OF MARSHALLTOWN

ATTEST: James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

OCTOBER 12, 2015, at 5:30 PM

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

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

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

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Crimestoppers Program

Trees Forever Volunteer Recognition

APPROVAL OF AGENDA:

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

1. Approve Council meeting Minutes of September 28, 2015, and special meeting of October 5, 2015.
2. Approve Bill List in the amount of $1,378,347.76.
3. Appoint Megan Bell to Library Board, replacing Sue Fink, term expires
4. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator, Engineered Equipment Solutions for sanitary sewer utility, skimmer pipe: $26,900.00; Instrument Control Systems for sanitary sewer utility, Ethernet switches: $15,594.00; Shand & Jurs for sanitary sewer utility, condensate sediment trap $11,000.
5. Approve Façade Grant Application, 207 E Church Street, Bright Futures, LLC, reimbursable improvement amount not to exceed $2,583.75, located in TIF District #4.
6. Approve July 2015 financials
7. Resolution 2015-167 Declaring certain property surplus and authorizing sale and disposal in accordance with established guidelines, being a parks department 1996 Ford Windstar (mileage 102k, acquisition cost $9,050) and obsolete self contained breathing apparatus.
8. Resolution 2015-168 Approving renewal of People Rides Contract for Transportation services with Region 6, for paratransit and premium ride demand response.
9. Resolution 2015-169 Approving Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants.
10. Resolution 2015-170 Approving Certificate of Completion and final project costs of $231,461.00, Alliant Sewer Extension project 66013014, with Raccoon Valley Contractors.
11. Resolution 2015-171 Approving the Agreement with the Iowa Department of Transportation, General Aviation Vertical Infrastructure grant assistance application, to pave the remaining six stalls of the t-hangar floor, 85% reimbursement up to $80,325.
12. Resolution 2015-172 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008

13. Resolution 2015-173 Approving Iowa Department of Transportation Surface transportation program agreement for PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009.

14. Resolution 2015-174 Approving Iowa Department of Transportation Surface transportation program agreement for HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010

15. Resolution 2015-175 Approving Proposal for IT services with BDH Technology, for X term,.$.

16. Liquor License applications:

    NEW: Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street;

(end of consent agenda items

RESOLUTIONS:

17. Resolution 2015-176 Approving Architectural Services Agreement with Prochaska & Associates, proposed Police & Fire building project 14013020, $75,000

18. Resolution 2015-177 Accepting Bid and Authorizing the Award of Contract for the 18th Avenue Improvements project 76015011, with Boulder Contracting in the amount of $148,883.55.

19. Resolution 2015-178 Approving Contract and Bond for the 18th Avenue Improvements project 76015011, with Boulder Contracting in the amount of $148,883.55.

PUBLIC HEARING

20. Resolution 2015-179 Approving Amendment 2015-A to the Plan of Urban Renewal Area 3, relating to Teamwork-1, LLC, and Bobcat Academy.

PUBLIC HEARING

21. Resolution 2015-180 Approving Development Agreement, with Teamwork-1, LLC, relating to Bobcat Academy, in Urban Renewal Area 3, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues, providing for certain incentives in the form of economic development payments, a rebate of the incremental property tax payments paid by the Developer for a period of six years, in an amount no to exceed $125,000, as authorized by Section 403.9 of the Code of Iowa.

PUBLIC HEARING

22. Resolution 2015-181 Approving Preliminary Official Statement for $2,00,000 General Obligation Corporate Purpose Bonds, Series 2015, intent to enter into the Loan Agreement and issue the Bonds in the future, and authorize the use of the Preliminary Official Statement by Speer Financial, the City's financial advisor, for the purpose of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, pursuant to Section 384.24A of the Code of Iowa.

PUBLIC HEARING

23. Resolution 2015-182 Approving Plans and Specifications, form of contract and cost for the South East South Street Extension project 66013008,

DISCUSSION: Next agenda in process

1. Police department purchase of used vehicle for detectives.
2. 7th Avenue Improvement Project 76015013– Change Order #1$1,809.80 and Engineer's Certificate of Completion, final cost $59,909.80
3. Declare Surplus – 1995 Chevy S10, approximately 71,000 mileage, used in parks department.
4. Memorandum of Understanding with Hardin County relating to the development of the Iowa River Trail.

PUBLIC COMMENTS:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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

Marshalltown All-America City 2012

COUNCIL PROCEEDINGS
September 28, 2015

The Marshalltown City Council met in regular session on September 28, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Councilor Martin appreciated the collaboration effort between the city and county regarding repair of the North Center Street bridge. Mayor Lowrance thanked the Oktemberfest committee for hosting another outstanding event. Employees were honored for service, Brad Batement, five years and Police Sergeant Bellile, 25 years. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Present by speakerphone, fully participating: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda, removing the façade grant application for 16 E Main Street from the consent agenda: Approve Council meeting Minutes of September 14, 2015; Approve Bill List in the amount of $969,516.30; Receipt of Building Report – August 2015; Resolution 2015-153 Approving.2015 Concrete Repair Project 76015006, Change Order #1, $1,647.00; Resolution 2015-154 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, $9,527.04; Resolution 2015-155 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #5, deduct of $18,743.46; Resolution 2015-156 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Certificate of Completion and Final Costs $1,236,927.52; Resolution 2015-157 Approving North Center Street Bridge replacement project 76016001, application for federal bridge construction fund; Resolution 2015-158 approving Road Use tax report; Resolution 2015-159 approving Final Transfer resolution; Resolution 2015-160 approving Memorandum of Understanding with Iowa Department of Administrative Services, for participation in State of Iowa "offset" program; Resolution 2015-161 Authorizing Hiring Reserve Police Officers Jerrod Leffler and Raquel Zamora; second by Wirin. Consent agenda adopted 7-0.

REPORT:

Karina Hernandez, coordinator of the Read by Third project and Roger's University presented an update on the activities and progress of the community wide Read by Third program. The task force has focus on attendance, school readiness and summer learning. The project was established in 2012. Several city employees are involved with the project.

MOTION

Greer moved to approve the Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates, reimbursable improvement amount not to exceed $5,740, second by Lamer. Doug Husak, chair of the Façade Committee, explained the scope of project, with the goal to incentive owners to take care of deferred maintenance. Hoop disagreed that the type of work to be performed is not the intent of the façade improvement. Motion carried, 6-1, with Hoop dissenting.

Schubert moved to approve the cigarette permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East, second by Gowdy. At 5:50 PM Greer was not available for roll call. Motion carried 6-0.

RESOLUTIONS:

Wirin moved to adopt Resolution 2015-162 approving Confined Space and High Angle Rescue Agreement with Alliant Energy, IPL., second by Hoop. Alliant Energy plans to contribute $56,016 toward the cost of training for the members of the Marshalltown Fire Department to provide those services. At 5:57 PM Greer returned to the meeting, stated he had an issue with the mute button on his cell phone. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-163 Setting date, October 12, 2015, for a public hearing on a Development Agreement with Teamwork–1, LLC., and the Bobcat Academy, including economic development payments in an amount not to exceed $125,000, second by Hoop. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2015-164 to fix a date, October 12, 2015, for a Public Hearing on a general obligation loan agreement in a principal amount not to exceed $2,000,000, constructing street and related improvements (including work for the TIG Distributing Development Agreement) and financing a program for the removal of dilapidated or dangerous buildings, second by Gowdy. The council discussed the self imposed goal of $3.50 max for the debt levy; Acting Finance Director DeMoss informed the council the worst case the debt levy could be $3.61. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the plans and specifications for the South 18th Avenue Improvement project 76015011. Public Works Director Nickel was present to answer questions and informed the council two left turn lanes will be added on South 19^8th Avenue. This improvement is related to the Menard's project. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Hoop moved to adopt Resolution 2015-165 South 18th Avenue Improvements 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 76015011, second by Gowdy. Resolution adopted 7-0.

ORDINANCES

Lamer moved to adopt the third reading and adopt Ordinance 14943 to Amend the Code of Ordinances, Section 20-161, Prohibiting parking on Boone Street, on both sides of the street, from 9th Street to 12th Street, second by Martin. Third reading and Ordinance adopted 6-1, with Greer dissenting.

FUTURE AGENDA ITEMS DISCUSSION:
The council discussed the following items to be addressed at a future meeting: Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street; Alcohol permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East; Façade grant application 207 E Church Street; Declare surplus, parks department 1996 Ford Windstar (mileage 102k, acquisition cost $9,050) and obsolete self contained breathing apparatus; Transportation services contract renewal with Region 6, relating to Peoplerides, offering para transit and premium ride demand response; Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants; Alliant Sewer Extension project 66013014, certificate of completion, final project costs of $231,461.00, Raccoon Valley Contractors; South East South Street Extension project 66013008, hearing on plans and specifications set for October 12; General Aviation Vertical Infrastructure grant assistance application, with the Iowa Department of Transportation, pave remaining six stalls of the t-hangar floor. 85% reimbursement up to $80,325; Surface transportation program agreements with the Iowa Department of Transportation; HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008; PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009; HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010; 18th Avenue Improvements project 76015011, accept bid and authorize award of contract; Outsource IT Services formal quote, outsource information technology service; July Financials.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT
With no further action the meeting adjourned at 6:40 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
October 5, 2015

A Special meeting of the Marshalltown City Council was convened on October 5, 2015, 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, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer.

Lamer moved to approve Liquor License - Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East, second by Schubert. Motion approved 6-0.

Wirin moved to adopt Resolution 2015-166 Accepting Federal Funds, Transit Joint Participation Agreement, Iowa Department of Transportation for Municipal Transit, purpose of financing fiscal year 2016 operating expenses, reimbursement of eligible costs, up to $134,846, second by Gowdy. Resolution adopted 6-0.

With no additional action the meeting adjourned at 12:03 PM

Respectfully submitted,

____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, City Clerk

the City of Marshalltown

Board and Commission Roster

Library Board of Trustees

Department: Library

Dept. Phone: (641) 754-5738

The Marshalltown Public Library Board of Trustees consists of six city and one rural Marshall County residents with a term of six years. The Board sets library policy, establishes an annual budget, approves all expenditures, and supervises the library director. The Board has charge, control and supervision of the Public Library, its appurtenances, fixtures and rooms containing the same. Directs and controls all the affairs of the Library.

Term End Date	Member Contact Information			
9/1/2021	**Megan Bell** 2015 S 5th Ave	(641) 752-1401 (641) 481-5299	bellhouse12@aol.com	*replaces Sue Fink*
9/1/2015	**Barbara Burt** 2755 170th Street	(641) 753-1185	Need email	*County Representative*
7/1/2019	**Maureen Lyons** 2002 Elmcrest Drive	(641) 752-3137	Need email	*President*
7/1/2017	**Ronnie Manis**		Need email	*replaced Glenn Ytzen*
7/1/2018	**Leah Mattox** 1906 W Olive Street	(641) 752-5767 (641) 751-7240	Need email	
7/1/2017	**Allan Robert Thoreson** 504 Thomas Drive	(641) 753-7344	Need email	
Indefinite	**Vacancy**		Need email	*due to death of Thomas Colbert*

Purchases between $10,000 & $35,000
and Vertical Public Improvements (*) Below $36,000
Approved by City Administror
For Informational Purposes Only

* Vertical Public Improvements means buildings, all appurtenant structures, utiliities, incidental street improvements including sidewaks, site development features, recreational trails, and parking facilities.
Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, including but not limited to utilities and sidewalks.
As defined in Iowa Administrative Code Chapter 180 section 761-180.3(314) definitions

Date	Vendor	Type or Description	Fund / Funds	Dollar Amount	Reported to Council Date
10/5/15	Engineered Equipment Solutions	Skimmer pipe for primary clarifiers 1, 2 and 3	WPCP Fund	$26,900.00	10/12/2015
10/5/15	Instrument Control Systems	Ethernet Switches	WPCP Fund	$15,594.00	10/12/2015
10/5/15	Shand & Jurs	Condensate Sediment Trap	WPCP Fund	$ 11,000.00	10/12/2015

FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant

From : Douglas P Husak <Douglas.P.Husak@wellsfargo.com> Wed, Sep 23, 2015 10:57 AM
Subject : FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant 1 attachment
To : Clerk@ci.marshalltown.ia.us

Shari – Please distribute to City Council members for discussion at next Monday's meeting.

City Council Members:

We have received an application for a Façade Grant for $2,583.75 for 207 E Church St., the old Clifton's bldg. The work to be done will be tuck-pointing and associated repair to the exterior of the building. Although repairs will encompass the entire bldg., only the north and east sides of the building are part of the grant request. The quote, work, and photos are included. I apologize in advance for the quality of the photos.

The details:
Project Costs = $29,622

North Façade = $4,705 x 25% = $1176.25
East Façade = $5,630 x 25% = $1407.50
Total work of 2 facades is $10,335 with an eligible reimbursement of $2,583.75.

The committee has approved this project. We will present this to the Council at the 9/28
Thanks, Doug

From: Douglas.P.Husak@wellsfargo.com [mailto:Douglas.P.Husak@wellsfargo.com]
Sent: Wednesday, September 23, 2015 9:45 AM
To: Husak, Douglas P.
Subject: Scanned Document/Image From MFP08571PLT02

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image2015-09-23-094451.pdf
1,003 KB

From : Douglas P Husak <Douglas.P.Husak@wellsfargo.com> Tue, Sep 08, 2015 06:16 PM
Subject : FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant 1 attachment
To : Clerk@ci.marshalltown.ia.us

Shari – pls disseminate to council members.

