1. Agenda

    Documents:

        AGENDA.PDF

2. Supporting Meeting Documents

    Documents:

        BILL LIST.PDF
        EAT MAIN PROJECT LOCATION.PDF
        IOWA AVENUE PROJECT LOCATION.PDF
        JULY FINANCIALS.PDF
        MINUTES.PDF
        PACKET.PDF
        S 18TH AVENUE PROJECT LOCATION.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

SEPTEMBER 28, 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:

Police Department Awards
Employee Service Awards
25 years, Rick Bellile
5 years, Brad Bateman

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 14, 2015.
2. Approve Bill List in the amount of $969,516.30.
3. Approve Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates, reimbursable improvement amount not to exceed $5,740.
4. Receipt of Building Report – August 2015.
5. Resolution 2015-153 Approving.2015 Concrete Repair Project 76015006, Change Order #1, $1,647.00
6. Resolution 2015-154 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, $9,527.04
7. Resolution 2015-155 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #5, deduct of $18,743.46
8. Resolution 2015-156 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Certificate of Completion and Final Costs $1,236,927.52
9. Resolution 2015-157 Approving North Center Street Bridge replacement project 76016001, application for federal bridge construction fund
10. Resolution 2015-158 approving Road Use tax report
11. Resolution 2015-159 approving Final Transfer resolution
12. Resolution 2015-160 approving Memorandum of Understanding with Iowa Department of Administrative Services, for participation in State of Iowa "offset" program.
13. Resolution 2015-161 Authorizing Hiring Reserve Police Officers Jerrod Leffler and Raquel Zamora.

(end of consent agenda items

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

REPORT:

14. Third Grade reading update

MOTION

15. Cigarette permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East.

RESOLUTIONS:

16. Resolution 2015-162 approving Confined Space and High Angle Rescue Agreement with Alliant Energy, IPL.
17. Resolution 2015-163 Setting date, October 12, 2015, for a public hearing on a Development Agreement with Teamwork–1, Inc., and the Bobcat Academy, including economic development payments in an amount not to exceed $125,000.
18. 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.

PUBLIC HEARING

19. 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.

ORDINANCES:

20. 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, third reading.

DISCUSSION: Next agenda in process

1. Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street.
2. Alcohol permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East.
3. Façade grant application 207 E Church Street.
4. Declare surplus, parks department 1996 Ford Windstar (mileage 102k, acquisition cost $9,050) and obsolete self contained breathing apparatus.
5. Transportation services contract renewal with Region 6, relating to Peoplerides, offering para transit and premium ride demand response.
6. Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants.
7. Alliant Sewer Extension project 66013014, certificate of completion, final project costs of $231,461.00, Raccoon Valley Contractors.
8. South East South Street Extension project 66013008, hearing on plans and specifications set for October 12.
9. 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.

10. Surface transportation program agreements with the Iowa Department of Transportation,
    a. HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008
    b. PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009.
    c. HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010
11. 18th Avenue Improvements project 76015011, accept bid and authorize award of contract
12. Outsource IT Services formal quote, outsource information technology service
13. July Financials

PUBLIC COMMENTS:

ADJOURNMENT:

COUNCIL DATE: September 28, 2015

VISA		VISA
ACH'S	$283,858.77	ACH'S
CHECKS	$152,017.01	CHECKS
PAYROLL	$533,640.52	PERIODS ENDING 8/22/15
VOID	0	VOID
$	969,516.30	TOTAL FOR COUNCIL

101110.5210.000	911HOTJOBS.COM	POLICE TESTING	80.00
101000.4520.000	ADAM MEYER	PARKING TICKETS	25.00
101850.5230.000	ADP COMMERCIAL LEASING LLC	IMPLEMENTATION	97.22
101850.5230.000	ADP, LLC	PR#18CHARGE	647.10
101142.5600.000	ALERT-ALL CORP	FIRE PREVENTION SUPPLIES	570.00
101110.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	477.82
290113.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	241.38
101420.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	197.70
101890.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	170.50
101140.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	136.74
101310.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	136.74
520520.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	110.80
278690.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	102.98
206710.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	101.32
101840.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	69.20
101850.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	69.20
550780.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	65.90
101440.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	64.24
101560.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
101561.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
101770.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
101830.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
101831.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
206760.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
283210.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
283210.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	35.42
101110.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.93
101581.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.78
101820.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.78
101870.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.78
152451.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.78
206120.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.78
283210.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	33.78
101480.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	32.12
101891.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	32.12
233410.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	32.12
510531.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	23.23

520590.5450.000	ALLIANCE CONNECT	SEPTEMBER PHONE LINES	15.48
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	3.75
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	3.75
520520.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	18.14
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	168.62
101480.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	2,152.28
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	10.78
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	80.84
101480.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	111.11
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	85.56
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	19.21
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	19.21
101880.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	1,207.64
152451.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	484.27
101880.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	347.93
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	47.29
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	37.69
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	30.78
152451.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	24.70
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	24.16
101880.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	18.63
101310.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	4,126.53
101310.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	108.42
283210.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	60.81
283210.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	47.62
101310.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	22.08
101310.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	21.82
283210.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	19.13
283210.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	16.02
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	42.10
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	37.07
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	36.76
101110.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	2,794.41
101110.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	27.81
101880.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	27.81
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	19.21
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	30.71
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	32.60
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	128.07
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	34.14
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	31.95
101170.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	88.99
101140.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	1,044.72
101140.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	55.44
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	29.61
101770.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	535.10
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	60.07

206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	42.79
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	22.16
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	24.59
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	12.10
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	9.04
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	9.04
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	1.47
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	1.47
520520.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	21,057.92
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	1,238.43
101410.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	43.43
101410.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	17.47
101410.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	16.82
101410.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	16.82
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	258.38
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	48.48
281690.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	16.14
281690.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	10.79
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	4.23
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	4.23
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	3.90
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	3.90
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	3.27
206120.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	3.27
281690.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	86.21
281690.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	10.78
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	5.27
206160.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	5.27
101410.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	12.10
281690.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	35.97
281690.5480.020	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	11.11
101170.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	15.98
520590.5480.010	ALLIANT UTILITIES IES	CITY GAS&OR ELECTRIC	169.60
101410.5570.000	ARNOLD MOTOR SUPPLY	#718 FUEL REGULATOR	63.97
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	48.99
206710.5570.000	ARNOLD MOTOR SUPPLY	RETURNED BATTERY	(48.99)
101770.5570.000	ARNOLD MOTOR SUPPLY	OIL&OIL DRI	80.72
206710.5600.000	ARNOLD MOTOR SUPPLY	TESTER	8.42
206710.5600.000	ARNOLD MOTOR SUPPLY	WASHER FLUID	5.08
101110.5600.000	ARROWHEAD SCIENTIFIC	EVIDENCE SUPPLIES	142.89
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
101881.5410.000	AUTOMATIC DOOR GROUP, INC	PUBLIC WORKS BLDG	1,790.00
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,INC	FIDELITY LIFE INS	318.73
999.0110.150	AXA EQUITABLE	AXA EQUITABLE	450.00

206710.5610.930	BARCO MUNICIPAL PRODUCTS INC	BARRICADE	846.20
520590.5600.000	BARCO MUNICIPAL PRODUCTS INC	GREEN SPRAY	139.68
510531.5600.000	BARCO MUNICIPAL PRODUCTS INC	GREEN SPRAY	93.12
101110.5718.000	BDH INFORMATION TECHNOLOGY INC	SERVER CASE	476.16
101410.5600.080	BDH INFORMATION TECHNOLOGY INC	TOUGHSWITCH	180.00
101770.5570.000	BENS TIRE & AUTO	AIRPORT MOWER	20.00
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	MED CLAIMS	156.86
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	MED CLAIMS	5.04
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	MONTHLY CONTRACT	2,142.00
101770.5410.000	BLUEGLOBES, INC	CORDSET&GAS	189.60
101770.5410.000	BLUEGLOBES, INC	STEEL BASE	154.00
206750.5340.220	CALHOUN-BURNS AND ASSOCIATES	BRIDGE INSPECTIONS	1,002.00
101110.5132.000	CARPENTER UNIFORM COMPANY	HANKEN UNIFORM	402.35
101110.5132.000	CARPENTER UNIFORM COMPANY	RUOPP-2SHIRTS	119.98
101110.5132.000	CARPENTER UNIFORM COMPANY	WOLF-SHIRT	51.99
152451.5600.000	CENTRAL IOWA DISTRIBUTING INC	P&R SUPPLIES	356.20
101410.5562.000	CENTRAL IOWA FARM STORE INC	#714 PLATE&PTO	1,466.30
150410.5749.000	CENTRAL IOWA FARM STORE INC	KUBOTA F399	23,511.00
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATER	144.56
283210.5600.000	CENTRAL OFFICE SUPPLY	3 HOLE PUNCH	3.38
101110.5600.000	CENTRAL OFFICE SUPPLY	CAN LINERS	136.16
278690.5600.000	CENTRAL OFFICE SUPPLY	HOUSING OFFICE SUPPLIES	108.54
283210.5600.000	CENTRAL OFFICE SUPPLY	HOUSING OFFICE SUPPLIES	14.42
101561.5600.000	CENTRAL OFFICE SUPPLY	HOUSING OFFICE SUPPLIES	11.78
290113.5450.000	CENTURYLINK	POLICE DEPT PHONES	606.72
290113.5450.000	CENTURYLINK	POLICE DEPT PHONES	418.00
290113.5450.000	CENTURYLINK	POLICE DEPT PHONES	76.00
290113.5450.000	CENTURYLINK	POLICE DEPT PHONES	20.37
101110.5570.010	CHAD A HILLERS	FUEL	10.01
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT LAUNDRY	10.63
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT LAUNDRY	28.06
283210.5320.000	CLEANING BY STEPHANIE	CLEANED LEAD HOUSES	193.81
999.0110.150	COLONIAL LIFE	SHORT TERM LIFE INSURANCE	201.89
510531.5600.000	CONCRETE INC	6TH AVE/BOONE	315.18
510531.5600.000	CONCRETE INC	6TH AVE/BOONE	141.53
510531.5600.000	CONCRETE INC	7TH AVE/HIGH STREET	1,245.42
510531.5600.000	CONCRETE INC	8TH AVE/MARION	220.63
510531.5600.000	CONCRETE INC	8TH AVE/MARION	216.53
510531.5600.000	CONCRETE INC	8TH AVE/MARION	157.59
206160.5480.010	CONSUMERS ENERGY CO-OP	7/31-8/31 MARSHALLTOWN	392.55
206120.5480.010	CONSUMERS ENERGY CO-OP	7/31-8/31 MARSHALLTOWN	62.27
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	259.00
101770.5480.000	CROP PRODUCTION SERVICES	AIRPORT-TANK	33.00
101770.5480.000	CROP PRODUCTION SERVICES	SOY DIESEL	413.70
540430.5600.055	DAIRY QUEEN	RESALE PRODUCT	897.90
520520.5980.000	DAMON MEADOWS	FILLED SWIMMING POOL	25.62
101000.4520.000	DEREK SPEICHER	PARKING TICKET REFUND	10.00

101581.5261.760	DEVIG SERVICES	108 N 7TH ST	125.00
101410.5600.080	DIAMOND VOGEL PAINTS	BROWN PAINT	145.16
101410.5600.080	DIAMOND VOGEL PAINTS	PAINT BRUSH	49.44
206710.5610.940	DIAMOND VOGEL PAINTS	SUPPLIES	94.10
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	317.38
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	395.25
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	YELLOW STREET PAINT	311.40
510532.5340.010	DIRT TO TURF	8/7-8/25 CONTRACT MOWING	340.00
206710.5340.500	DIRT TO TURF	8/7-8/25 CONTRACT MOWING	300.00
101410.5340.010	DIRT TO TURF	8/7-8/25 CONTRACT MOWING	180.00
101140.5600.000	ED M FELD EQUIPMENT CO INC	MASK CLEANER	29.50
101110.5600.000	ED ROEHR SAFETY PRODUCTS	TASER BATTERY	184.00
101110.5600.000	ED ROEHR SAFETY PRODUCTS	TASER CARTRIDGES	540.30
101420.5340.640	EMILY HAZEN	9/7-9/20 ZUMBA CLASSES	90.00
520520.5600.000	EMPLOYEE DATA FORMS INC	EMPLOYEE FORMS	27.25
999.1160.000	ENTENMANN ROVIN COMPANY	CHIEFS BADGE	118.50
101110.5132.000	ENTENMANN ROVIN COMPANY	REFINISH 2 BADGES	92.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	106 N 11TH AVE	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	106 N 11TH AVE	36.25
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	402 N 3RD ST	7.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	602 4th ST	101.25
101000.4520.000	ESMERALDA ARMAAS HUIZAR	OVERPAID PARKING TICKET	40.00
206710.5600.000	FASTENAL COMPANY	GLOVES	10.02
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	349.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	44.00
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	40.08
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	34.73
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	27.54
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	21.87
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	14.96
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	10.01
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	9.81
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	5.03
101140.5600.000	FASTENAL COMPANY	OP SUPPLIES	2.94
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	2.70
999.1109.000	FIRE UNION DUES #61-401-7 LOCAL 16 IAFF	FIRE UNION	1,200.00
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	8/1-8/29 ALLIANT PLANT	377.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	8/1-8/29 IA RVR INTERCEPTOR	1,702.45
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	8/1-8/29 SEWER CIPP	2,209.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	CONSULTING	670.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	JBS/SBR FLOW	383.25
101110.5132.000	GALLS LLC	OC CASE	30.00
520520.5980.000	GORDON MILLER	FILLED SWIMMING POOL	17.49
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	8/5-8/31 SERVICES	3,930.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	8/5-8/31 SERVICES	2,655.00
528590.5231.000	GRIMES BUCK SCHOELL & BEACH	E TURNER INTERCEPTOR	75.00

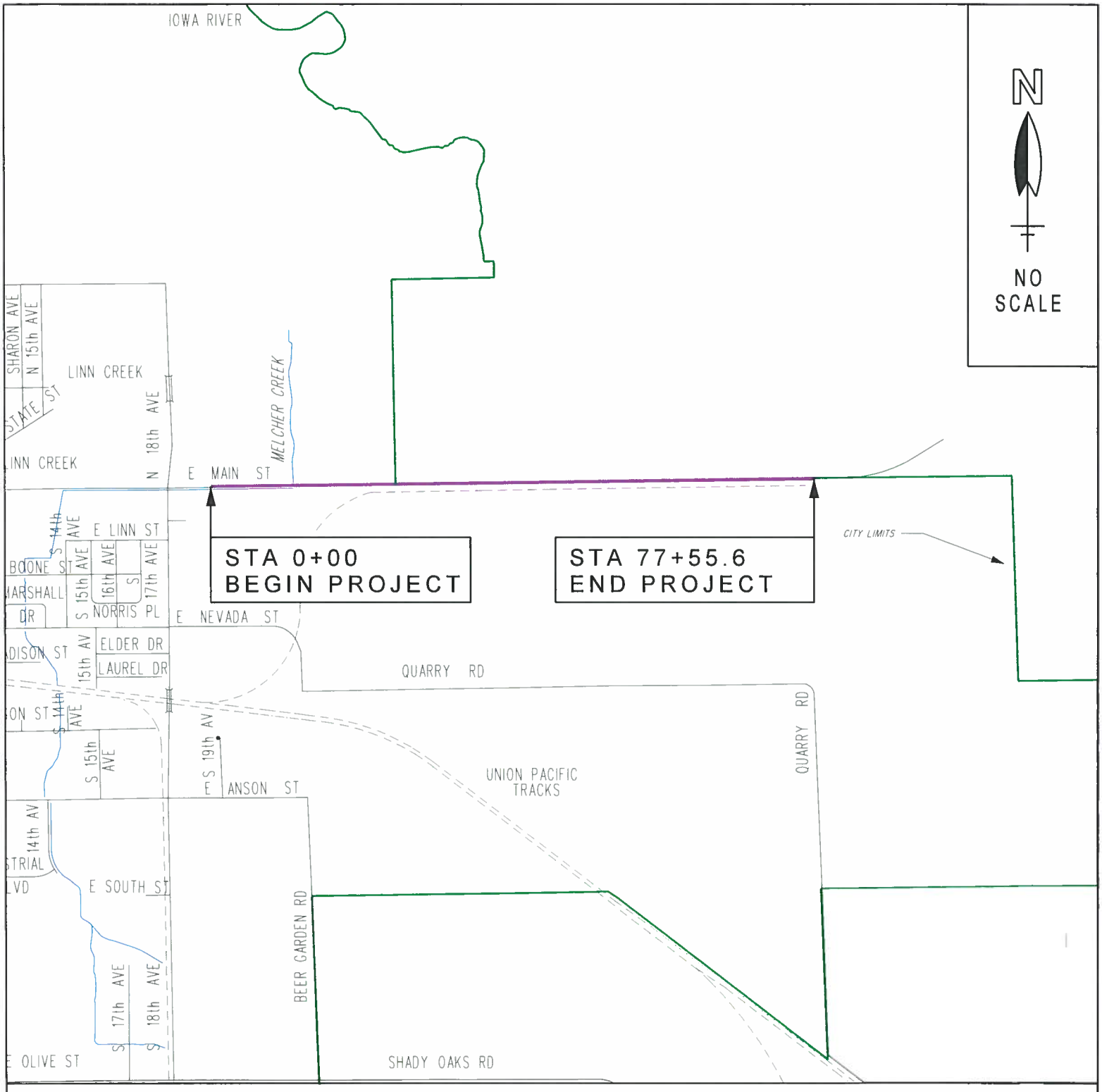
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	HOUSING LAWSUIT	675.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	IA LIGHT&POWER	75.00
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	RENTAL INSPECTION	337.50
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	TIG DEVELOPMENT	150.00
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	TIG DEVELOPMENT	37.50
520590.5600.000	HD SUPPLY WATERWORKS, LTD	SEAL PRIMER	1,347.00
510531.5600.000	HD SUPPLY WATERWORKS, LTD	SEAL PRIMER	898.00
206710.5600.000	HOME RENTAL CENTER	12" STIHL CHAIN	13.00
291180.5230.030	HOWARD R GREEN COMPANY, INC	LEVEE GATEWAY	2,674.00
291180.5230.030	HOWARD R GREEN COMPANY, INC	LEVEE GATEWAY	2,122.00
528590.5340.010	HYDRO-KLEAN LLC	SANITARY SEWER	59,475.23
528590.5340.010	HYDRO-KLEAN LLC	SANITARY SEWER	48,671.97
540430.5600.055	HY-VEE ACCOUNTS RECEIVABLE	RESALE PRODUCT	37.75
540430.5600.055	HY-VEE ACCOUNTS RECEIVABLE	RESALE PRODUCT	20.54
999.1130.000	ICMA RETIREMENT 457	ICMA RETIREMENT	7,433.01
999.1111.000	IMWCA	FINAL AUDIT	1,183.00
550780.5570.000	INLAND TRUCK PARTS COMPANY	TRANSFILTER	112.97
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOCIATION	TOURNAMENT	2,975.00
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOCIATION	TOURNAMENT	33.00
206760.5600.000	IOWA DEPT OF TRANSPORTATION	4- 2015 SPEC BOOKS	55.00
999.1160.000	IOWA DIVISION OF THE IAI	INDEX BINDERS	33.60
206710.5340.070	IOWA HOMETOWN SECURITY	FACP-POWER	1,050.29
101110.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	178.93
101110.5600.000	IOWA OFFICE INTERIORS, INC	TONER,CATALOG ENVELOPES	699.39
101420.5600.450	IPRA	CONSIGNMENT	629.00
101000.4520.000	JESUS CHAVARRIA-BRITO	PARKING TICKET REFUND	25.00
101820.5460.000	JILL PETERMEIER	CONFERENCE MILEAGE	93.82
520520.5980.000	JUSTIN M BOLIVER	FILLED SWIMMING POOL	99.08
101420.5340.640	KAREN GALE	9/7-9/20 ZUMBA CLASSES	150.00
101310.5732.320	KATELYN ZATOVICH	RETURNED LOST BOOK	24.99
520520.5980.000	KERRY KLAAS	FILLED SWIMMING POOL	43.60
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
230110.5460.000	KIEL S STEVENSON	CONFERENCE	127.83
230110.5570.000	KIEL S STEVENSON	CONFERENCE	44.63
101110.5370.000	KOCH BROTHERS	PRINTING CARTRIDGES	122.60
290113.5450.000	LANGUAGE LINE SERV INC	OVER PHONE INTERPRETATION	371.25
206710.5340.290	LEDFORD TREE & LAWN SERVICE CO	TREE REMOVAL	2,745.00
101110.5570.010	LOGAN, WOLF	ROUNDTRIP TRAINING MILEAGE	165.36
101110.5718.000	L-TRON CORP	2 IN CAR PRINTERS	558.00
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	275.77
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	202.17
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	164.01
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	11.01
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	6.98
283210.5360.000	MAIL SERVICES	LEAD ABATEMATEMENT	5.74
101790.5360.000	MAIL SERVICES	PARKING	22.40
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	92.08

278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	77.12
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	28.61
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	7.84
101560.5360.000	MAIL SERVICES	RENTAL INSPECTION	6.55
101561.5360.000	MAIL SERVICES	RENTAL INSPECTION	6.27
230110.5331.500	MARSHALL COUNTY CRIME STOPPERS	LENNOX DONATION	5,000.00
101110.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	5,713.65
550780.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	4,191.68
206710.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	1,477.37
101410.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	587.03
101140.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	586.95
101410.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	504.32
206120.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	305.70
520590.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	268.07
520520.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	211.44
510531.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	178.71
520590.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	104.83
101560.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	96.88
206760.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	73.48
510531.5570.010	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	72.56
101561.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	43.36
101581.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	37.12
520520.5570.060	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	30.86
218110.5570.000	MARSHALL COUNTY ENGINEER	CITY VEHICLE GAS&DIESEL	18.13
101110.5410.000	MARSHALL COUNTY LANDFILL	MPD PROPERTY	12.10
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK&REC	57.20
520520.5440.000	MARSHALL COUNTY TREASURER	CITY FARM #2628	713.00
520520.5440.000	MARSHALL COUNTY TREASURER	CITY FARM #2628	698.00
520520.5440.000	MARSHALL COUNTY TREASURER	CITY FARM #2628	622.00
520520.5440.000	MARSHALL COUNTY TREASURER	CITY FARM #2628	351.00
520520.5440.000	MARSHALL COUNTY TREASURER	CITY FARM #2628	245.00
520520.5440.000	MARSHALL COUNTY TREASURER	DIV W/LANG FARM	154.00
520520.5440.000	MARSHALL COUNTY TREASURER	OLD WILLIAM FARM	684.00
520520.5440.000	MARSHALL COUNTY TREASURER	OLD WILLIAM FARM	660.00
520520.5440.000	MARSHALL COUNTY TREASURER	OLD WILLIAM FARM	470.00
101770.5440.000	MARSHALL COUNTY TREASURER	PIN#8418-02	96.00
510531.5440.000	MARSHALL COUNTY TREASURER	PIN#8418-27	17.00
401410.5440.000	MARSHALL COUNTY TREASURER	PIN#8418-34	21.00
401410.5440.000	MARSHALL COUNTY TREASURER	PIN#8418-34	12.00
520520.5440.000	MARSHALL COUNTY TREASURER	WPC #2628	261.00
101770.5410.000	MARSHALLTOWN AVIATION INC	AIRPORT GROUNDS KEEPING	3,023.64
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101770.5410.000	MARSHALLTOWN AVIATION INC	JULY GROUND MAINT EXTRA	61.61
101770.5410.000	MARSHALLTOWN AVIATION INC	MENARDS	74.88
101770.5410.000	MARSHALLTOWN AVIATION INC	SPAHN&ROSE	19.00
101770.5340.070	MARSHALLTOWN TIMES REPUBLICAN	AIRPORT MANAGER FEE	642.00
283210.5480.030	MARSHALLTOWN WATER WORKS	7/2-9/2 LEAD HOUSE	69.62

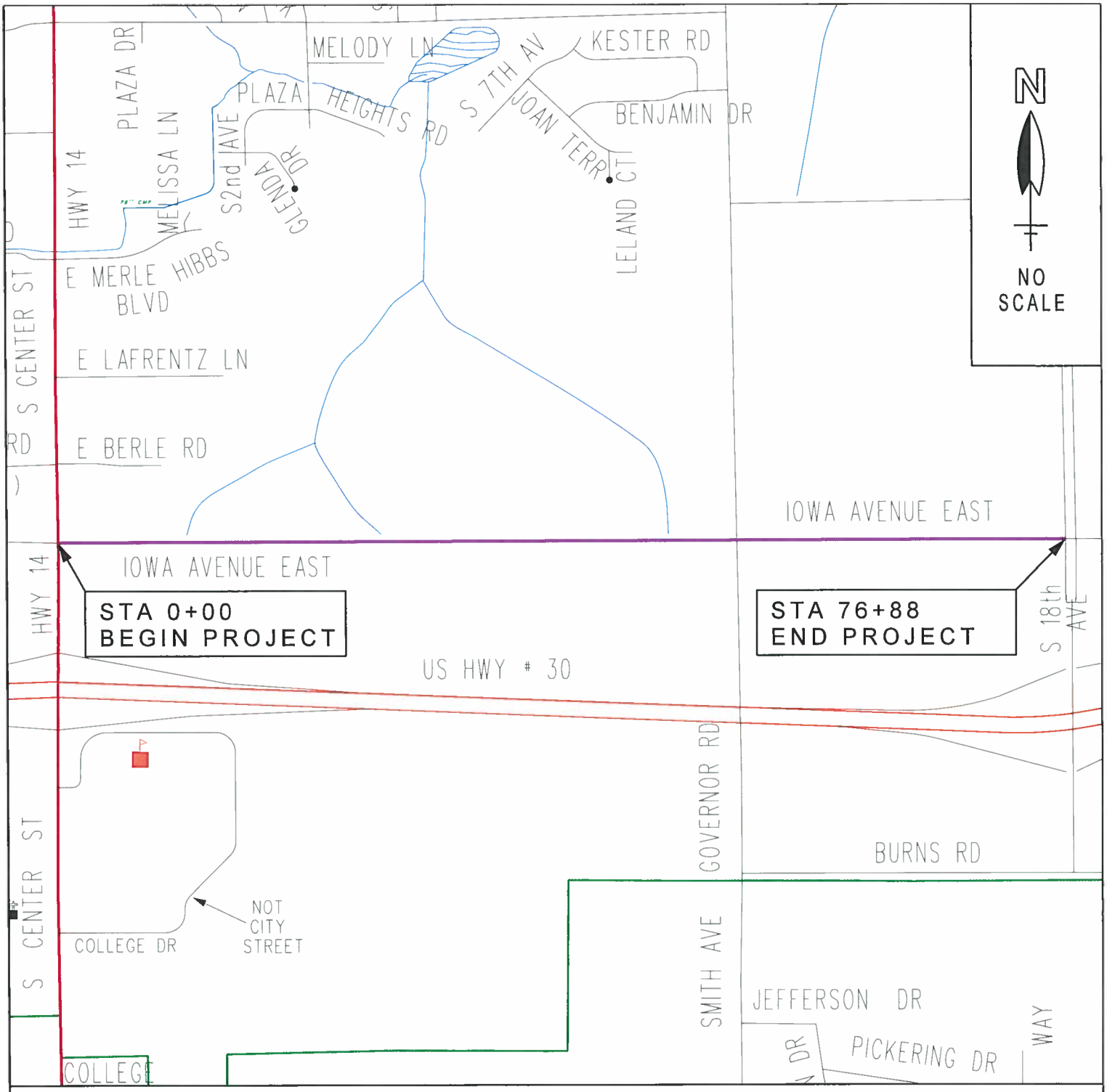
281690.5480.030	MARSHALLTOWN WATER WORKS	7/2-9/3 LEAD HOUSE	73.52
283210.5480.030	MARSHALLTOWN WATER WORKS	7/2-9/3 LEAD HOUSE	73.52
999.1190.010	MARSHALLTOWN WATER WORKS	STATE OFFSET	43.00
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101141.5460.000	MCEMSA	FORMAL EDUCATION	60.00
101000.4520.000	MICAH ENGLE	PARKING TICKE REFUND	25.00
101420.5340.640	MICHAEL WICKHAM	TAEKWONDO CLASSES	180.00
520520.5600.030	MIDLAND SCIENTIFIC INC	MISC LAB SUPPLIES	538.36
520520.5600.030	MIDLAND SCIENTIFIC INC	MISC LAB SUPPLIES	397.08
520520.5600.030	MIDLAND SCIENTIFIC INC	MISC LAB SUPPLIES	326.71
520520.5600.000	MILLER MECHANICAL SPEC INC	METAL HOSES	452.68
206710.5340.290	MITCHELL LOGGING & TREE SERVICE	617 W LINN ST	57.00
206710.5570.000	NAPA	AIR FILTER	7.93
550780.5570.000	NAPA	BATTERY&DEPOSIT	547.17
206710.5600.000	NAPA	CABLE TIES	16.46
101110.5570.000	NAPA	CLEANING SUPPLIES	76.56
550780.5570.000	NAPA	CORE DEPOSIT	(141.12)
206710.5600.000	NAPA	ENGINE BRITE	2.93
101410.5541.000	NAPA	EYE WEAR	4.77
101140.5570.000	NAPA	FAN CLUTCH	34.52
206710.5570.000	NAPA	FILTERS	49.93
520590.5600.000	NAPA	FOAM SPRAY	16.83
510531.5600.000	NAPA	FOAM SPRAY	11.22
206710.5570.000	NAPA	LAMP	76.40
101140.5570.000	NAPA	OP SUPPLIES	22.33
206710.5600.000	NAPA	POWER RATCH	215.22
550780.5570.000	NAPA	SERPENTINE BELT	95.82
206710.5570.000	NAPA	SERPENTINE BELT	19.93
101110.5570.000	NAPA	WINDSHIELD	2.20
101140.5570.000	NAPA	WIPER BLADES	37.71
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PRODUCT	90.78
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RETURNED PRODUCT	(31.90)
101421.5210.000	OKTEMBERFEST INC	PARADE ENTRÉE	30.00
101110.5600.000	OMG NATIONAL	LOLLIPOPS-MPD-PARADE	139.47
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	9/1-9/30 COUNTY 911	1,033.43
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	9/1-9/30 MARSHALLTOWN	451.94
101410.5132.000	PHILIP, BOHL	CLOTHING	186.96
101410.5251.000	PHILIP, BOHL	CLOTHING	12.00
206760.5340.070	PREMIER OFFICE EQUIPMENT	7/11-9/10 COPIES	183.14
206760.5340.070	PREMIER OFFICE EQUIPMENT	8/11-10/10 COPIES	47.19
520520.5600.000	QUILL CORPORATION	OFFICE SUPPLIES	101.01
520520.5600.000	QUILL CORPORATION	WIRELESS PROJECTOR	493.39
206760.5410.000	RACOM CORPORATION	ANTENNA	14.00
206760.5410.000	RACOM CORPORATION	BELT CLIP	8.35
550780.5410.000	RACOM CORPORATION	FLEXI WHIP	371.25

