

1. Agenda

Documents:

[SEPTEMBER 25 2017 AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[MARSHALLTOWN RECOMMENDATION LETTER FOR ALL BID
PACKAGES.PDF](#)

[SEPTEMBER 25 2017 BILL LIST.PDF](#)

[SEPTEMBER 25 2017 PACKET.PDF](#)

[SEPTEMBER 25 2017 REVISED MANUAL.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
September 25, 2017, 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, Kester, Lamer, Martin, Wirin.

MAYOR, COUNCIL and ADMINISTRATOR COMMENTS:

Service Awards:

20 years: Karen Allen

15 years: Brian Siegert

10 years: Dawn Blahnik, Jennifer Hart, Jenelle Klavenga

5 years: Deb Trickey, Randy Vaughn

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 11, 2017.
2. Approve Bill List in the amount of \$2,140,367.45.
3. Receipt of August 2017, Building Report.
4. Resolution 2017-237 Approving Release and Covenant Not to Sue Agreement with Joni L. Burroughs.
5. Resolution 2017-238 Approving and Adopting the Annual Street Financial Report for the fiscal year ending June 30, 2017.
6. Resolution 2017-240 Authorizing the Marshalltown Parks and Recreation Department to Enter into an Agreement to Rent the Pleasant Hills Pool at 909 S 12th Street for Swimming Lessons throughout the 2018 Calendar Year.
7. Resolution 2017-241 Approving Violence Against Women Act Grant Agreement for Fiscal Year 2017-2018.
8. Liquor License Renewals: Tacos y Mariscos Maravilla, Haleys Deli BBQ and Catering, TC's, Casey's General Store #3228.

(end of consent agenda items)

MOTIONS:

9. Rescind the previous City Council action regarding denial of the Jacob's Petition for Severance.

RESOLUTIONS:

10. Resolution 2017-242 Approving the Application for Severance of Parcel 8318-14-454-005 owned by Gregory and Linda Jacobs.

Visit www.ci.marshalltown.ia.us

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11. Resolution 2017-243 Approving Engineering Design Services Contract with HR Green, Inc., for Highway 14 project STR17001, in the amount of \$233,000.
 12. Resolution 2017-244 Accepting bid and Awarding Contract to Jasper Construction for the Center Street Bridge over Linn Creek, \$95,625.
 13. Resolution 2017-245 Accepting Transportation Alternatives Program (TAP) funding for Iowa River Trail, \$247,500.
 14. Resolution 2017-246 Authorizing the Issuance of \$12,720,000 General Obligation Municipal Building Bonds, Series 2017, and Providing for the Levy of Taxes to Pay the same, approving the Continuing Disclosure Certificate and Paying Agent and Registrar and Transfer Agent Agreement.
 15. Resolution 2017-247 Authorizing the City Housing and Community Development Department to Submit a Fair Housing Initiative Program Grant to the US Department of Housing & Urban Development.
- PUBLIC HEARING – subordination of lien position**
16. Resolution 2017-249 Adopting Tentative Resolution Accepting the Subordination Agreement for property interest at 310 Green Mountain Road, Green Mountain, IA, lead abatement project 53514097

ORDINANCES:

17. Ordinance 14969 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by amending Sections in Chapter 28, Waters and Sewer, of the City Code, Division 4, Relating to Nonresidential Pre-treatment Regulations, second reading. Regarding Federal and State wastewater streamlining compliance. There is no public hearing requirement for this ordinance. Consider waiving 3rd reading and adoption of Ordinance.

ORDINANCES and RESOLUTIONS - SALE of PROPERTY:

PUBLIC HEARINGS – vacate alley by ordinance and convey by quit claim deed

18. Ordinance #14968 to Vacate portions of Swayze Street and Union Street east of North 8th Avenue, and to Convey Same to Crystal Distribution Services Inc., 2nd reading. Consider waiving 3rd reading and adoption of Ordinance.
19. Resolution 2017-250 Adopting Tentative Resolution 2017-234 Providing for the Conveyance and Transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to Crystal Distributing, INC, and Authorizing Execution and Delivery of a Quit Claim Deed, Sale price of \$100 plus other good and valuable consideration. Re: portions of Swayze Street and Union Street east of North 8th Avenue.