To: Marshalltown City Council Members,

September 1, 2015

Bright Futures, LLC (Dr. Mike Stufflebeam) owns the building at 207 East Church Street. This property is located in TIF District #4 and is eligible for faced grant assistance.
façade

The north side and east side of the building currently face Church Street and 3rd Avenue, respectively, and Bright Futures seeks to utilize the façade grant program to help defray the cost of this necessary repair work. Bright Futures is seeking 25% of the cost of tuck pointing the north and east sides, which amounts to a $2,583.75 grant reimbursement.

Included in this packet is the application sheet, email detailing the cost of tuckpointing each side, and a booklet detailing the specific work that is to be completed.

I hope you will consider the repair of these facades appropriate for the MCBD Façade Improvement program.

Thank you,

Steve Troskey

- Title reports and legal fees;
- Acquisition of land or buildings;
- Air conditioning and heating facilities;
- Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign;
- Elevator repair or installation;
- Interior floor or ceiling replacement and repair; and,
- Architect work; to include drawings

Marshalltown Central Business District Façade Grant Application

Property Information:

Address: 207 E. CHURCH ST

Current Tenant (Business Name): BRIGHT FUTURES LLC

Use: COMMERCIAL Zoning: CBD

Applicant Information:

Name of Applicant: MIKE STUFFLEBEAM (STEVE TROSKEY CGA ENGINEERS)

Mailing Address: 207 E. CHURCH ST. MARSHALLTOWN IA, 50158
Street City, State Zip

Phone: 641-752-6701 Fax: ____ Cell: ____

Owner Information (If different from applicant information):

Name of Applicant: ____

Mailing Address: ____
Street City, State Zip

Phone: ____ Fax: ____ Cell: ____

Proposed use of funds (Check all that apply)	Est. Cost
___ Awning	$
___ Awning with façade project	$
X Brick cleaning and tuckpointing (SEE COST PER SIDE INFO)	$29,622
___ Exterior lighting	$
___ Painting of exterior surface	$
___ Preservation of architectural elements	$
___ Removal of inappropriate elements	$
___ Signage	$
___ Storefront rehabilitation/restoration	$
___ Window and/or door repair	$

___ Other; explain ______________________________	$________
Total estimated cost	$ 29,622
Grant amount requested	$ 2583.75
Low Interest Loan amount requested	$ Ø
(Low Interest Loan Available with Participating Banks – See overview)	

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. 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*

Stephen Juskey (CGA ENGINEERS) — 9-1-15

Signature of Applicant — **Date**

Michael Stiffen — 9.1.15

Signature of Owner — **Date**

Return to:
Marshalltown CBD, Jenny Etter, Executive Director
16 E Main St Suite 280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

<u>Work commenced prior to approval of the Facade Grant Application is not eligible.</u>

Draw

#2015-

RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF.

WHEREAS a list of surplus equipment follows in Section 1 which is surplus property; and

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

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

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

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

A. Obsolete self contained breathing apparatus

B. 1996 Ford Windstar, mileage 102,000, acquisition cost $9,050.

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

Passed this __ day of October, 2015, and signed this __ day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Rsw

RESOLUTION APPROVING PEOPLERIDES CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND REGION 6

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and Region 6 relative to providing para transit and premium ride demand response services for Fiscal Year 2015-2016.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

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

Section 1. That the agreement by and between the and Marshalltown Municipal Transit and Region 6 relative to providing para transit and premium ride demand response service for Fiscal Year 2015-2014, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of October 2015 and signed this ____ day of October 2015.

CITY OF MARSHALLTOWN.

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

PEOPLERIDES CONTRACT
FOR TRANSPORTATION SERVICES
WITH THE CITY OF MARSHALLTOWN

WHEREAS Peoplerides currently provides approximately 7,300 demand response rides in Marshalltown (Carevan 5,900 and Paratransit 1,400) provides approximately 50,000 demand response rides in the remaining parts of Region 6 (Hardin, Marshall, Poweshiek, and Tama Counties),
WHEREAS Marshalltown Municipal Transit has very limited staff for dispatching demand response services in Marshalltown,
WHEREAS Peoplerides has available dispatch capacity with current Peoplerides dispatch hours to effectively handle demand response services currently provided by Marshalltown Municipal Transit,
WHEREAS Peoplerides also has available vehicle capacity to effectively handle demand response services,
WHEREAS Peoplerides is a department of the Region 6 Planning Commission,
WHEREAS Peoplerides uses a cost allocation system for transit administration costs across all services,
WHEREAS Marshalltown Transit will focus available administrative staff on fixed routes and some subscription routes within Marshalltown.

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe
   1. The purpose of this contract is to most effectively utilize limited available administrative staff, best coordinate transit rolling stock and transit driver personnel, and to establish a "one-stop" place for Marshalltown public transit demand response rides.
   2. This contract shall begin on July 1, 2015 and continue through June 30, 2016.

B. Description of Contract Services
   1. All transit services will be provided in vehicles, which are open to the public without discrimination.
   2. Service shall be complementary ADA paratransit service available the same hours as Marshalltown Municipal Transit (MMT) fixed route services (7:10 to 5:57, M-F). All passengers shall be approved through the paratransit review process. Any ride that requires peoplerides to go through the door will not be considered a paratransit ride under this contract. These through the door rides are the responsibility of Peoplerides under other agreements.
   3. Access to demand response service shall be obtained by contacting Peoplerides (641-752-6202). Fixed route and subscription route information shall be dispatched by MMT at 641-754-5719. Dispatchers are available from 7:30 am to 4:30 pm, Monday-Friday.
   4. This contract shall be for paratransit and premium demand response services. All individuals must be Americans with Disabilities Act (ADA) paratransit eligible. The only service that will not be provided under this contract is MMT fixed route and subscription service. PeopleRides' ability to handle other subscription rides under this contract will be handled on a case-by-case basis.
   5. A ride is defined as each time a person boards/enters onto the vehicle.
   6. All services funded under this contract and all uses made of vehicles provided by Peoplerides, shall be insured by Peoplerides with the following coverages:
      a) Commercial Automobile Liability - Combined Single Limit $2,000,000
      b) Uninsured and underinsured motorist - $250,000

C. Responsibilities of Peoplerides
   1. Peoplerides shall serve as an independent contractor.
   2. Peoplerides shall employ and train, clean and courteous personnel as necessary to provide the services described above. All drivers shall have commercial drivers' licenses. All drivers shall have annual criminal background checks and shall have current IDOT physicals with the appropriate card. All Region 6 safety sensitive employees and management will be part of the Federal Transit Administration (FTA) Drug & Alcohol

program. On an annual basis Peoplerides will provide a copy of motor vehicle records (MVRs') to the City of Marshalltown. Peoplerides will follow all FTA Drug & Alcohol testing procedures. Nobody is allowed to drive the vehicle except authorized Peoplerides staff.

3. Peoplerides shall operate the above services including scheduling and dispatching support.
4. Peoplerides shall maintain accounting and records for all services rendered.
5. Peoplerides shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon request to The City of Marshalltown.
6. Peoplerides shall permit inspection of its vehicles, services, books, and records by the City of Marshalltown upon the request of the City of Marshalltown.
7. When an individual calls 641-752-6202 for ride information the procedure shall be generally as follows. The phone line will be answered "peoplerides".
   a) When a paratransit eligible person requests a ride within the city of Marshalltown, the city of Marshalltown will be invoiced for those rides. Anyone within the City of Marshalltown may be paratransit eligible.
   b) When a person requests a ride and is not paratransit eligible or presumed to be under the ADA provisions, and is not riding to a medical appointment that is financially supported by the MMSC that individual will be referred to the Marshalltown Municipal Transit fixed route system (641-754-5719).
   c) Peoplerides will provide rides for Premium riders at the rates specified under this agreement.
8. Peoplerides shall comply with all applicable state and federal laws, including but not limited to, Equal Employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
9. Peoplerides will wait 3 minutes at a location to pick-up a rider. If a rider is not ready within that time the vehicle will depart. Peoplerides will follow the no-show policy listed herein for these cases.
10. Peoplerides will not be responsible for contacting any scheduled riders to reconfirm that they will be riding on the vehicle (s).
11. Peoplerides will provide a copy of all incident and/or accident reports involving passengers covered under this contract, within 10 days of their occurrence.
12. Peoplerides will require wheelchairs to be secured, if possible. Peoplerides will still transport the passenger if the wheelchair cannot be secured. All common wheelchairs will be transported. A ride may only be refused if the wheelchair exceeds "common wheelchair" standards. A common wheelchair is defined as up to 48" long, 30" wide, and up to 600 total pounds (including the person).
13. Peoplerides may request, but not require, someone in either a scooter or a structurally weak wheelchair to transfer to a vehicle seat.
14. Peoplerides will accept service animals aboard vehicles. Peoplerides can ask if the animal is a pet or service animal. Peoplerides can ask how the animal communicates to the owner. Peoplerides, however, cannot ask for a demonstration or in any other way prove that it is an actual service animal.
15. Peoplerides cannot require someone in a wheelchair to use a seatbelt, unless everyone else in the bus is required to use one. Peoplerides written policy states that all riders shall use a seatbelt.
16. Peoplerides will allow a person to bring a "personal supply of oxygen" on board the vehicle. Peoplerides may require that the tank be safely secured which may require a special seating location.
17. All Peoplerides drivers will be trained in both the power and manual methods of operating wheelchair lifts and/or ramps.
18. Peoplerides will provide paratransit brochures, upon request, to the general public.
19. All ADA equipment, including the lift or ramp, must be checked daily. Upon request, Peoplerides will provide a copy of the vehicle inspection reports.

20. When asked by the public for either assistance in interacting about public transportation availability, or to schedule rides, there must be at least one method available to the public on how to effectively communicate. Peoplerides uses Relay Iowa for hearing impaired people. Large print materials will be made available by Peoplerides, for people requesting those services.
21. Peoplerides offices and meeting rooms are accessible to people with disabilities, and on a bus route. Meetings about paratransit service shall be jointly scheduled with Marshalltown Municipal Transit. Marshalltown Municipal Transit shall provide any special accommodations for disabled attendees.
22. Peoplerides wheelchair lifts and ramps and their safety interlock systems shall be in good working order. Otherwise, a replacement vehicle shall be substituted.
23. Visitors to Marshalltown are to be considered as eligible to ride the paratransit service for up to 21 days. Beyond that time, an application should be submitted for continued service.
24. Peoplerides shall accept a paratransit card from any U.S. public transit system, no different than a MMT paratransit card.
25. Peoplerides will not have any restrictions on how often a disabled person can ride. There are no restricted purposes either.
26. Each ADA eligible person may have one personal care attendant and one companion ride with him or her. Additional people in the group can ride, as long as there is room in the vehicle for them. There is to be no charge for the personal care attendant, as long as the person posing as such can actually perform care needed.
27. If Peoplerides cannot provide vehicles or drivers, we will immediately contact MMT for assistance.
28. The estimated fully allocated cost is $38,900 and passenger revenues are estimated at $4,250. Peoplerides allocates no State Transit Assistance or Federal Transit Assistance to this agreement since all statistics are counted by MMT.
29. Peoplerides is responsible for the vehicles including all necessary repairs and replacement. All vehicles for this service shall be part of the Peoplerides fleet and will be rotated/changed as needs exist.
30. Peoplerides shall indemnify and hold the City of Marshalltown harmless for any losses under this contract.
31. Peoplerides shall operate no charter services or school bus services under the contract.

D. <u>Responsibilities of the City of Marshalltown</u>

1. The City of Marshalltown shall pay all justified billings in a timely basis.
2. The City of Marshalltown shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.
3. The City of Marshalltown shall indemnify and hold Peoplerides harmless for any loss caused by Peoplerides's inability to provide services under emergency conditions.
4. The City of Marshalltown shall assist with determining paratransit eligibility for clients.
5. The City of Marshalltown shall establish a paratransit advisory board. Some of the responsibilities of that board shall include reviewing paratransit applications, and handling non-payment appeals. Peoplerides shall serve in an ex-oficio capacity on the advisory board.
6. The City of Marshalltown together with Peoplerides shall determine if a person is paratransit eligible. Peoplerides will issue the application materials upon request.

E. <u>Compensation</u>

1. For purposes of this contract. If Peoplerides has to go into a destination to get a client they are not considered as paratransit eligible.
2. For paratransit approved people the passenger shall pay $2.00 for this trip.
3. Not withstanding E.1 under this contract, if the passenger resides more than ¾ mile from the Marshalltown Fixed Route system they will be considered as a "premium" rider and shall pay $5.50 per ride. Those riders that call the same day that they ride shall be considered as a "premium" ride and shall pay $5.50 per ride. The only paratransit premium rides are those

that reside more than ¾ mile from the current MMT fixed routes.