290113.5340.150	RACOM CORPORATION	INTERNET OFFICE	340.00
150110.5749.000	RACOM CORPORATION	TAHOE INSTALL	3,973.32
101140.5410.000	RACOM CORPORATION	TROUBLESHOOTING	47.50
101000.4520.000	ROGER E JOHNSON	PARKING TICKE REFUND	55.00
101420.5210.000	ROYAL PUBLISHING	FILLED SWIMMING POOL	65.00
206710.5600.000	SAFETY-KLEEN SYSTEMS INC	EXTENDED SERVICES	61.77
206710.5600.000	SAFETY-KLEEN SYSTEMS INC	WASHER SERVICES	796.15
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITYHALL/POLICE/CARNEGIE	58.00
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLD	201.44
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	197.43
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CITIZENS	186.59
206710.5340.010	SERVICEMASTER OF M'TOWN INC	JULY JANITORIAL-PUBLIC WORKS	312.00
206710.5340.010	SERVICEMASTER OF M'TOWN INC	JUNE JANITORIAL	312.00
206710.5340.010	SERVICEMASTER OF M'TOWN INC	SEPTEMBER JANTIORIAL	312.00
528590.5340.010	SM HENTGES & SONS INC	IOWA RIVER INTERCEPTOR	48,412.98
528590.5340.010	SM HENTGES & SONS INC	IOWA RIVER INTERCEPTOR	32,548.05
206710.5718.000	SPAHN & ROSE LUMBER CO	OP SUPPLIES	489.99
233410.5340.010	SPOTLESS CLEANING	6th ST RESTROOM CLEANING	180.00
510531.5230.030	STANLEY CONSULTANTS INC.	STORM WATER	1,900.00
150891.5600.100	STAPLES ADVANTAGE	3 DOCKING STATIONS	4,120.00
150110.5749.000	STAPLES ADVANTAGE	3 DOCKING STATIONS	2,060.00
150891.5600.100	STAPLES ADVANTAGE	3 KEYBOARDS	200.00
150110.5749.000	STAPLES ADVANTAGE	3 KEYBOARDS	100.00
150891.5600.100	STAPLES ADVANTAGE	RETRN DOCKING STATION	(320.00)
150891.5600.100	STAPLES ADVANTAGE	RETURN BLACK CASE	(200.00)
101140.5340.070	STERLING FIRE & SAFETY INC	29 INSPECTIONS	72.50
530540.5600.000	STERLING FIRE & SAFETY INC	COMPOST FIRE	35.00
101410.5340.010	STONE SANITATION	10/1/15-9/3	1,020.00
233410.5340.010	STONE SANITATION	10/1/15-9/3	990.00
233410.5340.010	STONE SANITATION	10/1/15-9/3	620.00
101440.5340.010	STONE SANITATION	10/1/15-9/3	460.00
150110.5749.000	STREICHER'S	#503 CAR FL	181.98
520520.5230.030	STRUCTURAL ENGINEERS PC	WPCP CONCRETE	1,565.00
150140.5749.000	SW MARINE	2001 MERCURY MOTOR CREDIT	(900.00)
150140.5749.000	SW MARINE	ADJUSTMENTS	700.00
150140.5749.000	SW MARINE	BOAT MOTOR	6,925.00
150140.5749.000	SW MARINE	DEPOSIT WITHHELD	(500.00)
150140.5749.000	SW MARINE	SHIPPING&HANDLING	275.00
999.1128.010	TASC	FLEX BENEFITS	4,799.56
999.1128.020	TASC	FLEX BENEFITS	1,741.67
999.1128.010	TASC	FLEX BENEFIT	(0.25)
101420.5210.000	TIMES-REPUBLICAN	PARK&REC/WPCP	329.80
520520.5210.000	TIMES-REPUBLICAN	PARK&REC/WPCP	321.25
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSISTANCE	282.00
278690.5240.510	TONY REED	RENT ASSISTANCE	182.00
520590.5600.000	TRANS-IOWA EQUIPMENT LLC	RODDER LINE	1,293.92
510531.5600.000	TRANS-IOWA EQUIPMENT LLC	RODDER LINE	862.61

101110.5230.000	TREASURER STATE OF IOWA	2 EVALUATIONS	280.00
101110.5570.000	TRI STATE LOCK SERVICE	4 KEYS	24.00
206710.5600.000	TRI STATE LOCK SERVICE	6 DUPLICATE	12.00
999.1117.000	U A W LOCAL 893	PARK&REC UNION DUES	127.21
206760.5450.000	U S CELLULAR	8/12-9/11 PHONES	161.62
206120.5450.000	U S CELLULAR	8/12-9/11 PHONES	61.00
206710.5450.000	U S CELLULAR	8/12-9/11 PHONES	56.27
520590.5450.000	U S CELLULAR	8/12-9/11 PHONES	33.76
550780.5450.000	U S CELLULAR	8/12-9/11 PHONES	30.50
510531.5450.000	U S CELLULAR	8/12-9/11 PHONES	22.50
101110.5600.070	ULTRAMAX AMMUNITION	9MM BULLETS	372.00
230110.5460.000	USPCA K9 TRIALS	REGISTRATION	300.00
101110.5430.000	VANESSA C MARCANO-KELLY	TRANSLATION	44.50
101110.5450.100	VERIZON WIRELESS	7/26-8/25 P	640.16
290113.5450.000	VERIZON WIRELESS	7/26-8/25 P	34.24
101110.5718.000	WATCH GUARD VIDEO	CAMERA ASSY	775.00
684990.5339.000	WELLMARK INC	9/4-9/10 ME	25,039.24
550780.5450.000	YELLOW PAGES	TRANSIT PHONE LISTING	229.00
206710.5600.000	ZARNOTH BRUSH WORKS INC	4 GUTTER BROOMS	488.00
101580.5600.000	ZIMCO SUPPLY COMPANY	TRIMEC	500.00
206710.5600.000	ZIMCO SUPPLY COMPANY	TRIMEC	247.00
290113.5340.070	ZUERCHER TECH	10/28/15-10/27/16 CONTRACT	17,380.00
			435,875.78



PROJECT LOCATION



PROJECT LOCATION

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of July 31, 2015

DESCRIPTION	--ASSETS-- CASH AND INVESTMNTS	ACCOUNTS RECEIVABLE	FIXED ASSETS	LIABILITES & NET ASSETS	NET (INCOME) / EXPENSE
FUND NUMBER & NAME					
101 - GENERAL	<3,094.23>	430,207.99	.00	<1,644,463.65>	1,217,349.89
150 - CAPITAL RESERVE FUND	68,729.76	.00	.00	<157,973.65>	89,243.89
151 - CASH FLOW RESERVE FUND	1,832,246.16	.00	.00	<1,832,069.64>	<176.52>
152 - COLISEUM ACTIVITY	23,256.99	.00	.00	<25,755.19>	2,498.20
153 - BLDG MAINT FUND	479,823.57	.00	.00	<479,721.78>	<101.79>
201 - GRANTS FRM STATE AGNCY	3,743.77	.00	.00	<3,742.98>	<.79>
204 - HERSHEY RECREATION	7,163.58	.00	.00	<7,199.96>	36.38
205 - EMERGENCY FUND	1,569.57	.00	.00	.00	<1,569.57>
206 - ROAD USE TAX	2,433,309.79	.00	.00	<2,360,097.78>	<73,212.01>
218 - COPS FAST GRANT	<8,205.10>	5,388.30	.00	<1,838.30>	4,655.10
219 - DEPT OF JUSTICE GRANTS	345.02	1,361.10	.00	3,826.25	<5,532.37>
220 - POLICE UNDESGNTD GRANTS	<9,309.19>	1,866.31	.00	8,921.13	<1,478.25>
221 - EMPLOYEE BENEFIT FUND	1,783,659.78	.00	.00	<1,781,247.69>	<2,412.09>
223 - POLICE/FIRE RETIREMENT	376,269.94	.00	.00	<363,156.10>	<13,113.84>
230 - POLICE DONATION FUND	30,966.41	.00	.00	<32,540.19>	1,573.78
233 - SOFTBALL ASSOCIATION	38,859.81	<151.02>	.00	<38,736.46>	27.67
235 - FIRE DEPT DONATION FUND	3,429.90	.00	.00	<3,379.15>	<50.75>
236 - M'TOWN TENNIS ASSOC	1,819.48	.00	.00	<1,820.11>	.63
238 - CITY TORT LIABILITY	133,041.74	88.05	.00	<133,101.56>	<28.23>
242 - LIBRARY DONATION FUND	66,910.44	.00	.00	<68,097.06>	1,186.62
246 - SEIZED ASSETS FUND	33,080.35	.00	.00	<33,063.27>	<17.08>
247 - P & R DONATION FUND	52,777.54	.00	.00	<50,880.86>	<1,896.68>
248 - ECONOMIC DEVELOPMENT	48,974.91	.00	.00	<48,964.52>	<10.39>
249 - SUBDIVIDER ESCROW	10,217.45	.00	.00	<10,215.26>	<2.19>
250 - TAX INCREMNT FINANCING	200,093.98	.00	.00	<227,900.97>	27,806.99
271 - HOUSING GRANTS	36,276.31	.00	.00	<35,992.28>	<284.03>
276 - LEAD GRANT #4	<87,283.75>	1,204.95	.00	86,078.80	.00
277 - HUD EDI GRANTS	<9,176.50>	.00	.00	9,016.50	160.00
278 - LOW RENT VOUCHER PROGRM	86,152.37	76,064.80	.00	<186,226.92>	24,009.75
281 - CDBG NSP HSNG	<92,672.45>	.00	.00	92,033.16	639.29
282 - HUD LEAD MATCH	40,262.42	.00	.00	<40,262.42>	.00
283 - LEAD GRANT #5	<159,654.80>	.00	.00	53,716.05	105,938.75
290 - E911 SURCHARGE	295,801.51	.00	.00	<291,919.60>	<3,881.91>
291 - LOCAL OPTION SALES TAX	2,963,022.88	.00	.00	<2,470,384.26>	<492,638.62>
311 - GO BONDS DEBT FUND	46,969.16	.00	.00	<22,040.74>	<24,928.42>
401 - BIKE PATH - PHASE II	97,747.77	.00	.00	<97,727.04>	<20.73>
416 - FEDERAL STREET GRANTS	<18,437.11>	.00	.00	18,437.11	.00
450 - CIP COLLECTION FUND	544,553.83	.00	.00	<539,457.38>	<5,096.45>
460 - AIRPORT PROJECT	<116.96>	.00	.00	<423.04>	540.00
462 - SPEC ASSMNT PROJECTS	<73,614.45>	62,539.00	.00	14,323.45	<3,248.00>
471 - POLICE AND FIRE BUILD	104,471.34	.00	.00	<109,429.67>	4,958.33
473 - 2014 GO BONDS	1,996,987.66	.00	.00	<1,996,772.64>	<215.02>
477 - TREES FOREVER PROJECT	4,104.20	.00	.00	<3,415.42>	<688.78>
489 - CAPITAL STREET PROJECTS	178,478.02	.00	.00	<178,440.15>	<37.87>
490 - GO BOND CAPITAL PRJS	3,677.00	7,069.00	.00	<10,746.00>	.00
491 - TIF DISTRICT II CAP PRJ	<1,997.09>	.00	.00	444,707.26	<442,710.17>

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of July 31, 2015

DESCRIPTION	--ASSETS-- CASH AND INVESTMNTS	ACCOUNTS RECEIVABLE	FIXED ASSETS	LIABILITES & NET ASSETS	NET (INCOME) / EXPENSE
492 - TIF DISTRICT 3 CAP PRJS	7,800.13	.00	.00	<7,798.45>	<1.68>
494 - PUBLIC WORKS FACILITY	17,745.07	.00	.00	<17,741.30>	<3.77>
510 - STORM SEWER	538,175.95	41,009.62	12,225,299.30	<12,771,426.41>	<33,058.46>
520 - WPCP OPERATING FUND	200.00	.00	30,542,830.02	<30,539,866.91>	<3,163.11>
521 - WPCP REVENUE FUND	6,933,574.68	531,266.90	.00	<7,198,156.61>	<266,684.97>
526 - WPCP CAP IMPR RESERVE	1,134,905.75	.00	.00	<1,134,665.04>	<240.71>
528 - SANITARY SEWER REHAB	200,884.50	.00	.00	<574,472.41>	373,587.91
529 - SEWER NEW CONSTRUCTION	12,785.00	.00	.00	<12,785.00>	.00
530 - COMPOSTING	169,739.87	578.45	84,272.58	<249,482.95>	<5,107.95>
540 - P&R CONCESSIONS	20,894.84	.00	.00	<25,949.09>	5,054.25
550 - TRANSIT OPERATING	136,505.17	.00	1,549,310.42	<1,739,557.67>	53,742.08
681 - OCCUP INSUR ESCROW	142,245.34	.00	.00	<146,858.03>	4,612.69
684 - GRP HEALTH INS ESCROW	2,722,950.17	25,279.26	.00	<2,773,783.98>	25,554.55
686 - W.C. DEDUCTIBLE	37,553.58	.00	.00	<37,545.61>	<7.97>
801 - POLICE PENSION	<1,457.70>	.00	.00	.00	1,457.70
844 - SALES TAX	1,723.16	.00	.00	<1,723.16>	.00
870 - SURETY BONDS/DEPOSITS	1,102.28	.00	.00	<1,102.28>	.00
871 - IA STATE SLEUTH	14,846.11	.00	.00	<14,846.11>	.00
991 - CAPITAL ASSET FUND	.00	.00	44,865,056.30	<44,865,056.30>	.00
999 - PAYROLL LIABILITY ACCTS	246,953.09	.00	.00	<246,953.09>	.00
GRAND TOTAL	25,904,359.77	1,183,772.71	89,266,768.62	<116,917,914.38>	563,013.28

Enter Information to Graph for Council
As of July 31, 2015

	DESCRIPTION		INVESTMNTS
0214.000	WELLS FARGO MONEY MARKET		
00999	CITY-MARSHALLTWN POOLED CASH		
		.15	13,039,578.33
0214.000	WELLS FARGO MONEY MARKET		13,039,578.33
0215.000	IPAIT MONEY MARKET		
00471	POLICE & FIRE STATIONS		
00031132	2014A GO BONDS - STREET		.47
00473	2014 GO BONDS		
00031132	2014A GO BONDS - STREET		4.24
00521	WPCP REVENUE		
			1,003,534.96
0215.000	IPAIT MONEY MARKET	.01	1,003,539.67
0267.000	FARMERS CD (> 1 YR)		
00151	CASH FLOW RESERVE FUND		
		.36	1,000,000.00
00684	GROUP HEALTH INSURANCE ESCROW		
		.36	1,000,000.00
0267.000	FARMERS CD (> 1 YR)		2,000,000.00
0273.000	IPAIT GOV SEC(> 1 YR)		
00521	WPCP REVENUE		
		.41	1,001,254.00
0273.000	IPAIT GOV SEC(> 1 YR)		1,001,254.00
			17,044,372.00

	DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% REMAINING
REVENUES						
4010	PROPERTY TAXES	98,119.97	10,329,114	98,119.97	10,230,994.03	99.05 %
4090	TIF TAXES	20,624.43	1,408,940	20,624.43	1,388,315.57	98.54 %
4100	OTHER CITY TAXES	506,957.96	4,601,695	506,957.96	4,094,737.04	88.98 %
4200	LICENSES & PERMITS	18,332.20	242,350	18,332.20	224,017.80	92.44 %
4600	USE OF MONEY & PROPERTY	10,636.91	152,120	10,636.91	141,483.09	93.01 %
4300	INTERGOVERNMENTAL REVENUE	544,875.47	8,165,205	544,875.47	7,620,329.53	93.33 %
4400	CHARGES FOR SERVICES	715,721.84	8,503,124	715,721.84	7,787,402.16	91.58 %
4500	FINES & FORFEITURES	14,839.15	168,500	14,839.15	153,660.85	91.19 %
4700	SPECIAL ASSESSMENTS	1,729.00	26,678	1,729.00	24,949.00	93.52 %
4800	MISCELLANEOUS REVENUES	470,144.72	748,100	470,144.72	277,955.28	37.15 %
4900	OTHER FINANCING SOURCES	.00	22,500,000	.00	22,500,000.00	100.00 %
**TOTAL REVENUES		2,401,981.65	56,845,826	2,401,981.65	54,443,844.35	95.77 %
EXPENDITURES						
PUBLIC SAFETY						
5005	SALARIES	615,732.99	5,636,071	615,732.99	5,020,338.01	89.08 %
5100	BENEFITS	244,291.28	2,609,600	244,291.28	2,365,308.72	90.64 %
5205	OPERATING	101,309.85	767,878	101,309.85	666,568.15	86.81 %
5700	CAPITAL OUTLAY	80,819.74	481,791	80,819.74	400,971.26	83.23 %
**TOTAL PUBLIC SAFETY		1,042,153.86	9,495,340	1,042,153.86	8,453,186.14	89.02 %
PUBLIC WORKS						
5005	SALARIES	121,041.26	1,095,095	121,041.26	974,053.74	88.95 %
5100	BENEFITS	43,653.01	506,312	43,653.01	462,658.99	91.38 %
5205	OPERATING	84,352.25	1,895,212	84,352.25	1,810,859.75	95.55 %
5700	CAPITAL OUTLAY	129,866.00	488,000	129,866.00	358,134.00	73.39 %
**TOTAL PUBLIC WORKS		378,912.52	3,984,619	378,912.52	3,605,706.48	90.49 %
HEALTH AND SOCIAL SERVICES						
5005	SALARIES	54,403.94	492,860	54,403.94	438,456.06	88.96 %
5100	BENEFITS	15,007.07	155,608	15,007.07	140,600.93	90.36 %
5205	OPERATING	80,513.52	1,058,532	80,513.52	978,018.48	92.39 %
5700	CAPITAL OUTLAY	.00	150	.00	150.00	100.00 %
**TOTAL HEALTH & SOCIAL SERVS		149,924.53	1,707,150	149,924.53	1,557,225.47	91.22 %

	DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% REMAINING
CULTURE AND RECREATION						
5005	SALARIES	155,596.02	1,208,557	155,596.02	1,052,960.98	87.13 %
5100	BENEFITS	38,673.79	410,118	38,673.79	371,444.21	90.57 %
5205	OPERATING	100,113.82	1,081,910	100,113.82	981,796.18	90.75 %
5700	CAPITAL OUTLAY	12,002.94	194,378	12,002.94	182,375.06	93.82 %
**TOTAL CULTURE & RECREATION		306,386.57	2,894,963	306,386.57	2,588,576.43	89.42 %
COMMUNITY & ECONOMIC DEVELMNT						
5005	SALARIES	19,679.14	246,688	19,679.14	227,008.86	92.02 %
5100	BENEFITS	5,774.25	79,548	5,774.25	73,773.75	92.74 %
5205	OPERATING	123,500.92	1,136,343	123,500.92	1,012,842.08	89.13 %
5700	CAPITAL OUTLAY	.00	2,000	.00	2,000.00	100.00 %
**TOTAL COMM & ECONOMIC DV		148,954.31	1,464,579	148,954.31	1,315,624.69	89.83 %
GENERAL GOVERNMENT						
5005	SALARIES	77,084.68	835,638	77,084.68	758,553.32	90.78 %
5100	BENEFITS	64,667.60	224,914	64,667.60	160,246.40	71.25 %
5205	OPERATING	33,162.90	349,648	33,162.90	316,485.10	90.52 %
5700	CAPITAL OUTLAY	6,301.29	236,665	6,301.29	230,363.71	97.34 %
5865	OTHER EXPENDITURES	89.25	0	89.25	<89.25>	.00 %
**TOTAL GENERAL GOVERNMENT		181,305.72	1,646,865	181,305.72	1,465,559.28	88.99 %
ENTERPRISES						
5005	SALARIES	186,315.40	1,779,582	186,315.40	1,593,266.60	89.53 %
5100	BENEFITS	55,624.51	635,238	55,624.51	579,613.49	91.24 %
5205	OPERATING	468,765.02	4,120,603	468,765.02	3,651,837.98	88.62 %
5700	CAPITAL OUTLAY	231.93	5,885,300	231.93	5,885,068.07	100.00 %
5800	DEBT SERVICE PAYMENTS	8,707.57	1,842,640	8,707.57	1,833,932.43	99.53 %
5865	OTHER EXPENDITURES	80.86	4,000	80.86	3,919.14	97.98 %
**TOTAL ENTERPRISES		719,725.29	14,267,363	719,725.29	13,547,637.71	94.96 %
5000	**DEBT SERVICE	.00	3,467,146	.00	3,467,146.00	100.00 %
5000	**CAPITAL PROJECTS	6,015.16	17,985,051	6,015.16	17,979,035.84	99.97 %

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% REMAINING
***TOTAL EXPENDITURES	2,933,377.96	56,913,076	2,933,377.96	53,979,698.04	94.85 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<531,396.31>	<67,250>	<531,396.31>	464,146.31	690.18 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801 844, 999
For the One Month Ending July 31, 2015

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	UNREALIZED TOTAL
2015								
100	PUBLIC SAFETY							
110	Police Administratio	473,115	38,636	80,584	0	592,335	5,255,242	4,662,907
113	Police Dispatch	98,789	30,814	236	0	129,839	1,218,494	1,088,655
140	Fire Protection	274,875	3,863	0	0	278,738	2,797,006	2,518,268
141	Fire Training Divisi	13,246	250	0	0	13,496	138,124	124,628
142	Fire Prevention Bure	0	35	0	0	35	4,500	4,465
170	Civil Defense	0	5,097	0	0	5,097	29,580	24,483
180	Flood Control	0	14,615	0	0	14,615	394	<14,221>
240	Animal Control	0	8,000	0	0	8,000	52,000	44,000
100	PUBLIC SAFETY	860,025	101,310	80,820	0	1,042,155	9,495,340	8,453,185
200	PUBLIC WORKS							
120	Traffic Safety	15,377	18,905	0	0	34,282	237,158	202,876
160	Street Lighting	2,563	1,297	0	0	3,860	250,972	247,112
540	Solid Waste	0	355	0	0	355	113,708	113,353
710	Street Maintenance	101,114	25,330	0	0	126,444	1,737,509	1,611,065
711	Street Cleaning	0	261	0	0	261	7,500	7,239
712	Snow Removal	0	0	129,866	0	129,866	250,728	120,862
740	Sidewalks	0	136	0	0	136	55,000	54,864
750	Street Construction	0	31,972	0	0	31,972	711,000	679,028
760	Engineering	40,095	489	0	0	40,584	490,437	449,853
770	Airport	0	4,911	0	0	4,911	70,490	65,579
790	Parking System	5,545	695	0	0	6,240	60,117	53,877
200	PUBLIC WORKS	164,694	84,351	129,866	0	378,911	3,984,619	3,605,708
300	HEALTH AND SOCIAL SER							
210	Community Health	32,427	76,543	0	0	108,970	1,167,344	1,058,374
480	Senior Citizens Prog	0	2,319	0	0	2,319	137,732	135,413
550	Electrical Inspectio	7,680	9	0	0	7,689	76,174	68,485
560	Building Inspection	19,401	155	0	0	19,556	188,728	169,172
561	Rental Inspection	9,903	691	0	0	10,594	93,877	83,283
581	Nuisance Cleanup	0	797	0	0	797	43,295	42,498
300	HEALTH AND SOCIAL SER	69,411	80,514	0	0	149,925	1,707,150	1,557,225
400	CULTURE AND RECREATIO							
310	Library	80,134	11,849	12,003	0	103,986	1,039,050	935,064
330	City Band	2,896	0	0	0	2,896	9,688	6,792
340	Fisher Community Cen	0	12,794	0	0	12,794	76,760	63,966
410	Parks	60,883	13,113	0	0	73,996	827,476	753,480
420	Recreation	3,969	4,271	0	0	8,240	171,154	162,914
421	Playgrounds/School	37,263	4,347	0	0	41,610	189,440	147,830
440	Swimming Pools	7,389	52,542	0	0	59,931	219,183	159,252
451	Coliseum	1,735	1,198	0	0	2,933	50,202	47,269
460	Convention & Tourism	0	0	0	0	0	260,390	260,390
545	Cable TV	0	0	0	0	0	51,620	51,620