RESOLUTIONS – Bid Packages for Police and Fire Safety Building

20. Resolution 2017-251 Accepting Bid and Authorizing the Award of Contract to Caliber Concrete LLC for the Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$520,000.00
21. Resolution 2017-252 Approving Contract and Bond with Caliber Concrete LLC for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$520,000.00

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22. Resolution 2017-253 Accepting Bid and Authorizing the Award of Contract to Caliber Concrete LLC for the Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$667,000.00
23. Resolution 2017-254 Approving Contract and Bond with Caliber Concrete LLC for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$667,000.00
24. Resolution 2017-255 Accepting Bid and Authorizing the Award of Contract to Corrado Homes LLC Db a Corrado Construction for the Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,251,000.00
25. Resolution 2017-256 Approving Contract and Bond with Corrado Homes LLC Db a Corrado Construction for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,251,000.00
26. Resolution 2017-257 Accepting Bid and Authorizing the Award of Contract to Central Western Fabricators, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$795,500.00
27. Resolution 2017-258 Approving Contract and Bond with Central Western Fabricators, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$795,500.00
28. Resolution 2017-259 Accepting Bid and Authorizing the Award of Contract to Garling Construction, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,197,000.00
29. Resolution 2017-260 Approving Contract and Bond with Garling Construction, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,197,000.00
30. Resolution 2017-261 Accepting Bid and Authorizing the Award of Contract to Black Hawk Roof Company Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$568,589.00
31. Resolution 2017-262 Approving Contract and Bond with Black Hawk Roof Company Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$568,589.00

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32. Resolution 2017-263 Accepting Bid and Authorizing the Award of Contract to Cable Glass, LLC DbA Forman Ford for the Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$636,900.00
33. Resolution 2017-264 Approving Contract and Bond with Cable Glass, LLC DbA Forman Ford for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$636,900.00
34. Resolution 2017-265 Accepting Bid and Authorizing the Award of Contract to Hilsabeck Schacht, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,092,350.00
35. Resolution 2017-266 Approving Contract and Bond with Hilsabeck Schacht, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,092,350.00
36. Resolution 2017-267 Accepting Bid and Authorizing the Award of Contract to Allied Construction Services, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$227,500.00
37. Resolution 2017-268 Approving Contract and Bond with Allied Construction Services, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$227,500.00
38. Resolution 2017-269 Accepting Bid and Authorizing the Award of Contract to Heartland Finishes, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$175,315.00
39. Resolution 2017-270 Approving Contract and Bond with Heartland Finishes, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$175,315.00
40. Resolution 2017-271 Accepting Bid and Authorizing the Award of Contract to Schumacher Elevator Company for the Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$ 71,255.00
41. Resolution 2017-272 Approving Contract and Bond with Schumacher Elevator Company for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$71,255.00

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42. Resolution 2017-273 Accepting Bid and Authorizing the Award of Contract to Blackhawk Automatic Sprinklers, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$106,050.00
43. Resolution 2017-274 Approving Contract and Bond with Blackhawk Automatic Sprinklers, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$106,050.00
44. Resolution 2017-275 Accepting Bid and Authorizing the Award of Contract to Tony's Plumbing & Heating, LLC for the Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,811,761.00
45. Resolution 2017-276 Approving Contract and Bond with Tony's Plumbing & Heating, LLC for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,811,761.00
46. Resolution 2017-277 Accepting Bid and Authorizing the Award of Contract to Devries Electric, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,013,000.00
47. Resolution 2017-278 Approving Contract and Bond with Devries Electric, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,013,000.00

DISCUSSION:

48. Participation in removal of blighted structures.
49. Council manual.

PUBLIC COMMENT:

ADJOURNMENT:

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September 21, 2017

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50518

RE: **Recommendation for Award of Bid for All Bid Packages**
New Police and Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

Dear Justin:

Story Construction assisted the City of Marshalltown Public Works in conducting the bid opening on September 19th for the Bid Package No. Two - Marshalltown New Police & Fire Station Headquarters. 56 bids were reviewed for the 14 bid packages.

The bids collectively came in between 10.8% and 13.5% below the budget depending on which alternates will be chosen.

The direction and recommendation of the Marshalltown staff, the end users, and Story Construction is to accept the low bidders for the base bid, alternate No. 2 – the 24 car Police Garage and alternate No. 3 – the 7th Fire Apparatus Bay.

The attached cost summary reports the bid packages to include the base bid with alternates 2 and 3. With this base bid and alternate scenario, the second attachment contains the low bidders and the proposed contract amounts of each bid package for the base bid and alternates 2 and 3.

Story Construction recommends approval of this list and seeks the City Council's acceptance and award of each contractor's bid for their respective bid package.