4. The MMT rate is $39/Hour less passenger revenues ($2.00 per ride generally).
5. All riders shall be provided one warning for not riding on the vehicle at a pre-scheduled time. After this first warning, the rider shall be charged the regular fee for not riding at a pre-scheduled time. Riders shall contact Peoplerides at least 30 minutes prior to their scheduled pick up time to avoid this no-show charge. An answering machine or person is available 24 hours a day – 7 days/week that is checked by drivers/dispatchers. The rider shall be responsible for paying for the full net cost on any no shows.
6. Failure to pay for no-shows or regular trips will result in Peoplerides transportation termination, until the balance is paid in full. The client, however, may appeal the transportation termination to the paratransit advisory board. This appeal process will be provided in writing to the person. The Peoplerides transit manager is responsible for any decision to refuse service to a passenger.
7. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.
8. If the local revenue sources decrease or state and federal resources available to peoplerides, service hours could be decreased or prices increased.

F. <u>Reporting</u>

1. Peoplerides will provide ridership, hours, and mileage data on a monthly basis. Trip denials and no shows will be provided on a quarterly basis. MMT will count all the statistics. MMT can also review Peoplerides dispatch sheets if requested. All materials will be on Peoplerides forms. Peoplerides will bill monthly for services. Transportation invoices will be submitted the month after services were rendered. All quarterly statistics (miles, hours, passengers) will be provided to MMT within 30 days after the end of every quarter.

G. <u>Entire Agreement</u>

1. This contract contains the entire agreement between the City of Marshalltown and Peoplerides. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

H. <u>Amendments</u>

1. Any changes to this contract must be in writing and be mutually agreed upon by both Peoplerides and the City of Marshalltown.

I. <u>Termination</u>

1. Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation.

J. <u>Saving Clause</u>

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

K. <u>Assignability and Subcontracting</u>

1. This contract is not assignable to any other party without the express written approval of Peoplerides and the City of Marshalltown.
2. No part of the transportation services described in this contract may be subcontracted by Peoplerides without the express written approval of the City of Marshalltown and the Iowa DOT Office of Public Transit.
3. Not withstanding the provisions in K.1 above, it is hereby agreed that Peoplerides may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Peoplerides to avoid a service interruption. The City of Marshalltown shall be notified, in advance if possible, each time this provision is invoked.

For The City of Marshalltown:

____

Date: _______________

For Peoplerides:

____

Date: ______________________

RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND TMS MANAGEMENT

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and TMS Management, relative to providing non-emergency medical transportation service for eligible Medicaid participants.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

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

Section 1. That the agreement by and between the and Marshalltown Municipal Transit and TMS Management relative to providing non-emergency medical transportation service for eligible Medicaid participants, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of October 2015 and signed this ____ day of October 2015.

CITY OF MARSHALLTOWN.

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

RDW

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

September 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: Iowa Provider Agreement – TMS Management for non-emergency medical transportation service for eligible Medicaid participants

Policy Issue: City policy requires approval of Intergovernmental Agreements

Recommendation: Staff recommends approving the agreement with TMS.

Background: TMS plans to broker and arrange for the provision of non-emergency medical transportation services including, but not limited to, ambulance, livery, taxi, invalid coach, private automobile, minivan, bus, sedan, airplane, and wheelchair vans, and, to that end, TMS is establishing a network of qualified and licensed transportation providers.

Budget Impact: Billing for transportation services provided will be invoiced to TMS twice per month. A $5.00 one way trip fare will be charged.

Attachment: TMS Agreement

cc: Randy Wetmore, City Administrator

IOWA PROVIDER AGREEMENT

This **PROVIDER AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this _______ day of ______________ by and between TMS Management Group, Inc. (hereinafter referred to as "TMS"), a corporation organized and existing under the laws of the State of Florida and Marshalltown Municipal Transit (hereinafter referred to as "Provider").

RECITALS:

WHEREAS, TMS has entered into an Agreement with State of Iowa to broker and coordinate non-emergency medical transportation services for eligible Medicaid participants ("Participants or Members") as determined by the Iowa Department of Human Services ("IDHS").

WHEREAS, TMS plans to broker and arrange for the provision of non-emergency medical transportation services (hereinafter referred to as "Covered Services") including, but not limited to, ambulance, ambulette, livery, taxi, invalid coach, private automobile, minivan, bus, sedan, airplane, and wheelchair vans, and, to that end, TMS is establishing a network of qualified and licensed transportation providers.

WHEREAS, TMS and Provider desire to enter into this Agreement pursuant to which the Provider will provide Covered Services to eligible clients in exchange for monetary reimbursement.

WHEREAS, the transportation that Provider will deliver for Participants is not exclusive. It may be open to the public or shared ride service as the Provider deems necessary to deliver transportation services to all riders.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, TMS and Provider, intending to be legally bound, agree as follows:

1. Provider agrees to provide Covered Services to eligible Participants for TMS Management Group, Inc. TMS must be listed as the additional insured on the Provider's insurance policy. The Provider agrees to follow all laws of the States of Iowa including, but not limited to, the laws pertaining to Medicare and Medicaid Services in providing and/or arranging for the provision of medical and related health transportation services to Participants. In addition Provider agrees to comply with all standards and terms outlined in the State Administrative Code, the TMS Transportation Provider Handbook, the IDHS policies and procedures, and Attachments A, B, C, D, E, F, and G of this Agreement.

2. This Agreement is a subcontract under the agreement between IDHS and TMS and will run concurrently with the terms of agreement between IDHS and TMS which has a duration from July 1, 2010 to June 30, 2013. This Agreement is limited by the terms and conditions of the Agreement between IDHS and TMS.

3. **DEFINITIONS:** The following defines the population groups identified in this Agreement:

"**Claim**" means a claim or billing invoice that has no defect, impropriety, lack of substantiating documentation, including the information necessary to meet the requirements for encounter data, and using a form agreed upon by the parties (electronic claims must comport with all HIPAA Administrative Simplification Act requirements for electronic transactions), for Covered Transportation Services received timely by Health Plan and which complies with standard CMS coding guidelines, and/or other government program requirements where applicable, and requires no further documentation, information or alteration in order to be processed and paid timely by Health Plan.

"**Covered Services**" means those Medically Necessary transportation services covered under and defined in accordance with the IDHS definitions of Medicaid transportation.

"**Encounter Data**" means information, data and/or reports about transportation encounters and Covered Transportation Services rendered to Members in a format that comports with the HIPAA 837 requirements.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, including without limitation its privacy, security and administrative simplification provisions, and the rules and regulations promulgated there under, each as may be amended from time to time.

"Medicaid" means medical assistance provided under a state plan approved under Title XIX of the Social Security Act.

"**Medically Necessary**" means those Covered Services and/or supplies that are: (a) appropriate and consistent with the diagnosis and treatment of the Member's medical condition; (b) required for the care and treatment of Participant's medical condition directly except when care is preventive in nature; (c) compatible with the standards of acceptable medical practice in the community; (d) provided in a safe, appropriate and cost-effective setting given the nature of the diagnosis and severity of symptoms; and (e) are not experimental nor provided solely for the convenience of the Member or the health care provider.

"Participating Medical Provider" means a designated physician, practitioner, ancillary provider, hospital, facility or other provider contracted with and credentialed by Medicaid.

"**Principal**" means any owner of Provider and/or owners of a majority interest, officer, directors and key management of Provider (or Provider's professional association, partnership or corporation).

4. The terms of this agreement shall start 10/1/15 and end on 9/30/16. This agreement can be terminated by either party with a thirty (30) days written notice.

Provider's Hours of Operation are: defined by the Transit Association.

5. The reimbursement rate schedule for such transportation is outlined in Attachment A. These rates are subject to change upon agreement with both parties. Any and all other charges not listed in Attachment A must be authorized by TMS management in writing.

6. The Provider agrees to follow TMS service standards as well as the TMS terms and conditions as outlined in Attachments B, C, D, E, F, and G.

7. Billing for transportation services provided will be invoiced to TMS twice per month. This invoicing process will occur through TMS Mobility Manager for the pay periods ranging from the 1st to the 15th of each month and the 16th to the last calendar day of the month. Provider is responsible for submitting all invoices for payment in TMS Mobility Manager within ninety (90) days of the closing of the billing cycle during which each trip occurred. Payment for invoiced transportation services will be disbursed to providers within thirty (30) days of the date upon which the invoice is finalized within TMS Mobility Manager. Provider agrees that they have received and reviewed TMS's Transportation Provider Handbook outlining billing and payment procedures within TMS Mobility Manager and that they will participate in mandatory training on how to use this system.

8. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the administrative rules established by Iowa Medicaid program and 441 Iowa Administrative Code § 78.13(7).

9. Additional Terms and Conditions and Regulatory Requirements. Provider acknowledges that TMS is a contractor, and is accountable to IDHS for compliance with the Contract and with the statutes and regulations governing non-emergency medical transportation. Provider further acknowledges and agrees that pursuant to the Medicaid regulations, TMS, **IDHS,** or their respective designees will monitor Provider's performance hereunder and that TMS and/or **IDHS** shall have the right to terminate the Agreement if Provider does not perform satisfactorily hereunder. Provider further agrees to comply with the additional terms and conditions, many of which are required for participation in the Medicaid program, set forth on Attachments B, C, D, E, F, and G.

10. Amendment. The parties hereto agree that all amendments to this Agreement must be executed in writing, and must be signed by the authorized representative whose signature appears on the following page.

IN WITNESS WHEREOF the undersigned parties have placed their hands and seals to execute this **PROVIDER AGREEMENT** on this ____ day of ____________, 2015.

______________________	______________________
Scott M. Anderson	Authorized Representative
TMS MANAGEMENT GROUP, INC. 5800 Fleur Drive, Suite 231 Des Moines, IA 50321	Marshalltown Municipal Transit 905 E Main Street Marshalltown, IA 50158
______________________	______________________
Witness	Witness

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH RACCOON VALLEY CONTRACTORS
IN THE AMOUNT OF $231,461.00 FOR CONSTRUCTION OF THE
ALLIANT SEWER EXTENSION / SIPHON REPLACEMENT PROJECT
IN THE CITY OFMARSHALLTOWN, IOWA,
BEING PROJECT NO. 66013014

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Alliant Sewer Extension / Siphon Replacement Project.

WHEREAS, said project has been completed by Raccoon Valley Contractors, of Waukee, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the Alliant Sewer Extension / Siphon Replacement Project , being project number 66013014, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $231,461.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Raccoon Valley Contractors, including the payment of the items called for in said contract and approved for final payment.

Passed this 12th day of October 2015, and signed this _____day of October 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: **Alliant Sewer Extension/Siphon Replacement**	Date of Contract: **November 24, 2014**
Owner: **City of Marshalltown**	Owner's Contract No.: **66013014**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-13A**
Contractor: **Raccoon Valley Contractors**	

I hereby state that the construction of the Alliant Sewer Extension/Siphon Replacement project by a Contract dated November 24, 2014 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on April 30, 2015. The Contract final completion date is June 30, 2015.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is $231,461.00.

The derivation of this total amount is tabulated below.

Original Contract	$235,332.00
Change Order No.1	$(3,871.00)
Final Contract	$231,461.00

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: [signature]

Iowa Registration No.: 18872

Date: 4/30/15

FOX PN: 2407-13A

Accepted by:

Owner: ______

Resolution: ______

Date: ______

Signed: ______

Title: ______

Attest: ______

Distribution:
Engineer
Contractor
Owner
IDNR

RESOLUTION APPROVING THE AGREEMENT BETWEEN
MARSHALLTOWN MUNICIPAL AIRPORT AND
IOWA DEPARTMENT OF TRANSPORTATION GENERAL AVIATION VERTICAL
INFRASTRUCTURE PROGRAM (GAVI)
GRANT ASSISTANCE APPLICATION WITH TOTAL PROJECT COST BEING $80,325.00

Project Number: 91160MIW300
Contract Number: 17475

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed MARSHALLTOWN MUNICIPAL AIRPORT STATE GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI) PROGRAM GRANT APPLICATION.

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

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

Section 1. That the State General Aviation Vertical Infrastructure Program is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of October 2015, and signed this _______ day of October 2015.

CITY OF MARSHALLTOWN

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, City Clerk

RAW

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

September 21, 2015

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

From: Justin Nickel
Director of Public Works

Re: General Aviation Vertical Infrastructure (GAVI) Agreement – Iowa DOT for Airport Hanger Floor

Policy Issue: City policy requires approval of Intergovernmental Agreements

Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: This agreement will fund the construction of the paving of the remaining 6 stalls of the t-hanger floor. The DOT will reimburse for eligible costs at 85%, not to exceed $80,325.

Budget Impact: The GAVI grant will fund the construction at approximately 85% of the cost up to $80,325.

Attachment: GAVI Agreement

cc: Randy Wetmore, City Administrator

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2016
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)

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

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

Improvements shall consist of:
Pave hangar floor, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I160MIW300**
Contract number: **17475**

2.0 GENERAL PROVISIONS

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

2.02 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **$80,325** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.

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

- Competitive bid procedures for all projects greater than $130,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between $72,000 and $130,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between $50,000 and $130,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

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

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

2.02 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.

2.03 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.

2.06 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.

2.07 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

2.08 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.

2.09 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.

2.10 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.11 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2.12 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

2.13 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.

2.14 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

2.15 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.

2.16 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

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

form and provide a copy to the Iowa DOT.

(i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

(j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

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

5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.

5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.

5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.

5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.