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	UNREALIZED TOTAL
400	CULTURE AND RECREATIO							
400	CULTURE AND RECREATIO	194,269	100,114	12,003	0	306,386	2,894,963	2,588,577
580	Community Beautifica	692	200	0	0	892	20,796	19,904
660	Economic Development	0	50,355	0	0	50,355	94,000	43,645
690	Housing	21,594	72,810	0	0	94,404	1,146,769	1,052,365
715	Tree Removal/Maint	801	0	0	0	801	0	<801>
870	Planning & Zoning	2,366	136	0	0	2,502	203,014	200,512
500	COMMUNITY AND ECONOMI	25,453	123,501	0	0	148,954	1,464,579	1,315,625
600	GENERAL GOVERNMENT							
810	City Council	2,664	0	0	0	2,664	25,407	22,743
820	Technical Services	11,451	37	0	0	11,488	115,622	104,134
830	Mayor	955	35	0	0	990	13,867	12,877
831	City Administrator	13,322	39	0	0	13,361	132,532	119,171
840	City Clerk	8,034	9,487	0	<1>	17,520	147,906	130,386
850	Finance	80,993	5,974	0	0	86,967	675,826	588,859
860	Legal	0	5,268	0	0	5,268	90,000	84,732
880	City Hall	1,434	3,971	0	0	5,405	56,400	50,995
889	Elections	0	0	0	0	0	8,900	8,900
890	General Government	0	1,483	0	90	1,573	168,063	166,490
891	Data Processing	22,900	6,869	6,301	0	36,070	212,342	176,272
600	GENERAL GOVERNMENT	141,753	33,163	6,301	89	181,306	1,646,865	1,465,559
700	BUSINESS TYPE							
180	Flood Control	0	0	0	0	0	1,380,000	1,380,000
430	Pool Concessions	4,951	3,867	200	0	9,018	42,656	33,638
440	Swimming Pools	0	6,600	0	0	6,600	0	<6,600>
520	Sewage Treatment	122,917	63,950	0	8,788	195,655	4,536,169	4,340,514
531	Storm Sewer - WPCP	30,763	3,193	32	0	33,988	616,965	582,977
532	Dike Maintenance	2,806	1,850	0	0	4,656	42,643	37,987
533	Storm Sewer - Permit	0	0	0	0	0	8,000	8,000
540	Solid Waste	2,966	54	0	0	3,020	55,561	52,541
590	Sanitary Sewers	29,297	378,692	0	0	407,989	6,811,865	6,403,876
780	Bus	48,239	10,559	0	0	58,798	773,504	714,706
700	BUSINESS TYPE	241,939	468,765	232	8,788	719,724	14,267,363	13,547,639
800	DEBT SERVICE							
990	Intragovernmental Se	0	0	0	0	0	3,467,146	3,467,146
800	DEBT SERVICE	0	0	0	0	0	3,467,146	3,467,146
900	CAPITAL PROJECTS							

For the One Month Ending July 31, 2015

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	UNREALIZED TOTAL
110	Police Administratio	0	4,981	0	0	4,981	16,500,000	16,495,019
410	Parks	0	0	0	0	0	427,051	427,051
530	Storm Sewer - Engine	0	0	0	0	0	550,000	550,000
580	Community Beautifica	0	111	0	0	111	3,000	2,889
710	Street Maintenance	0	209	0	0	209	0	<209>
750	Street Construction	0	175	0	0	175	500,000	499,825
770	Airport	0	540	0	0	540	5,000	4,460
900	CAPITAL PROJECTS	0	6,016	0	0	6,016	17,985,051	17,979,035
2015		1,697,544	997,734	229,222	8,877	2,933,377	56,913,076	53,979,699

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 19th 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

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

SEPTEMBER 28, 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:

Police Department Awards
Employee Service Awards
25 years, Rick Bellile
5 years, Brad Bateman

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 14, 2015.
2. Approve Bill List in the amount of $969,516.30.
3. Approve Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates, reimbursable improvement amount not to exceed $5,740.
4. Receipt of Building Report – August 2015.
5. Resolution 2015-153 Approving.2015 Concrete Repair Project 76015006, Change Order #1, $1,647.00
6. Resolution 2015-154 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, $9,527.04
7. Resolution 2015-155 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #5, deduct of $18,743.46
8. Resolution 2015-156 Approving 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Certificate of Completion and Final Costs $1,236,927.52
9. Resolution 2015-157 Approving North Center Street Bridge replacement project 76016001, application for federal bridge construction fund
10. Resolution 2015-158 approving Road Use tax report
11. Resolution 2015-159 approving Final Transfer resolution
12. Resolution 2015-160 approving Memorandum of Understanding with Iowa Department of Administrative Services, for participation in State of Iowa "offset" program.
13. Resolution 2015-161 Authorizing Hiring Reserve Police Officers Jerrod Leffler and Raquel Zamora.

(end of consent agenda items

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

REPORT:

14. Third Grade reading update

MOTION

15. Cigarette permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East.

RESOLUTIONS:

16. Resolution 2015-162 approving Confined Space and High Angle Rescue Agreement with Alliant Energy, IPL.
17. Resolution 2015-163 Setting date, October 12, 2015, for a public hearing on a Development Agreement with Teamwork–1, Inc., and the Bobcat Academy, including economic development payments in an amount not to exceed $125,000.
18. 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.

PUBLIC HEARING

19. 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.

ORDINANCES:

20. 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, third reading.

DISCUSSION: Next agenda in process

1. Alcohol permit for Palacios, Inc., dba Rancho Adelinas, 101 N Center Street.
2. Alcohol permit for Godfrey Motors, dba In & Out BP travel Plaza, 1701 Iowa Ave East.
3. Façade grant application 207 E Church Street.
4. Declare surplus, parks department 1996 Ford Windstar (mileage 102k, acquisition cost $9,050) and obsolete self contained breathing apparatus.
5. Transportation services contract renewal with Region 6, relating to Peoplerides, offering para transit and premium ride demand response.
6. Transportation services contract renewal with TMS Management, providing non-emergency medical transportation service for eligible Medicaid participants.
7. Alliant Sewer Extension project 66013014, certificate of completion, final project costs of $231,461.00, Raccoon Valley Contractors.
8. South East South Street Extension project 66013008, hearing on plans and specifications set for October 12.
9. 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.

10. Surface transportation program agreements with the Iowa Department of Transportation,
    a. HMA resurfacing with milling from 500 feet East of 18th Ave to 1.5 miles east on East Main Street, project 76015008
    b. PCC Patching on South 18th Avenue from East Main Street south to Highway 30, project 76015009.
    c. HMA resurfacing with milling on Iowa Avenue East from South Center Street to South 18th Avenue, project 76015010
11. 18th Avenue Improvements project 76015011, accept bid and authorize award of contract
12. Outsource IT Services formal quote, outsource information technology service
13. July Financials

PUBLIC COMMENTS:

ADJOURNMENT:

COUNCIL PROCEEDINGS
September 14, 2015

The Marshalltown City Council met in regular session on September 14, 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. Scout Troop 308 was recognized as attending for a civic merit badge requirement. Present: Gowdy, Hoop, Lamer, Martin, Schubert, Wirin. Absent: Greer. Schubert moved to approve the agenda, second by Wirin. Motion approved 6-0.

CONSENT AGENDA:
Martin moved to approve the Consent Agenda: Approve Council meeting Minutes of August 24, 2015; Approve Bill List in the amount of $1,771,933.50; Receipt of Civil Service New Hire List, WPCP Maintenance / Electrician II; Approve June Preliminary Financials; Resolution 2015-145 Ordering Construction of the 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, hearing on plans and specifications set for Sept 28; Resolution 2015-146 Ordering Construction of the SE South Street Extension 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 66013008, hearing on plans and specifications set for October 12; Resolution 2015-147 Approving SE South Street Extension Project, RISE agreement with the Iowa Department of Transportation, relating to TIG Distributing Development Agreement; Approve Liquor Licenses: (Pending fire inspection passage) NEW: Oktemberfest, Sept 24 - Sept 29; Denny Gray, "Dave's" at 207 E Main Street, Suite #3; RENEWAL: Casey's #1415, Casey's #1564, Kwik Star #394, Big Kmart, Aldi #43, The Stadium, HyVee Drugstore, Zamora Fresh Market, Totem Bowl, Fiddle & Whistle Pub, 13th Street Inn, Palm Beach Grill & Night Club; second by Gowdy. Consent agenda adopted 6-0.

REPORT:
Kenn Vinson, representing Alliant Energy, informed the council the project is 25-30% complete and is estimated to be completed on schedule, weather permitting.

Jenny Etter, Director, Marshalltown Central Business District, reviewed progress of the last quarter. The MCBD group is working with the local chamber and ISU design students to improve retail storefronts. The pedestrian walkway improvement project is in progress, plans should be finalized in a few months.

MOTION
Public Works Director Nickel explained the Police and Fire Advisory Committee reviewed and interviewed all seven firms submitting a proposal for architect services. The top three were very close, with the top two being preferred as all services are available "in house" at Prochaska and Shive Hattery. The third was FEH Design. Paul Peglow, member of the advisory committee, was present to answer questions about the committee process and stated all seven firms were qualified. Councilors Wirin and Lamer recommended the council accept the committee recommendation of the top three firms, and recommended the council proceed with negotiations with Prochaska, favored due to their use of flexible materials, green building construction and Iowa experience. Mayor Lowrance thanked the advisory committee for their service. The cost of the architect service was not evaluated, selection was based on qualifications. The council will approve the architect services contract after negotiation. Wirin moved to have staff proceed with negotiating architect service agreement with Prochaska, second by Lamer. Motion carried 6-0.

RESOLUTIONS:
Schubert moved to adopt Resolution 2015-148 Calling for Submission to the Voters a Ballot Proposition Regarding Levy for the Marshalltown Public Library, second by Martin. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2015-149 Amending TIG Distributing Development Agreement, relating to Urban Renewal project in Area #2, second by Wirin. Resolution adopted 6-0.

Schubert moved to adopt Resolution 2015-150 Setting Hearing on 2015 Amendment to Urban Renewal plan for Marshalltown Urban Renewal Area No. 3, relating to Bobcat Academy, second by Gowdy. Resolution adopted 6-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open regarding the subordination of the lead hazard abatement program lien at 209 N Center Street, Toledo, Iowa. Housing and Community Development Director Spohnheimer explained the appraised valuation of the house is sufficient to cover both the new mortgage and the last year of the 5 year improvement lien. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2015-151 Accepting Subordination Agreement, relating to HUD Lead Hazard Control Program, for Property Interest at 209 N Center Street in Toledo, Iowa, second by Lamer. Resolution adopted 6-0.

PUBLIC HEARING
Mayor Lowrance declared the public hearing open regarding the amendment of the plan for Urban Revitalization for Area #3. The amendment provides residential tax abatement flexibility, with either three, five or ten year options. Tom Deimerly said the options provide traction to the recent housing study. There were no written or public comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-152 Adopting 2015 Amendment to Urban Revitalization Plan for Urban Revitalization Area #3, Tax Abatement, relating to Residential property within city limits, second by Wirin. Resolution adopted 6-0.

ORDINANCES

Wirin moved to adopt the second reading, waive the third reading and adopt Ordinance 14942 to Amend the Code of Ordinances, Section 20-78, reducing speed limit on 18th Avenue to 35 MPH from Jackson Street to 500 feet south of East Anson Street, second by Martin. Ordinance adopted 5-1, with Schubert dissenting due to waiver of a reading.

Schubert moved to adopt the second reading of 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 Lamer. Second reading adopted 6-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Issuance of Bonds – (a) Dilapidated Buildings, (b) Streets, (c) TIG Development project; Façade Grant Application, 16 E Main Street, Clapsaddle-Garber Associates; 2015 Concrete Repair Project 76015006, Change Order #1, $1,647.00; 2012 NE Sanitary Sewer Rehabilitation Project 59011015, Change Order #4, $9,527.04; Change Order #5, $18,743.46; Final Costs $1,236,927.52; North Center Street Bridge replacement project 76016001, application for federal bridge construction fund; Road Use tax report; Final Transfer resolution; Offset program, updated Memorandum of Understanding with Iowa Department of Administrative Services.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

With no further action the meeting adjourned at 7:22 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant - Corrected - spellchecked email

From : Douglas P Husak <Douglas.P.Husak@wellsfargo.com> Tue, Sep 08, 2015 06:19 PM

Subject : FW: Scanned Document/Image From MFP08571PLT02 - Facade Grant - Corrected - spellchecked email 1 attachment

To : Clerk@ci.marshalltown.ia.us

Cc : krezac@qwestoffice.net, director@marshalltownmainstreet.com, gdprimus@gmail.com, stroskey@cgaconsultants.com

Shari – pls disseminate to council members.

To: Marshalltown City Council Members,

We have received two apps (one for each façade) for 16 E Main St., from Clap-Saddle-Garber. The work to be done involves the north side of their building which is viewable from the north, and the west side of the building, also viewable from the north.

Estimates have been received and are included in the attachment as follows:
North - $10,510 in project costs – grant app for $2,627.50
West - $12,450 in project costs – grant app for $3,112.50

Total project = $22,960, Total reimbursement request = $5,740

The committee has reviewed the applications and approved them. We feel that the west side of the building, although not as visible to the public, is bordering a public parking lot and is still in sight sufficient enough to warrant inclusion in the façade grant program. Both walls suffer from falling brick and are in need of repair, and the surrounding building and neighbors will benefit from this project aesthetically as well.

This will be presented at the 9/14 City Council mtg. Let me know if you have questions.

Thanks, Doug
Façade/Code Chair

From: Douglas.P.Husak@wellsfargo.com [mailto:Douglas.P.Husak@wellsfargo.com]
Sent: Friday, September 04, 2015 11:56 AM
To: Husak, Douglas P.
Subject: Scanned Document/Image From MFP08571PLT02

image2015-09-04-115554.pdf
689 KB

To : MCBD

August 21, 2015

CGA Properties owns the building at 16 East Main Street. In 2003 a mural was painted on the north side of the building (facing the public parking lot.) At that time some tuck-pointing and general repair work was completed on the brick exterior.

Today there is a need to repair much of the brick work on the north and west sides. Mortar is falling off in some areas and portions of bricks are beginning to come loose. CGA Properties has contacted Pajic Tuckpointing out of Waterloo to make the needed repairs. This company recently did the repair work on the police building.

CGA intends to seek options for replacing the mural but at this time the plan is to paint over both sides in order to leave a black space for any future artwork. The paint color will be one of the approved colors found in the Marshalltown Zoning Ordinance. This project does not require a building permit.

Photos of some of the damage are included in this packet.

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

Thank you,

Steve Troskey

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Marshalltown Central Business District Façade Improvement Program Downtown TIF District

Checklist of Application Items:

Please complete application process in the order listed below:

☒ Three (3) drawings of the proposed work (to scale). N/A
(Tim Reinders of Iowa Main Street can provide free architectural drawings)

☒ Brief narrative description of the project

☒ Picture(s) of façade and particular building area(s) to be enhanced

☒ One (1) original completed application form

☒ See City Zoning Office - Signature of City Staff

Approved_____ Not Applicable___X___

☒ One (1) contractor's estimate
- Estimate must include only the work proposed for the project
- The estimate must include a brief description and methodology of the work to be done (include drawings if necessary), it can not simply be a list of items
- Contractor resume of prior experience

☒ City Building Permit – Signature of Building Inspector N/A

☒ Color/material samples, if requested by the MCBD.

☒ Required signatures
- Signature of owner is required, if the applicant is not the owner.

☐ Meet with MCBD, Main Street Downtown Incentive Committee to review application.

☐ The Downtown Incentive Committee will recommend approval or disapproval to the City Council – request is subject to approval by the City Council

Marshalltown Central Business District
Façade Grant Application

Property Information:

Address: 16 EAST MAIN ST.

Current Tenant (Business Name): CGA ENGINEERS

Use: OFFICE Zoning: CBD

Applicant Information:

Name of Applicant: CGA PROPERTIES

Mailing Address: 16 EAST MAIN 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: _____

NORTH WALL

Proposed use of funds (Check all that apply)	Est. Cost
___ Awning	$
___ Awning with façade project	$
X Brick cleaning and tuckpointing	$ 8,560
___ Exterior lighting	$
X Painting of exterior surface	$ 1,950
___ Preservation of architectural elements	$
___ Removal of inappropriate elements	$
___ Signage	$
___ Storefront rehabilitation/restoration	$
___ Window and/or door repair	$
___ Other; explain	$
Total estimated cost	$ 10,510
Grant amount requested	$ 2,627.50
Low Interest Loan amount requested	$ Ø

(Low Interest Loan Available with Participating Banks – See overview)

Marshalltown Central Business District
Façade Grant Application

Property Information:

Address: _____

Current Tenant (Business Name): _____

Use: _____ Zoning: _____

Applicant Information:

Name of Applicant: _____

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

WEST WALL

Proposed use of funds (Check all that apply)	Est. Cost
___ Awning	$_____
___ Awning with façade project	$_____
X Brick cleaning and tuckpointing	$12,450
___ 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	$12,450
Grant amount requested	$3,112.50
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*

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 Tinkey — 8-21-15
Signature of Applicant — **Date**

[signature] — 8-21-15
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

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

BUILDING REPORT FOR THE MONTH OF AUGUST 2015

the City of Marshalltown

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24087	Carlos Herrera	1806 West State Street	New Garage			$13,000		$223
24088	ABCM Corp.	3109 S. Center Street	Alter Building				$141,000	$1,240
24089	Briian McCarthy	1914 Knollwood Drive	Alter Dwelling		$20,000			$321
24090	Glenwood Place	2907 South 6th Street	Alter Building				$25,000	$392
24091	Dennis Gray	207 East Main Street	Alter Building				$4,000	$97
24092	Jim Willey	104 West Olive Street	Alter Dwelling		$37,000			$512
24093	RK ASPEN Marshalltown	2615 South Center St.	New Building				$475,000	$3,244
24094	Roger Brown	107 North1st Street	New Building				$24,000	$377
24095	Larson Family Real Estate	27 W. Berle Road	Alter Building				$265,000	$1,984
24096	Emerson Process Management	205 South Center St.	New Structure				$79,000	$847
24097	Center Street Baptist Church	1202 South Center St.	New Shed			$4,000		$97
24098	Matt Pisny	2107 South Center St.	Alter Building				$300,000	$2,194
24099	Douglas Hagele	1203 Fremont Street	Alter Dwelling		$4,000			$97
			TOTALS:	**$0**	**$61,000**	**$17,000**	**$1,313,000**	**$11,625**

TOTAL IMPROVEMENT AMOUNT: $1,391,000

	Units	Permits	Permits	Permits	Permits	Demo Permits
# OF PERMITS:	**0**	**0**	**3**	**2**	**8**	**0**

Scott A. Riemenschneider, Chief Building Official

the City of Marshalltown

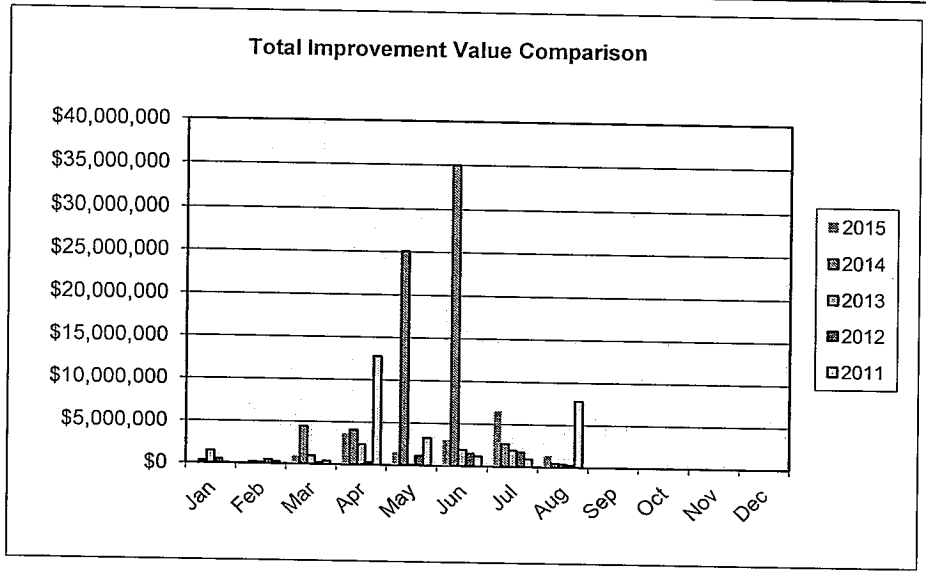
Building Division Improvement Value & Fee Summary - Aug. 2015

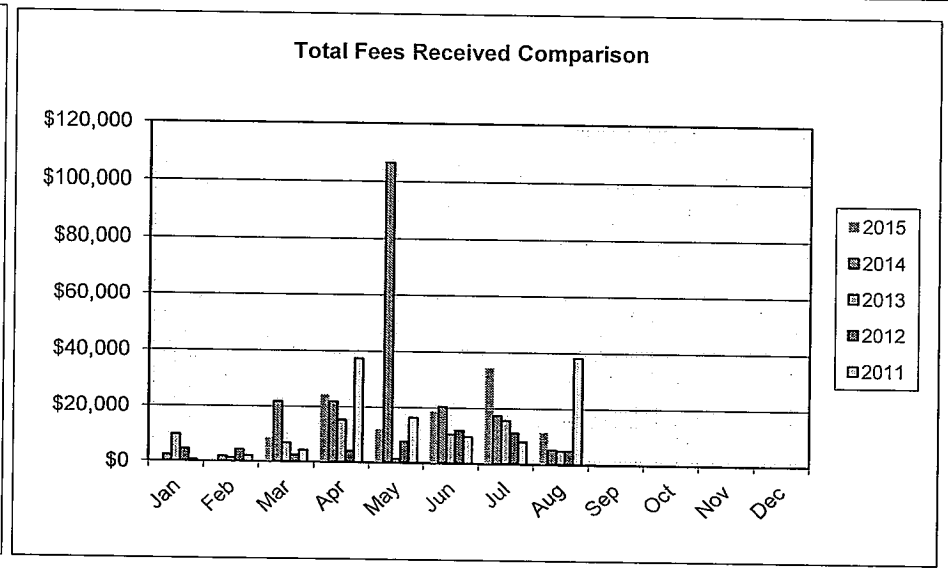
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	$0	$57,000	$941,000	$3,671,000	$1,516,000	$3,067,000	$6,572,000	$1,391,000					$17,215,000
2014	$311,000	$206,000	$4,457,000	$4,101,000	$25,076,000	$35,000,000	$2,712,000	$470,000					$72,333,000
2013	$1,470,000	$101,000	$953,000	$2,413,000	$91,000	$1,952,000	$1,922,000	$373,000					$9,275,000
2012	$489,000	$449,000	$178,000	$292,000	$1,105,000	$1,500,000	$1,732,000	$316,000					$6,061,000
2011	$30,000	$211,000	$382,000	$12,768,000	$3,274,000	$1,187,000	$917,000	$7,834,000					$26,603,000

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	$0	$762	$8,610	$24,464	$12,214	$18,787	$34,441	$11,625					$110,903
2014	$2,414	$1,980	$21,811	$22,054	$106,382	$20,451	$17,496	$5,278					$197,866
2013	$9,824	$1,416	$7,030	$15,486	$1,408	$10,443	$15,753	$4,939					$66,299
2012	$4,789	$4,470	$2,640	$4,259	$7,811	$12,060	$11,267	$4,962					$52,258
2011	$593	$2,266	$4,377	$37,412	$16,471	$9,698	$8,081	$38,227					$117,125





RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 CONCRETE REPAIR PROJECT NUMBER 76015006,
AN INCREASE OF $1,647.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Day Construction Services, Inc., of Marshalltown, IA, for the labor and material for the 2015 Concrete Repair, Project number 76015006; and

WHEREAS an additional amount of $1,647.00, is requested for repair of poor subgrade conditions found under pavement on S 5th Ave, changing the contract amount to $150,667.00

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

Section1. That the contract Change Order #1 for the 2015 Concrete Repair, Project 76015006, in the increased amount of $1647.00, is hereby accepted and approved.

Passed this 28th day of September 2015, and signed this _____ day of September 2015.

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: DAY CONSTRUCTION
1721 TAYLOR AVE.
MARSHALLTOWN IOWA 50158

PROJECT: 2015 Concrete Repair Project

SUBJECT: CHANGE ORDER # 1

PROJECT NUMBER 76015006

DATE: September 2nd, 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:

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) TriAx Geogrid (366.0 SY)

8002) ¾" Clean Rock Sub-base (366.0 SY)

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

8001) Poor sub-grade conditions were found once existing pavement was removed, Triax Geogrid was used to stabilize the rock sub-base

8002) ¾" Clean Rock was used to provide adequate sub-base drainage.

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: Day Construction Services LLC

BY: RB

DATE: 8/21/15

CITY ENGR: _____

DATE: _____

PROJECT ENGR: _____

DATE: _____

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 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76015006 Change Order #1 – Day Construction for the 2015 Concrete Repair Project in the City of Marshalltown.

Policy Issue: City policy requires all Change Orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Order #1 which increases the contract total by $1,647.

Background: Change Order #1 includes (2) additional items required to repair poor subgrade conditions found under pavement on S 5th Ave.

Budget Impact: This project has sufficient Road Use funds

Attachment: Change Order #1

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

RAW

RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR
THE 2012 NE SANITARY SEWER REHABILITATION PROJECT
BEING PROJECT NUMBER 59011015
AN INCREASE OF $9,527.04

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Municipal Pipe Tool Co., for the labor and material for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015; and

WHEREAS an increase for an adjustment to quantities is necessary to the original project quantities.

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

Section1. That the contract Change Order #4 for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015, in the increased amount of $9,527.04, is hereby accepted and approved.

Passed this 28th day of September 2015 and signed this _____ day of _____2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Change Order
No. 4 Corrected

Project: **2012 NE Sanitary Sewer Rehabilitation Project – Marshalltown, Iowa**	Date of Contract: **May 13, 2013**
Owner: **City of Marshalltown**	Owner's Contract No.: **59011015**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-12C.600**
Contractor: **Municipal Pipe and Tool Co.**	Date of Issuance: **March 10, 2015**

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS: This change order shall be under **Owners Contract No. 66013014**

ITEM NO.	DESCRIPTION	UNIT	ADD/DEDUCT QTY	UNIT PRICE	TOTAL PRICE
~~CO-A1~~	~~Transition Liner 27"OD,10.5 MM~~	~~EA~~	~~-1~~	~~$4,265.21~~	~~($0.00)~~
~~CO-A1~~	~~Transition Liner 30"OD, 12 MM~~	~~EA~~	~~-1~~	~~$5,871.34~~	~~($0.00)~~
~~CO-A1~~	~~Transition Liner 33"OD, 13.5 MM~~	~~EA~~	~~-1~~	~~$6,939.05~~	~~($6,939.05)~~
CO-A1.1	Transition Liner - 24" to 38" to 24", 15 MM	EA	1	~~$9,527.04~~	$9,527.04
	Estimated Change from Additions				**$9,527.04**

Attachments: Contractor's Quote - Only 1 of the 4 options is required.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$989,574.05

☒ Increase ☐ Decrease from previously approved Change Orders: N/A

$256,569.90

Contract Price prior to this Change Order:

$1,246,143.95

☒ Increase ☐ Decrease of this Change Order:

$9,527.04

Contract Price incorporating this Change Order:

$1,255,670.99

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar
Substantial completion: July 30, 2014
Ready for final payment: August 30, 2014

☒ Increase ☐ Decrease from previously approved Change Orders:
Substantial completion (days): Dec. 15, 2014
Ready for final payment (days): Jan. 15, 2015

Contract Times prior to this Change Order:
Substantial completion: Dec. 15, 2014
Ready for final payment: Jan. 15, 2015

☒ Increase ☐ Decrease of this Change Order:
Substantial completion: April 15, 2015
Ready for final payment: May 15, 2015

Contract Times with all approved Change Orders:
Substantial completion: April 15, 2015
Ready for final payment: May 15, 2015

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: Sept. 8, 2015

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Sharon Waschkat
Contractor (Authorized Signature)
Date: 9/8/15

Municipal Pipe Tool Company LLC
Quotation
515 5th Street
Hudson, IA 50643
Ph 319-988-4205 Fax 319-988-3506

Quotation

Quote Number: 3089

Quote Date: Jan 16, 2015

Quoted to:

City of Marshalltown
Attn: Accounts Payable
24 North Center St.
Marshalltown, IA 50158-4911

Fax: 641-754-5717

Customer ID	Good Thru	Payment Terms	Sales Rep
MARSHA	2/15/15	Net 30 Days	

Quantity	Description	Unit Price	Extension
1.00	Transition from 24" to 38" to 24" for Alliant add on	9,527.04	9,527.04
	We will need an extension of time to April 30, 2015 to do when we are close to the area and after winter is done. As this is a water install.		
	RR Insurance, permits, flaggers are not included.		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

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

Subtotal	9,527.04
Sales Tax	
Total	9,527.04

ACCEPTED BY: Signature_____ Title _____ Date_____

Scheduling Contact Person:_____ Phone #:_____ Cell Phone:_____

TV Reports -Circle One: VHS / DVD

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 8, 2015

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

From: Justin Nickel
Director of Public Works

Re: CO #4 and #5, Certificate of Substantial Completion, and Engineer's Statement of Completion – 2012 NE Sanitary Sewer Rehabilitation Project (59011015)

Policy Issue: City policy requires all change orders be approved and reported in the same manner as the original contract

Recommendation: Staff recommends approving the change orders, the Certificate of Substantial Completion, and the Engineer's Statement of Completion.