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

cc: Curt Field, Prochaska & Associates, w/enc.
Ethan Dix, Story Construction, w/enc.

enc: Cost Summary for Base Bid and Alternates #2 and #3, Low Bidders & Contract Amounts



Marshalltown Police & Fire Station Headquarters

Cost Summary

Base Bid + Alternate 2 + Alternate 3

Bid Package	Bid Package Name	Base Bid plus Alt #2 and Alt #3	Budget	Difference	%
BP-5	Temporary Facilities (Pass Through Costs)	\$ 348,000	\$ 348,000	\$ -	0.0%
02-1	Site Demolition, Earthwork, Utilities & Erosion & Sediment Control (Bid Package 1)	\$ 596,070	\$ 780,000	\$ (183,930.00)	-23.6%
02-2	Sidewalks & Paving	\$ 520,000	\$ 545,984	\$ (25,984.00)	-4.8%
03-1	Concrete Foundations & Flatwork	\$ 667,000	\$ 638,144	\$ 28,856.00	4.5%
04-1	Masonry	\$ 1,251,000	\$ 1,098,831	\$ 152,169.00	13.8%
05-1	Steel	\$ 795,500	\$ 774,144	\$ 21,356.00	2.8%
06-1	General	\$ 1,197,000	\$ 1,020,169	\$ 176,831.00	17.3%
07-1	Membrane Roofing & Wall Panels	\$ 568,589	\$ 839,870	\$ (271,281.00)	-32.3%
08-1	Aluminum Storefronts, Curtainwalls & Glazing	\$ 636,900	\$ 550,905	\$ 85,995.00	15.6%
09-1	Gypsum Wall Assemblies	\$ 1,092,350	\$ 1,274,002	\$ (181,652.00)	-14.3%
09-2	Floor Coverings	\$ 227,500	\$ 179,198	\$ 48,302.00	27.0%
09-3	Painting	\$ 175,315	\$ 143,364	\$ 31,951.00	22.3%
14-1	Elevators	\$ 71,255	\$ 73,271	\$ (2,016.00)	-2.8%
21-1	Fire Suppression	\$ 106,050	\$ 137,244	\$ (31,194.00)	-22.7%
22-1	Plumbing & Mechanical	\$ 1,811,761	\$ 2,666,321	\$ (854,560.00)	-32.1%
26-1	Electrical Communications & Security	\$ 1,013,000	\$ 1,380,138	\$ (367,138.00)	-26.6%
Total		\$ 11,077,290	\$ 12,449,585	\$ (1,372,295.00)	-11.0%

Marshalltown Police & Fire Station Headquarters

Alternate Summary

Alt #	Alternate Description	Cost of Alternate	Action
Alt #1	12 car Police Garage	\$ 61,867	Not Recommended
Alt #2	24 car Police Garage	\$ 143,067	Recommended
Alt #3	Add a 7th bay to Fire Apparatus Bay	\$ 111,361	Recommended
Alt #5	Change CAT 6 data cabling to CAT 6a	\$ 22,000	Not Recommended at this time



September 21, 2017

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50518

RE: **Low Bidders & Contract Amounts**

Bid Package	Bid Package Name	Contractor	Base Bid plus Alt #2 and Alt #3
BP-5	Temporary Facilities (Pass Through Costs)	Construction Manager	\$ 348,000
02-1	Site Demolition, Earthwork, Utilities & Erosion & Sediment Control	ConStruct Inc.(Already Under Contract)	\$ 596,070
02-2	Sidewalks & Paving	Caliber Concrete	\$ 520,000
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 667,000
04-1	Masonry	Corrado Construction	\$ 1,251,000
05-1	Steel	Central Western Fabricators	\$ 795,500
06-1	General	Garling Construction	\$ 1,197,000
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Company	\$ 568,589
08-1	Aluminum Storefronts, Curtainwalls & Glazing	Forman Ford	\$ 636,900
09-1	Gypsum Wall Assemblies	Hilsabek Schacht, Inc	\$ 1,092,350
09-2	Floor Coverings	Allied Construction Services	\$ 227,500
09-3	Painting	Heartland Finishes	\$ 175,315
14-1	Elevators	Schumacher Elevator	\$ 71,255
21-1	Fire Suppression	Blackhawk Automatic Sprinkler	\$ 106,050
22-1	Plumbing & Mechanical	Tony's Plumbing & Heating, LLC	\$ 1,811,761
26-1	Electrical Communications & Security	DeVries Electric	\$ 1,013,000
		Total	\$ 11,077,290

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

cc: Curt Field, Prochaska & Associates, w/enc.
Ethan Dix, Story Construction, w/enc.