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

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

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

Signed this __________ day of ____________________, _________, on behalf of the SPONSOR.

By: ______________________________ Attested: ______________________________

Title: ______________________________ Title: ______________________________

Signed this 11th day of August, 2015, on behalf of the Iowa Department of Transportation.

By: Michelle F. McEnany

Michelle F. McEnany
Director
Office of Aviation

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

May 2012

May 2012

CONTRACT PROVISION

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

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: http://dia.iowa.gov/page7.html

4. THE CONTRACTOR'S TSB POLICY

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

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

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

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

A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

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

A. The bidder may count:

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

B. The contractor may count:

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

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

A. Bidders

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

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

B. Contractors Using Quotes from TSBs

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

C. Contractors <u>NOT</u> Using Quotes from TSBs

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

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

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

8. POSITIVE EFFORT DOCUMENTATION WHEN <u>NO</u> GOALS ARE ASSIGNED

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

Form 730007WP 7-97

Contractor ______________________ Page# ____________

Project# ______________________

County ______________________

City ______________________

TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $____________

List items by name to be subcontracted:

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

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

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

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

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: http://dia.iowa.gov/page7.html.

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

    a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

       http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

    b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

    a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

    b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

RDW

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND THE IOWA DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION PROGRAM PROJECT EAST MAIN STREET MILL AND OVERLAY PROJECT NUMBER 76015008

PROJECT NO.: STP-U-479 (617) -70-64
IOWA DOT Agreement No: 1-15-STPU-022

WHEREAS the Iowa Department of Transportation proposes an agreement between the City of Marshalltown and the Iowa Department of Transportation for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

WHEREAS representatives of the City of Marshalltown and the Iowa Department of Transportation have negotiated a participation agreement to HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles East on East Main Street.

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

1. The Agreement between, the City of Marshalltown and the Iowa Department of Transportation to improve East Main Street is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed on this 12th day of October 2015, and signed on this _____day of October 2015.

CITY OF MARSHALLTOWN

BY: ________________________________
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

September 22, 2015

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

From: Justin Nickel
Director of Public Works

Re: Federal Aid Agreement – Iowa DOT for East Main Street Mill and Overlay (76015008)

Policy Issue: City policy requires approval of Intergovernmental Agreements

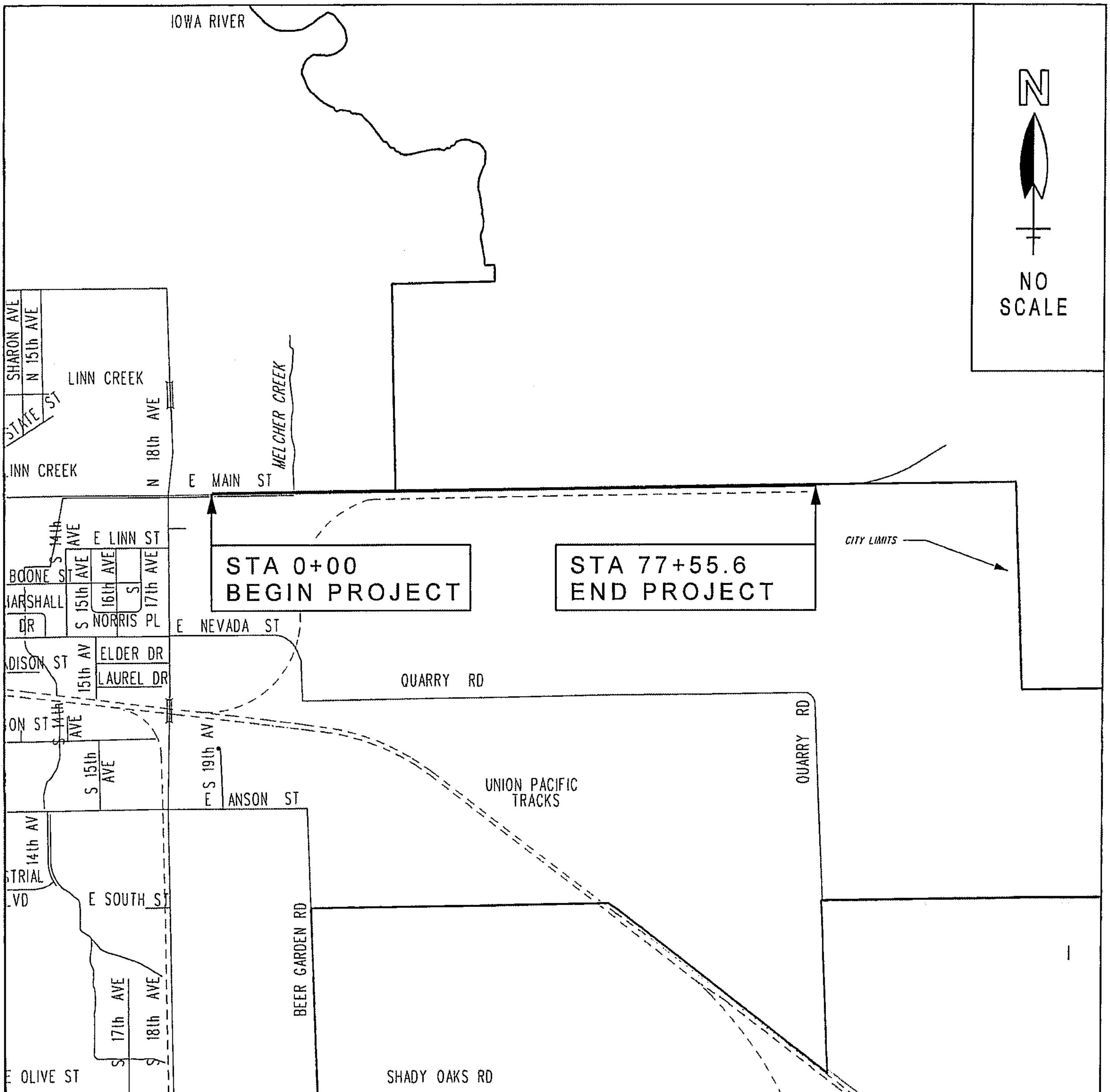
Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: This agreement with the Iowa DOT is for the purpose of financing pavement improvements on East Main Street. The project includes milling and hot asphalt mix overlay of East Main Street from 500 feet East of 18th Ave stretching 1.5 miles East.

Budget Impact: The City shall receive reimbursement of eligible costs up to $516,000 or 80% of eligible project costs.

Attachment: Federal Aid Agreement

cc: Randy Wetmore, City Administrator



PROJECT LOCATION

September 2012

IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a Surface Transportation Program Project

Recipient: Marshalltown

Project No.: STP-U-4797(617)—70-64

Iowa DOT Agreement No.: 1-15-STPU-022

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the, City of Marshalltown, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the City Engineer.

3. The Recipient shall be responsible for the development and completion of the following described STP project:

   HMA Resurfacing with Milling from 500 feet East of 18th Avenue to 1.5 miles East on East Main Street. See attached project location map.

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.

5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Region Six Planning Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.

6. If the project described in Section 3. drops out of the Region Six Planning Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

7. The Recipient shall let the project for bids through the Department.

8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

9. It is the intent of both parties that no third party beneficiaries be created by this agreement.

10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

By______________________________ Date ______________________________, 20______

____
Title of city official

I,______________________________, certify that I am the City Clerk of Marshalltown, and

that______________________________, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _______ day of ______________________________, 20______.

Signed______________________________ Date ______________________________, 20______

City Clerk of Marshalltown, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By______________________________ Date ______________________________, 20______
Gregg Durbin, P.E.
Local Systems Engineer
District 1

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. **General Requirements.**

    a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

    b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.

    c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.

    d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

    e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.

    f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,

    g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

        i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

        ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. **Programming and Federal Authorization.**

a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. **Federal Participation in Work Performed by Recipient Employees.**

a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.

b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.

c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. **Design and Consultant Services**

a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.

c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.

d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed $100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Recipient shall be responsible for the following:

   i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.

   ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department

   iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.

c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.

d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertized for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. **Reimbursements.**

a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.

e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:

   1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

   2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.

b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.

e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

RAW

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND THE IOWA DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION PROGRAM PROJECT SOUTH 18TH AVENUE CONCRETE REPAIR PROJECT NUMBER 76015009

PROJECT NO.: STP-U-479 (619) – 70-64
IOWA DOT Agreement No: 1-15-STPU-019

WHEREAS the Iowa Department of Transportation proposes an agreement between the City of Marshalltown and the Iowa Department of Transportation for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

WHEREAS representatives of the City of Marshalltown and the Iowa Department of Transportation have negotiated a participation agreement to PCC patching on South 18th Avenue from East Main Street South to Highway 30.

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

1. The Agreement between, the City of Marshalltown and the Iowa Department of Transportation to improve South 18th Avenue is hereby approved.

2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed on this 12th day of October 2015, and signed on this _____day of October 2015

CITY OF MARSHALLTOWN

BY: ________________________________
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

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

DEPARTMENT OF PUBLIC WORKS

September 22, 2015

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

From: Justin Nickel
Director of Public Works

Re: Federal Aid Agreement – Iowa DOT for PCC Patching on South 18th Avenue (76015009)

Policy Issue: City policy requires approval of Intergovernmental Agreements

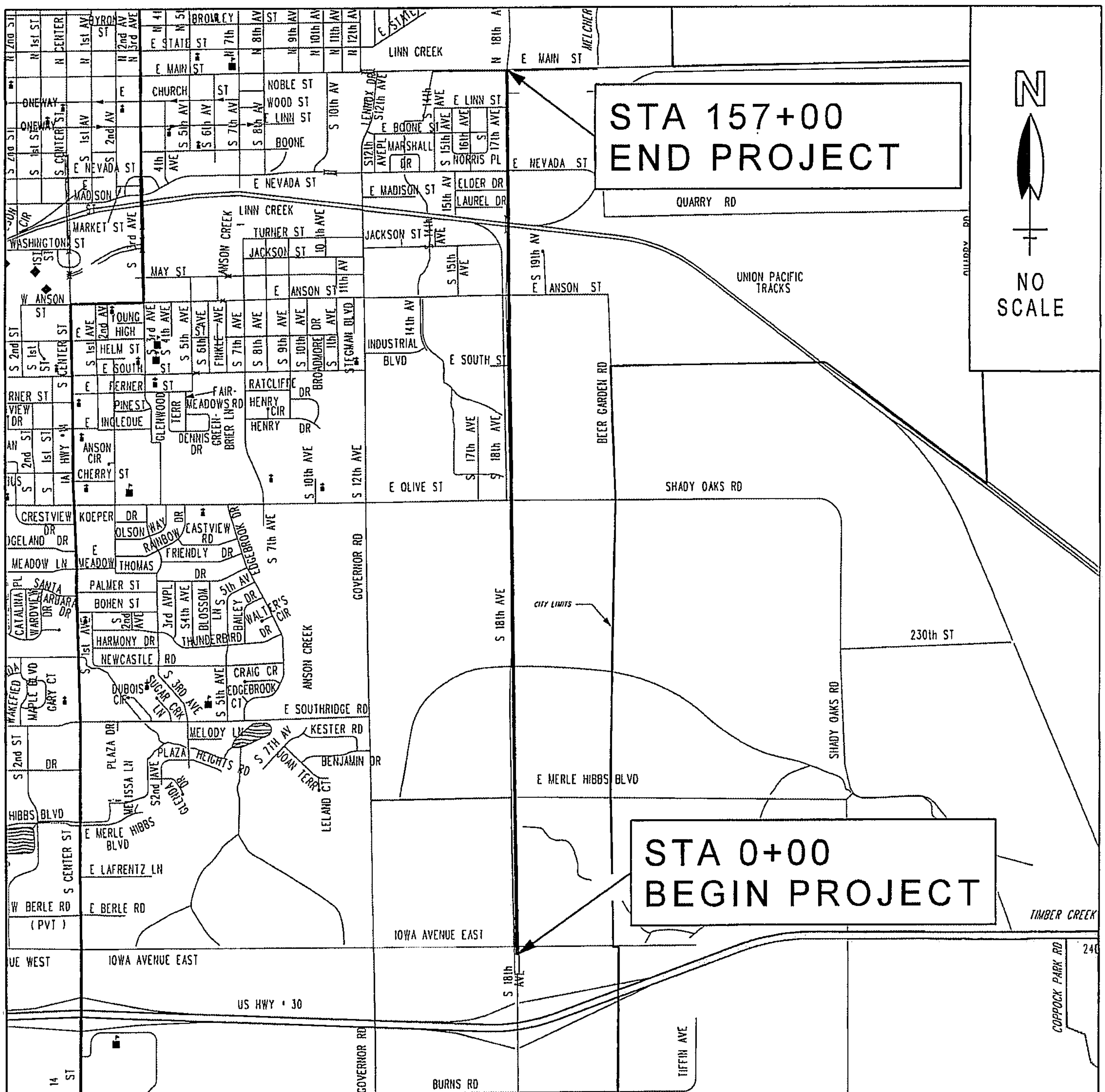
Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: This agreement with the Iowa DOT is for the purpose of financing pavement improvements on South 18th Avenue. The project includes Portland cement concrete patching on South 18th Avenue from East Main Street to Highway 30.