Background: Change Order #4 increases the contract price by $9,527.04 for irregular pipe transition from 24 inch to 38 inch. Change Order #5 rectifies the final quantities used decreases the contract price by $18,743.46. The final contract price is $1,236,927.52.

Budget Impact: Alliant Energy will reimburse the City for the work associated with Change Order #3 and #4 for an amount equal to $264,489.38. The work in the original project scope is under budget.

Attachment: CO #4 and #5, Certificate of Substantial Completion, and Engineer's Statement of Completion

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR
THE 2012 NE SANITARY SEWER REHABILITATION PROJECT
BEING PROJECT NUMBER 59011015
A DECREASE OF $18,743.46

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Municipal Pipe Tool Co., for the labor and material for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015; and

WHEREAS an adjustment to final quantities is necessary to the original project quantities.

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

Section1. That the contract Change Order #5 for the 2012 NE Sanitary Sewer Rehabilitation, Project Number 59011015, in the decreased amount of $18,743.46, is hereby accepted and approved.

Passed this 28th day of September 2015 and signed this _____ day of _____2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Change Order
No. 5

Project: **2012 NE Sanitary Sewer Rehabilitation Project – Marshalltown, Iowa**	Date of Contract: **May 13, 2013**
Owner: **City of Marshalltown**	Owner's Contract No.: **59011015**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-12C.600**
Contractor: **Municipal Pipe and Tool Co.**	Date of Issuance: **September 8, 2015**

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS: Adjustment to Final Quantities for Projects 59011015 and 66013014

ITEM NO.	DESCRIPTION	UNIT	ADD/DEDUCT QTY	UNIT PRICE	TOTAL PRICE
	Owner's Contract No. 59011015	LS	1	($20,799.58)	($20,799.58)
	Owner's Contract No. 66013014	LS	1	$2,056.12	$2,056.12
	Change from Additions				**($18,743.46)**

Attachments: Adjustment to Final Quantities

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$989,574.05

☒ Increase ☐ Decrease from previously approved Change Orders: N/A

$259,157.89

Contract Price prior to this Change Order:

$1,255,670.99

☒ Increase ☐ Decrease of this Change Order:

-$18,743.46

Contract Price incorporating this Change Order:

$1,236,927.52

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar
Substantial completion: July 30, 2014
Ready for final payment: August 30, 2014

☒ Increase ☐ Decrease from previously approved Change Orders:
Substantial completion (days):
Ready for final payment (days):

Contract Times prior to this Change Order:
Substantial completion: April 15, 2015
Ready for final payment: May 15, 2015

☒ Increase ☐ Decrease of this Change Order:
Substantial completion: April 16, 2015
Ready for final payment: September 15, 2015

Contract Times with all approved Change Orders:
Substantial completion: April 16, 2015
Ready for final payment: September 15, 2015

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: Sept. 8, 2015

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Shawn Waschkat
Contractor (Authorized Signature)
Date: 9/8/15

Change Order No. 5 - Adjustment to Final Quantities

For (contract): Marshalltown 2012 NE Sanitary Sewer Rehab — Owner's Proj. No.: 59011015

Contractor: Municipal Pipe Tool Co. LLC — Engineer's Proj. No.: 2014-11A

A		B			C	D	E	F		G
Item										
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	**Change in Quantities**	Total Completed	% (F / B)	**Change Order Number 5 Adj. to Final**
1	Mobilization	1	$10,817.00	$10,817.00	1	$10,817.00	-	$10,817.00	100.0%	**$0.00**
2	Cementitious Mortar Liner of Manhole, 48" dia	1324.82	$82.95	$109,893.82	993	$82,369.35	**(331.82)**	$82,369.35	75.0%	**-$27,524.47**
3	Cementitious Mortar Liner of Manhole, 60" dia	77.38	$94.50	$7,312.41	40.7	$3,846.15	**(36.68)**	$3,846.15	52.6%	**-$3,466.26**
4	Cementitious Mortar Liner of Manhole, 72" dia	20	$94.50	$1,890.00	19.25	$1,819.13	**(0.75)**	$1,819.13	96.3%	**-$70.88**
5	New Chimney Seal, Internal Seal	179	$294.00	$52,626.00	151	$44,394.00	**(28.00)**	$44,394.00	84.4%	**-$8,232.00**
6	CIPP Lining 6"	1036	$23.50	$24,346.00	111.9	$2,629.65	**(924.10)**	$2,629.65	10.8%	**-$21,716.35**
7	CIPP Lining 8"	26489	$19.75	$523,157.75	26897.9	$531,233.53	**408.90**	$531,233.53	101.5%	**$8,075.78**
8	CIPP Lining 10"	403	$21.75	$8,765.25	400.8	$8,717.40	**(2.20)**	$8,717.40	99.5%	**-$47.85**
9	CIPP Lining 12"	4277	$26.00	$111,202.00	4004.9	$104,127.40	**(272.10)**	$104,127.40	93.6%	**-$7,074.60**
10	CIPP Lining 15"	242	$60.00	$14,520.00	873.9	$52,434.00	**631.90**	$52,434.00	361.1%	**$37,914.00**
11	CIPP Lining 18"	306	$60.00	$18,360.00	302.9	$18,174.00	**(3.10)**	$18,174.00	99.0%	**-$186.00**
12	Service Reconnection	701	$50.00	$35,050.00	702	$35,100.00	**1.00**	$35,100.00	100.1%	**$50.00**
13	Protruding Tap Cut	43	$150.00	$6,450.00	67	$10,050.00	**24.00**	$10,050.00	155.8%	**$3,600.00**
14	Concrete Boxout Around Frame	24	$834.75	$20,034.00	23	$19,199.25	**(1.00)**	$19,199.25	95.8%	**-$834.75**
15	Concrete Boxout Around Frame, and New Frame	23	$960.75	$22,097.25	24	$23,058.00	**1.00**	$23,058.00	104.3%	**$960.75**
16	Traffic Control	1	$6,600.00	$6,600.00	1	$6,600.00	-	$6,600.00	100.0%	**$0.00**
17	Remove & Replace 8" PCC Boxout Beyond 84" Dia. Hole or 25 S.F. Hole	15	$132.25	$1,983.75	31.42	$4,155.30	**16.42**	$4,155.30	209.5%	**$2,171.55**
18	Add Precast Grade Ring	10	$63.25	$632.50	26	$1,644.50	**16.00**	$1,644.50	260.0%	**$1,012.00**
19	Heavy Cleaning	10,000	$1.75	$17,500.00	6354	$11,119.50	**(3,646.00)**	$11,119.50	63.5%	**-$6,380.50**
20	Cutting tap in segment K06-011/K06-010 - per hour		$475.00		2	$950.00	**2.00**	$950.00		**$950.00**
	Sub Totals			**$993,237.73**		**$972,438.15**		**$972,438.15**		**-$20,799.58**
Related to Change order #4 for Alliant Energy AKA A1										
2	Manhole Liner - 48" MH - Addition	106.7	$82.95	$8,850.77	121.25	$10,057.69	**14.55**	$10,057.69	113.6%	**$1,206.92**
	Chimney Seals - Additions	11	$294.00	$3,234.00	11	$3,234.00	-	$3,234.00	100.0%	**$0.00**
9	CIPP lining, 12" OD - Addition	1563	$26.00	$40,638.00	1579.4	$41,064.40	**16.40**	$41,064.40	101.0%	**$426.40**
12	Service Reconnection - Addition	5	$50.00	$250.00	4	$200.00	**(1.00)**	$200.00	80.0%	**-$50.00**
13	Protuding Tap - Additions	1	$150.00	$150.00	0	$0.00	**(1.00)**	$0.00		**-$150.00**
14	Concrete Boxout - Addition	1	$834.75	$834.75		$0.00	**(1.00)**	$0.00		**-$834.75**
15	Concrete Boxout and New Frame -Ad	2	$960.75	$1,921.50	3	$2,882.25	**1.00**	$2,882.25	150.0%	**$960.75**
CO-A1	CIPP lining, 24" OD, 9MM - Addition	2141.6	$92.00	$197,027.20	2147	$197,524.00	**5.40**	$197,524.00		**$496.80**
CO-A1	Transition Liner-38"OD	1	$9,527.04	$9,527.04	1	$9,527.04	-	$9,527.04	100.0%	**$0.00**
	Sub Totals			**$262,433.26**		**$264,489.38**		**$264,489.38**		**$2,056.12**
	Grand Total			**$1,255,670.98**		**$1,236,927.52**		**$1,236,927.52**	**98.5%**	**-$18,743.46**

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS MUNICIPAL PIPE AND TOOL CO.
IN THE AMOUNT OF $1,236,927.52 FOR CONSTRUCTION OF THE
2012 NE SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 59011015

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2012 NE Sanitary Sewer Rehabilitation Project.

WHEREAS, said project has been completed by Municipal Pipe and Tool Co., of Hudson, 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 2012 NE Sanitary Sewer Rehabilitation Project, being project number 59011015, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $1,236,927.52.

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 Municipal Pipe and Tool Co., including the payment of the items called for in said contract and approved for final payment.

Passed this 28th day of September 2015 and signed this _____day of _____2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: **2012 NE Sanitary Sewer Rehabilitation Project**	Date of Contract: **May 13, 2013**
Owner: **City of Marshalltown, Iowa**	Owner's Contract No.: **59011015 and 66013014**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-12C**
Contractor: **Municipal Pipe and Tool Co.**	

I hereby state that the construction of **2012 NE Sanitary Sewer Rehabilitation Project** by a Contract dated May 13, 2013 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on September 8, 2015. The Contract completion date is September 15, 2015.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **$1,236,927.52**.

The derivation of this total amount is tabulated on the Pay Request No. 9 - Final.

The Contractor has asked for early release of retained funds in accordance with the laws of the State of Iowa as shown on the attached letter dated July 30, 2015. The total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council. The total amount due is **$71,148.46** as shown on the final pay request; Pay Request No. 9.

Signed:

FOX Engineering Associates

By: _____
Scott Renaud, P.E

Iowa Registration No.: 12109

Date: Sept. 8, 2015

FOX PN: 2407-12c and 2407-13a

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:
Engineer
Contractor
Owner
IDNR

MUNICIPAL PIPE TOOL CO. LLC.

515 FIFTH STREET – PO BOX 398 – HUDSON, IA 50643 www.munipipe.com
Phone: 319-988-4205 Toll Free: 1-800-798-4205 Fax: 319-988-3506

July 30, 2015

City of Marshalltown
24 N Center St
Marshalltown, IA 50158

Re: Request for Early Release of Retained Funds
2012 NE Sanitary Sewer Rehabilitation
City of Marshalltown, IA

More than ten calendar days prior to this request, Municipal Pipe Tool Co., LLC (MPT) gave notice per Iowa Code 26.13 paragraphs f and g to all known subcontractors, sub-subcontractors, and suppliers.

MPT is requesting an early release of funds on a public improvement project or a highway, bridge, or culvert project designated as Wastewater Collection System Rehab Phase. This request is made pursuant to Iowa Code section 26.13. This project is substantially completed and we request the release of all retained funds owed.

Sincerely,

Sharon Waschkat

Sharon Waschkat
Chief Operations Officer

State of Iowa
County of Black Hawk

This instrument was acknowledged before me on July 30, 2015 by Sharon Waschkat.

Kathy McFarland
Notary Public

KATHY McFARLAND
COMMISSION NO. 7 197
MY COMMISSION EXPIRES
2/28/15

Certificate of Substantial Completion

Project: **2012 NE Sanitary Sewer Rehabilitation Project**	Date of Contract: **May 13, 2013**
Owner: **City of Marshalltown, Iowa**	Owner's Contract No.: **59011015 and 66013014**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-12C**
Contractor: **Municipal Pipe and Tool Co.**	

This Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Not amended.

Contractor's Amended Responsibilities:

Not amended.

The following documents are attached to and made part of this Certificate:

All work complete. No punchlist.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

[signature]	Sept. 8, 2015
Executed by Engineer	Date
Sharon Wascilmat	9/8/15
Accepted by Contractor	Date
Accepted by Owner	Date

RESOLUTION TO AUTHORIZE FEDERAL BRIDGE CONSTRUCTION FUND APPLICATION FOR NORTH CENTER STREET BRIDGE REPLACEMENT PROJECT NUMBER 76016001 FOR THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF $1,725,000.00

WHEREAS, there is herewith submitted to this Council an application for Federal Bridge Construction Fund Assistance for North Center Street Bridge Replacement , being Project No. 76016001 and

WHEREAS, the Council has examined same and consents to the filing of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the application for Federal Bridge Construction Fund for the North Center Street Bridge Replacement Project and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this 28th day of September and signed this_____ day of _____2015.

_____
James L. Lowrance, Mayor

ATTEST:

_____
SHARI L. COUGHENOUR, 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 9, 2015

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

From: Justin Nickel
Director of Public Works

Re: Application for Federal and State Bridge Funds – North Center Street Bridge over the Iowa River

Policy Issue: Application for funding requires governing body approval

Recommendation: Staff recommends approving an application for federal and state bridge funding be submitted to the Iowa DOT. Applications are due by October 1, 2015.

Background: The County Engineer approached City staff about an opportunity to apply for federal and state bridge replacement funds. The City and County will partner to fund the reconstruction of the North Center Street Bridge. The County will handle administration of design and construction. The bridge is in need of replacement and is expected to rank well on the state priority list due to the bridge's low sufficiency rating, average daily traffic, length of detour and its low weight carrying capacity. The bridge is scheduled for replacement in the County CIP for FY17. If federal funding is received, the County will not request any further financial contribution from the City.

Budget Impact: None

Attachment: City Bridge Priority Point Rating Worksheet

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

IOWA DOT
Form 517007 {5-2014}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Cover Sheet

Now therefore let it be resolved that the city council of MARSHALLTOWN (city name), Iowa

on _____ (month/day/year) did hereby approve and adopt the annual

City Street Financial Report from July 1, 2014 (year) to June 30, 2015 (year).

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Brian DeMoss	bdemoss@ci.marshalltown.ia.us	24 N Center St	Marshalltown	50158-4911
Hours	**Phone**	**Extension**	**Alternate Phone**	
8am - 5pm	(641) 754-5760		(641) 754-5702	

Preparer Information

Name	E-mail Address	Phone	Extension
Brian DeMoss	bdemoss@ci.marshalltown.ia.us	(641) 754-5760	

Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
James L. Lowrance	jlowrance@ci.marshalltown.ia.us	24 N Center St	Marshalltown	50158-4911
Phone	**Extension**			
(641) 754-5700				

Resolution Number _____

_____ Signature Mayor

_____ Signature City Clerk

IOWA DOT
Form 517007 (5-2014)
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name	City Number
MARSHALLTOWN	4797

Fiscal Year
2015

Summary Statement Sheet

Round Figures to Nearest Dollar

	Column 1 Road Use Tax Fund	Column 2 Other Street Monies	Column 3 Street Debt	Column 4 Totals
A. BEGINNING BALANCE				
1. July 1 Balance	2,188,825	87,569	0	2,276,394
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	2,188,825	87,569	0	2,276,394
B. REVENUES				
1. Road Use Tax	2,864,926			2,864,926
2. Transfer of Jurisdictions Fund				
3. Property Taxes		490,644	1,483,415	1,974,059
4. Special Assessments		14,730		14,730
5. Miscellaneous		2,157,794	656,924	2,814,718
6. Proceeds from Bonds, Notes, and Loans		2,000,000		2,000,000
7. Interest Earned		9,165		9,165
8. Total Revenues (Lines B1 thru B7)	2,864,926	4,672,333	2,140,339	9,677,598
C. Total Funds Available (Line A3 + Line B8)	5,053,751	4,759,902	2,140,339	11,953,992

Round Figures to Nearest Dollar

	Column 1 Road Use Tax Fund	Column 2 Other Street Monies	Column 3 Street Debt	Column 4 Totals
EXPENSES				
D. Maintenance				
1. Roadway Maintenance	836,179	905,890		1,742,069
2. Snow and Ice Removal	200,508	17,735		218,243
E. Construction, Reconstruction and Improvements				
1. Engineering	188,125	390,884		579,009
2. Right of Way Purchased		1,500		1,500
3. Street/Bridge Construction	961,262	1,198,184		2,159,446
4. Traffic Services	333,733	63,215		396,948
F. Administration	146,983	30,687		177,670
G. Equipment (Purchased or Leased)	26,863			26,863
H. Miscellaneous				
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			1,817,415	1,817,415
2. Bonds, Notes and Loans - Interest Paid			322,924	322,924
TOTALS				
K. Total Expenses (Lines D thru J)	2,693,653	2,608,095	2,140,339	7,442,087
L. Ending Balance (Line C-K)	2,360,098	2,151,807	0	4,511,905
M. Total Funds Accounted For (K + L = C)	5,053,751	4,759,902	2,140,339	11,953,992

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2014-15

WHEREAS the fiscal year 2015 budget provides for certain transfers between funds and, whereas the books should now indicate appropriate transfers;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the Finance Director be directed to make said transfers as follows:

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
		Cash Transfers					
Road use tax fund	General	Reimbursement to general fund for employee wages associated with the public works department	800,000	50,000.00	850,000.00	850,000	-
Road use tax fund	Federal Street Grants	City portion of Federal street grants	195,000	(195,000.00)	0.00	0	-
Nicholoson Ford Reap Grant	Bike Path Fund	Close grants with residual dollar amounts	-	3,992.00	3,992.00	3,996	(4)
Police Grants	Police Dontations	Excess expenses over grant	-	0.00	0.00	930	(930)
Employee benefits fund	General	Reimbursement to general fund for employee benefits (fica, medicare, ipers, group health insurance, workman 's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for payouts)	2,723,361	52,400.00	2,775,761.00	2,224,601	551,160
Police & fire retirement	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRSI)	1,275,758	0.00	1,275,758.00	1,200,431	75,327
Softball Association	General	Cover part of park and rec employee wages associated with the softball complex	8,000	0.00	8,000.00	6,000	2,000
Storm Sewer	General	Cover Wages pad by General fund.	-	0.00	0.00	182	(182)
Softball Association	Parks and Rec Donation Fund	Cover MSA Expenses	-	0.00	0.00	128	(128)
Parks and Rec Donation Fund	Bike Path Fund	Cover Remaining Bike Expenses	-	0.00	0.00	250	(250)

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
CIP Tax Collection Fund	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were receipted.	553,500	(245,775.00)	307,725.00	392,597	(84,872)
Emergency Levy Fund	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	160,885	3,266.00	164,151.00	162,467	1,684
General	TIF tax collection fund	Interfund Loan for TIF legal expenses	0.00	0.00	0.00	5,000	(5,000)
TIF tax collection fund	General	Legal Fees paid by general fund. Cash is transferred from TIF collection fund where the property taxes are collected.	0.00	0.00	0.00	1,667	(1,667)
General fund	Coliseum Activity Fund	City portion of operating expenses	31,817	0.00	31,817.00	6,199	25,618
Employee benefits fund	Coliseum Activity Fund	Reimbursement to Coliseum Activity Fund for employee benefits	5,346	0.00	5,346.00	5,265	81
Cash Flow Reserve Fund	TIF District IV Cap Projects	TIF expenditures	100,000	(100,000.00)	0.00	0	-
CIP Tax Collection Fund	Building reserve fund	Capital expenditures for governmental funds in relation to capital building maintenance	-	50,000.00	50,000.00	50,000	-
Carnagie/City Hall Revitalization Fund	Building reserve fund	To close Carnagie/City Hall Revitalization Fund	-	7,577.00	7,577.00	7,577	0
Local Option Sales Tax	Employee benefit fund	Property tax relief from local option sales tax (LOST) collected	2,450,000	0.00	2,450,000	2,450,000	-
Employee benefits	HUD lead grant program	Benefits for HUD lead program employees (city match for grant)	47,745	0.00	47,745.00	37,803	9,942
HUD Lead #4	HUD Lead Match Fund	Transfer excess match funds	10,075	0.00	10,075.00	17,187	(7,112)
TIF tax collection fund	Debt Service	Portion of 2008A & 2011 A & B refunding bond & 2012A issue paid with tax increment financing property taxes	885,452	0.00	885,452.00	874,324	11,128

			-	-	-	-	-
Transferred From	Transferred To	Explanation of activity	Per Original Budget	Amendment	Final Budget Amount	Total Cash Transfers	Remaining Budget Available
Sanitary Sewer Rehab Projects	WPCP Plant Improvements	Move cash amongst capitals projects to close individual projects	-	0.00	0.00	49,646	(49,646)
WPCP funds	WPCP funds	Cover consolidation of project funds within wpcp series and move dollars from wpcp revenue fund to wpcp expenditure fund	5,700,000	0.00	5,700,000.00	5,066,276	633,724
General	Transit	Property taxes collected in general (as required) with the cash being transferred to the transit enterprise fund	170,000	0.00	170,000.00	173,984	(3,984)
Transit	General	Reimbursement of prior year Wages paid by General fund.	-	0.00	0.00	114	(114)
ıt of budgeted transfers between funds			15,116,939	(373,540)	14,743,399	13,586,622	1,156,777
		Total per budget documents	15,116,939	(373,540)	14,743,399	13,586,622	1,156,777
			-	-	-	-	-

Passed, approved and adopted this 28th day of Sept 2015

_____ Attest:_____

Mayor City Clerk

RESOLUTION AUTHORIZING APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE STATE OF IOWA, DEPARTMENT OF ADMINISTRATIVE SERVICES, REGARDING THE OFFSET PROGRAM

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

WHEREAS the State of Iowa, Department of Administrative Services, manages the "Offset Program" utilized by political subdivisions of the state for debt collection; and

WHEREAS the council finds it is in the best interest of the city to participate in the "Offset Program" and approves the Memorandum of Understanding.

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

Section 1. The City of Marshalltown, Iowa authorizes approval of the attached Memorandum of Agreement by and between the City and the State of Iowa.

Section 2. Attached hereto is said agreement, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

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

Passed this _____ day of _____, 2015, and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RCAW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Shari Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

CITY CLERK'S OFFICE

September 8, 2015

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

From: Shari L. Coughenour
City Clerk

Re: Memorandum of Understanding, regarding State Offset Program

Policy Issue: None

Recommendation: Staff recommends approval of the Memorandum of Understanding with the Iowa Department of Administrative Services to continue participation in the State Offset Program.

Background: The City of Marshalltown has been participating in the Offset program since 2009 and since that time several thousands of previously uncollected amounts are collected each year due to participation in the program.

Budget Impact: Improved collection of amounts due the city.

Attachments: Summary of receipts, letter from DAS, Memorandum of Understanding

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

State Payment Report-Offset Receipt Summary

Calendar Year	ChargeType		AmountWeGotfromState
2009			
	Summary for PARKING TICKETS (3 accounts)		$380.00
	Summary for Calendar Year (3 accounts)	**Sum**	**$380.00**
2010			
	Summary for HUD PROMISSORY NOTE (15 accounts)		$3,441.00
	Summary for M-HUD & PARKING MTWN (4 accounts)		$485.00
	Summary for PARKING TICKETS (239 accounts)		$19,757.00
	Summary for Calendar Year (258 accounts)	**Sum**	**$23,683.00**
2011			
	Summary for ARL (2 accounts)		$370.00
	Summary for HUD PROMISSORY NOTE (22 accounts)		$5,514.00
	Summary for NUISANCE CLEANUP (1 account)		$128.00
	Summary for PARKING TICKETS (151 accounts)		$12,190.00
	Summary for WATER BILL (27 accounts)		$2,698.00
	Summary for WATER/PARKING TICKETS (2 accounts)		$169.00
	Summary for Calendar Year (205 accounts)	**Sum**	**$21,069.00**
2012			
	Summary for ARL (1 account)		$295.00
	Summary for HUD PROMISSORY NOTE (20 accounts)		$5,641.00
	Summary for PARKING TICKETS (227 accounts)		$11,327.00
	Summary for WATER BILL (37 accounts)		$3,367.00
	Summary for Calendar Year (285 accounts)	**Sum**	**$20,630.00**

Calendar Year	ChargeType		AmountWeGotfromState
2013			
	Summary for CONCRETE REMOVAL (1 account)		$401.00
	Summary for HUD PROMISSORY NOTE (12 accounts)		$2,851.00
	Summary for PARKING TICKETS (140 accounts)		$12,443.00
	Summary for WATER BILL (51 accounts)		$5,078.00
	Summary for Calendar Year (204 accounts)	**Sum**	**$20,773.00**
2014			
	Summary for ARL (1 account)		$227.00
	Summary for HUD PROMISSORY NOTE (21 accounts)		$7,292.00
	Summary for LIBRARY (74 accounts)		$8,036.00
	Summary for LIBRARY/PARKING (1 account)		$132.00
	Summary for OIL DRY (2 accounts)		$317.00
	Summary for PARKING TICKETS (389 accounts)		$31,747.00
	Summary for PARKS & RECREATION FEE (1 account)		$190.00
	Summary for PLUMBING PERMIT (1 account)		$68.00
	Summary for SOCIAL HOST (2 accounts)		$246.00
	Summary for WATER BILL (45 accounts)		$4,045.00
	Summary for WATER/PARKING TICKETS (1 account)		$148.00
	Summary for Calendar Year (538 accounts)	**Sum**	**$52,448.00**
2015			
	Summary for ARL (1 account)		$453.00
	Summary for HUD PROMISSORY NOTE (5 accounts)		$698.00
	Summary for LEAD PROGRAM DAMAGES (1 account)		$176.00
	Summary for LIBRARY (96 accounts)		$10,830.95
	Summary for PARKING TICKETS (177 accounts)		$15,749.09
	Summary for SOCIAL HOST (2 accounts)		$165.00
	Summary for WATER BILL (19 accounts)		$2,068.33
	Summary for Calendar Year (301 accounts)	**Sum**	**$30,140.37**
	Summary for Report (1794 accounts)	**Grand Total**	**$169,123.37**

DAS
Iowa Department of Administrative Services
Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Janet Phipps, Director

August 27, 2015

161
CITY OF MARSHALLTOWN
24 N. CENTER ST.
MARSHALLTOWN, IA 50158

RE: Offset Program - Memorandum of Understanding (MOU)

Dear Offset Program Participant:

The Offset Program, administered by the Iowa Department of Administrative Services (DAS), is requiring a new Memorandum of Understanding (MOU) be signed and returned to DAS by all program participants no later than October 31, 2015. The revised MOU is a result of changes in the Iowa Administrative Rules governing the Offset Program that were updated in February 2015.