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **CALIBER CONCRETE LLC** FOR THE **MARSHALLTOWN
POLICE AND FIRE HEADQUARTERS: BID PACKAGE 02-2 SIDEWALKS &
PAVING 011200.22** PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING
PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$520,000.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Caliber Concrete LLC 309 Audubon Street P.O. Box 248 Adair, IA 50002	\$520,000.00
TK Concrete, Inc. 1608 Fifield Rd Pella, IA 50219	\$520,500.00
Con-Struct Inc 305 S Dayton Ave Ames, IA 50010	\$524,240.00
All Star Concrete, LLC 1403 SW Ordnance Rd Ankeny, IA 50023	\$575,900.00
Jensen Builders, Ltd 1175 South 32 nd St Fort Dodge, IA 50501	\$604,200.00
OEL Construction Services, Inc. 1306 River Road S Steamboat Rock, IA 50672	\$705,700.00
Absolute Concrete Construction, Inc. 505 1 st Ave., PO Box 148 Slater, IA 50244	\$774,735.00

After consideration of all bids filed, there was determined by the Council that the bid of **Caliber Concrete LLC** 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 [Caliber Concrete LLC](#) and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of [Five Hundred Twenty Thousand And 00/100 \(\\$520,000.00\)](#) 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 [25 day of September, 2017](#), and signed this ____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH **CALIBER CONCRETE LLC** FOR CONSTRUCTION OF THE **MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 02-2 SIDEWALKS & PAVING 011200.22** PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$520,000.00**

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of **Caliber Concrete LLC**, of **Adair, IA 50002**, for construction of the **Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22** Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said **Caliber Concrete LLC** has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of **Caliber Concrete LLC** duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. **BLD17001**, the **Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22** Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this **25 day of September, 2017**, and signed this _____ day of **September, 2017**.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **CALIBER CONCRETE LLC** FOR THE **MARSHALLTOWN
POLICE AND FIRE HEADQUARTERS: BID PACKAGE 03-1 CONCRETE
FOUNDATIONS & FLATWORK 011200.31** PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF
\$667,000.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Caliber Concrete LLC 309 Audubon Street P.O. Box 248 Adair, IA 50002	\$667,000.00
Core Structural Services LLC PO Box 429 Waukee, IA 50263	\$671,900.00
Jensen Builders LTD 1175 South 32 nd Street Fort Dodge, IA 50501	\$847,000

After consideration of all bids filed, there was determined by the Council that the bid of **Caliber Concrete LLC** 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 **Caliber Concrete LLC** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **Six Hundred Sixty-Seven Thousand And 00/100 (\$667,000.00)** 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH **CALIBER CONCRETE LLC** FOR CONSTRUCTION OF THE **MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 03-1 CONCRETE FOUNDATIONS & FLATWORK 011200.31** PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$667,000.00**

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of **Caliber Concrete LLC**, of **Adair, IA 50002**, for construction of the **Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31** Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said **Caliber Concrete LLC** has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of **Caliber Concrete LLC** duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. **BLD17001**, the **Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31** Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this **25 day of September, 2017**, and signed this _____ day of **September, 2017**.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
 CONTRACT TO [CORRADO HOMES LLC DBA CORRADO CONSTRUCTION](#) FOR
 THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE
 04-1 MASONRY 011200.41](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA
 BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$1,251,000.00](#)

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the [Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41](#) Project, Project No. [BLD17001](#), 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Corrado Homes LLC dba Corrado Construction 9007 S. 90th St. Omaha, NE 68127	\$1,251,000.00
Seedorff Masonry, Inc. 408 West Mission St. PO Box 38 Strawberry Point, IA 52076	\$1,287,919.00

After consideration of all bids filed, there was determined by the Council that the bid of [Corrado Homes LLC dba Corrado Construction](#) 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 [Corrado Homes LLC dba Corrado Construction](#) and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of One Million, Two Hundred fifty one thousand ([\\$1,251,000.00](#)) 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [CORRADO HOMES LLC DBA CORRADO CONSTRUCTION](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 04-1 MASONRY 011200.41](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$1,251,000.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Corrado Homes LLC dba Corrado Construction](#), of [Omaha, NE 68127](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Corrado Homes LLC dba Corrado Construction](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Corrado Homes LLC dba Corrado Construction](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **CENTRAL WESTERN FABRICATORS, INC. FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 05-1
STEEL 011200.51** PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING
PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$795,500.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Central Western Fabricators, Inc. 400 W. 2nd Street Atlantic, IA 50022	\$795,500.00
Jensen Builders LTD 1175 South 32 nd Street Fort Dodge, IA 50501	\$912,700.00
Katelman Steel Fabrication, Inc. 2030 2 nd Ave. Council Bluffs, IA 51501	\$928,300.00
Tricon General Construction, Inc. 746 58 th Ave Ct SW Cedar Rapids, IA 52404	\$1,577,000.00