Budget Impact: The City shall receive reimbursement of eligible costs up to $720,000 or 80% of eligible project costs.

Attachment: Federal Aid Agreement

cc: Randy Wetmore, City Administrator



PROJECT LOCATION

September 2012

IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a Surface Transportation Program Project

Recipient: Marshalltown

Project No.: STP-U-4797(619)—70-64

Iowa DOT Agreement No.: 1-15-STPU-019

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Marshalltown, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the City Engineer.

3. The Recipient shall be responsible for the development and completion of the following described STP project:

   PCC Patching On South 18th Avenue From East Main Street South to Highway 30. See attached project location map.

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.

5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Region Six Planning Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.

6. If the project described in Section 3. drops out of the Region Six Planning Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

7. The Recipient shall let the project for bids through the Department.

8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

9. It is the intent of both parties that no third party beneficiaries be created by this agreement.

10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

By______________________________ Date ______________________________, 20______

____
Title of city official

I,______________________________, certify that I am the City Clerk of Marshalltown, and that______________________________, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the ________ day of ______________________________, 20______.

Signed______________________________ Date ______________________________, 20______

City Clerk of Marshalltown, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By______________________________ Date ______________________________, 20______
Gregg Durbin, P.E.
Local Systems Engineer
District 1

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.

c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.

d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.

f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,

g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.

b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.

c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.

c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.

d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed $100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Recipient shall be responsible for the following:

   i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.

   ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department

   iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.

c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.

d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertized for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.

e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:

1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.

b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.

e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Rbw

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND THE IOWA DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION PROGRAM PROJECT
IOWA AVENUE EAST MILL AND OVERLAY PROJECT NUMBER 76015010

PROJECT NO.: STP-U-479 (618) – 70-64
IOWA DOT Agreement No: 1-15-STPU-017

WHEREAS the Iowa Department of Transportation proposes an agreement between the City of Marshalltown and the Iowa Department of Transportation for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

WHEREAS representatives of the City of Marshalltown and the Iowa Department of Transportation have negotiated a participation agreement to HMA resurfacing with milling on Iowa Ave East from South Center Street to South 18th Avenue.

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

1. The Agreement between, the City of Marshalltown and the Iowa Department of Transportation to improve Iowa Avenue East is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed on this 12th day of October 2015, and signed on this _____day of October 2015

CITY OF MARSHALLTOWN

BY: ___________________________________
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

September 22, 2015

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

From: Justin Nickel
Director of Public Works

Re: Federal Aid Agreement – Iowa DOT for Iowa Avenue East

Policy Issue: City policy requires approval of Intergovernmental Agreements

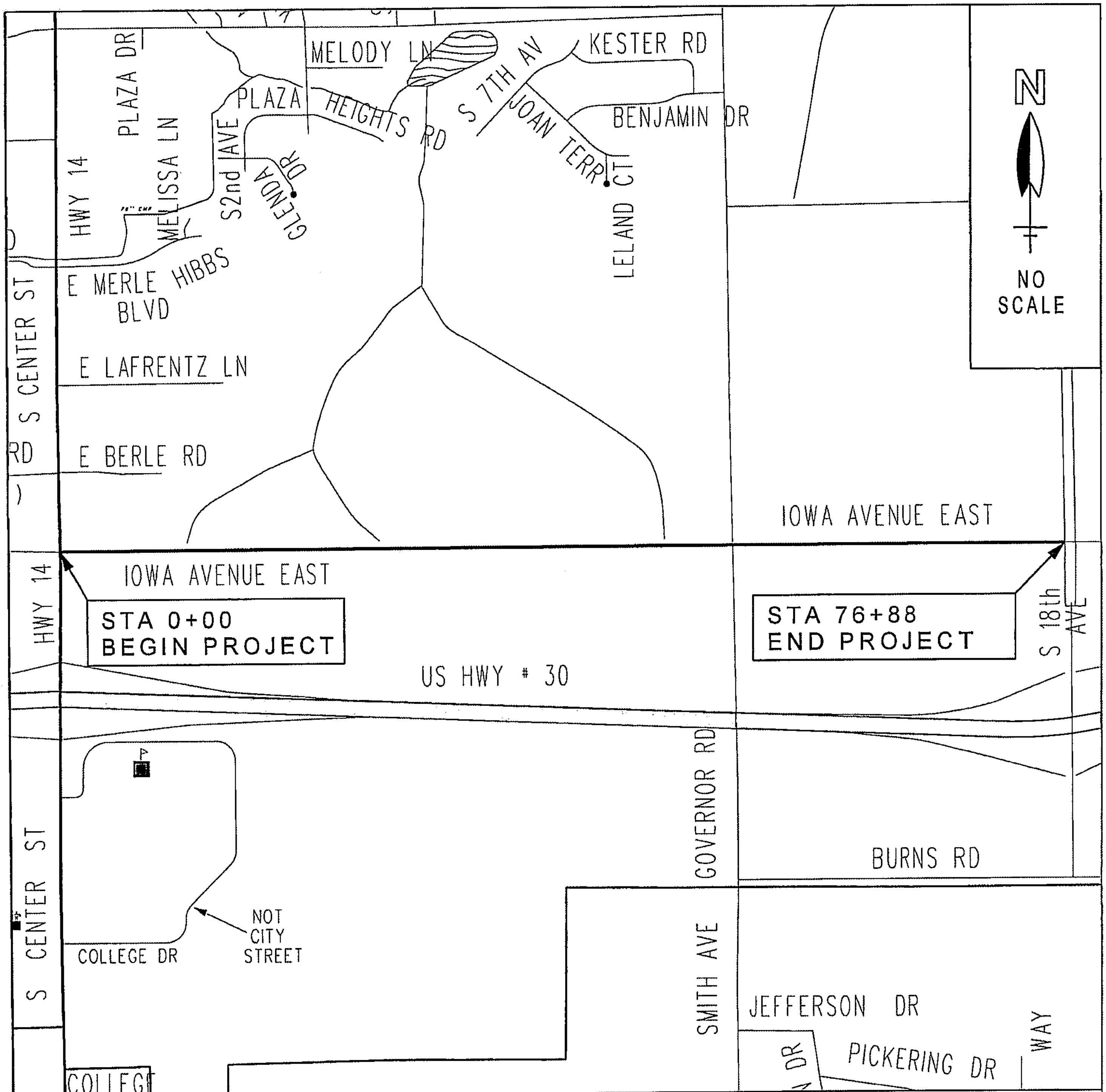
Recommendation: Staff recommends approving the agreement with the Iowa DOT.

Background: This agreement with the Iowa DOT is for the purpose of financing pavement improvements on East Iowa Avenue. The project includes milling and hot asphalt mix overlay of Iowa Avenue from South Center Street to South 18th Avenue.

Budget Impact: The City shall receive reimbursement of eligible costs up to $480,000 or 80% of eligible project costs.

Attachment: Federal Aid Agreement

cc: Randy Wetmore, City Administrator



PROJECT LOCATION

IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a Surface Transportation Program Project

Recipient: Marshalltown

Project No.: STP-U-4797(618)—70-64

Iowa DOT Agreement No.: 1-15-STPU-017

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the, City of Marshalltown, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the City Engineer.

3. The Recipient shall be responsible for the development and completion of the following described STP project:

   HMA Resurfacing with Milling on Iowa Avenue East from South Center Street to South 18th Avenue. See attached project location map.

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.

5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Region Six Planning Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.

6. If the project described in Section 3. Drops out of the Region Six Planning Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

7. The Recipient shall let the project for bids through the Department.

8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

9. It is the intent of both parties that no third party beneficiaries be created by this agreement.

10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

By______________________________ Date ____________________________, 20______

____
Title of city official

I,______________________________, certify that I am the City Clerk of Marshalltown, and

that______________________________, who signed said Agreement for and on behalf of the city was duly

authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _______

day of ______________________________, 20______.

Signed______________________________ Date ____________________________, 20______

City Clerk of Marshalltown, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By______________________________ Date ____________________________, 20______
Gregg Durbin, P.E.
Local Systems Engineer
District 1

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. **General Requirements.**

a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.

c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.

d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.

f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,

g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.

b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.

c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.

c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.

d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed $100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits; the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Recipient shall be responsible for the following:

i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.

ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department

iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.

c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.

d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertized for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.

e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:

   1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

   2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.

b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.

e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

RESOLUTION APPROVING PROPOSAL OF BDH TECHNOLOGY FOR INFORMATION TECHNOLOGY SERVICES, TWO YEAR CONTRACT

WHEREAS the City of Marshalltown, Iowa, has requested and solicited proposals for Information Technology services; and

WHEREAS the Proposal from BDH Technology 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 Proposal from BDH Technology, for Information Technology Services is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said Proposal on behalf of the City of Marshalltown, Iowa.

Section 3. This resolution shall be in full force and effect from and after its passage and signature as by law provided.

Passed this ___ day of October, 2015, and signed this _____ day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING ARCHITECTURAL SERVICES AGREEMENT WITH PROCHASKA & ASSOCIATES FOR THE POLICE AND FIRE DEPARTMENT ARCHITECTURAL AND ENGINEERING SERVICES PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 14013020 IN THE AMOUNT OF $75,000.00

WHEREAS the contract with Prochaska & Associates, for Architectural Services for plans and specifications for the construction of Police and Fire Department Architectural and Engineering Services Project and that the said contract is now before this Council for final approval.

WHEREAS Prochaska & Associates, of Omaha, NE, has executed a contract for Architectural Services and has filed its insurance certificate covering the full amount of said engineering services and that the said contract is now before this Council for final approval.

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

Section 1. That the contract for Architectural Services Agreement for the Police and Fire Department Architectural and Engineering Services Project in the amount of $75,000.00 be accepted and approved.

Passed this 26th day of October 2015, and signed this ____ day of________ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

October 6, 2015

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

From: Justin Nickel
Director of Public Works

Re: Professional Services Agreement – Prochaska and Associates for architectural services for a new Police Headquarters and Fire Station.

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds $100,000.

Recommendation: Staff recommends approving the Agreement with Prochaska for pre-bond design services for a new Police Headquarters and Fire Station.

Background: A selection committee of City staff, Council members and citizens selected Prochaska to provide architectural consulting services for this project. Staff subsequently negotiated the contract that is being recommended for approval.

Budget Impact: The Capital Improvements Program has sufficient funds included in for pre-bond design of this project.

Attachment: Agreement.

cc: Randy Wetmore, City Administrator

Project No. ____________________

CITY OF MARSHALLTOWN

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT, is between the **City of Marshalltown, Iowa** (Owner) and **Prochaska & Associates** (Architect);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Architect to perform professional services in connection with the **City of Marshalltown Police Headquarters and Fire Station,** for the furnishing of services more particularly described herein;

and,

WHEREAS, the Architect is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Architect agree to the following:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be ____________________

ARTICLE 2 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Iowa and the Code of the City of Marshalltown, Iowa.

ARTICLE 3 – SERVICES TO BE PERFORMED BY ARCHITECT

Architect shall perform the Services described in Attachment A, Scope of Services.

ARTICLE 4 – COMPENSATION

Owner shall pay Architect in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 – SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 – PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 – STANDARD CARE

Architect shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional architect under similar circumstances.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

Architect hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any or its officers, employees or elected officers arising out of Architect's negligent performance of Services under this Agreement. Architect specifically agrees that this duty to indemnify and hold harmless will apply to the following:

a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Architect, its employees, agents, or subcontractors.

b. Injury or damages or sustained by any party because of the negligence acts, errors, or omissions of the Architect, its employers, agents, or subcontractors.

Architect shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement. The insurance coverage are as follows:

(1) Commercial General Liability Insurance, with a limit of $1,000,000 for each occurrence and $2,000,000 in the general aggregate.

(2) Automobile Liability Insurance, with a limit of $1,000,000 for each accident, combined single limit for bodily injury and property damage.

(3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of $500,000 for each accident.

(4) Professional Liability Insurance, with a limit of $1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Architect shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Architect shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 – LIMITATIONS OF RESPONSIBILITY

Architect shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the various projects, (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Architect, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Architect in Attachment A, Scope of Services.

ARTICLE 11 – OPINIONS OF COST AND SCHEDULE

Since Architect has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project construction schedules, Architect's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional architect. Architect does not guarantee that proposals, bids, or actual project construction costs will not vary from Architect's cost estimates or that actual construction schedules will not vary from Architect's projected schedules.

ARTICLE 12 – REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Architect pursuant to the Agreement are instruments of service in respect to the various projects associated with this agreement. They are not intended or represented to be suitable for reuse by Owner or others on any other project. Any reuse without prior written verification or adaptation by Architect for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Architect. Any verification or adaptation requested by Owner shall entitle Architect to compensation at rates to be agreed upon by Owner and Architect.

ARTICLE 13 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by Architect as part of the Services shall become the sole property of Owner, however, that both Owner and Architect shall have the unrestricted right to their use. Architect shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Architect. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 – TERMINATION

This agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Architect. Architect shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Architect for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Architect shall be made to Architect's compensation.