Please review the enclosed MOU carefully, as the updates center on the appeal process participants must have in place. In part, the MOU states:

Section 6: Public Agency's Responsibilities:

"6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6)."

Participants that do not return a signed MOU by October 31, 2015 may be deactivated from the Offset Program. Upon completing the MOU, please include a name, telephone number and email address of a contact person for the Offset Program. Taxpayers and service providers will be directed to this individual if questions regarding an offset come to our attention.

Sincerely,

Calvin McKelvogue

Calvin McKelvogue, Chief Operating Officer
Dept. of Administrative Services, State Accounting Enterprise
1305 East Walnut Street
Hoover State Office Building, Level 3
Des Moines, IA 50319
Calvin.McKelvogue@iowa.gov

MEMORANDUM OF UNDERSTANDING
between
The Iowa Department of Administrative Services
State Accounting Enterprise
and

_____

for
Participation in the INCOME OFFSET PROGRAM

SECTION 1. Identity of the Parties. The parties to this Memorandum of Understanding (MOU) are the Iowa Department of Administrative Services, State Accounting Enterprise (DAS/SAE), and _____(Public Agency).

SECTION 2. Purpose. The purpose of this MOU is to set forth the terms and conditions between DAS/SAE and Public Agency for reimbursement of offsetting liabilities owed to Public Agency as authorized in **Iowa Code section 8A.504** and **11 Iowa Administrative Code (IAC) 40, et seq.**

SECTION 3. Eligibility. To be eligible for offset, both the debt ("debt" means the liability owed to the Public Agency by a member of the public), and the claim ("claim" means the liability owed by the Public Agency to a member of the public), shall be in the form of a liquidated sum due, owing and payable. All applicable remedies with regard to such a debt and claim must be exhausted or the time frame for exhaustion must have expired as a condition precedent for eligibility to participate in the offset program, provided in 11 IAC 40.3 (3).

SECTION 4. Compensation.

4.1 Fee. The parties agree that in exchange for participation in the offset program, DAS/SAE shall charge a fee of seven dollars ($7.00) (the "fee") to the Public Agency to which the debt is owed for each individual debt that is placed in the offset program. The fee is to recover costs incurred by DAS/SAE in administering the offset program.

4.2 Deduction when Debt is Offset. If a debt is offset by DAS/SAE under this program, the fee will be deducted from the gross proceeds collected through offset. The fee will be charged for each individual offset event related to an individual debt.

4.3 Billing upon Termination. Following written notice of termination of this MOU, as provided in Section 7 below, DAS/SAE shall be entitled to compensation. DAS/SAE shall submit an invoice and proof of claim to the Public Agency within sixty (60) days of the receipt of the written notice of termination as required under Section 7 below.

4.4 Fee Review. DAS/SAE shall periodically review the costs of administering the offset program. Per Section 9.2 of this MOU, proposed adjustments to the specified fee shall require an amendment.

SECTION 5. DAS/SAE's Responsibilities.

5.1 Offset of Debt. DAS/SAE shall offset liabilities owed to Public Agency by implementing an offset program for Public Agency, developed and managed by DAS/SAE in accordance with **Iowa Code chapter 8A** and **11 Iowa Administrative Rules 40**.

5.2 Compliance with AGA. DAS/SAE will comply with the Accountable Government Act, Iowa Code chapter 8E, in the performance of this MOU.

5.3 Refund of Balance after Offset. Before issuing an authorized payment to a debtor, DAS/SAE shall request verification of the claim pursuant to subrule 40.5. If notification is not made to DAS/SAE by the Public Agency within forty-five (45) days, the amount of the payment shall be released to the debtor or entity. DAS/SAE will apply the offset to the debt only after the Public Agency has notified the debtor as prescribed in subrule 40.4(4). DAS/SAE shall then refund any balance amount due from the Public Agency to the debtor or entity.

SECTION 6. Public Agency's Responsibilities.

6.1 Offset Eligibility Program. The Public Agency shall be responsible for developing and maintaining a system for reporting debts eligible for offset and any subsequent claims associated with those debts as required under Iowa Code section 8A.504 and 11 IAC chapter 40 to DAS/SAE at Public Agency's expense.

6.1.1 Minimum Debt Amount. Before a debt may be placed into the offset program, the amount of a debtor's original liability must be at least $50, except when the source of the claim is a tax refund or tax rebate, in which case the debt may be as low as $25.

6.1.2 Debtor's opportunity to challenge placement of debt in offset program. Before a debt may be placed into the offset program, the Public Agency must have:

a. Made a good faith effort to collect the debt through other means;

b. Provided the debtor advance notice that the debt will be placed in the offset program if not paid when due; and

c. Provided a formal or informal opportunity for the debtor to challenge placement of the debt into the offset program, as described in 11 IAC 40.3(4).

6.2 Formatting Requirements of Debtor Lists. The Public Agency shall provide the list of debtors it wishes to place into the offset program in a format and type prescribed by DAS/SAE.

6.3 Proof of Liability. Public agencies may only place debts into the offset program if the debts are legally enforceable. To establish enforceability the debt shall have been confirmed by mutual agreement of the parties or have been reduced to a final judgment or final agency determination that is no longer subject to appeal, certiorari, or judicial review, or has been affirmed through appeal, certiorari, or judicial review.

6.4 Notification of Changes. The Public Agency shall notify DAS/SAE within thirty (30) calendar days of any changes in the status of a debt to the state.

6.5 Semi-Annual Certification. The Public Agency shall provide on at least a semi-annual basis, certification of the liability file as prescribed by DAS/SAE.

6.6 Debtor Notification. The Public Agency shall comply with 11 IAC 40.4 when sending notifications to the debtor under this MOU which shall occur within ten (10) calendar days from the date Public Agency was notified by the DAS/SAE of a potential offset.

6.7 Payment of Residual Funds to Debtor. It is the responsibility of the Public Agency to reimburse the debtor for the difference between the amount of liability payable and the amount of the claim payable to the debtor.

6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6).

SECTION 7. Termination. This MOU shall remain in full force and effect until terminated or cancelled for convenience by written notice of the party wishing to cancel the MOU. Each party agrees to provide the other party with a sixty (60) day written notice of any intent to terminate this MOU. Either party may terminate without advance notice to the other at any time upon a material breach of the Agreement, or violation of Iowa Code section 8A.504 or 11 IAC chapter 40.

SECTION 8. Confidentiality of Information. Information shared between DAS/SAE and the Public Agency shall be deemed confidential pursuant to Iowa Code section 8A.504(2)(b) and shall be disclosed only to the extent necessary to sufficiently identify the debtor(s) liable to the public agency. Identifying information is to be used only for the purpose of participation in the offset program.

SECTION 9. MOU Administration.

9.1 Compliance with the Law. The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services under this MOU, including without limitation, all laws applicable for the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The parties, their employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the activities performed under this MOU.

9.2 Amendments. This MOU may only be amended in writing by mutual consent of the parties. All amendments to this MOU must be in writing and fully executed by the parties.

9.3 Third Party Beneficiaries. There are no third party beneficiaries to this MOU. However, this MOU is intended to benefit the citizens and governments in the State of Iowa as well as DAS/SAE and Public Agency.

9.4 Assignment and Delegation. This MOU may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in Public Agency shall be considered an assignment.

9.5 Integration. This MOU represents the entire MOU between the parties regarding participation in the offset program. The parties shall not rely upon any representation that may have been made which is not included in this MOU.

9.6 Headings or Captions. The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

9.7 Supersedes Former Agreements. This MOU supersedes all prior Agreements between the parties for services regarding participation in the offset program.

9.8 Notice. Notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

If to DAS/SAE:

Calvin McKelvogue, Chief Operating Officer
Department of Administrative Services – State Accounting Enterprise
1305 East Walnut Street
Hoover State Office Building, Level 3
Des Moines, IA 50319

If to Public Agency:

_____
Authorized Representative

_____
Mailing Address

_____
City, State, Zip Code

If a party changes its designated person and/or address hereunder, such change shall be in writing as provided herein.

9.9 Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.

9.10 Non-Appropriation. In the event a non-appropriation, de-appropriation, or other legislative or gubernatorial action significantly impairs DAS/SAE's budget or ability to perform the terms of this agreement, DAS/SAE may immediately terminate this Agreement.

9.11 Indemnification. The following indemnification provisions shall apply to Public Agencies that are not agencies of the State of Iowa subject to Iowa Code chapter 669 and Iowa Code section 679A.19.

9.11.1 Public Agency agrees to defend, indemnify and hold DAS/SAE and the State of Iowa, its officers, employees and agents, harmless from any and all liabilities, damages, losses, demands, causes of action, claims, settlements, judgments, costs, expenses, and attorney fees, including a reasonable cost attributed to the services of the Attorney General, related to or arising from any violation of this Agreement, any negligent or intentional act or omission of Public Agency, it officers, employees, or agents, and any failure of Public Agency, it officers, employees, or agents to comply with all applicable local, state, and federal laws, rules, and regulations.

9.11.2 Consistent with Article VII, Section I of the Iowa Constitution, Iowa Code chapter 669, and other applicable law, DAS/SAE agrees to defend and indemnify Public Agency and hold Public Agency harmless against all losses, costs, damages, expenses, attorney fees, claims, demands, causes of action, judgments, and settlements arising out the negligence or wrongful acts or omissions of DAS/SAE or its officers, employees or agents in the performance of this Agreement. DAS/SAE shall not defend, indemnify or hold harmless Public Agency or its officers, employees, or agents for any acts or omissions of any type attributable to Public Agency or its officers, employees, or agents.

Section 10. Execution

This MOU is fully executed by the following signatures:

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES:

_____ _____

Janet E. Phipps Burkhead, Director
Iowa Department of Administrative Services

Date

PUBLIC AGENCY:

_____ _____

Authorized Representative

Date

_____

Public Agency

_____

Printed Name of Authorized Representative

_____

Title

TRW

RESOLUTION AUTHORIZING HIRING OF POLICE RESERVE OFFICERS

WHEREAS, the Police Department of the City of Marshalltown continues to Maintain a Police Reserve Force and desires to hire two new officers.

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

Section 1. The Chief of Police is authorized to hire Jerrod Leffler and Raquel Zamora as police reserve officers and the hiring of said officers, and allowing them to carry weapons in the line of duty, shall be considered confirmed by the City Council.

Passed this 28th day of September 2015 and signed this _____ day of January 2006.

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO/NICOTINE/VAPOR PERMIT

For period Sept 17, 20 15 **through June 30, 20** 16

PLEASE TYPE OR PRINT CLEARLY

Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products: **BUSINESS INFORMATION**

Name of Name of Business/DBA: **GODFREY MOTORS INC.** DBA: IN & OUT BP TRAVEL PLAZA
3008 S. Center St., Marshalltown, IA 50158

Location Address **(Required):** 1701 IOWA Ave, E.

Mailing Address: 1701 IOWA AVE E City: MARSHALLTOWN State/Zip: 50158

Type of Sales: __Vending Machine X Over-the-counter Telephone Number (641) 752 3500

Type of Retail Establishment: has vending machine that assembles cigarettes

___ bar	X convenience store, with gas	___ drug store	___ gas station
___ grocery	___ convenience store, no gas	___ liquor store	___ restaurant
___ tobacco store	___ hotel/motel	___ other _____	

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue website (www.iowa.gov/tax) by clicking on forms, then click on cigarette/tobacco, and finally click on form 71-023.

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA. Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

Check the list of approved brands (www.iowa.gov/tax/business/CigTobIndex.html) and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS BRANDS AND BRAND FAMILIES

Go to http://elists.idrf.state.ia.us/scripts/wa.exe and sign up for the Cigarette/Tobacco eList (listserv).

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: Individual __ Partnership __ Corporation X LLC __ LLP __

Legal Owner: Godfrey MOTORS INC
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: 3008 S. CENTER ST.

City: MARSHALLTOWN State: IA Zip: 50158 Ph. Number: (641) 753-5341

Fax Number: (___) _____ E-mail Address: TOBY@INOUTBP.COM

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL – NO SEAL

Name (please print): William Glen Godfrey JR Name (please print): _____

Signature: William Glen Godfrey Jr. Signature: _____

Date: 9-17-15 Date: _____

IN & OUT BP TRAVEL PLAZA
1701 Iowa Ave E., Marshalltown, IA 50158

FOR OFFICE USE ONLY

Amount Paid: _____

Date Issued: _____ __New

Permit # : _____ __Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY

PLEASE SEND COMPLETED COPY TO THE IOWA DEPARTMENT OF COMMERCE, ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

RDW

RESOLUTION APPROVING CONTRACT FOR CONFINED SPACE RESCUE AND HIGH ANGLE RESCUE RESPONSE BETWEEN IPL, AN ALLIANT ENERGY COMPANY, AND THE CITY OF MARSHALLTOWN

WHEREAS Interstate Power and Light Company ("IPL") conducts confined space entry and operates at high angles in their plant under OSHA guidelines in Marshalltown; and

WHEREAS the City of Marshalltown, through its Fire Department, has available qualified confined space and high angle rescue technicians, trucks, radios, and other emergency equipment that would support IPL in the event of a rescue emergency arising from said entries; and,

WHEREAS it is required under OSHA guidelines that a rescue service be named by any entity conducted work in/or into permitted confined spaces and at high angles; and,

WHEREAS IPL has named the Marshalltown Fire Department as its emergency rescue service for the purposes of conducting entry into permitted confined spaces and high angles within IPL facilities and IPL desires to compensate the City of Marshalltown for the services rendered through the attached contract.

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

Section 1. The attached Contract between IPL, an Alliant Energy Company, and the City of Marshalltown; Iowa is hereby approved and ratified.

Passed this __ day of _____, 2015, and signed this ____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

CONTRACT CONCERNING CONFINED SPACE RESCUE AND HIGH ANGLE RESCUE RESPONSE SERVICES

WHEREAS, Interstate Power and Light Company, an Alliant Energy Company, ("Business") conducts confined space entry and operates at high angles in their plant under OSHA guidelines in Marshalltown; and

WHEREAS, the City of Marshalltown, through its Fire Department, has available qualified confined space and high angle rescue technicians, trucks, radios, and other emergency equipment that would support the Business in the event of a rescue emergency arising from said entries; and

WHEREAS, it is required under OSHA guidelines that a rescue service be named by any entity conducted work in/or into permitted confined spaces and high angle operations; and

WHEREAS, the Business has named the Marshalltown Fire Department as the emergency rescue service the purpose of conducting entry into permitted confined spaces and high angle rescue within its local facilities.

THEREFORE, the Business wishes to compensate the City of Marshalltown and its Fire Department for the services rendered through this contract, delineated as follows:

1. Subject matter: The City of Marshalltown agrees to, through the Marshalltown Fire Department (MFD), respond to Confined Space rescue calls and High Angle rescue within the boundaries of the facilities under the ownership of the Business in the City of Marshalltown subject to the following:

    a. the Business shall notify MFD in advance of entry into a permitted confined space or high angle operations to ascertain the availability of emergency rescue services during that time frame.
    b. the Business shall not assume the MFD can respond to a rescue situation if upon notification in Subsection a. the MFD is otherwise occupied, i.e. fire or other emergency, and should not make entry until the MFD is available.
    c. MFD shall notify the Business when crews do become available for rescue services.

2. Equipment: In responding to Confined Space Rescue Calls and high angle rescue, MFD shall utilize its rescue truck or other fire apparatus, which shall be staffed by Marshalltown Firefighters. Marshalltown Firefighters responding on behalf of MFD to such rescue calls shall be trained in confined space rescue and high angle rescue, as required by all applicable laws, codes and regulations, and shall have available all equipment necessary for such rescue calls. The City of Marshalltown and the MFD shall be solely responsible for the actions of the MFD in responding to such confined space and high angle rescue calls.

3. Business hereby agrees to donate $56,016 to the City of Marshalltown for initial training, equipment and certification for confined space and high angle rescue services. Donation shall be received prior to October 1, 2015, to expedite completion of training and certification.

4. Supplies: The Business shall also provide MFD with replacement supplies for those utilized in confined space rescue calls and high angle rescue which represent assistance to the Business.

5. Compensation: The Business will pay to the City of Marshalltown an annual fee of $2,500.00 beginning with the fiscal year July 1, 2016, through June 30, 2017. The annual fee will be reviewed annually. This sum shall be non-refundable in the event of cancellation by the Business and shall be without regard to the number of calls responded to during the year. The amount due will be invoiced and be due July 1 of each fiscal year. This sum shall be mailed to the City of Marshalltown, 24 North Center, Marshalltown, Iowa, 50158. The annual fee will offset the cost of providing the service, including certification, training and equipment.

6. Contract Term: This contract shall be in full force and effect until terminated by either party. Termination shall be at the election of either party by mailing a 30 day notice of termination to the other party by ordinary mail at the last known business address. This Contract shall also be reviewed annually.

7. Liability Insurance Coverage: Marshalltown Fire Department will continue its coverage under the existing City liability plan and the Business will provide its own independent coverage for liability purposes.

8. Neither party shall be liable, whether as a result of breach of contract, tort, or otherwise, for indirect, incidental, consequential or exemplary damages of any kind and the parties release each other from liability to the other for such damage.

9. Contract Amendment: No modification or amendment of this contract shall be made unless in writing signed by both parties. Any modification or amendment must be reduced to writing and approved by the Marshalltown City Council and the Business before becoming effective.

10. Effective Date: This agreement shall be in full force and effect from and after its approval by Resolution by the City Council of the City of Marshalltown and signature by authorized representatives of the Business.

11. This contract shall be interpreted according to the laws of the State of Iowa and both jurisdiction and venue shall lie exclusively in Marshall County Iowa District Court.

Signed on this __ day of _____, 2015.

Interstate Power and Light Company,
an Alliant Energy Company

_____

Name: _____

Address: _____

Position: _____

Signed on this __ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION NO. _____

Setting date for public hearing on a Development Agreement with Teamwork – 1, Inc. and the Bobcat Academy, including economic development payments in an amount not to exceed $125,000

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, 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, the City proposes to enter into an agreement (the "Development Agreement") with Teamwork - 1, Inc. (the "Developer") and the Bobcat Academy (the "Academy") in connection with the development of a facility located in the Urban Renewal Area to be used by Bobcat Academy (the "Project"); and

WHEREAS, the Development Agreement would provide incentives to the Developer and the Academy in the form of economic development payments for a period of six years, in a total amount not to exceed $125,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This Council shall meet on the 12th day of October, 2015, at 5:30 o'clock p.m., at the Council Chambers, in the City, at which time and place a public hearing will be held on the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, the time when and place where the meeting will be held, by publication at least once not less than four days and not more than twenty days before the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH TEAMWORK - 1, INC.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, Inc. 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, Inc., 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

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved September 28, 2015.

_____
Mayor

Attest:

_____
City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City"), Teamwork - 1, Inc. (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. City's Obligations

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, INC.

By:_____

BOBCAT ACADEMY

By:_____

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on a general obligation loan agreement in a principal amount not to exceed $2,000,000

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, proposes to enter into a General Obligation Corporate Purpose 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 paying the cost, to that extent, of constructing street and related improvements and financing a program for the removal of dilapidated or dangerous buildings, and it is necessary to fix a date of meeting of the City Council at which it is proposed to hold a hearing on the proposal to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on the 12th day of October, 2015, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., at which time and place a hearing will be held on the proposal to enter into the Loan Agreement as set out in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once and not less than 4 nor more than 20 days before the date of the hearing, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

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

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

Passed and approved September 28, 2015.

_____
Mayor

Attest:

_____
City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE SOUTH 18th AVENUE PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015011

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 18th Avenue Improvements Project No. 76015011, 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. 76015011, being the South 18th avenue Improvements Project in the city of Marshalltown, Iowa.

Passed this 28th day of September, 2015, and signed this _____ day of September, 2015.

CITY OF MARSHALLTOWN

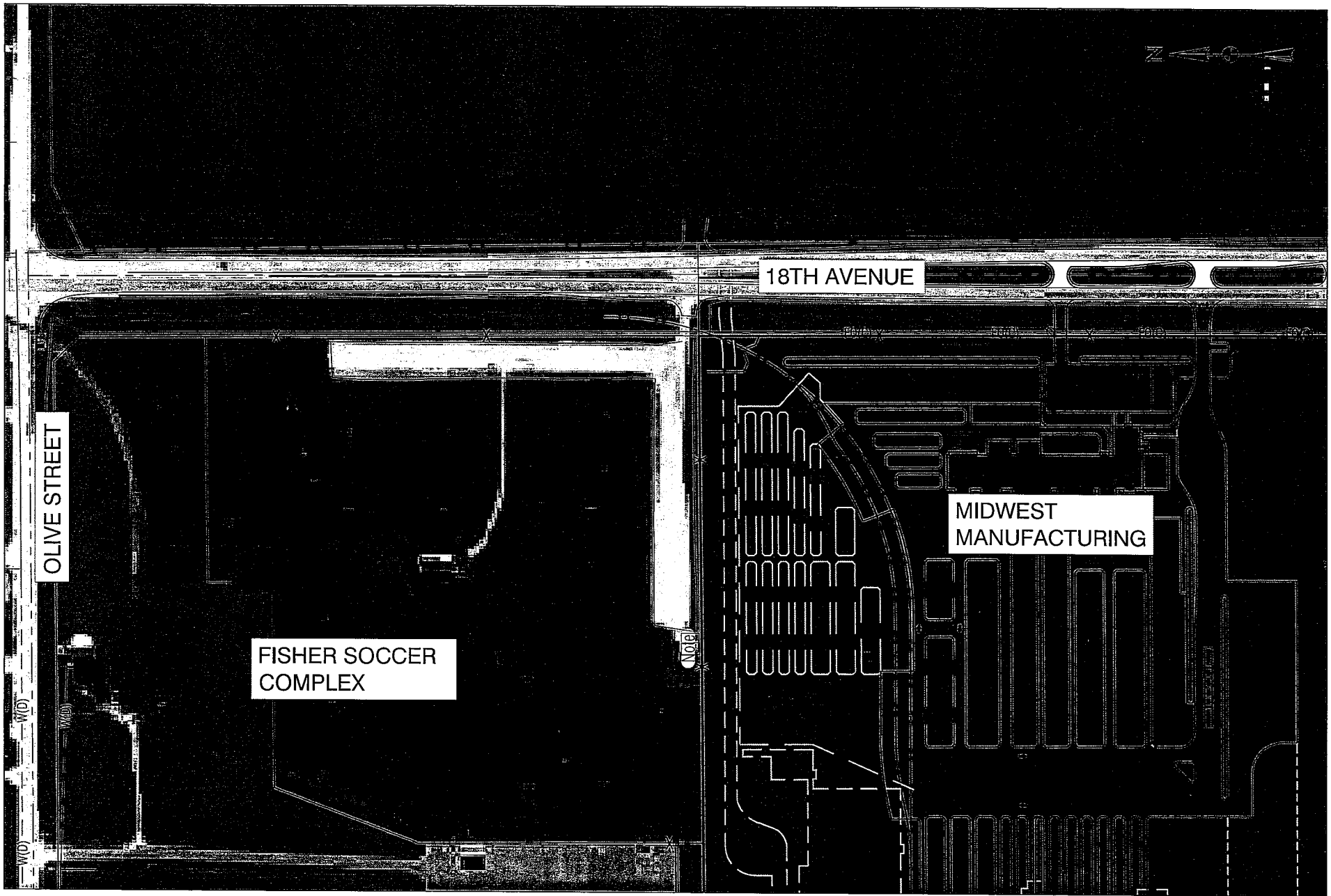
_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk



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

J:\5531\dwg\Design\Turnlane4.dwg - Landscape - 08-21-15 - 3:03pm - bjg293

RCW

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

August 5, 2015

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

From: Justin Nickel
Director of Public Works

Re: Modification of City Code – 20-161 No parking anytime

Policy Issue: City policy requires Governing Body approval of change to the City code.

Recommendation: None

Background: A request has been made to prohibit parking at all times on both sides of the street on West Boone Street from South 12th Street to South 9th Street. The street is 25 feet wide and is currently subject to alternate parking. This change does not require a public hearing.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012

#14943

ORDINANCE AMENDING SECTION 20-161 OF THE CITY CODE, TO PROHIBIT THE PARKING OF MOTOR VEHICLES AS SPECIFIED HEREIN, PROVIDING FOR THE PLACEMENT OF SIGNS, AND PROVIDING PENALTIES FOR VIOLATIONS

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

Section 1. The stopping, parking or leave standing of motor vehicles on the following designated streets, avenues, roads or drives is hereby prohibited.

A. On both sides of Boone Street from S 12th Street to S 9th Street.

Section 2. There shall be erected suitable signs in a conspicuous place stating the said parking is prohibited in clear and concise language.

Section 3. Anyone violating the provisions of this ordinance shall, upon conviction, be subject to a fine not exceeding One Hundred ($100.00) Dollars or to imprisonment not exceeding thirty (30) days.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage and publication as by law provided.

Passed this __ day of _____ 2015, and signed this ____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

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

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 (CGA ENGINEERS) STEVE TROSKEY

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.**

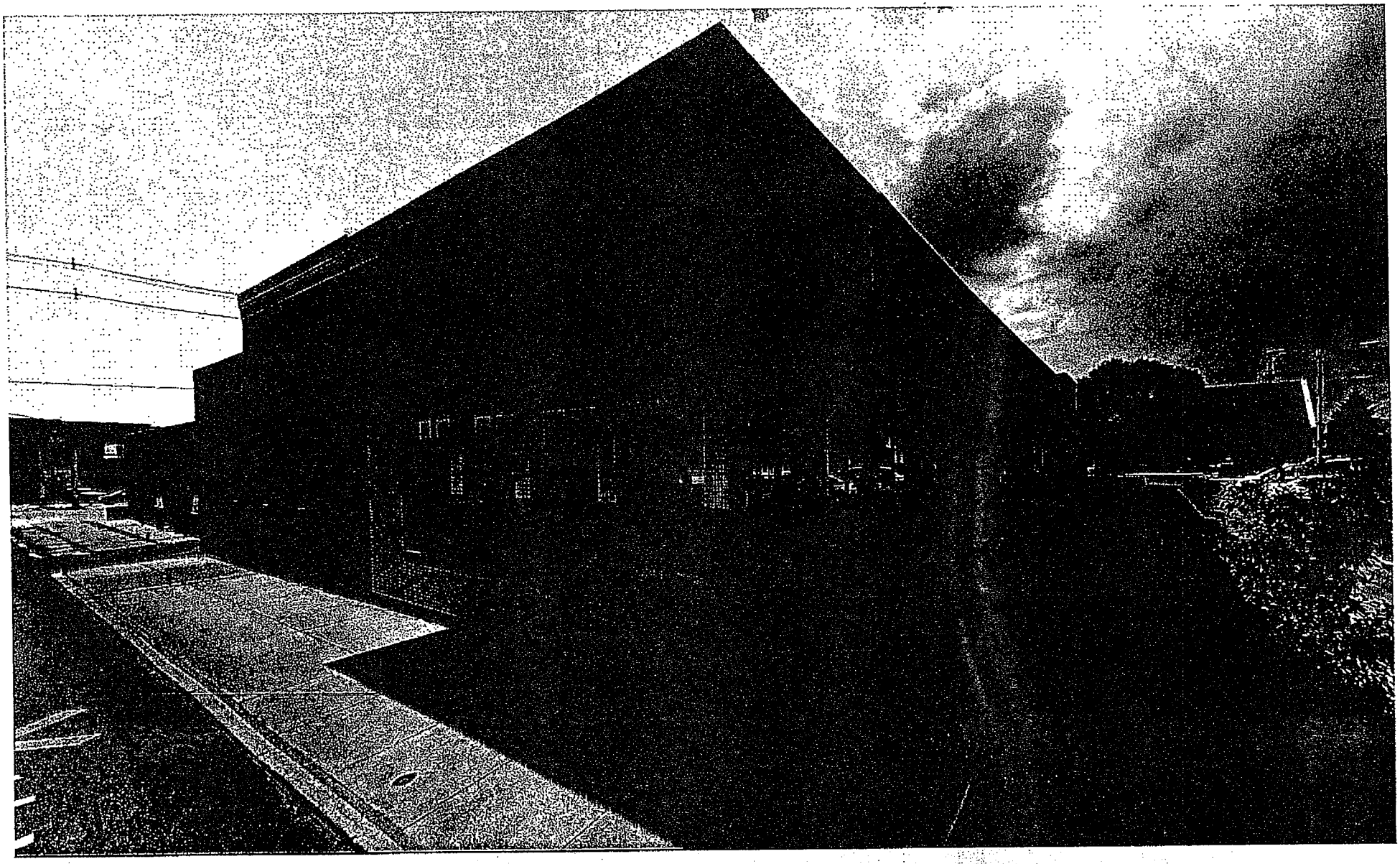
I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*

Stephen Juskey (CGA ENGINEERS) 9-1-15
Signature of Applicant **Date**

Michael Steffen 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

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



EAST FACADE

NORTH FACADE

KARR TUCKPOINTING

Proposal for Masonry Preservation, Maintenance and Repair

Prepared for
Church Street Plaza
Marshalltown, Iowa

SUMMARY OF THE PROJECT

Our proposal has a wealth of information in it and we have found the information to be beneficial to all parties involved. We have also found that having an overview of the work items is also very helpful to make sure that the work items you want done are all covered in the proposal. The following is an overview of your project.