After consideration of all bids filed, there was determined by the Council that the bid of **Central Western Fabricators, Inc.** 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 **Central Western Fabricators, Inc.** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **Seven Hundred Ninety-Five Thousand Five Hundred And 00/100 (\$795,500.00)** 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [CENTRAL WESTERN FABRICATORS, INC.](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 05-1 STEEL 011200.51](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$795,500.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Central Western Fabricators, Inc.](#), of [Atlantic, IA 50022](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Central Western Fabricators, Inc.](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Central Western Fabricators, Inc.](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **GARLING CONSTRUCTION, INC. FOR THE MARSHALLTOWN
POLICE AND FIRE HEADQUARTERS: BID PACKAGE 06-1 GENERAL 011200.61**
PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO.
BLD17001 IN THE AMOUNT OF **\$1,197,000.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208	\$1,197,000.00
R.H. Grabau Construction, Inc. PO Box 99 Boone, IA 50036	\$1,252,542.00
Hay Construction Services, Inc. 16 South 18 th Ave Marshalltown, IA 50158	\$1,334,200.00
Woodruff Construction, LLC 1890 Kountry Lane Fort Dodge, IA 50501	\$1,355,500.00
Tricon General Construction Inc. 746 58 th Ave Ct SW Cedar Rapids, IA 52404	\$1,577,000.00

After consideration of all bids filed, there was determined by the Council that the bid of **Garling Construction, Inc.** 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 **Garling Construction, Inc.** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **One Million, one hundred ninety seven thousand (\$1,197,000.00)** 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 [25 day of September, 2017](#), and signed this ____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [GARLING CONSTRUCTION, INC.](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 06-1 GENERAL 011200.61](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$1,197,000.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Garling Construction, Inc.](#), of [Belle Plaine, IA 52208](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Garling Construction, Inc.](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Garling Construction, Inc.](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **BLACK HAWK ROOF COMPANY INC. FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 07-1
MEMBRANE ROOFING & WALL PANELS 011200.71** PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF
\$568,589.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Black Hawk Roof Company Inc. 619 E. 19th Street Cedar Falls, IA 50613	\$568,589.00
Central States Roofing PO Box 490 Ames, IA 50010	\$744,300.00
For Sure Roofing LLC 5741 NE 22 nd St #300 Des Moines, IA 50313	\$786,660.00
Brockway Mechanical & Roofing Co., Inc. 4301 NE 14 th St Des Moines, IA 50313	\$790,905.00
Service Roofing Company PO Box 88 Waterloo, IA 50704	\$811,205.00
T&K Roofing Company PO Box 279 Ely, IA 52227	\$857,600.00
Cowan Roofing, Inc. 410 Washington St Marshalltown, IA 50158	\$861,600.00

After consideration of all bids filed, there was determined by the Council that the bid of **Black Hawk Roof Company Inc.** 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 [Black Hawk Roof Company Inc.](#) and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of [Five Hundred Sixty-Eight Thousand Five Hundred Eighty-Nine And 00/100 \(\\$568,589.00\)](#) 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 [25 day of September, 2017](#), and signed this ____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [BLACK HAWK ROOF COMPANY INC.](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 07-1 MEMBRANE ROOFING & WALL PANELS 011200.71](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$568,589.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Black Hawk Roof Company Inc.](#), of [Cedar Falls, IA 50613](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Black Hawk Roof Company Inc.](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Black Hawk Roof Company Inc.](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **Cable Glass, LLC dba Forman Ford** FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 08-1
AL STOREFRONTS, CURTAINWALLS & GLAZING 011200.81 PROJECT IN THE
CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. **BLD17001** IN THE
AMOUNT OF **\$636,900.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Cable Glass, LLC dba Forman Ford 4150 C Street SW Cedar Rapids, IA 52406	\$636,900.00
Mid-American Glazing Systems, Inc. 3750 West River Drive Davenport, IA 52802	\$671,500.00
Two Rivers Glass & Door, Inc. 121 South 11 th Street, Suite 200 West Des Moines, IA 50265	\$800,762.00
Clark Glass, Inc. 2000 E Grand Ave Des Moines, IA 50317	\$808,800.00

After consideration of all bids filed, there was determined by the Council that the bid of **Cable Glass, LLC dba Forman Ford** 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 **Cable Glass, LLC dba Forman Ford** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **Six Hundred Thirty-Six Thousand Nine Hundred And 00/100 (\$636,900.00)** 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 [25 day of September, 2017](#), and signed this ____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [CABLE GLASS, LLC DBA FORMAN FORD](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 08-1 AL STOREFRONTS, CURTAINWALLS & GLAZING 011200.81](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$636,900.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Cable Glass, LLC dba Forman Ford](#), of [Cedar Rapids, IA 52406](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Cable Glass, LLC dba Forman Ford](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Cable Glass, LLC dba Forman Ford](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **HILSABECK SCHACHT, INC. FOR THE MARSHALLTOWN
POLICE AND FIRE HEADQUARTERS: BID PACKAGE 09-1 GYPSUM WALL
ASSEMBLIES 011200.91** PROJECT IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$1,092,350.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Hilsabeck Schacht, Inc. 617 S.19th Street West Des Moines, IA 50265	\$1,092,350.00
Heartland Finishes, Inc. 1305 E Broadway Avenue Des Moines, IA 50313	\$1,361,000.00