ARTICLE 15 – DELAY IN PERFORMANCE

Neither Owner nor Architect shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, access, or services required to be provided by either Owner or Architect under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Architect, as set forth in Attachment E, Project Schedule which are caused by circumstances which are within its control, such delays shall be documented on the Architect's Project Performance Evaluation form. Said form shall be completed at the conclusion of various projects and acknowledged by both Owner and Architect. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Architect is delayed in the performance of Services because of delays caused by Owner, Architect shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Architect:	Donald F. Prochaska, AIA, NCARB President 11317 Chicago Circle Omaha, NE 68154
Phone:	(402) 334-0755
Owner:	Justin Nickel, P.E. Public Works Director/City Architect 24 N. Center St. Marshalltown, IA 50158 (641) 754-5734

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Architect and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Architect of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement for the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Architect. All prior and contemporaneous communications, representations, and agreements by Architect, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

ARTICLE 20 – SUCCESSORS AND ASSIGNS

Owner and Architect each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Architect shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Architect from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Architect employs independent consultants, associates, and subcontractors to assist in performance of the Services, Architect shall be solely responsible for the negligent performance or the independent consultants, associates, and subcontractors to employed.

ARTICLE 22 – THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Architect.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or make the Owner a partner, joint venturer, or associate of Architect, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

IN WITNESS WHFREOF, Owner and Architect have executed this Agreement.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Date

Prochaska & Associates

Donald F. Prochaska, AIA, NCARB, President

EXEC. VICE PRES.

ATTEST: STEVEN A. RILEY

ATTACHMENT A
SCOPE OF SERVICES

The Scope of Work for Phase 1 is to evaluate multiple options to determine the feasibility of renovating or constructing a new Police Headquarters and Fire Station, either on individual sites or co-located in a joint-use facility. Phase 1 will also analyze potential sites for these facilities.

Phase 1 will provide the City with a review of feasible Police and Fire facility options, a recommended "best" option and budgets for feasible options. At the conclusion of Phase 1, the City of Marshalltown will have the information necessary to make a "go, or no-go" decision to proceed with a bond referendum.

We propose to furnish the following Phase 1 Pre-Bond Referendum Services:

1. Gather site and floor plan blueprints of the existing facilities, if available.
2. Review all previous consultant feasibility studies, evaluations of the existing facilities, inspection reports, and other previously developed information.
3. Tour the existing facilities with our team of architects and Architects, especially as it relates to the option of renovating and expanding the current Police headquarters and Fire Station.
4. Investigate the various sites being considered by the City for the facilities.
5. Work with Police and Fire command personnel, Dispatch staff, other City staff plus the Advisory Committee to review the previously completed Space Programming for the facilities, and confirm or revise the program elements as necessary.
6. Based on these revised Programs, update the square footage allocation for all proposed Police and Fire Station functions.
7. Using the updated Programs, develop preliminary concepts for the following four options:
    A. Build a new Police Headquarters on a Greenfield site, or by renovating and/or expanding a feasible existing building.
    B. Build a new Fire Station on a Greenfield site, or by renovating and/or expanding a feasible existing building, including the current Fire Station site.
    C. Build a new joint-use Police and Fire Headquarters on a Greenfield site.
    D. Build separate facilities on a Greenfield site, in a campus type setting
8. Develop Project Budgets for each feasible option, including Construction ("hard") costs and Miscellaneous Overhead ("soft") costs, no later than May 10, 2016.
9. Assist the Public Advisory Committee, City staff and Police and Fire command personnel with determining which of the options are the best long-term, financially feasible and code compliant solutions to Marshalltown's needs.
10. Provide monthly progress presentations to the City Council for the duration of Phase 1.
11. Prepare graphics and other promotional materials as needed to communicate the recommended option(s) and costs to City of Marshalltown.
12. Assist the City with education materials relating to the proposed solutions for the public prior to bond referendum. Attend associated public meetings as needed.

ATTACMENT B
COMPENSATION

We propose to work on an hourly basis for these Phase 1 Pre-Bond Referendum Services. We anticipate our fees not to exceed $25,000 for each of the four steps:

- Develop Police Headquarters Concepts: $25,000
- Develop Main Fire Station Concepts: $25,000
- Develop Joint-Use Concept:... $10,000
- Assist with Bond Campaign:.. $15,000
- Total:... $75,000

Reimbursables are estimated to be approximately $7,500.

Project services or changes in Scope beyond those listed above would be at the City's discretion and billed on an hourly basis as an Additional Service.

It is understood that fees for Phase 2 Post-Bond Design & Construction Services would be negotiated with the City, contingent upon the success of the bond referendum.

ATTACHMENT C
OWNERS RESPONSIBILITES

Owner will provide Prochaska & Associates with available existing facility plans, previous facility studies, site survey data for existing as well as proposed new sites, and other relevant information as requested.

Examine documents submitted by the Architect and render decisions promptly to prevent delay to the Architect.

Designate one City of Marshalltown employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Architect's services.

ATTACHMENT D
SUPPLEMENTAL AGREEMENTS

ATTACHMENT E
PROJECT SCHEDULE

The architect will develop and deliver Project Budgets for each feasible option, including Construction ("hard") costs and Miscellaneous Overhead ("soft") costs, as well as other deliverables, no later than May 10, 2016.

A project schedule will be developed and adjusted as work progresses.

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 18TH AVENUE IMPROVEMENTS PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 76015011 IN THE AMOUNT OF $148,883.55

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the South 18th Avenue Improvements Project, being Project No.76015011, 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
BOULDER CONTRACTING GRUNDY CENTER IA	$148,883.55
CON-STRUCT INC. MARSHALLTOWN IA	$153,773.00
ABSOLUTE CONCRETE SLATER IA	$173,786.20
BRYCON, LLC MARSHALLTOWN IA	$187,000.00

After consideration of all bids filed, there was determined by the Council that the bid of Boulder Contracting 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 Boulder Contracting, 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 of One hundred forty eight thousand eight hundred eighty three and .55/100========($148,883.55) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

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

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

Passed this 12th day of October 2015, and signed this _____ day of October 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

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

DEPARTMENT OF PUBLIC WORKS

May 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Boulder Contracting LLC for South 18th Ave Improvements Project (760150011) amount of $148,883.55.

Policy Issue: City policy requires Governing Body approval of Agreements when consideration exceeds $36,000.

Recommendation: Staff recommends awarding the construction contract to Boulder Contracting LLC for the South 18th Ave Improvements project for an amount equal to $148,883.55. The Engineers Estimate of probable cost was $138,920.50.

Background: Construction includes installation of northbound turn lanes along18th Avenue.

Budget Impact: This project will be funded with RISE grant monies and the remainder to be paid by the developer.

Attachment: Bid Tab.

cc: Randy Wetmore, City Administrator

Bid Tabulation
South 18th Avenue Improvements (Menards) - 76015011
Marshalltown, Iowa Bid Date: October 6, 2015

Bidder / Address / Check or Bid Bond				Engineer's Opinion of Probable Construction Cost		Boulder Contracting, 25789 N. Ave., Grundy Center, IA 50638, Bid Bond		Con-Struct, Inc., 1710 Main Street, Marshalltown, IA 50158, Bid Bond		Absolute Concrete, 505 1st Avenue, Slater, IA 50244, Bid Bond		Brycon, LLC, 911 N. Center Street, Marshalltown, IA 50158, Bid Bond	
Item #	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.01	Mobilization	1	LS	$5,000.00	$5,000.00	$7,750.00	$7,750.00	$8,000.00	$8,000.00	$30,800.00	$30,800.00	$26,224.00	$26,224.00
1.02	Construction Survey	1	LS	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00
1.03	Traffic Control	1	LS	$5,000.00	$5,000.00	$5,435.00	$5,435.00	$7,000.00	$7,000.00	$3,200.00	$3,200.00	$3,200.00	$3,200.00
1.04	Pavement Striping	950	LF	$2.15	$2,042.50	$1.35	$1,282.50	$1.50	$1,425.00	$2.55	$2,422.50	$3.00	$2,850.00
1.05	Pavement Striping Removal	1	LS	$500.00	$500.00	$1,120.00	$1,120.00	$600.00	$600.00	$950.00	$950.00	$1,000.00	$1,000.00
2.01	Topsoil, Strip, Salvage, & Respread	400	CY	$8.00	$3,200.00	$9.15	$3,660.00	$10.00	$4,000.00	$9.00	$3,600.00	$25.00	$10,000.00
2.02	Excavation, Class 10 Roadway & Borrow	741.3	CY	$10.00	$7,413.00	$19.50	$14,455.35	$10.00	$7,413.00	$19.00	$14,084.70	$20.00	$14,826.00
4.01	Storm Sewer Pipe, RCP, 18" Dia.	122	LF	$60.00	$7,320.00	$52.85	$6,447.70	$65.00	$7,930.00	$52.00	$6,344.00	$125.00	$15,250.00
4.02	Storm Sewer Pipe Apron, RCP, 18"	4	EA	$1,000.00	$4,000.00	$381.00	$1,524.00	$1,500.00	$6,000.00	$375.00	$1,500.00	$1,600.00	$6,400.00
7.01	Subgrade Preparation, 12"	1,260	SY	$4.00	$5,040.00	$2.00	$2,520.00	$2.00	$2,520.00	$2.00	$2,520.00	$2.50	$3,150.00
7.02	Modified Subbase, 6"	1,260	SY	$8.00	$10,080.00	$6.65	$8,379.00	$11.00	$13,860.00	$6.50	$8,190.00	$15.00	$18,900.00
7.03	PCC Paving, 8"	1,300	SY	$55.00	$71,500.00	$62.50	$81,250.00	$57.00	$74,100.00	$65.00	$84,500.00	$55.00	$71,500.00
7.04	Granular Shoulder, 8"	500	SY	$23.00	$11,500.00	$10.00	$5,000.00	$15.00	$7,500.00	$9.75	$4,875.00	$9.00	$4,500.00
9.01	Seeding, Mulching, & Fertilizing, Type 1	0.5	AC	$3,000.00	$1,500.00	$6,600.00	$3,300.00	$11,000.00	$5,500.00	$10,000.00	$5,000.00	$8,000.00	$4,000.00
9.02	Silt Fence, Installation	700	LF	$2.00	$1,400.00	$3.20	$2,240.00	$3.75	$2,625.00	$2.00	$1,400.00	$2.50	$1,750.00
9.03	Silt Fence, Clean Out	700	LF	$1.00	$700.00	$1.00	$700.00	$2.00	$1,400.00	$1.00	$700.00	$0.50	$350.00
9.04	Silt Fence Removal	700	LF	$1.00	$700.00	$1.85	$1,295.00	$2.00	$1,400.00	$1.00	$700.00	$0.50	$350.00
9.05	Erosion Stone	5	TON	$45.00	$225.00	$105.00	$525.00	$100.00	$500.00	$100.00	$500.00	$150.00	$750.00
	BID TOTAL				**$138,920.50**		**$148,883.55**		**$153,773.00**		**$173,786.20**		**$187,000.00**

LICENSED PROFESSIONAL ENGINEER
MARK A. CRAWFORD
16505
IOWA

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED ON OCTOBER 6, 2015 FOR THE SOUTH 18TH AVENUE IMPROVEMENTS (MENARDS) PROJECT, CITY OF MARSHALLTOWN, IOWA

Mark A. Crawford, P.E. License No. 16505 DATE: 10/6/2015

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE SOUTH 18TH AVE IMPROVEMENTS PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015011
IN THE AMOUNT OF $148,883.55

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Boulder Contracting of Grundy Center, IA, for construction of the South 18th Ave Improvements Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Boulder Contracting of Grundy Center, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Boulder Contracting duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 76015011, the South 18th Ave Improvements Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 12th day of October 2015, and signed this _____ day of ____________ 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Hearing on 2015-A Amendment to Urban Renewal Plan for Marshalltown Urban Renewal Area No. 3

I, Kenna Jo Lanbertsen, 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" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
September 23, 2015

Statutory fees for publishing said notice are:
19.36

Kenna Jo Lambertsen

Sworn to before me and subscribed in my presence by the said Kenna Jo Lanbertsen this Twenty-Third Day of Sept., 2015

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

PUBLIC NOTICE

NOTICE OF HEARING ON 2015-A AMENDMENT TO URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 12th day of October, 2015, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 to include a new urban renewal project related to a proposed economic development agreement between the City and Teamwork 1 - LLC, in connection with the development of a facility to be used by Bobcat Academy, pursuant to which the City would rebate a portion of the incremental property taxes to be paid for a period of six years, in a maximum amount not to exceed $125,000.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Shari Coughenour
City Clerk
---------19907

RESOLUTION NO.______

A resolution to approve 2015-A Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has created the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area") and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project or adds new property, a city must amend the existing urban renewal plan to include that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Teamwork-1, LLC (the "Developer") and Bobcat Academy, in connection with the development of a facility to be used by Bobcat Academy, pursuant to which the City would rebate 50% of the incremental property taxes to be paid by the Developer for a period of six years, in an amount not to exceed $125,000; and

WHEREAS, notice of a public hearing by the City Council of the City on the proposed urban renewal plan amendment for the Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan amendment were sent to Marshall County and the Marshalltown Community School District; the consultation meeting was held and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

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

Section 1. It is hereby determined by this City Council as follows:

A. The 2015-A Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 conforms to the general plan of the City.

B. The project described in the 2015-A Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. The 2015-A Amendment to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3, attached hereto and made a part hereof, is hereby in all respects approved.