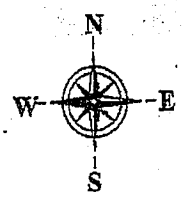
Work Area # 1:

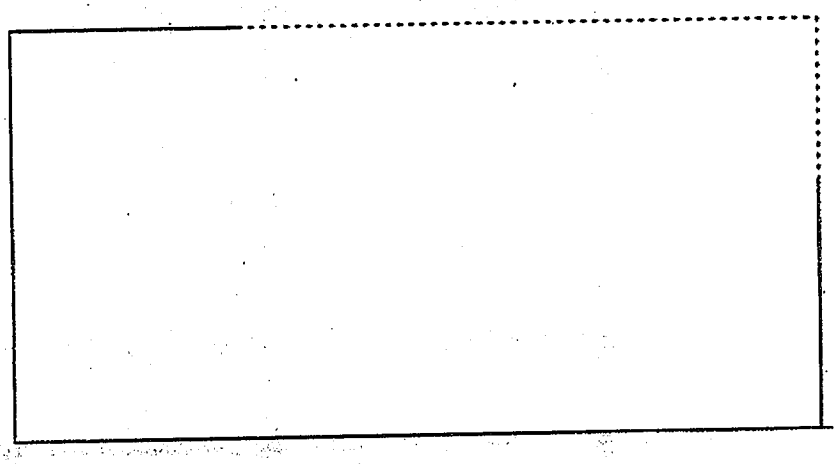
- Surface Preparation Of All The Previously Painted Concrete Block Masonry
- Tuckpoint Damaged Mortar Joints
- Replace (5) Five Defective Brick Previously Painted Concrete Block Units
- Seal All Movement Cracks
- Install Flexible Caulk Around The Perimeter Of All The Doors
- Caulk All Expansion Joints
- Caulk All Construction Joints
- Install A ColorKlad 24-Gauge Prefinished Sheet Metal Coping
- Apply Colorflex To All Previously Painted Concrete Block Masonry

Church Street Plaza

Work Area # 1: Cost As Proposed = $29,622.00

All previously painted concrete block masonry on the north, south, east and west elevations of the Church Street Plaza. The work area extends from the grade to gutter or coping. The work area is outlined in red below.





SURFACE PREPARATION OF ALL PREVIOUSLY PAINTED CONCRETE BLOCK MASONRY

PRODUCTS

Clean potable water

EQUIPMENT

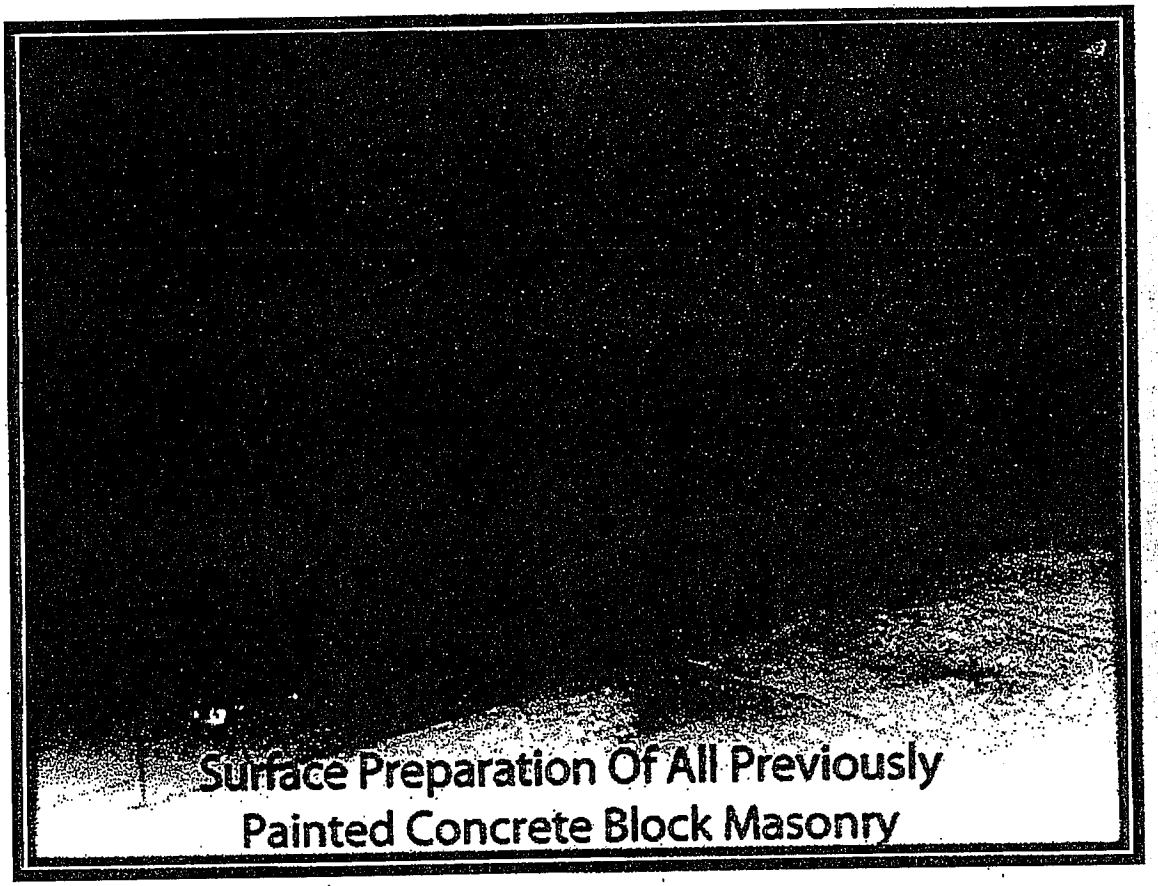
Power washer with 25 degree nozzle

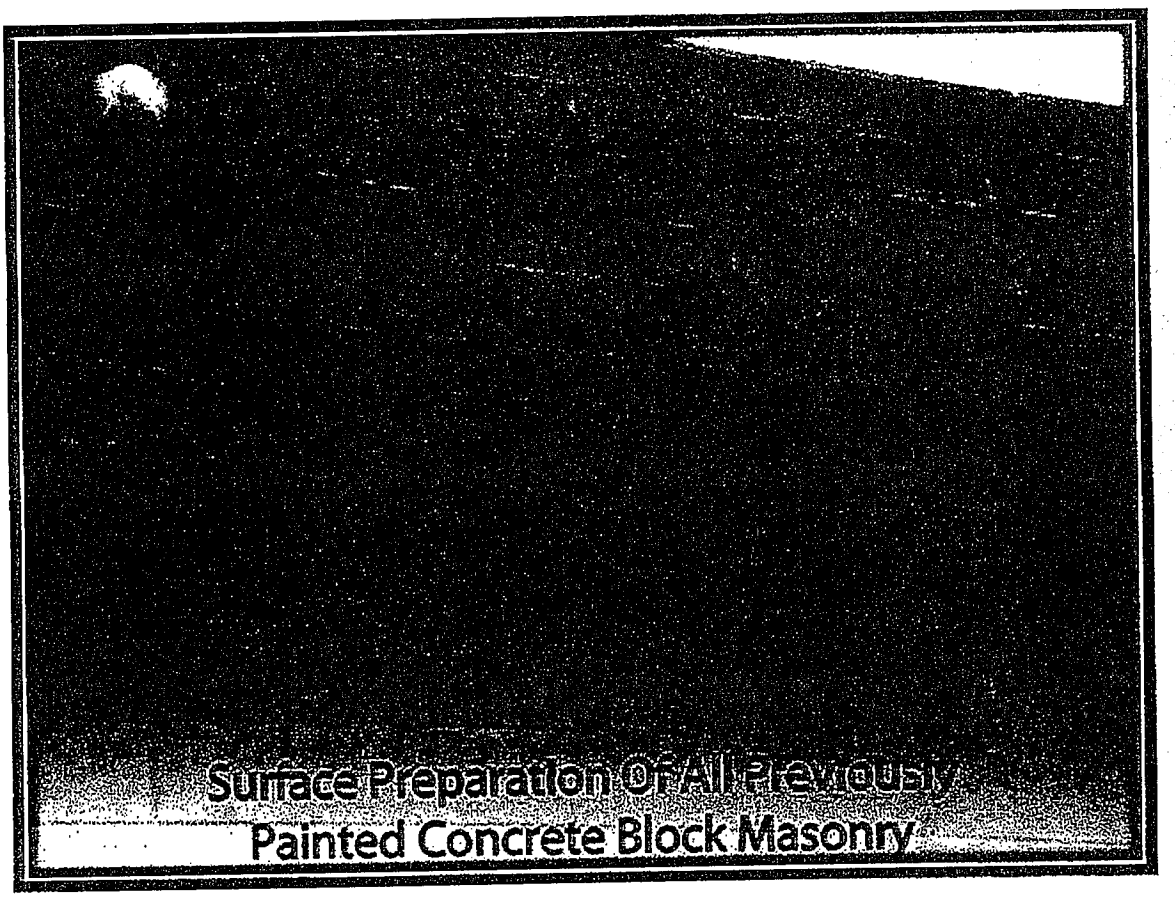
EXECUTION

1. Pressure spray equipment shall not exceed 2,000 psi and a 25 degree nozzle for diffusion of the spray stream shall be used.
2. Entire surface will be washed with pressurized water spray to remove all loose, and disintegrated material and all traces of oil, grease, dirt or dust.
3. The surface will be clean and sound before any product is applied.

REASON FOR RECOMMENDATION

Before any coating can be applied to any surface and expect the coating to adhere, the product data requires that the surface be properly prepared.


Surface Preparation Of All Previously
Painted Concrete Block Masonry


Surface Preparation Of All Previously
Painted Concrete Block Masonry

TUCKPOINT DAMAGED MORTAR JOINTS

PRODUCTS

Type N masonry cement
Sand
Mortar color as needed
Potable water

EQUIPMENT

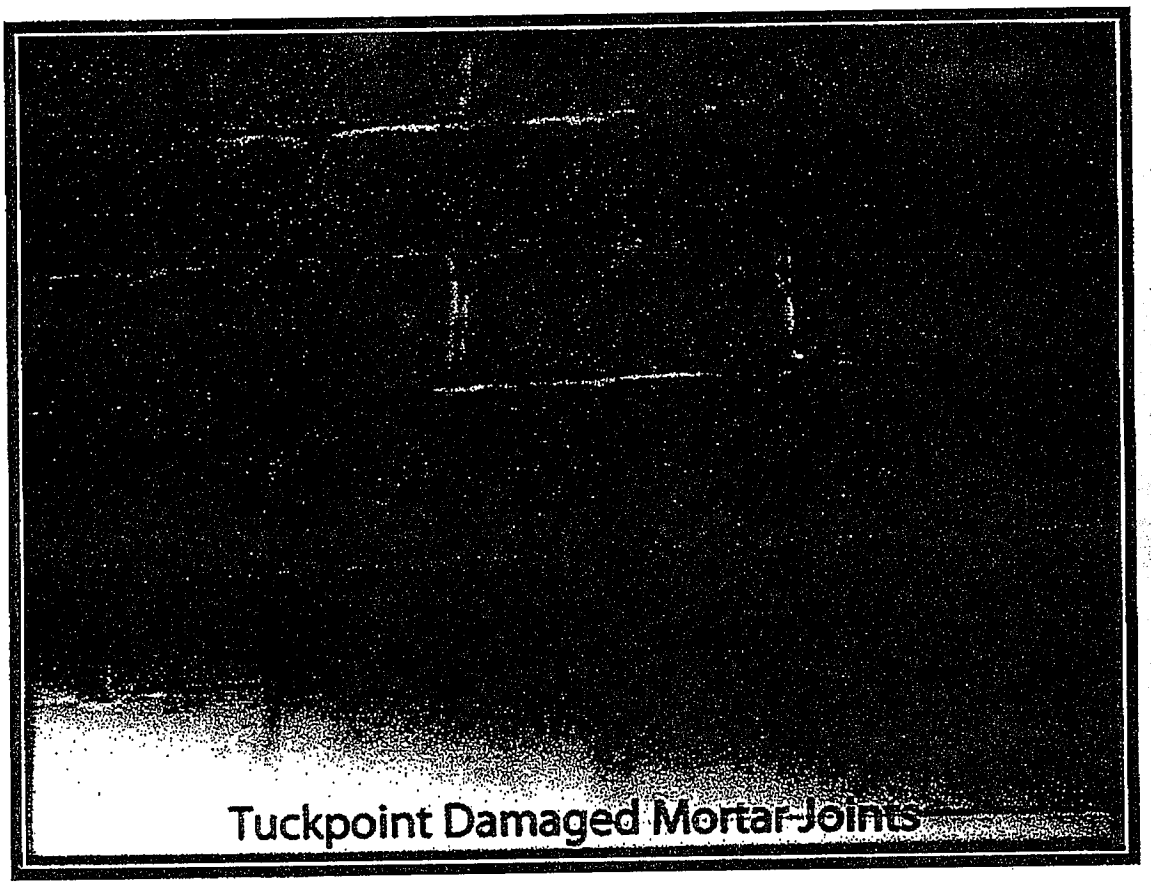
Pneumatic or electric grinder
Hammer and chisel
Pneumatic hammer and point
Hand held masonry tools

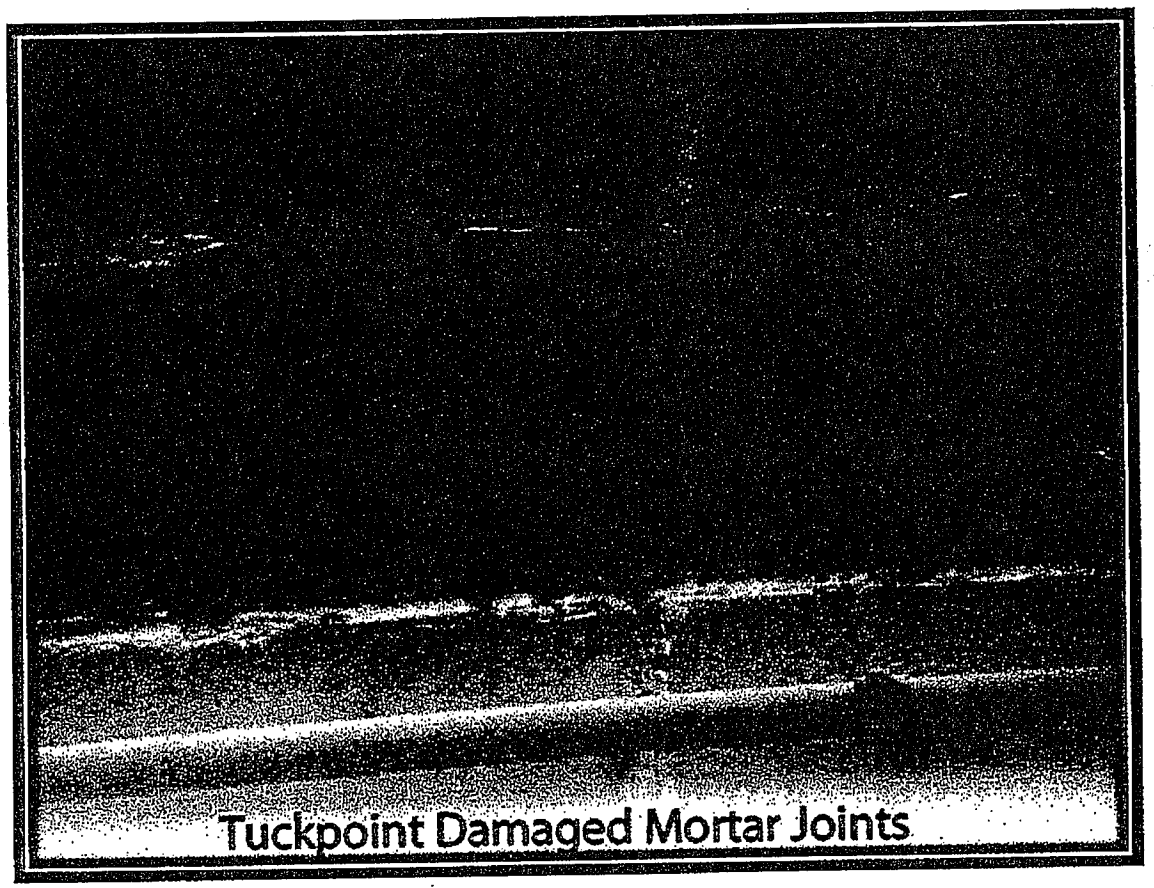
EXECUTION

1. Carefully inspect for defective mortar joints. Defective joints are those with missing, badly deteriorated, or broken mortar materials. Joints with fine hairline or shrinkage cracks, but which are otherwise sound, are not defective.
2. Remove mortar materials from defective joints areas to a depth of at least one-half inch, or as deep as necessary to expose sound, unweathered mortar.
3. Remove dust and loose material from the joint by compressed air or high pressure water spray.
4. Dampen joints prior to commencement of pointing to assure proper bond between new and existing mortar.
5. Mix new mortar at the job site to match as closely as possible the color and texture of existing mortar.
6. Point new mortar into the open and prepared joints. Compress mortar during initial installation to assure a void-free joint. Hand tool to match the surrounding mortar joints.
7. Dampen upon completion to assure proper curing of the mortar.
8. Clean masonry surfaces of residual mortar upon completion of the tuckpointing

REASON FOR RECOMMENDATION

Masonry joints become defective in two major ways. The vertical joints also known as header joints in the masonry units are open because of poor workmanship when the building was constructed. Other areas become defective because excess water runs over the masonry units causing the joints to erode back away from the face of the masonry unit.


Tuckpoint Damaged Mortar Joints


Tuckpoint Damaged Mortar Joints

REPLACE (5) FIVE DEFECTIVE PREVIOUSLY PAINTED CONCRETE BLOCK UNITS

PRODUCTS

Selected concrete block units to match as closely as possible to the existing concrete block masonry
Mortar to match original mortar in composition and compressive strength
Mineral oxide colors, colored sands, or other materials to match color and texture of the original mortar
Water, clean and free of deleterious amounts of acid, alkalies, and organic materials

EQUIPMENT

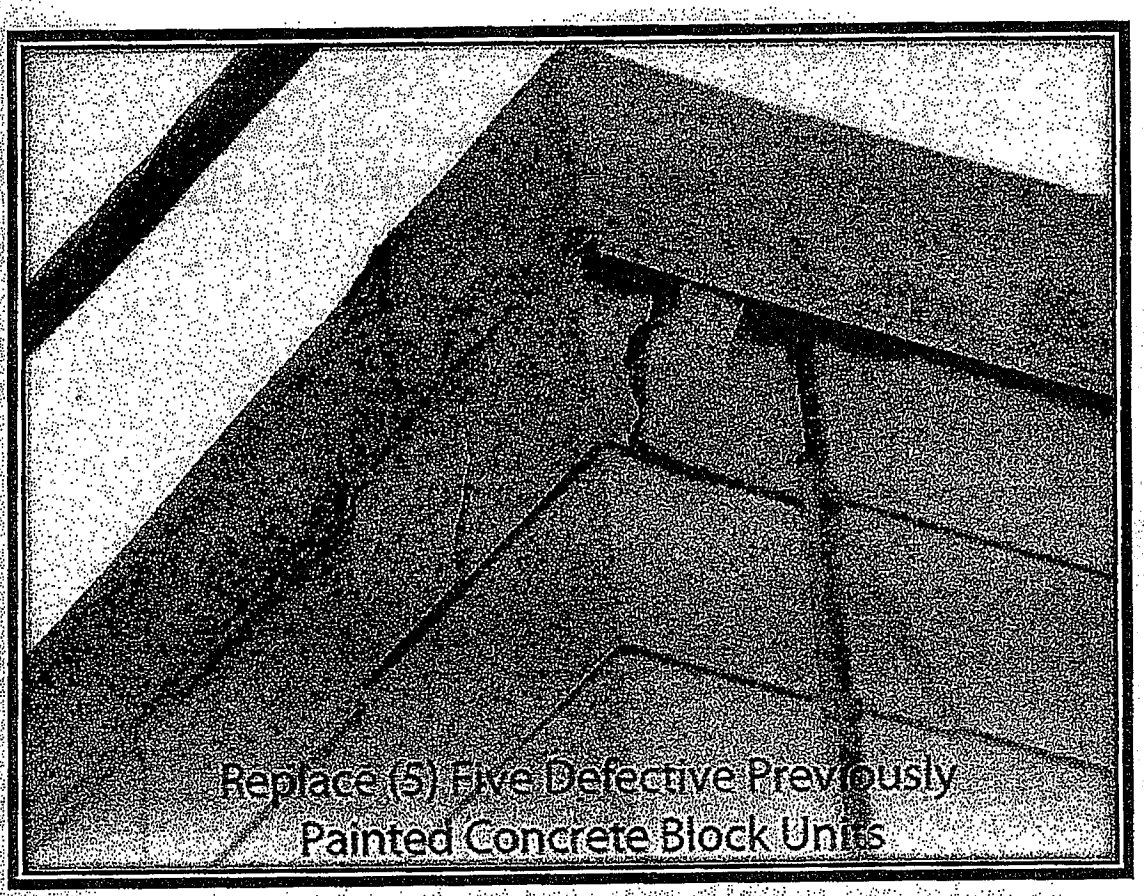
Pneumatic or electric grinder
Hammer and chisel
Pneumatic hammer and point

EXECUTION

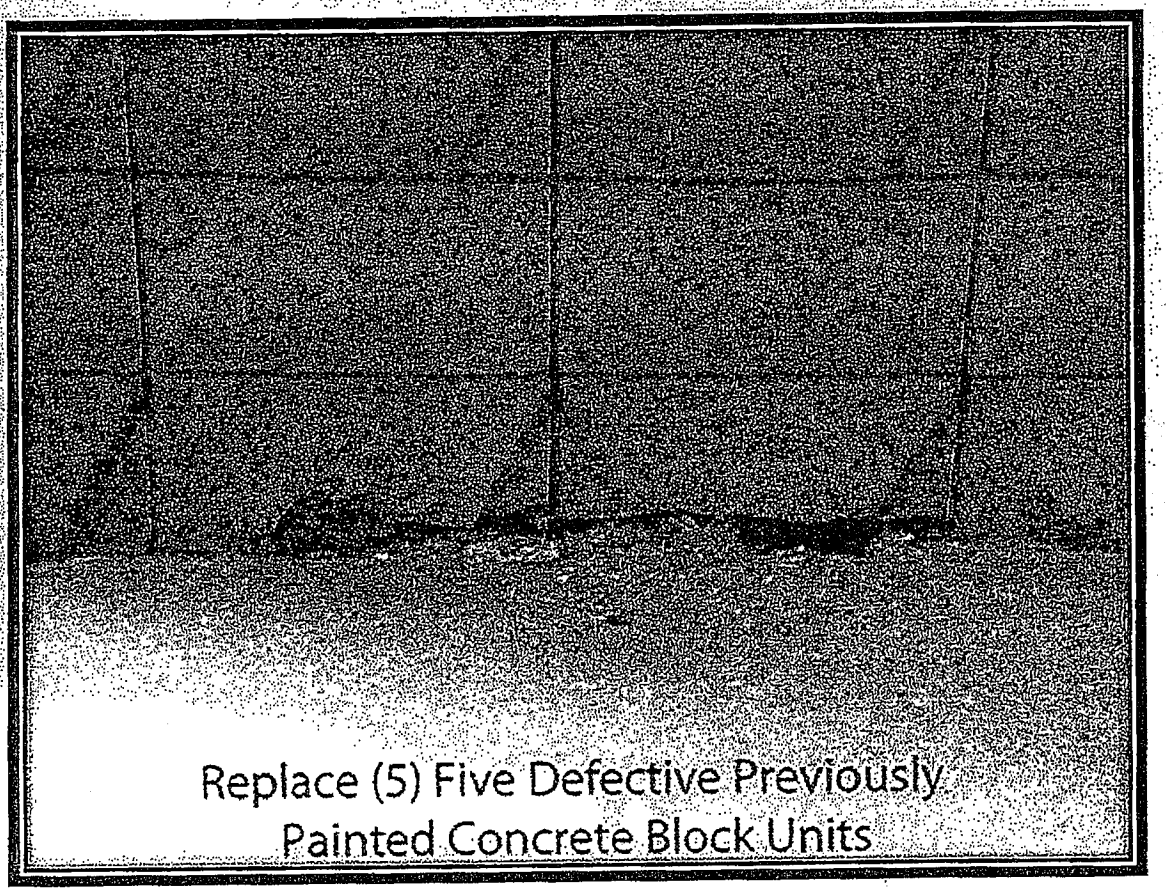
1. Remove (5) five defective concrete block units and mortar from the joints immediately adjacent to the spalled concrete block by air or pneumatic power tools.
2. Use hammer and chisel or small pneumatic hammer to remove pieces of the concrete block and remaining mortar.
3. Mix mortar at the jobsite to match as closely as possible the color and texture of the existing mortar.
4. Lay replacement concrete block units in fresh mortar. Tool joints and lay in bond-type matching the original masonry as closely as possible.

REASON FOR RECOMMENDATION

Moisture enters the face of the concrete block units by capillary action from open mortar joints and/or defective caulking joints. When present in sufficient quantity and for an extended time, this moisture will freeze and cause the face of the concrete block to become defective. When one concrete bock becomes defective, if not corrected, more concrete block in this area will also become defective.