After consideration of all bids filed, there was determined by the Council that the bid of **Hilsabeck Schacht, Inc.** 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 **Hilsabeck Schacht, Inc.** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **One million ninety two thousand three hundred fifty (\$1,092,350.00)** 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [HILSABECK SCHACHT, INC.](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 09-1 GYPSUM WALL ASSEMBLIES 011200.91](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$1,092,350.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Hilsabeck Schacht, Inc.](#), of [West Des Moines, IA 50265](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Hilsabeck Schacht, Inc.](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Hilsabeck Schacht, Inc.](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **ALLIED CONSTRUCTION SERVICES, INC.** FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 09-2
FLOOR COVERINGS 011200.92 PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$227,500.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Allied Construction Services, Inc. 2122 Fleur Drive P.O. Box 937 Des Moines, IA 50304	\$227,500.00
Poindexter Flooring, Inc. 2913 North Jefferson Way Indianola, IA 50125	\$248,494.00
Commercial Flooring Company 10426 Stonewood Dr Dubuque, IA 52003	\$272,385.00

After consideration of all bids filed, there was determined by the Council that the bid of **Allied Construction Services, Inc.** 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 **Allied Construction Services, Inc.** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **Two Hundred Twenty-Seven Thousand Five Hundred And 00/100 (\$227,500.00)** 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [ALLIED CONSTRUCTION SERVICES, INC.](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 09-2 FLOOR COVERINGS 011200.92](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$227,500.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Allied Construction Services, Inc.](#), of [Des Moines, IA 50304](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Allied Construction Services, Inc.](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Allied Construction Services, Inc.](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO [HEARTLAND FINISHES, INC. FOR THE MARSHALLTOWN
POLICE AND FIRE HEADQUARTERS: BID PACKAGE 09-3 PAINTING 011200.93](#)
PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO.
[BLD17001](#) IN THE AMOUNT OF [\\$175,315.00](#)

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the [Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93](#) Project, Project No. [BLD17001](#), 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Heartland Finishes, Inc. 1305 E. Broadway Avenue Des Moines, IA 50313	\$175,315.00

After consideration of all bids filed, there was determined by the Council that the bid of [Heartland Finishes, Inc.](#) 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 [Heartland Finishes, Inc.](#) and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of [One Hundred Seventy-Five Thousand Three Hundred Fifteen And 00/100 \(\\$175,315.00\)](#) 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [HEARTLAND FINISHES, INC.](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 09-3 PAINTING 011200.93](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$175,315.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Heartland Finishes, Inc.](#), of [Des Moines, IA 50313](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Heartland Finishes, Inc.](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Heartland Finishes, Inc.](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO [SCHUMACHER ELEVATOR COMPANY FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 14-1
ELEVATORS 011200.141](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$ 71,255.00](#)

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the [Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141](#) Project, Project No. [BLD17001](#), 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Schumacher Elevator Company	\$71,255.00
One Schumacher Way	
Denver, IA 50622	

After consideration of all bids filed, there was determined by the Council that the bid of [Schumacher Elevator Company](#) 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 [Schumacher Elevator Company](#) and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of [Seventy-One Thousand Two Hundred Fifty-Five And 00/100 \(\\$ 71,255.00\)](#) 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH [SCHUMACHER ELEVATOR COMPANY](#) FOR CONSTRUCTION OF THE [MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 14-1 ELEVATORS 011200.141](#) PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. [BLD17001](#) IN THE AMOUNT OF [\\$71,255.00](#)

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of [Schumacher Elevator Company](#), of [Denver, IA 50622](#), for construction of the [Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141](#) Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said [Schumacher Elevator Company](#) has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of [Schumacher Elevator Company](#) duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. [BLD17001](#), the [Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141](#) Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this [25 day of September, 2017](#), and signed this _____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **BLACKHAWK AUTOMATIC SPRINKLERS, INC. FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 21-1
FIRE SUPPRESSION 011200.211** PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$106,050.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Blackhawk Automatic Sprinklers, Inc.	\$106,050.00
P.O. Box 998	
Cedar Falls, IA 50613	
Midwest Automatic Fire Sprinkler Company	\$130,070.00
2001 De Wolf Street	
Des Moines, IA 50316	

After consideration of all bids filed, there was determined by the Council that the bid of **Blackhawk Automatic Sprinklers, Inc.** 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 **Blackhawk Automatic Sprinklers, Inc.** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **One Hundred Six Thousand Fifty And 00/100 (\$106,050.00)** 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 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH **BLACKHAWK
AUTOMATIC SPRINKLERS, INC.** FOR CONSTRUCTION OF THE
**MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 21-1
FIRE SUPPRESSION 011200.211** PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA, BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$106,050.00**