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

Passed and approved October 8, 2015.

Mayor

Attest:

City Clerk

CITY OF MARSHALLTOWN, IOWA
MARSHALLTOWN URBAN RENEWAL AREA NO. 3

2015-A AMENDMENT
URBAN RENEWAL PLAN

October, 2015

The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area") is hereby amended in accordance with the provisions of Chapter 403 of the Code of Iowa, to give information about an urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

The project involves the use of incremental property tax revenue as part of a proposed economic development agreement between the City, Teamwork-1, LLC and Bobcat Academy, in connection with the development of a facility in the Urban Renewal Area to be used by Bobcat Academy. Tax increment rebate payments would be made to the developer for a maximum of six years, in a maximum amount of $125,000.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	$28,370,000
Constitutional debt limit of the City:	$65,500,000
Proposed debt to be incurred in Urban Renewal Area:	$125,000

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Hearing on Development Agreement with Teamwork – 1,LLC. And the Bobcat Academy

I, Kenna Jo Lanbertsen, 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" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:

September 29, 2015

Statutory fees for publishing said notice are:

24.31

Kenna Jo Lambertsen

Sworn to before me and subscribed in my presence by the said Kenna Jo Lanbertsen this Twenty-Ninth Day of Sept., 2015

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

PUBLIC NOTICE

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH TEAMWORK - 1,LLC. AND THE BOBCAT ACADEMY

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers, in the City, on the 12th day of October, 2015, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a Development Agreement between the City, Teamwork - 1, LLC. and the Bobcat Academy in connection with the development of a facility to be used by Bobcat Academy, which provides for certain incentives in the form of economic development payments in a total amount not exceeding $125,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Teamwork - 1, LLC., and leased to Bobcat Academy, located within the Marshalltown Urban Renewal Area No. 3.

At the meeting, the Council will receive oral or written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.
Shari Coughenour
City Clerk
19959

RESOLUTION_____

Approving Development Agreement with Teamwork-1, LLC and Bobcat Academy, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, an agreement between the City, Teamwork-1, LLC (the "Developer") and Bobcat Academy has been prepared (the "Agreement"), pursuant to which the Developer would prepare a facility in the Urban Renewal Area to be used by Bobcat Academy (the "Bobcat Academy Project") and the City would provide tax increment payments in a total amount not exceeding $125,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 12, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

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

(b) The Bobcat Academy Project will generate public gains and benefits, particularly in the creation of new jobs and in the provision of learning programs for children, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the property tax payments to Teamwork-1, LLC.

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

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

Lots 1, 2, 3 and 4 in Block 1 in Future 1st Addition to Marshall, Marshall County, Iowa

(the "Bobcat Academy Subfund").

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

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

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

Passed and approved this 12th day of October, 2015.

____
Mayor

Attest:

____
City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City"), Teamwork-1, LLC (the "Developer") and the Bobcat Academy (the "Academy") as of the _____ day of _________________, 2015.

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

WHEREAS, the Developer owns certain real property in the Urban Renewal Area which is known as 1910 South Center Street and is described as follows:

Lots 1, 2, 3, and 4 in Block 1 in Future 1st Addition to Marshall, Marshall County, Iowa

(the "Property"); and

WHEREAS, the Developer will develop a facility on the Property that will be leased to and used by the Academy (the "Project"); and

WHEREAS, the Developer's lease with the Academy will require the Academy to pay, as part of its lease payments, the amount of property taxes that are levied against the Property; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees to develop and maintain the facility and to lease certain space to the Academy throughout the term of this Agreement.

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

3. The Developer agrees to remit to the Academy the amount of each Payment (as defined herein) the Developer receives from the City.

B. Academy's Covenants

1. The Academy agrees, as part of its provision of learning programs for children, to create what are known as "Experience Rooms," which will be set up in a fashion similar to a

children's museum with many centers and developmentally appropriate spaces for children of all ages. These rooms, along with a large motor room, playground and a commons space, will be available for the families of the Marshalltown community for open play and scheduled events throughout the year. Events may include open access time, scheduled evening events, summer learning programs and other access opportunities for the general public. The Academy anticipates that the three-room portion of the facility in which these learning opportunities will be conducted will be approximately 4300 square feet, and that an outdoor area will also be provided of approximately 2475 square feet.

2. The Academy agrees to create, within the first 24 months of operation, and to retain throughout the term of this Agreement, at least 5 new full-time equivalent jobs.

B. <u>City's Obligations</u>

1. In recognition of the Developer's covenants and the Academy's covenants set out above, and subject to the Developer and the Academy remaining in compliance with those covenants, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed $125,000.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on the first December 1 for which incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of January 1, 2016 (the "Incremental Property Tax Revenues"), and continuing for a total of six fiscal years, or until such earlier time at which Payments equal to $125,000 have been made. For example, if the increase in incremental valuation added by the Project is shown on the Marshall County tax rolls as of January 1, 2017, the first Payment will be made on December 1, 2018.

The amount of each Payment shall be equal to a percentage of the amount of Incremental Property Tax Revenues received by the City each year with respect to the incremental valuation added by the Project during the six months immediately preceding each Payment date, calculated in accordance with the following schedule:

Year One: 90%

Year Two: 90%

Year Three: 90%

Year Four: 75%

Year Five: 60%

Year Six: 45%

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

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

The City agrees to make the required certification to the Marshall County Auditor with respect to the qualification of the Payments in the amount of $125,000 as debt payable from incremental property tax revenues under this Agreement.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by any party without the express permission of each of the other parties.

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

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

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

CITY OF MARSHALLTOWN, IOWA

By: ______________________
Mayor

Attest:

____
City Clerk

TEAMWORK-1, LLC

By: ______________________

BOBCAT ACADEMY

By: ______________________

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown The Council will meet on Oct 12th to enter into a loan agreement for the purposes of paying the cost, to that extent of constructing street and related improvements and financing a program for the removal of dilapidated and dangerous buildings.

I, Kenna Jo Lanbertsen, 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" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
September 29, 2015

Statutory fees for publishing said notice are:
22.66

Kenna Jo Lambertsen

Sworn to before me and subscribed in my presence by the said Kenna Jo Lanbertsen this Twenty-Ninth Day of Sept., 2015

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

PUBLIC NOTICE

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A GENERAL OBLIGATION CORPORATE PURPOSE LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,000,000

The City Council of the City of Marshalltown, Iowa, will meet on the 12th day of October, 2015, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a public hearing on a proposal to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed $2,000,000, for the purposes of paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated and dangerous buildings.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City. At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.
Shari Coughenour
City Clerk
—19958

RESOLUTION NO. _______

Approving preliminary official statement for $2,000,000 General Obligation Corporate Purpose Bonds, Series 2015

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, has heretofore proposed to enter into a General Obligation Loan Agreement (the "Loan Agreement") in a principal amount not to exceed $2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of financing the construction of street and related improvements and a program for the removal of dilapidated and dangerous buildings, and has published notice of the proposed action and has held a hearing thereon; and

WHEREAS, the City intends to enter into the Loan Agreement and to issue General Obligation Corporate Purpose Bonds in an amount not to exceed $2,000,000 (the "Bonds"); and

WHEREAS, a preliminary official statement (the "Preliminary Official Statement") has been prepared on connection with the sale of the Bonds, and it is now necessary to make provision for the approval of the Preliminary Official Statement and to authorize its use by Speer Financial, Inc., the City's financial advisor;

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

Section 1. The Council hereby expresses its intent to enter into the Loan Agreement and issue the Bonds in the future and further declares that this resolution shall constitute the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. The use by Speer Financial, Inc. of the Preliminary Official Statement relating to the Bonds, in substantially the form as has been presented to and considered by the City Council, is hereby approved, and Speer Financial, Inc. is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the Preliminary Official Statement, but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The Preliminary Official Statement as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

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

Passed and approved October 12, 2015.

____

Mayor

Attest:

____

City Clerk

• • • •

On motion and vote, the meeting adjourned.

____

Mayor

Attest:

____

City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE SOUTH EAST SOUTH STREET EXTENSION PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 66013008

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the South East South Street Extension, Project No. 66013008, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 66013008, being the South East South Street Extension in the city of Marshalltown, Iowa.

Passed this 12th day of October, 2015, and signed this ________ day of October 2015.

CITY OF MARSHALLTOWN

____

James L. Lowrance, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss:

City of Marshalltown
Official Notice of Hearing and Letting for Project # 66013008 for the SE South Street Extension Project

I, Kenna Jo Lanbertsen, 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" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:

September 29, 2015

Statutory fees for publishing said notice are:
118.66

Kenna Jo Lambertsen

Sworn to before me and subscribed in my presence by the said Kenna Jo Lanbertsen this Twenty-Ninth Day of Sept., 2015

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

PUBLIC NOTICE

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING.

SE South Street Extension- Marshalltown, Iowa

CITY OF MARSHALLTOWN PROJECT NO. 66013008

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE SE South Street Extension PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of October, 2015, in the Council Chambers, 10 W. 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. 66013008, the SE South Street Extension Project 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.

Sealed proposals for the construction of the SE South Street Extension Project as described in the plans and specifications for Project No. 66013008 will be received before 10:00 A.M. local time, on the 2nd day of November, 2015 , in the office of the City Clerk, 24 N. Center Street, Marshalltown, Iowa, and will be opened, read, and tabulated by the City Engineer or his designate at that time, and will be acted upon by the Marshalltown City Council at a meeting to be held in the Council Chambers on the 9th day of November, 2015, or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the SE South Street Extension Project in Marshalltown, Iowa as shown in the plans and specifications for Project No. 66013008, the SE South Street Extension Project:

Construction of approximately 2000 linear feet of 31' wide public street with storm sewer, water main extension, and sidewalk construction.

All work is to be done in strict compliance with the Plans and Specifications for said Project No. 66013008 as proposed by the City Engineer. City of Marshalltown, Iowa will be the Owner of the above described project.

A Notice to Proceed will be issued to the Contractor within 5 (five) days of the approval of the construction contract, and the Contractor is expected to begin work by May 1, 2016. The Project shall be required to be completed within 90 Calendar Days from either the start of construction or May 1, 2016, whichever is earlier.

The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City according to the following schedule:

Contract Amount
Substantial Completion Liquidated Damages Final Completion Liquidated Damages

$0 to $25,000 $75.00 $75.00
$25,001 to $50,000 $125.00 $75.00
$50,001 to $100,000 $200.00 $100.00
$100,001 to $500,000 $400.00 $200.00
$500,001 to $1,000,000 $600.00 $300.00
$1,000,001 to $2,000,000 $925.00 $400.00
$2,000,001 to $5,000,000 $1,375.00 $500.00
$5,000,001 to $10,000,000 $2,000.00 $1,000.00
$10,000,001 and up $3,000.00 $1,500.00

All proposals shall be made upon the official bidding blanks furnished by the Owner and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Owner, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount of ten percent (10%) of the total amount of the bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Owner. The bid shall contain no condition except as provided in the specifications.

Payment to the Contractor will be paid from cash on hand from such sources as may be legally available. Said payment to the Contractor will be made by the Owner in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled Marshalltown City Council meeting, subject to the approval of the City Engineer, who will certify to the Owner for payment of each approved estimate. Final payment will be made thirty-one (31) days after completion and acceptance by resolution of the City of Marshalltown of the completed contract in accord with Iowa Code Chapters 26 and 573. No such partial or final payment will be due until the Contractor has certified to the City of Marshalltown, Iowa that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

The Contractor shall file with the contract a corporate surety bond acceptable to the Owner and providing for maintenance of the improvements for not less than four years from and after acceptance of the project.

Plans, specifications and p roposed contract documents may be examined at the office of the City Clerk, Marshalltown, Iowa.

Copies of the plans and specifications for this project can be downloaded at no charge from www.cgaconsultants.com or a printed copy can be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, IA 50312 or by phone at 515-244-1611. A $50 refundable deposit is required for all printed plan sets and specifications. This fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

The City of Marshalltown reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 60 days of opening same.

CITY OF MARSHALLTOWN, IOWA

By
Shari L. Coughenour, CMC, City Clerk
———————-19957

the City of Marshalltown
POLICE DEPARTMENT

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

Date: October 2, 2015

To: Chief Michael Tupper

From: Captain Christopher Jones

Subject: FY 2015 Detective Vehicle Purchase

For FY 2015-2016 the police department has been granted $20,000.00 in CIP funding to purchase a police vehicle for our Detective Division. This purchase also includes all related equipment. The following vehicle has been recommended for replacement: 2006 Pontiac Grand Prix (110,087 miles).

Staff members have viewed and test driven several different vehicles. All dealers have been local vendors, Jensen Ford in Marshalltown, Luethje Auto in Marshalltown, and Ken Wise Dodge in Marshalltown.

After reviewing a variety of models, our staff recommends a charcoal gray 2011 4.0 liter V-6 Dodge Nitro 4x4 (42,153 miles) from Ken Wise Dodge/Chrysler. The vehicle handled well and staff has been very happy with the Dodge Nitro we currently share with our city's Housing in Community Development Department. Public Works staff has evaluated the recommended vehicle and explained that the SUV was very clean and well maintained. This vehicle would provide adequate room for storage and seating, which has been a concern regarding our 2006 Pontiac Grand Prix.