Replace (5) Five Defective Previously Painted Concrete Block Units



Replace (5) Five Defective Previously Painted Concrete Block Units

SEAL ALL MOVEMENT CRACKS

PRODUCTS

Gun grade, 1-part polyurethane sealant
Sonneborn NP 1 or equal

EQUIPMENT

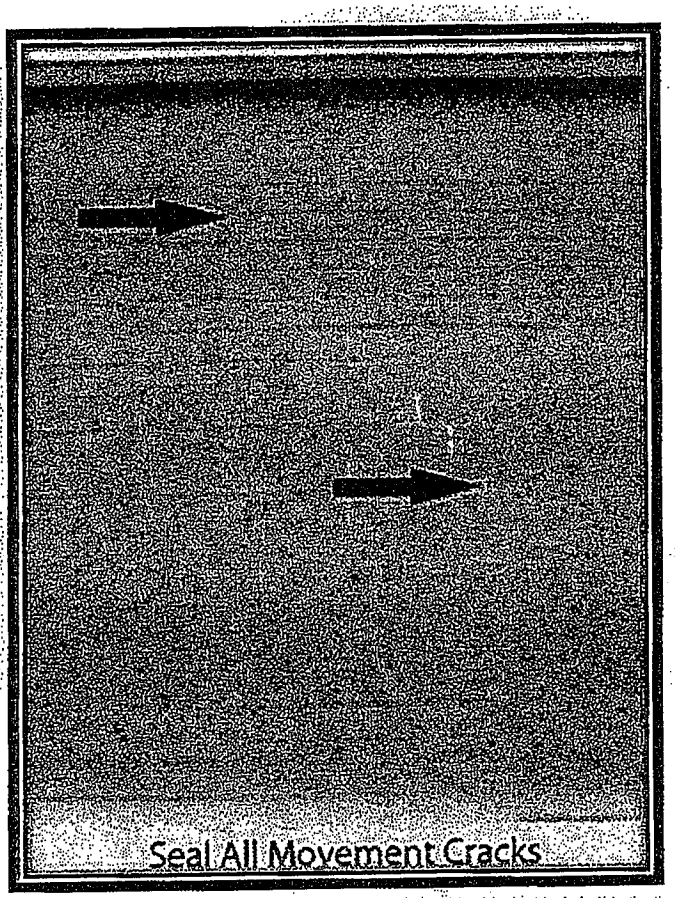
Pneumatic or electric grinder
Hammer and chisel
Pneumatic hammer and point
Caulking applicator

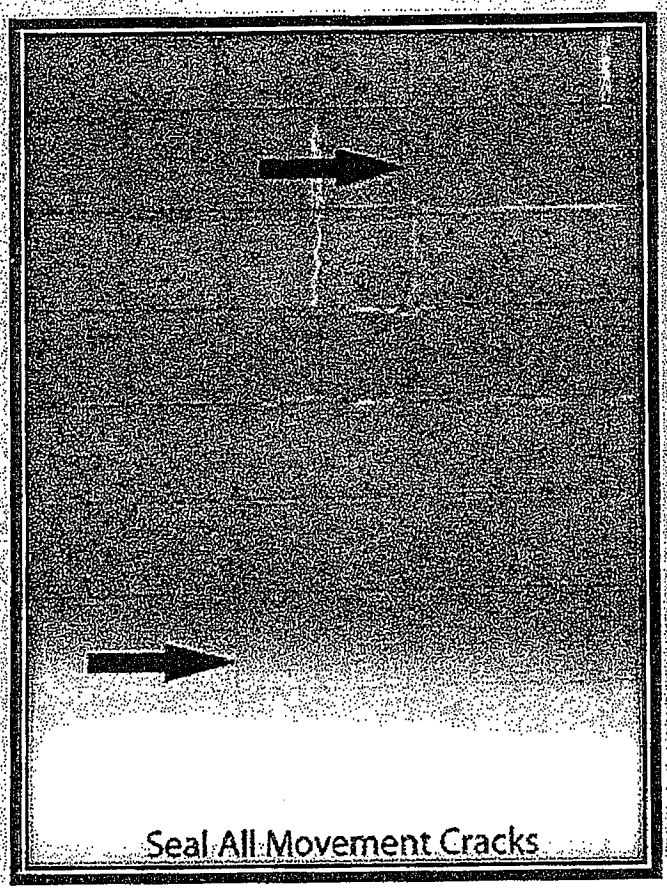
EXECUTION

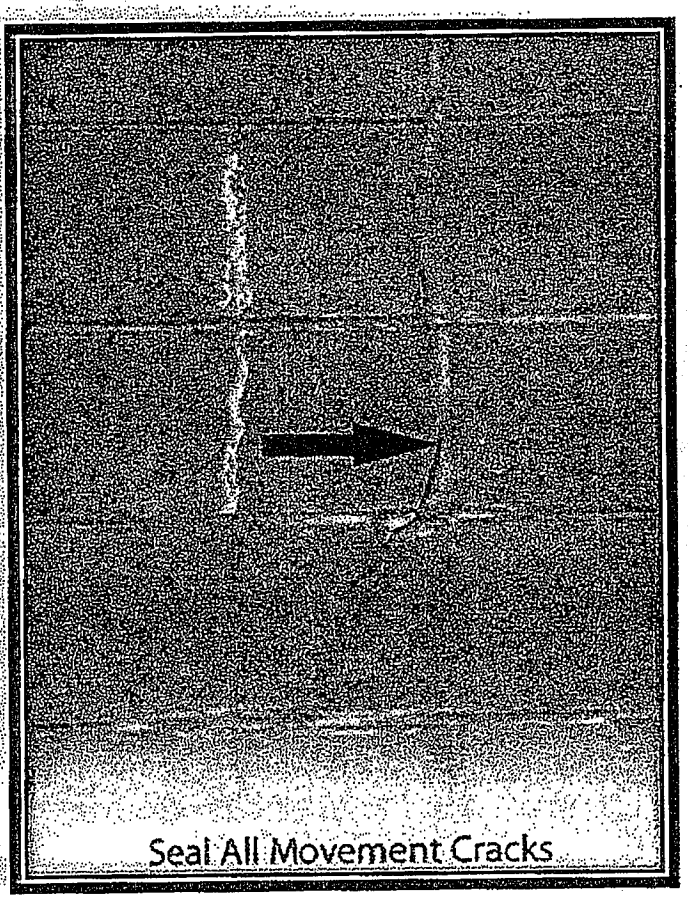
1. Remove mortar and other foreign materials from the movement cracks to a depth of at least 3/4".
2. Remove dust and other foreign materials by compressed air or high pressure water spray.
3. Install caulk flush and solid along the entire length of the existing crack.
4. Finish the caulked crack by hand to create a void-free, fully adhered bond.
5. Embed sand into the outer surface of the caulk to diminish contrast between the caulk and the surrounding masonry materials.

REASON FOR RECOMMENDATION

Masonry like all building material expands and contracts due to temperature changes. Control joints should be used to control changes in height and/or thickness near openings. If the wall is built without control joints or not enough joints to control movement due to temperature or moisture changes will cause the wall to crack.


Seal All Movement Cracks


Seal All Movement Cracks


Seal All Movement Cracks

INSTALL FLEXIBLE CAULK AROUND THE PERIMETER OF ALL THE DOORS

PRODUCTS

Gun grade, 1-part polyurethane sealant
Sonneborn NP 1 or equal
Backer rod
Closed cell rod
Sonofoam soft backer-rod

EQUIPMENT

Power caulking cutter
Hammer and chisel
Caulking applicator

EXECUTION

1. Clean joint surfaces of old caulk, dirt, moisture, and other materials around the perimeter of all the doors. Prevent damage to surrounding materials.
2. Control the joint depth of the caulking where needed by inserting backer-rod.
3. Install caulk to the depth required by the manufacturer for the joint depth. The minimum depth of 3/8" shall be met for all caulked joints.
4. Install the caulk flush and finish by hand to create a void-free, fully adhered bond.

REASON FOR RECOMMENDATION

Doors are installed in the masonry wall after the masonry walls are completed. When the units are installed, there remains a joint between the installed unit and the masonry of the various widths. When this joint has not been previously caulked or becomes defective, not only is the moisture allowed to penetrate the building, and it also becomes difficult to control your heat and air conditioning costs.

#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

Rec'd

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. Responsibilities of the City of Marshalltown

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. Compensation

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. Reporting

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. Entire Agreement

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. Amendments

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

I. Termination

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. Saving Clause

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

K. Assignability and Subcontracting

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

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

Marshalltown
All-America City
2012

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

ATTACHMENT A

PROVIDER REIMBURSEMENT RATES

These rates are based on a **ONE WAY** trip per each client.

AMBULATORY & WHEELCHAIR RATES

- $5.00 for each one-way trip.

The Provider will be solely responsible to report all "no-shows" and "cancellations" within forty-eight (48) hours to TMS.

TMS reserves the right to adjust previously made payments to reflect correct claim payments based on internal audit or other claims review.

If Provider is a designated public transit association, fully allocated costs for services under this contract are estimated to be $_____ per one-way trip, based on an estimated _____ of one-way trips annually. The balance of the difference between fully allocated cost and TMS reimbursement rate will be paid with subsidies from Federal Transit Administration (5310, 5311, JARC, New Freedom, etc.) funding, State Transit Assistance funding, and/or local funds.

_____
(Signature)
Marshalltown Municipal Transit

_____
Scott M. Anderson
TMS Management Group, Inc.

Effective Date: October 1, 2015

ATTACHMENT B

TMS SERVICE STANDARDS

Driver responsibilities:

A. Prior to each day's route, the driver will inspect the vehicle using a daily checklist that includes every item in "Attachment C"

B. Drivers are to be dressed neatly, and act in a professional manner with a name tag displayed.

C. Upon arriving at the scheduled return time to pick the patient up on the return to the patient's home, Provider may be required to wait ten (10) minutes in the event that patient's medical appointment exceeds scheduled time.

D. When contact is made with the client, the driver is to announce his name, and the company that he is actually employed with.

ATTACHMENT C

VEHICLE INSPECTIONS

Daily Inspection Items

(A) Horn
(b) Windshield Wipers
(c) Mirrors
(d) Wiring and Battery(ies)
(e) Service and Parking Brakes
(f) Warning Devices
(g) Directional Signals
(h) Hazard Warning Signals
(i) Lighting Systems and Signaling Devices
(j) Handrails and Stanchions
(k) Standee Line and Warning
(l) Doors and Interlock Devices
(m) Stepwells and Flooring
(n) Emergency Exits
(o) Tires and Wheels
(p) Suspension System
(q) Steering System
(r) Exhaust System
(s) Seat Belts
(t) Safety Equipment
(u) Equipment for Transporting Wheelchairs

A safety inspection report shall be prepared by the individual(s) performing the inspection which shall include the following:

(a) Identification of the individual(s) performing the inspection.
(b) Identification of the individual(s) operating the vehicle.
(c) The date of the inspection.
(d) Identification of the vehicle inspected.
(e) Identification of the equipment and devices inspected including the identification of equipment and devices found defective, and describe the results of the inspection.

Records of annual safety inspections shall be retained for future compliance review for a period of five (5) years.

Vehicle Requirements

All vehicles:

a. Must currently be licensed and registered as required by law.
b. Must have proof of financial responsibility maintained on any vehicle used to transport Iowa Medicaid Members as required by law. TMS shall confirm compliance with applicable financial responsibility and/or insurance requirements, 761 IAC 910.5(1) defines insurance requirements at $1 Million if the Provider delivers public transit services, and Iowa Code Chapter 321A defines additional insurance requirements.
c. Must be kept at all times in proper physical and mechanical condition.
d. Must be equipped with operable passenger restraint devices, turn signals, lights, horn, brakes, a front windshield, windows, and mirrors.
e. Must pass a safety inspection, if required to do so by state or federal law.
f. Must carry equipment for two-way emergency communication (two-way radio or cell phone acceptable).

ATTACHMENT D

DRIVER REQUIREMENTS

All drivers:
a. Must Possess a current valid driver's license with no restrictions other than corrective lenses.
b. Must have no limitation or restrictions that would interfere with safe driving. This includes, but not limited to, medical conditions, ignition interlock restriction, or prescribed medication that would interfere with the safe, lawful operation of a motor vehicle.
c. Must pass a pre-employment drug screening.
d. Must pass a Department of Criminal Investigation (DCI) background check prior to the start of employment.
e. Must pass a child and dependent adult abuse background check.
f. Any provider (both individual and entity) identified on the Office of Inspector General (OIG) Excluded Parties List System (EPLS) is not eligible.
g. Must be trained in the use of ADA access equipment, if vehicle is so equipped.
h. Must use passenger restraint devices as required by law.
i. Must provide assistance to passengers, as needed or requested, particularly for passengers with mobility impairments requiring assistance in boarding, deboarding, or securing a mobility device.
j. Must not smoke while transporting Members.
k. Must not transport Members while under the influence of alcohol or any drug that impairs the ability to drive safely.
l. Must not provide transportation if they have an illness that could pose a threat to the health and well being of the Member.
m. Must submit to random drug and alcohol screenings.

ATTACHMENT E

TMS TERMS AND CONDITIONS OF SERVICE

I. CONDITIONS OF SERVICE

Provider warrants that it is fully licensed and/or certified as may be required by the United States Federal Government and the State of Iowa and their respective agencies, including the Department of Transportation and IDHS, to provide Covered Services under this Agreement. Provider must comply with the terms of its license and/or certification throughout the term of this Agreement.

When applicable, Covered Services shall be delivered in accordance with state and federal statutes and regulations pertaining to ambulance, ambulette, livery, taxi, invalid coach, private automobile, minivan, bus. sedan, airplane, and wheelchair vans and TMS's policies. Provider agrees to make available to eligible clients of MEDICAID those types and levels of transportation services for which it is licensed. Any change in Provider's licensure status shall be immediately reported to TMS.

II. SERVICES PLANNING

TMS shall not be obligated or committed to purchase any specific amount of service(s) from the Provider. TMS will assign rides to Provider as TMS deems appropriate, in its discretion, to promote the goals of IDHS and the interests of Medicaid Participants. To this end, TMS reserves the right to discontinue assignments to or services from Provider and to reassign rides to other providers within the network.

III. INVOICING AND PAYMENT

TMS shall pay Provider only for those services TMS specifically orders or authorizes. TMS shall have no financial liability for services rendered and/or costs incurred by the Provider other than for those services specifically ordered or authorized by TMS and documented with a trip number. Provider may not bill or request payment for any charges outside of those set forth in this Agreement to IDHS, TMS, or Participants. All payments issued under this Agreement will be deemed to have been issued when the payment is placed in regular mail with the US Postal Service, properly addressed to Provider with sufficient postage.

IV. SAFEGUARDING CLIENT INFORMATION

During the course of performance, Provider may be given or may encounter information relating to Participants. The Provider shall safeguard and cause its employees, subcontractors, and agents to safeguard, the use and disclosure of such information in accordance with applicable federal and state statutes and regulations concerning HIPAA, confidentiality, and safeguarding information. Providers must observe all requirements relating to HIPAA that require safeguarding of client information.

V. CONFIDENTIALITY

All material and information provided under this Agreement, whether by IDHS, TMS, or Participants, or acquired by Provider in performance of its services, whether verbal, written, recorded magnetic media, cards, or otherwise, shall be regarded as confidential information and all necessary steps shall be taken to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. Provider agrees that it is prohibited from releasing any and all information without the prior written consent of TMS.

VI. TERMINATION

This Agreement may be cancelled for any reason and without cause or penalty by either party at any time upon thirty (30) days prior written notice to the other. This Agreement may be terminated immediately by TMS if Provider materially breaches this Agreement. TMS may terminate this Agreement immediately and without notice upon the occurrence of any of the following: (a) the suspension, modification, or revocation of Provider's business license and/or certification; (b) the cancellation or any material change to Provider's liability insurance policy (c) Provider becoming bankrupt or insolvent; (d) Provider's failure to comply with TMS's policies and conditions listed in this Attachment E and this Agreement (e) Provider's exclusion or restriction from participation in Medicare or Medicaid programs.

VII. NO WAIVER OF REMEDIES

The making of any payment by TMS shall not constitute or be construed as a waiver by TMS of any breach of covenant or any default which may then exist on the part of the Provider, and the making of such payment by TMS while any such breach or default exists shall not impair or prejudice any right or remedy available to TMS with respect to breach or default.

VIII. INDEMNIFICATION

The Provider shall protect in all legal actions whether at law or in equity, indemnify, and hold harmless TMS and all its officers, agents, consultants, and employees, from and against, any claims, liabilities, damages (including without limitation amount paid in settlement of claim), attorneys' fees, court costs, and expenses or loss to persons or property, real or personal, to which TMS may be put or subjected to, by reason of any act, action, negligence, malfeasance, omission, or default, whether known or unknown, on the part of Provider or any of its contractors, subcontractors, officers, agents, or employees, in connection with the conduct and performance of Provider under this Agreement beginning on the date of execution of this Agreement and continuing throughout the duration of this Agreement and any renewals to it, and continuing until ten (10) years after the date of termination of the Agreement. If Provider is a designated Iowa Public Transit Association or contractor thereto, this paragraph shall apply reciprocally to indemnify Provider.

IX. CRIMINAL OFFENSES, FRAUDULENT, AND ABUSIVE PRACTICES

Provider is specifically prohibited from engaging in fraudulent or abusive practices including, but not limited to, the provision or receipt of gratuities or kickbacks to TMS, IDHS, Participants, verbal or sexual harassment of Participants while inside or within twenty (20) feet of Provider's vehicles, submitting invoices for trips that did not occur, and/or falsifying trip information on invoices to increase payments to Provider. This Agreement may be immediately suspended whenever TMS has reason to question whether the Provider has engaged in any criminal conduct or any abusive or fraudulent practices in connection with this Agreement or performance of services hereunder.

X. INSURANCE

Provider, at its sole expense, shall maintain in force throughout the term of this Agreement premises and comprehensive general liability, automobile, worker's compensation, fidelity bond, malpractice, and such other insurance as is customarily maintained in Provider's industry in customary and standard amounts or in those amounts required by applicable governing regulations and Attachment C. Provider shall submit to TMS upon execution of this Agreement Certificates of Insurance for all policies. TMS shall be named as an additional insured on Provider's comprehensive general liability and automobile liability policies. In addition, all of Provider's insurance policies including automobile liability and comprehensive general liability insurance policies must be issued by an insurance carrier that is rated by "AM BEST" at minimum "B" level for all policies. The AM BEST rating on the insurance carrier may exceed a "B" level. The AM Best rating may be "B+," "A," and "A+" level, but any Provider insurance policy issued by an insurance carrier with an AM Best rating below "B" will not be considered effective, and the Provider will be required to obtain such a policy, or the Provider will be suspended from service until such coverage can be obtained.

XI. ASSIGNMENT

Provider may not assign, delegate, or transfer this Agreement or any obligations hereunder to any other party without the prior written consent of TMS. Any attempted assignment or transfer in violation of this provision is void.

XII. SEVERABILITY CLAUSE

In the event that any court should determine that any provision of this Agreement is unenforceable for any reason, Provider and TMS hereby agree and request that the court making such determination shall modify and reform the provision or provisions so found to be unenforceable and, in its modified form, specifically enforce the same and the remainder of the Agreement.

XIII. CHOICE OF LAW

The parties agree that this Agreement shall be governed by Iowa law. TMS and Provider hereby waives its right to a trial by jury and agrees to a bench trial.

XIV. ENTIRE AGREEMENT

Provider and TMS agree that this Agreement and its Attachments contains the entire agreement between Provider and TMS. The parties agree that this document will control in the event of a conflict or interpretation problem between this document and any other document.

XV. INTERNET ACCESS

Provider understands each provider must have electronic access to the internet to receive trip routing information and to track invoice processing. Provider may select dial-up access or high-speed access, but Provider must have the functional computer hardware and internet access in order to operate as an active TMS transportation provider. In the event of a service or power outage, TMS will work with Provider to distribute trip information to Provider via facsimile.

ATTACHMENT F

BUSINESS ASSOCIATE AGREEMENT

THIS Attachment supplements and is made a part of the TMS Management Group, Inc. ("TMS") Contract (hereinafter, the "Agreement") between TMS and the Provider ("the Business Associate").

1. **Purpose.**
   The Business Associate performs certain services on behalf of or for TMS pursuant to the Agreement that require the exchange of information about patients that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations published at 45 C.F.R. parts 160 and 164 (collectively "HIPAA"). TMS is a "Covered Entity" as that term is defined in HIPAA, and the parties to the Agreement are entering into this Attachment to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the Agreement into compliance with HIPAA.

2. **Definitions.**
   Unless otherwise provided in this Attachment, capitalized terms have the same meanings as set forth in HIPAA.

3. **Obligations of Business Associate.**
   a. *Security Obligations.* Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, apply to the Business Associate in the same manner that such sections apply to TMS. The Business Associate's obligations include but are not limited to the following:
      - Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on behalf of the covered entity as required by HIPAA;
      - Ensuring that any agent, including a subcontractor, to whom the Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect the data; and
      - Reporting to TMS any security incident of which it becomes aware.

   b. *Privacy Obligations.* To comply with the privacy obligations imposed by HIPAA, Business Associate agrees to:
      - Not use or further disclose information other than as permitted or required by the Agreement, this Attachment, or as required by law;
      - Abide by any Individual's request to restrict the disclosure of Protected Health Information consistent with the requirements of Section 13405(a) of the HITECH Act;
      - Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Agreement and this Attachment;
      - Report to TMS any use or disclosure of the information not provided for by the Agreement of which the Business Associates becomes aware;
      - Ensure that any agents, including a subcontractor, to whom the Business Associate provides Protected Health Information received from TMS or created or received by the Business Associate on behalf of TMS agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information;

- Make available to TMS within ten (10) days Protected Health Information to comply with an Individual's right of access to their Protected Health Information in compliance with 45 C.F.R. § 164.524 and Section 13405(f) of the HITECH Act;
- Make available to TMS within fifteen (15) days Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
- Make available to TMS within fifteen (15) days the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act;
- Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from TMS, or created or received by the Business Associate on behalf of TMS, available to the Secretary for purposes of determining TMS's compliance with HIPAA;
- To the extent practicable, mitigate any harmful effects that are known to the Business Associate of a use or disclosure of Protected Health Information or a Breach of Unsecured Protected Health Information in violation of this Attachment;
- Use and disclose an Individual's Protected Health Information only if such use or disclosure is in compliance with each and every applicable requirement of 45 C.F.R. § 164.504(e);
- Refrain from exchanging any Protected Health Information with any entity of which the Business Associate knows of a pattern of activity or practice that constitutes a material breach or violation of HIPAA or this Attachment;
- To comply with Section 13405(b) of the HITECH Act when using, disclosing, or requesting Protected Health Information in relation to this Attachment by limiting disclosures as required by HIPAA;
- Refrain from receiving any remuneration in exchange for any Individual's Protected Health Information unless (1) that exchange is pursuant to a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, or (2) satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act or HIPAA regulations; and
- Refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act.

c. *Permissive Uses.* The Business Associate may use or disclose Protected Health Information that is disclosed to it by TMS under the following circumstances:
   - Business Associate may use the information for its own management and administration and to carry out the legal responsibilities of the Business Associate.
   - Business Associate may disclose the information for its own management and administration and to carry the legal responsibilities of the Business Associate if (1) the disclosure is required by law, or (2) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. *Breach Notification.* In the event that the Business Associate discovers a Breach of Unsecured Protected Health Information, the Business Associate agrees to take the following measures within 30 calendar days after the Business Associate first becomes aware of the incident:
   - To notify TMS of any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. part E. Such notice by the Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause

damage to national security. For purposes of clarity for this provision, Business Associate must notify TMS of any such incident within the above timeframe even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA. For purposes of this Attachment, the Business Associate is deemed to have become aware of the Breach as of the first day on which such Breach is known or reasonably should have been known to such entity or associate of the Business Associate, including any person, other than the individual committing the Breach, that is an employee, officer or other agent of the Business Associate or an associate of the Business Associate;

- To include the names of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach;
- To complete and submit the Breach Notice form to TMS; and
- To include a draft letter for TMS to utilize to notify the Individuals that their Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach. The draft letter must include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);
    3. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
    4. A brief description of what TMS and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
    5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

4. Attachment Administration.

a. Termination. TMS may terminate this Attachment for cause if TMS determines that the Business Associate or any of its subcontractors or agents has breached a material term of this Attachment. Termination of either the Agreement or this Attachment shall constituted termination of the corresponding agreement.

b. Effect of Termination. At termination of the Agreement or this Attachment, the Business Associate shall return or destroy all Protected Health Information received or created in connection with this Agreement, if feasible. If such return or destruction is not feasible, the Business Associate will extend the protections of this Attachment to the Protected Health Information and limit any further uses or disclosures. The Business Associate will provide TMS in writing a description of why return or destruction of the information is not feasible.

c. Compliance with Confidentiality Laws. Business Associate acknowledges that it must comply with all laws that may protect the Protected Health Information received and will comply with all such laws, which include but are not limited to the following:

- *Medicaid applicants and recipients*: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code § 217.30;
- *Mental health treatment*: Iowa Code chapters 228, 229;
- *HIV/AIDS diagnosis and treatment*: Iowa Code § 141A.9; and
- *Substance abuse treatment:* 42 U.S.C. § 290dd-3; 42 U.S.C. § 290ee-3; 42 C.F.R. part 2; Iowa Code §§ 125.37, 125.93.

d. Indemnification for Breach Notification. Business Associate shall indemnify TMS for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. part E.

e. *Amendment.* TMS and the Business Associate agree to take such action as is necessary to amend this Attachment from time to time as is necessary for the Business Associate to comply with the requirements of HIPAA.

f. *Survival.* The obligations of the Business Associate shall survive this Attachment's termination.

g. *No Third Party Beneficiaries.* There are no third party beneficiaries to this agreement between the parties. The Agreement and this Attachment are intended to only benefit the parties to the agreement.

h. *Effective Date.* This Attachment is effective as of the Agreement's Effective Date.

NOTIFICATION TO THE AGENCY OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

NOTE: The Business Associate must use this form to notify TMS of any Breach of Unsecured Protected Health Information. Immediately provide a copy of this completed form to (1) the Contract Manager, in compliance with the Notice Requirements of the Agreement, and (2) TMS Security and Privacy Officer at:

TMS Management Group, Inc.
ATTN: Scott M. Anderson, Director of Operations
5800 Fleur Drive, Suite 231
Des Moines, IA 50321

Contract Information	
Contract Number	**Contract Title**
Contractor Contact Information	
Contact Person for this Incident:	
Contact Person's Title:	
Contact's Address:	
Contact's E-mail:	
Contact's Telephone No.:	

Business Associate hereby notifies TMS that there has been a Breach of Unsecured (unencrypted) Protected Health Information that Business Associate has used or has had access to under the terms of the Business Associate Agreement, as described in detail below:

Breach Details	
Date of Breach	**Date of Discovery of Breach**
Detailed Description of the Breach	
Types of Unsecured Protected Health Information involved in the Breach (such as full name, SSN, Date of Birth, Address, Account Number, Disability Code, etc).	
What steps are being taken to investigate the breach, mitigate losses, and protect against any further breaches?	
Number of Individuals Impacted	**If over 500, do individuals live in multiple states?**
	YES | NO

Signature: _____ **Date:** _____

ATTACHMENT G

TMS/PROVIDER RESPONSIBILITIES & SCOPE OF SERVICE IN IOWA

TMS will provide trip routing and scheduling information to Provider containing the pick-up time and location of the Medicaid Participant and the destination of the Medicaid Participant.

Pick Up & Delivery Requirements: Once confirmed, Provider is responsible for sending a vehicle that has passed a daily inspection form to the Participant pick-up point. At the pick-up point, the driver of the Provider's vehicle is responsible for making contact with the Participant by knocking on the exterior most door of the building at the pick-up location. Provider, with its local experience, is solely responsible for anticipating and resolving any traffic and/or road hindrances that would delay any portion of the trip assignment. The driver of the Provider's vehicle is responsible for assisting the Participant in embarking the vehicle, if necessary. The Provider is responsible for transporting the Participant safely to the passenger destination point. Provider is solely responsible for locating the pick-up and destination points. At the destination point, the driver of the Provider's vehicle is responsible for assisting the Participant in exiting the vehicle.