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of **Blackhawk Automatic Sprinklers, Inc.**, of **Cedar Falls, IA 50613**, for construction of the **Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211** Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said **Blackhawk Automatic Sprinklers, Inc.** has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of **Blackhawk Automatic Sprinklers, Inc.** duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. **BLD17001**, the **Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211** Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this **25 day of September, 2017**, and signed this ____ day of **September, 2017**.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT TO **TONY'S PLUMBING & HEATING, LLC** FOR THE
MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 22-1
PLUMBING & MECHANICAL 011200.221 PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF
\$1,811,761.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Tony's Plumbing & Heating, LLC 5630 Westminster Drive Cedar Falls, IA 50613	\$1,811,761.00
Cunningham, Inc. 808 S Market Street Oskaloosa, IA 52577	\$1,844,520.00
L.A. Fulton & Sons., Inc. 3401 104 th St Des Moines, IA 50322	\$1,880,600.00
Modern Piping, Inc. 500 Walford Road SW Cedar Rapids, IA 52404	\$2,021,000.00
Young Plumbing & Heating Co. 750 So. Hackett Rd Waterloo, IA 50701	\$2,043,720.00
ACI Mechanical, Inc. 2182 231 st Lane Ames, IA 50014	\$2,082,100.00
Brockway Mechanical & Roofing Co., Inc. 4301 NE 14 th St Des Moines, IA 50313	\$2,285,997.00
Proctor Mechanical Corporation 1100 Hoak Drive West Des Moines, IA 50265	\$2,322,600.00
Excel Mechanical Company, Inc. 5636 NE 17 th St Des Moines, IA 50313	\$2,527,800.00

After consideration of all bids filed, there was determined by the Council that the bid of [Tony's Plumbing & Heating, LLC](#) 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 [Tony's Plumbing & Heating, LLC](#) and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **[One million eight hundred eleven thousand seven hundred sixty one \(\\$1,811,761.00\)](#)** 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 [25 day of September, 2017](#), and signed this ____ day of [September, 2017](#).

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH TONY'S PLUMBING & HEATING, LLC FOR CONSTRUCTION OF THE MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 22-1 PLUMBING & MECHANICAL 011200.221 PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. BLD17001 IN THE AMOUNT OF \$1,811,761.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Tony's Plumbing & Heating, LLC, of Cedar Falls, IA 50613, for construction of the Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221 Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

WHEREAS the said Tony's Plumbing & Heating, LLC has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

Section 1. That the contract of Tony's Plumbing & Heating, LLC duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. BLD17001, the Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221 Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT TO **DEVRIES ELECTRIC, INC.** FOR THE **MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 26-1 ELECTRICAL, COMMUNICATIONS & SECURITY 011200.261** PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. **BLD17001** IN THE AMOUNT OF **\$1,013,000.00**

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the **Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261** Project, Project No. **BLD17001**, 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:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
DeVries Electric, Inc. One Progressive Drive Pella, IA 50219	\$1,013,000.00
DePenning & Associates, Inc PO Box 662 Newton, IA 50208	\$1,077,159.00
Van Maanen Electric, Inc. PO Box 1131 Newton, IA 50208	\$1,088,500.00
Nikkel & Associates, Inc. 728 East Lincoln Way Ames, IA 50010	\$1,275,300.00
Jaspering Electric, Inc. 2716 SE 5 th St Ames, IA 50010	\$1,253,000.00

After consideration of all bids filed, there was determined by the Council that the bid of **DeVries Electric, Inc.** 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 **DeVries Electric, Inc.** and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount of **One million thirteen thousand (\$1,013,000.00)** 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 **25 day of September, 2017**, and signed this ____ day of **September, 2017**.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-

RESOLUTION APPROVING CONTRACT AND BOND WITH DEVRIES ELECTRIC, INC. FOR CONSTRUCTION OF THE MARSHALLTOWN POLICE AND FIRE HEADQUARTERS: BID PACKAGE 26-1 ELECTRICAL, COMMUNICATIONS & SECURITY 011200.261 PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. BLD17001 IN THE AMOUNT OF \$1,013,000.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of DeVries Electric, Inc., of Pella, IA 50219, for construction of the Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261 Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction; and,

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

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

Section 1. That the contract of DeVries Electric, Inc. duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. BLD17001, the Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261 Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

Section 2. The Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 25 day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

Consulting & Professional Fees

AHLERS.COONEY/1	555.50
Bernie.Lowe/1	1.14
Bernie.Lowe.Asc/1	2,982.00
Bolton&Menk.Inc/1	775.00
Calhoun-Burns/1	3,054.99
CGA.Assoc/2	19,175.00
Eide.Bailly.LLP/2	16,500.00
Iowa.One.Call/2	258.90
Sheakley.HR/1	356.57