It is my recommendation that the police department purchase a 2011 Dodge Nitro from Ken Wise Dodge/Chrysler for $15,700 (minus tax, title, and license fees) after receiving $1,000 for on our 2006 Pontiac Grand Prix on trade-in. The $1,000 trade-in value for our Pontiac was a consistent figure given by all dealers we spoke with.

In addition to the purchase price, equipment will need to be acquired or reinstalled in the new vehicle (e.g. interior emergency lighting, radio and siren). Functional equipment currently installed in our 2006 Pontiac will be utilized first, but new equipment will need to be purchased. The estimated cost of removal, equipment purchase and installation will not exceed ($3000.00). This would bring our vehicle project's total cost to **$18,700 (minus the tax, title, and license fees).** Well below our $20,000 CIP budget. If you have any questions or concerns about this issue, please let me know.

Thank-you for your consideration,

Captain Christopher Jones

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 S 7TH AVE REPAIR PROJECT NUMBER 76015013
AN INCREASE OF 1,809.80

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., of Marshalltown, IA, for the labor and material for the 2015 S. 7th Ave Repair, Project 76015013; and

WHEREAS An increase is requested to adjust for final quantities to successfully complete the project for the 2015 S 7th Ave Repair Project in the amount of $1,809.80.

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

Section1. That the contract Change Order #1 for the 2015 S. 7th Ave Repair Project 76015013, in the increased amount of $1,809.80 is hereby accepted and approved.

Passed this 26th day of October, 2015, and signed this _____ day of __________ 20___ .

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: CON-STRUCT, INC.
1710 E. MAIN STREET
MARSHALLTOWN, IOWA
50158

PROJECT: 2015 S 7TH AVENUE REPAIR

SUBJECT: CHANGE ORDER #1
FINAL QUANTITIES

PROJECT NUMBER 76015013

DATE: October 5, 2015

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS AS BELOW:
7001) CONTRACT ITEM 1: Increase the amount of Excavation, Class 13 by 18.0 cubic yards.
7002) CONTRACT ITEM 2: Increase the amount of TriAx Geogrid Fabric by 22.0 square yards.
7003) CONTRACT ITEM 4: Increase the amount of 8" of Choke Stone Subbase by 62.4 square yards.
7004) CONTRACT ITEM 4: Increase the amount of HMA; 3", 3/4" Base Mix & 2", 1/2" Surface Mix and Asphalt Binder, PG 64-22 by 22.0 square yards.

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS AS BELOW:
7001) CONTRACT ITEM 1: Quantity adjustment based on actual work complete for this bid item.
7002) CONTRACT ITEM 2: Quantity adjustment based on actual work complete for this bid item.
7003) CONTRACT ITEM 4: Quantity adjustment based on actual work complete for this bid item.
7004) CONTRACT ITEM 4: Quantity adjustment based on actual work complete for this bid item.

Original Contract Price:	$ 58,100.00
Change Order #1 Net Value:	$ 1,809.80
Final Contract Price:	**$ 59,909.80**

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: CON-STRUCT, INC.

BY: [signature]

DATE: 10/5/15

CITY ENGR: [signature]

DATE: 10/6/15

PROJECT ENGR:

DATE:

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH CON-STRUCT, INC.,
IN THE AMOUNT OF $59,909.80 FOR CONSTRUCTION OF THE
2015 S. 7TH AVE REPAIR PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015013

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Project.

WHEREAS, said project has been completed by Con-Struct, Inc., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2015 S. 7th Ave Repair Project, being project number 76015013, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $59,909.80.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc., including the payment of the items called for in said contract and approved for final payment.

Passed this 26th day of October, 2015 and signed this _____day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: CON-STRUCT, INC. PROJECT NO.: 76015013

ADDRESS: 1710 E. Main Street, Marshalltown, IA. 50158

SURETY: Merchants Bonding Company

ADDRESS: 2100 Fleur Dr. Des Moines, IA. 50321

KIND OF WORK: Asphalt Street Repair

CONTRACT COMPLETION DATE: September 30, 2015

This is to certify that the work covered by the contract with Con-Struct, Inc.

On the above project, let August 10, 2015 and dated August 27, 2015 with an original contract amount of $58,100.00 consisting of 2015 S 7th Avenue Repair Project and located in the City of Marshalltown was completed on the 30th day of September, 2015 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $59,909.80 Liquidated Damages: None

Retainage less the liquidated damages: None

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 10/6/15

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: ______________________________

James L. Lowrance, Mayor

Attest: ______________________________

Shari L. Coughenour, CMC, City Clerk

#2015-

RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF.

WHEREAS a list of surplus equipment follows in Section 1 which is surplus property; and

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

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

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

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

A. 1995 Chevy S10, approx. mileage 71,000

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

Passed this __ day of October, 2015, and signed this __ day of October, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARSHALLTOWN AND HARDIN COUNTY RELATING TO THE DEVELOPMENT OF THE IOWA RIVER TRAIL

Whereas the City of Marshalltown and Hardin County (hereinafter referred to as "Owners") as owners of the 34 mile rail trail between Marshalltown and about County Highway S56 desire to coordinate efforts to develop and maintain the resource, and

Whereas the owners desire to establish a board to coordinate development and maintenance related functions.

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

This joint service agreement be made and entered into by the City Council of Marshalltown and the Hardin County Board of Supervisors.

Passed this 26th day of October 2015, and signed this ____ day of October 2015.

CITY OF MARSHALLTOWN, IOWA

____
James L. Lowrance, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

TO: Mayor, Council, and City Administrator

FROM: Terry Gray, Parks & Recreation

SUBJECT: Iowa River Trail MOU Hardin/Marshall

DATE: October 6, 2015

A joint committee of TRAILS, Inc. board members and Hardin County Trails Commission has been formed. This group, the Iowa River Trail Board, meets monthly to coordinate the development of the Iowa River Trail (IRT). In an effort to define the roles of the separate entities and the involvement of the Iowa Natural Heritage Foundation, a Memorandum of Understanding (MOU) between the City of Marshalltown and Hardin County, has been formulated. This document establishes some rules for the cooperation between the TRAILS, Inc. and the Hardin County Trails Commission, both of which are authorized by the owners of the IRT corridor.

This MOU has been reviewed by Marshalltown's city attorney and the Hardin County's attorney. It is anticipated that that Hardin County Supervisors will accept this MOU at its next meeting and it is hoped that the Marshalltown City Council will accept this MOU at the October 26, 2015, meeting.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MARSHALLTOWN AND
HARDIN COUNTY FOR DEVELOPMENT AND MAINTENANCE OF THE IOWA RIVER TRAIL

Whereas the City of Marshalltown and Hardin County (hereinafter referred to as "Owners") as owners of the 34 mile rail trail between Marshalltown and about County Highway S56 desire to coordinate efforts to develop and maintain the resource, and

Whereas the owners desire to establish a board to coordinate development and maintenance related functions.

Now, This Joint Service Agreement is made and entered into, by and between the City Council of the City of Marshalltown and the Hardin County Board of Supervisors:

1. The City of Marshalltown will own approximately 12 miles of rail trail in Marshall County and Hardin County will own about 22 miles of trail in Hardin County.
2. Trail maintenance will be the responsibility of Trail Resources and Iowa Land Stewards, Inc. (TRAILS Inc.) in Marshall County and the Hardin County Trails Commission in Hardin County.
3. The project will consist of developing the 34 mile rail trail, repair and reconstruction of bridges and other activities deemed desirable and necessary to the successful development and maintenance of the recreational trail.
4. The recreational trail shall be hereinafter referred to as the **Iowa River Trail**.
5. The Iowa Natural Heritage Foundation shall serve as fiscal agent for private contributions and non-governmental grants to this project. Donors may contribute directly to INHF for Iowa River Trail. Donors may also contribute to TRAILS Inc. or Hardin County Trails Commission for the project; when they do, TRAILS Inc. and Hardin County Trails Commission will forward those private funds promptly to INHF for management on behalf of the project. INHF shall handle these restricted project funds according to professional accounting standards and provide monthly project accounting reports to the Iowa River Trails Board. Donations with further restrictions (i.e. geographic, maintenance vs construction, etc.) will be tracked by INHF to ensure their proper use in accord with the donor's intent. Payments from non-geographically restricted funds must be authorized by the Iowa River Trail Board and will be made by INHF from these restricted trail funds. Payments may be for construction, maintenance or other project expenses. Payments from geographically restricted funds must by authorized solely by the agency (TRAILS, Inc. in Marshall County and the Hardin County Trails Commission in Hardin County) responsible for the trail segment in said geographical area.
6. All state and federal grant sources will go to one of the Owners - City of Marshalltown or Hardin County. 100% of these funds will be used for Iowa River Trail construction and/or maintenance, as permitted under the funding agreement.
7. There shall be an Iowa River Trail Board of Directors (hereinafter referred to as "Board"). The powers of the Board include:
    a. Recommend to the Owners a consulting engineer for specific defined projects;
    b. Recommend to the owners goals for the corridor;
    c. Approve Iowa River Trail project budgets and expenditures for unrestricted funds;
    d. Coordinate funding and fundraising strategies, and approve intentions of municipal or nonprofit entities to proceed with fund raising and construction of different phases;
    e. Trail surface types shall be recommended by the Iowa River Trail Board approved by Owners;

f. Recommend state and federal sourced funding applications for different trail segments to the owners – no funding applications shall be submitted by any local government or group without the recommendation of the Board;
g. Coordinate publicity, media and marketing regarding the project, the corridor and fundraising;
h. Recommend non-motorized and motorized use policies of the trail and any associated policies to the owners;
i. Appoint Iowa River Trail Board committees or subcommittees;
j. The officers of Iowa River Trail Board shall be two Co-chairs, Secretary, and Treasurer;
k. Recommend policies about how the corridor is used and access across it to the owners;
l. Recommend which owner (City of Marshalltown or Hardin County) shall take the lead construction or engineering contracting, financial contract payment, grant responsibility on different construction and/or maintenance projects;
m. Establish trail maintenance policies to be carried out by the Hardin County Trails Commission and by TRAILS, Inc.;
n. Provide minutes, and financials to owners upon request; and
o. Recommend how joint grant funds are used.

8. The following shall be members of the Board: City of Marshalltown appointee, Hardin County appointee, the Iowa Natural Heritage Foundation designated member, a Region 6 representative, 3 members appointed by TRAILS Inc., and 3 members appointed by Hardin County Trail Commission. A quorum of the Board shall be six members and must consist of at least two members representing Marshalltown or TRAILS, Inc., two members representing Hardin County Trails Commission and the Iowa Natural Heritage Foundation representative. Conference call participation is acceptable. At least a 60% affirmative vote of the quorum is required for approval action on any business items.
9. All Iowa River Trail Board meetings shall be rotated between Marshall County and Hardin County, at locations that are ADA accessible and available for the public.
10. The Iowa River Trail Board shall meet at least annually and as often as necessary. There shall be one annual meeting where officers are elected. The annual meeting of the Board will be held prior to May 1 of each calendar year. There shall be at least a seven-day notice for the annual meeting. The board co-chairs shall indicate when and where the annual meeting is held. The annual meeting shall be in Marshalltown one year, next year in Hardin County, and continue with this rotating schedule. The board co-chairs shall determine other meetings as needed throughout the year. Notice for the meetings shall follow the Iowa Open Meetings Law. The Iowa River Trail Board Officers must be members of the Iowa River Trail Board and will be elected by other board members at the annual meeting. With the consent of the Board Co-chairs the INHF representative shall conduct meetings and appoint a stand-in when unavailable and will serve as board treasurer. Region 6 Planning Commission will serve as board secretary.
11. All meetings of the Board will be conducted in accordance with the Iowa Open Meetings Law. Meeting minutes and agendas will be sent to Hardin County and City of Marshalltown. The meeting agenda will be distributed at least 4 business days prior to a meeting. No action can be taken on business items that were not included in the agenda unless such actions would reasonably be considered a matter of individual ownership.
12. Board members will not receive any compensation for services.
13. Recommendation may be made by the Iowa River Trail Board to the Owners to amend, repeal and/or adopt a new agreement through a 60% vote of a quorum at any regular meeting or at any special meeting.
14. This agreement represents the entire agreement between the parties identified herein.

15. If any section, provision, or part of this agreement shall be found to be invalid or unconstitutional, such findings shall not affect the validity of the agreement as a whole or any section, provision, or part thereof not found to be invalid of unconstitutional.
16. The parties shall approve the agreement by resolution or motion of their respective board or council, which shall authorize the execution of this agreement. The agreement shall become effective when recorded in the recorder's office of the county or each party to the agreement and shall remain in effect unless terminated as provided herein.

HARDIN COUNTY, THE CITY OF MARSHALLTOWN, HARDIN COUNTY TRAILS COMMISSION, AND TRAILS INC. AFFIRMATIVELY STATE THAT THEY HAVE TAKEN ALL ACTION NECESSARY TO BE BOUND HERETO.

______________________________ ______________

Hardin County Board of Supervisors Date

Attest:

______________________________ ______________

Name Date

______________________________ ______________

Mayor, City of Marshalltown Date

Attest:

______________________________ ______________

Name Date

______________________________ ______________

Hardin County Trails Commission Date

______________________________ ______________

TRAILS Inc. Date