Provider is responsible for inspecting and maintaining its vehicles in accordance with the terms described elsewhere in this Provider Agreement. Provider is responsible for submitting an invoice for its services twice a month in accordance with the terms described elsewhere in this Provider Agreement. TMS is responsible for paying Provider in accordance with the terms described elsewhere in this Provider Agreement. Provider is solely responsible for recruiting a sufficient number of qualified drivers to accommodate its trip assignments. Provider is responsible maintaining two-way dispatch communication service with its vehicles using mobile data terminals, radio equipment, and/or telephone service.

Training and Orientation: Provider is responsible for completing all training modules for its staff and drivers necessary to become active providers within the TMS network including, but not limited to: Driver Safety/Defensive Driving Training, Sensitivity Training for the Elderly and Disabled, Drug & Alcohol Abuse Education, and Vendor Portal Training required by TMS.

Performance: TMS will monitor Provider's performance through direct observation by TMS staff, vehicle & facilities inspections both announced and unannounced, and complaint monitoring. If Provider's performance is not satisfactory, TMS will notify Provider both orally and in writing. If Provider receives three (3) notices of unsatisfactory performance within one (1) month, the Provider will automatically be placed on probation within TMS's network. TMS will perform quarterly review of the Provider's performance. Failure to reform Provider's conduct will result in termination of Provider from network. TMS may adjust or terminate Provider's trip assignments to account for poor performance. For serious offences, as determined by the IDHS, termination may occur.

Driver Logs: Provider is responsible for maintaining its driver logs. Each driver must maintain a written or electronic log of its Medicaid trips containing the trip pick-up location, trip pick up time, the trip destination location, the destination arrival time, the name and ID number of the Medicaid Participant, and any other required information on each trip. If Provider vehicles are equipped with Mobile Data Terminals, these logs must be kept electronically. Provider is required to turn over to TMS and/or IDHS

any and all driver logs upon request. Likewise, Provider will submit selected driver logs to TMS on monthly basis to review Provider's performance.

Participant Injury: In the event that a Medicaid Participant is injured while being transported by Provider, Provider and Participant are required to submit a claim through Provider's own insurance company first. In the event that Provider's insurance coverage is not sufficient, Provider and Participant may submit a claim to TMS's insurance carrier. In the event that both Provider and TMS's insurance coverage is not sufficient, Provider and Participant may submit a claim to Medicaid. Provider and TMS understand and agree that Medicaid is a payer of last resort, except as otherwise defined by Iowa Code, Chapter 669.

Dispute Resolution Procedures: If Provider has a billing/payment dispute, it will be resolved in accordance with the procedures described elsewhere in this Agreement. All other disputes must be documented in writing and submitted to TMS offices within fifteen days (15) of the date on which the incident occurred. TMS's Compliance Review staff will review the dispute and attempt to resolve it within fifteen days (15) of receipt. All remedial actions taken will be documented by TMS.

Provider is responsible for complying with all TMS and IDHS driver, vehicle, staff, and equipment requirements and service standards enumerated in this document and elsewhere. Provider is responsible for complying with all confidentiality requirements discussed in this Agreement.

Provider agrees to be bound by the mandatory terms and conditions of the contract between TMS and IDHS which hereby flow down to Provider.

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: _____

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 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

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

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

Marshalltown
All-America City
2012

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
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

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 NOT Using Quotes from TSBs

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

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

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

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

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

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.

ROW

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.

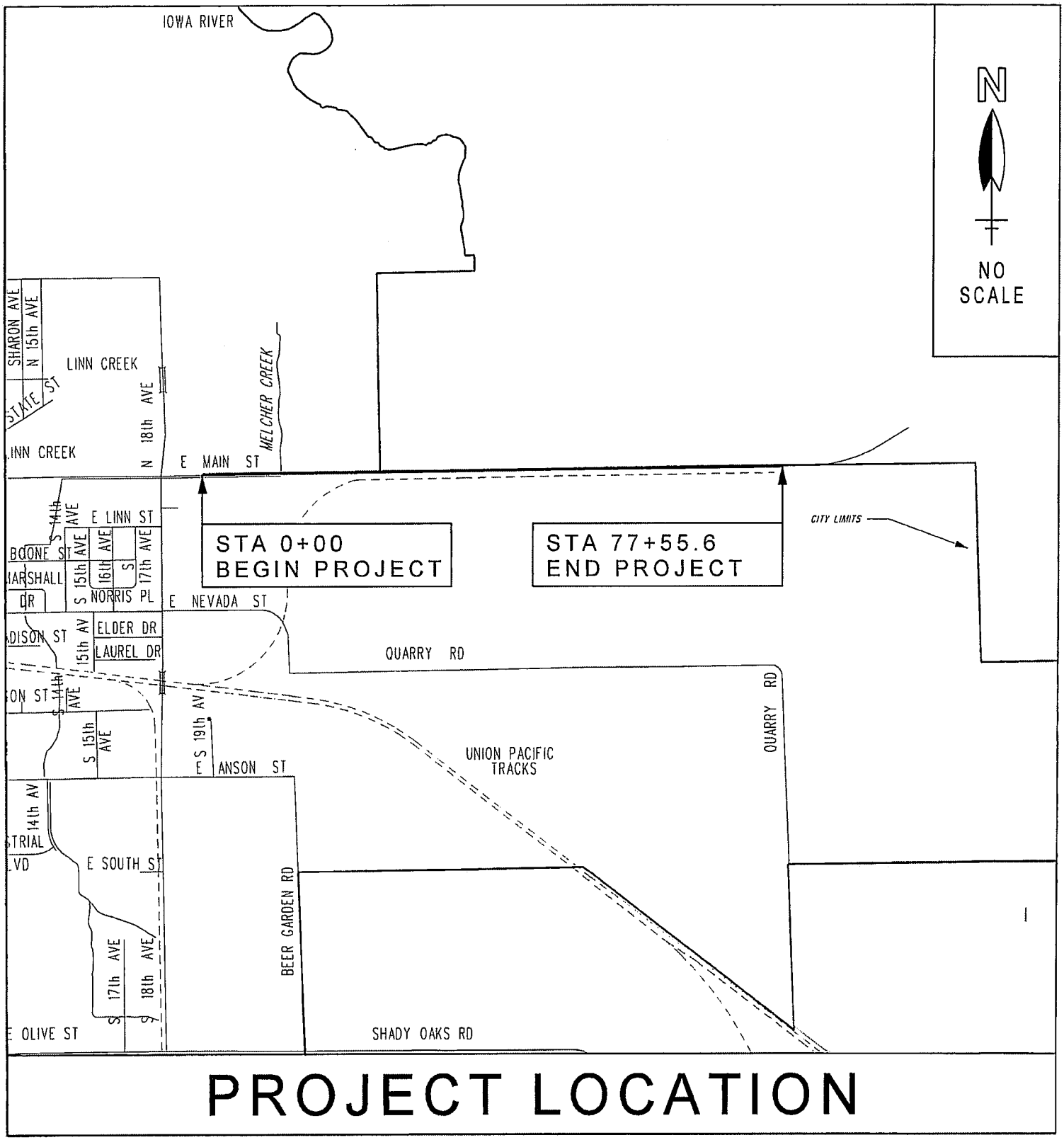
Budget Impact: The City shall receive reimbursement of eligible costs up to $516,000 or 80% of eligible project costs.

Attachment: Federal Aid Agreement

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012



PROJECT LOCATION

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.

RSW

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

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 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.

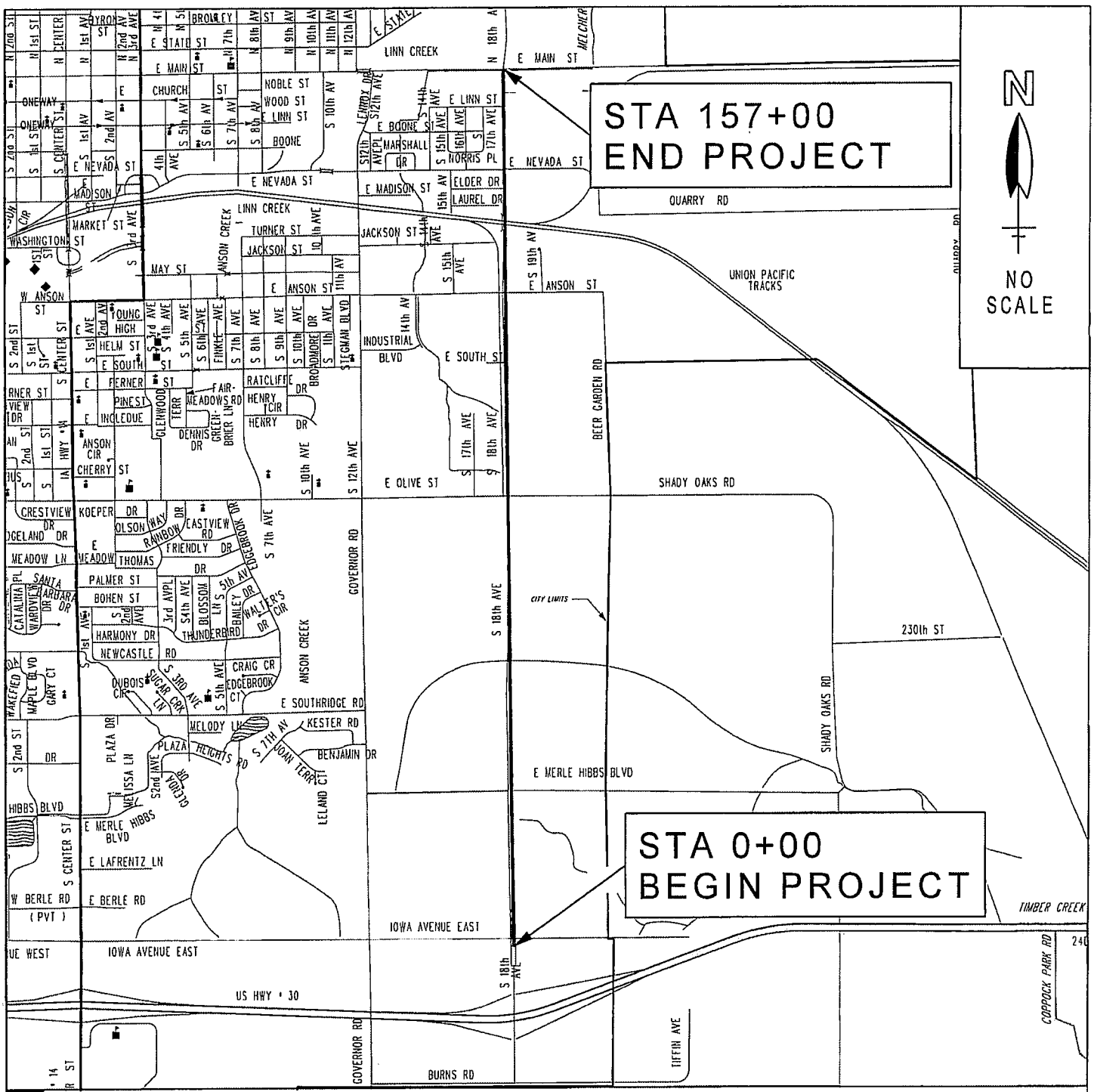
Budget Impact: The City shall receive reimbursement of eligible costs up to $720,000 or 80% of eligible project costs.

Attachment: Federal Aid Agreement

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012



PROJECT LOCATION

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.

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.

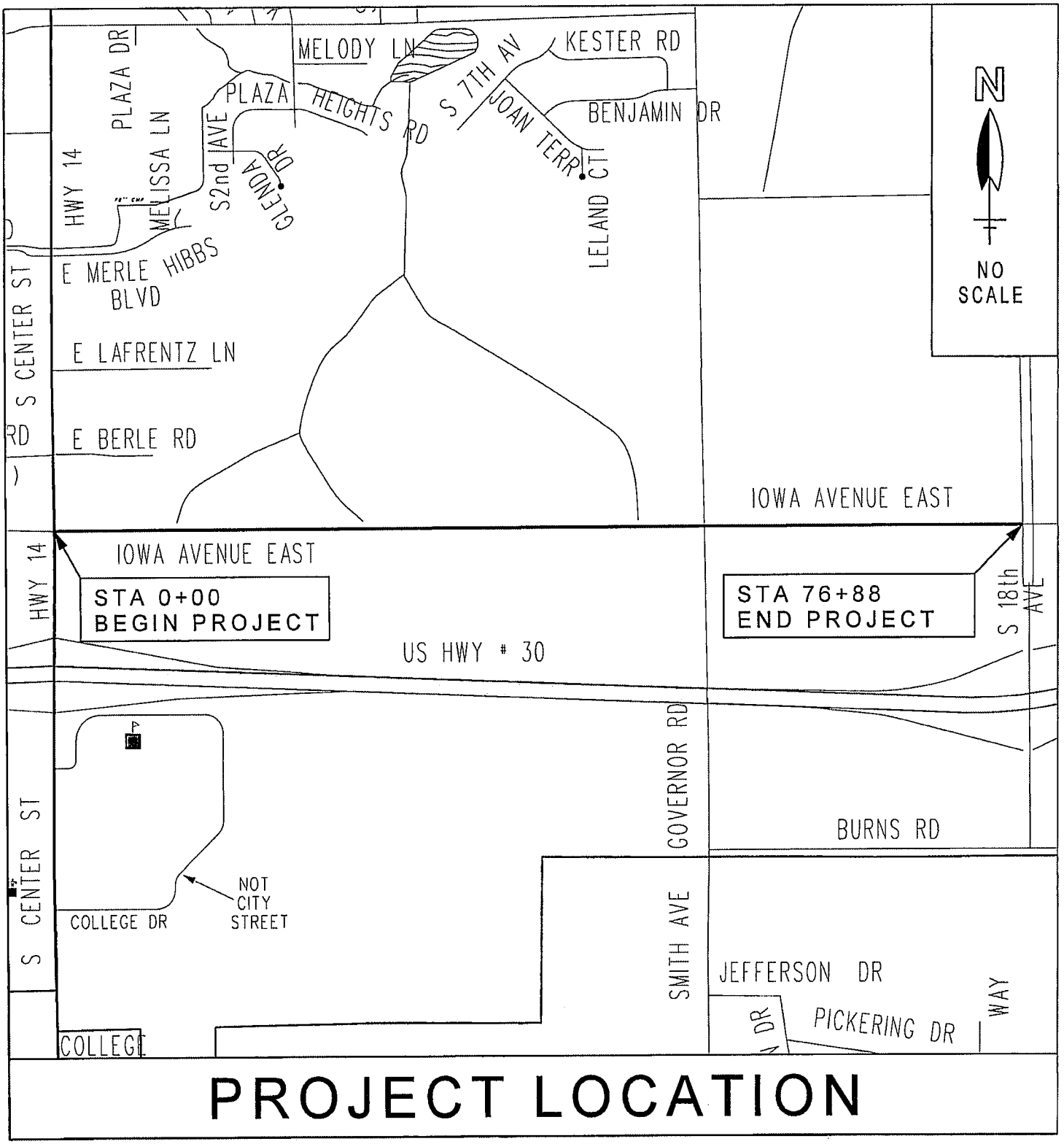
Budget Impact: The City shall receive reimbursement of eligible costs up to $480,000 or 80% of eligible project costs.

Attachment: Federal Aid Agreement

cc: Randy Wetmore, City Administrator

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

Marshalltown
All-America City
2012



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.

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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:

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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 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

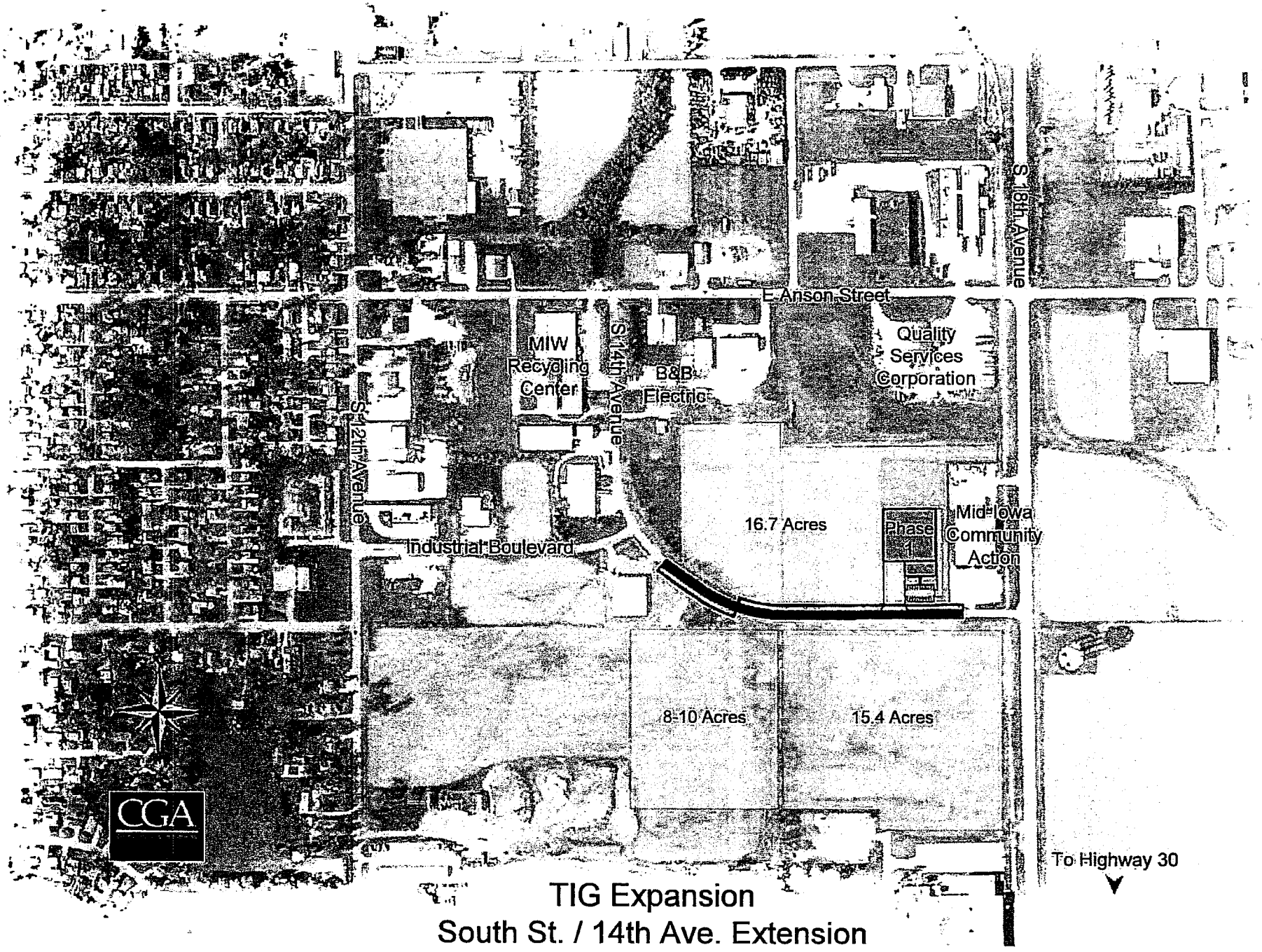
_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk



TIG Expansion
South St. / 14th Ave. Extension
Marshalltown, IA

RVW

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 $XXXXXX

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
CONTRACTOR. ADDRESS. CITY STATE ZIP	$XXXXXXX
CONTRACTOR. ADDRESS CITY STATE ZIP	$XXXXXXX
CONTRACTOR ADDRESS CITY STATE ZIP	$XXXXXXX

After consideration of all bids filed, there was determined by the Council that the bid of Contractor. 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 Contractor , 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 AMOUT WRITTEN OUT and 00/100========($XXXXXX) 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

Row

the City of Marshalltown

FINANCE DEPARTMENT

James L Lowrance, Mayor
Randy A. Wetmore,
City Administrator
Brian DeMoss, City Treasurer
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Honorable Mayor, City Council and City Administrator

From: Brian DeMoss, City Treasurer

Date: September 21, 2015

Re: IT Services RFQ

The Finance Department requested quotes for IT services. We received three proposals for IT services. Members of technology committee evaluated the proposals based on City requirements and cost.

During the evaluation process, BDH established itself as the best option for the City. Two key factors were the ability of BDH to provide all necessary services and response time. We also analyzed the overall price of using BDH services versus the other companies whom submitted a bid, and BDH was the lowest annual cost. Please see the following page for cost analysis.

The Finance Department, and the technology committee recommend BDH be awarded the two year contract to provide IT services, and all alternates.

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

Marshalltown
All-America City
2012

BDH

Monthly Cost	50 Hrs	3,625.00	
Alt - PD	20 hrs	1,450.00	
Alt - Lib	10 hrs	725.00	
Total		5,800.00	Per Month
If all three selected		5,440.00	Per Month
One time Set Up Fee		-	
Cost Per Month		5,440.00	
Annual Cost		65,280.00	

McGladrey

Monthly Cost	50 Hrs	8,000.00	
Alt - PD	20 hrs	3,200.00	
Alt - Lib	10 hrs	1,600.00	
Total		12,800.00	Per Month
Cost Per Month		12,800.00	
One time Set Up Fee		22,950.00	
Annual Cost		176,550.00	

If all options selected reduced implementation and monthly fees would apply

Above quoted prices are based on Option 2, Option 1 also included at significantly higher costs.

ACS

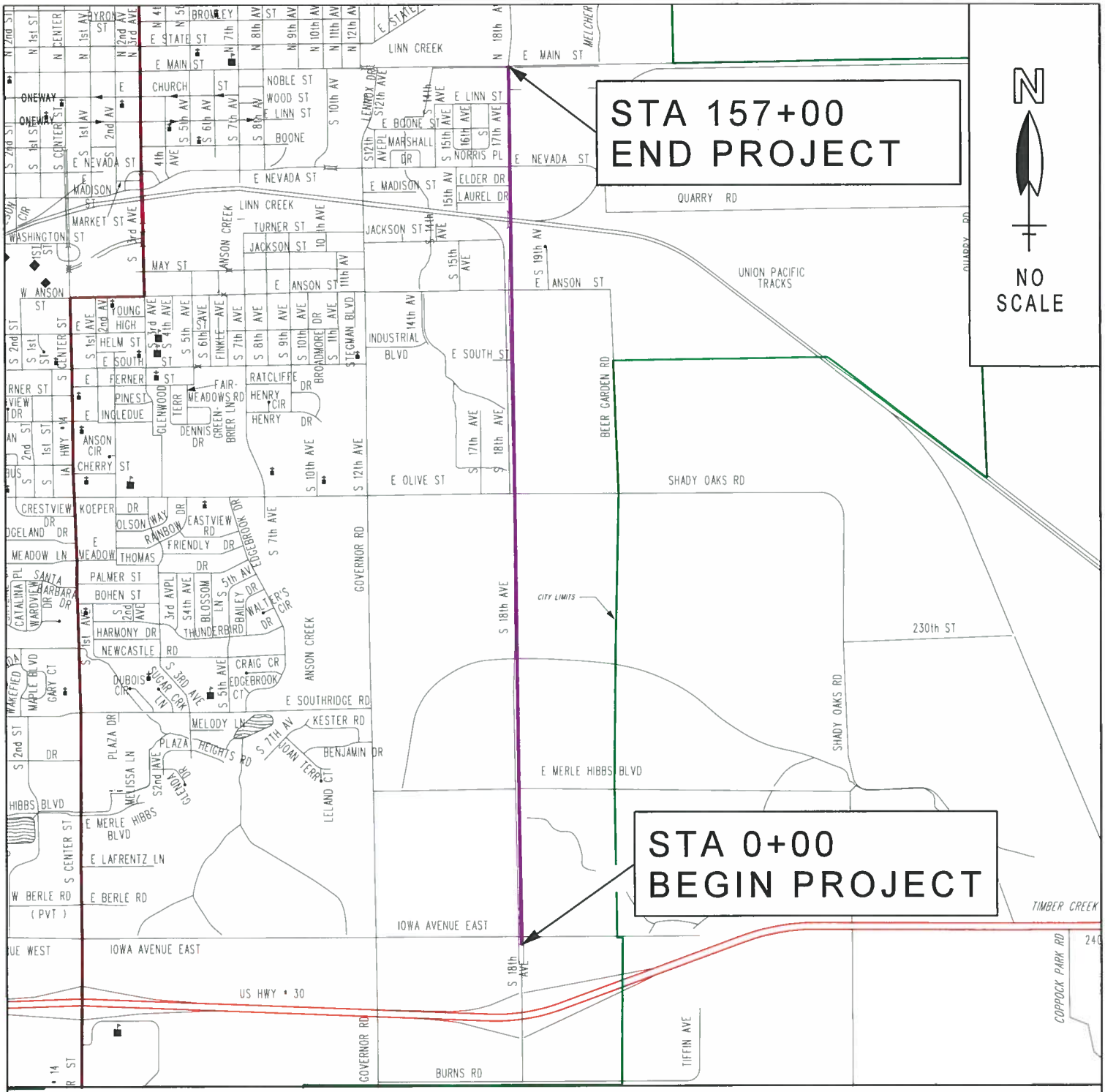
Base Monthly		2,501.67	
Monthly Cost	50 Hrs	6,500.00	
Alt - PD	20 hrs	2,600.00	
Alt - Lib	10 hrs	1,300.00	
Total		12,901.67	Per Month
Cost Per Month		12,901.67	Per Month
One time Set Up Fee		250.00	
Annual Cost		155,070.04	

Only cost included in RFQ was base monthly cost, remaining costs estimated based on City need estimates.

The City would incur the following costs with out IT Service Contract:

Salary	59,134.00
Addnl Support (Estimate)	10,000.00
Total Costs	69,134.00

Above cost does not include benefits or time spent by officer currently resolving IT issues for PD


STA 157+00
END PROJECT
N
NO SCALE
STA 0+00
BEGIN PROJECT
LINN CREEK
E MAIN ST
E NEVADA ST
E MADISON ST
QUARRY RD
UNION PACIFIC TRACKS
E ANSON ST
E SOUTH ST
INDUSTRIAL BLVD
BEER GARDEN RD
SHADY OAKS RD
E OLIVE ST
GOVERNOR RD
S 18th AVE
CITY LIMITS
230th ST
E MERLE HIBBS BLVD
E SOUTHRIDGE RD
IOWA AVENUE EAST
US HWY • 30
BURNS RD
TIFFIN AVE
COPPOCK PARK RD
TIMBER CREEK
ANSON CREEK
MAY ST
JACKSON ST
TURNER ST
MARKET ST
WASHINGTON ST
E LINN ST
BOONE
NOBLE ST
WOOD ST
CHURCH ST
E STATE ST
BROADLEY ST
E LAFRENTZ LN
E BERLE RD
W BERLE RD
(PVT)
HIBBS BLVD
KESTER RD
BENJAMIN DR
MELODY LN
PLAZA HEIGHTS RD
NEWCASTLE RD
HARMONY DR
PALMER ST
BOHEN ST
FRIENDLY DR
EASTVIEW RD
KOEPER DR
CRESTVIEW DR
MEADOW LN
CHERRY ST
ANSON CIR
INGLEDUE
FERNER ST
E SOUTH ST
HELM ST
HIGH
YOUNG
MELISSA LN
LELAND CT
JOAN TERR
CRAIG CR
EDGEBROOK CT
DUBOIS CIR
SUGAR CRK LN
GARY CT
MAPLE BLVD
WAKEFIELD DR
CATALINA PL
SANTA BARBARA DR
WARDVIEW DR
THUNDERBIRD DR
BLOSSOM LN
BAILEY DR
WALTER'S CIR
OLSON WAY
RAINBOW DR
EDGEBROOK DR
GLENWOOD TERR
DENNIS DR
GREEN BRIER LN
FAIR-MEADOWS RD
RATCLIFFE DR
HENRY CIR
HENRY DR
BROADMORE DR
STEGMAN BLVD
FINKLE AVE
LENNOX DR
MARSHALL DR
NORRIS PL
ELDER DR
LAUREL DR
PINEST
ONEWAY
ONEWAY
PROJECT LOCATION