Contracts

A-1.Pest/2	60.00
AllAmericn.Turf/4	909.71
Aramark.Unfrm/6	105.69
Cargill.Deicing/2	3,456.28
Impact.7G.Inc/1	950.00
Koch.Brthrs/2	199.17
Ledford.Tree/1	225.00
M.C.S.D./2	7,902.26
Marsh.Co.Landfi/1	54.45
MMIT.INC/1	258.94
Mtown.CBD/1	6,000.00
Mtown.CVB/1	76,457.04
Mtwn.Aviation/1	642.00
Premier.Equip/5	87.06
Region.Six/1	2,022.00
Ricken.Tiling/1	6,585.00
Safety-Kleen/2	1,120.09
Schendel.Pest.C/2	83.00
Schumacher.Elev/2	392.47
Stone.Sanit/1	200.00
Xerox.Corp/3	38.90
YMCA.YWCA/1	3,109.20

ElectionExpense

Marshall.Co.Aud/1	11,116.31
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Medical

Bernie.Lowe/1	111.44
McFarland.Cl/3	231.44
Medtrak.Service/4	979.12
Unity.Point.Cli/3	113.00
Wellmark.Inc./1	92,731.67

Payroll.Deductions

American.Educa./1	64.41
AXA/2	450.00
Collection.Svs./6	1,734.58
Colonial.Life/1	397.02
Fidelity.Securi/2	389.45
Fire.Union.Dues/2	1,200.00
I.P.E.R.S./7	69,890.70
I.R.S./6	88,691.48
IA.Treasurer/5	32,889.00
ICMA.457/11	9,622.43
M.F.P.R.S.I./4	120,917.05
Meskwaki Nation/1	322.88
Mtwn.Wtrwrks/1	831.72

Texas.Child.Sup/2	252.57
TotalAdmin.Serv/5	7,775.95
UAW.Local 893/1	148.48
United.Way/4	852.46
Payroll.Net	
Payroll/1	278,728.63
Refund/Reimbursed	
IA.Treasurer/2	2,525.00
Linn.Valley.Apt/2	12,048.52
Service/Repairs	
Aureon.Comm.LLC/33	2,360.11
Bens.Tire/1	45.00
Century.Link/4	987.97
Devig.Srvcs/8	872.50
FEAGAN,C/1	45.00
Fex.Steve.Ltd/20	18,166.82
Gale-Hazen,E/1	15.00
Gale-Hazen,K/1	180.00
Hardin.Co. Recr/1	22.00
Heart.of.Iowa/4	420.18
IA.DNR/1	770.00
Iowa.D.N.R./1	350.00
Kapaun.Brown/1	248.00
Language.Line.S/2	294.45
M.Co.Recorder/9	138.00
Manatt's.Inc/3	1,114,198.92
Marsh.Co.Landfi/1	10.00
Marshall.Co.Tax/12	5,663.00
McAtee.Tire/3	1,138.23
Method.Occup.He/1	1,694.00
Mtwn.Aviation/2	2,154.59
Optimal.Overhd/2	725.00
Partner.Comm/2	1,789.78
Precision.Bldrs/38	24,938.18
Quality.Roofing/11	6,600.00
Racom.Corp/1	93.75
Servicemaster/4	659.63
Verizon.Wireles/4	320.10
VF.Services/14	9,947.00
WICKHAM,M/1	510.00
Supplies/Parts	
Action.Auto/1	55.00
Adamson.Ind.Cor/1	1,376.85
Adland.Engrvg/1	104.65
Advanced.Garage/1	1,300.00
Airgas.U.S.A./1	21.25
Andersen,C/1	600.00
Ann.Alteration/2	184.00
Aramark.Unfrm/1	38.00
Arnold.Motor.Su/3	85.47
Bituminous.Mat/3	1,642.58
Brenntag.Great./2	1,465.60
C.H.McGuiness/2	1,014.46
Carpenter.Unfrm/2	171.91

Cessford.Constr/1	307.40
Chemsearch/1	180.28
City.Laundering/18	895.15
Cntrl.IA.Distr/1	808.10
Cntrl.Office/5	172.45
Concrete/1	146.70
Crescnt.Electrc/3	29.85
Crop.Production/2	2,989.00
Cummins.Cntrl.P/1	348.31
Dave.Wright.Bui/1	237.90
Diamond.Vogel/14	9,115.35
Environ.Hazards/1	94.25
Fastenal.Co/2	78.02
Fogt,J/1	30.59
Galls.LLC/8	453.25
Gillig.LLC/1	561.27
Gillund.Entrps/1	400.00
Hoglund.Bus/1	298.65
HyVee.Accts/3	15.96
IA.Prison.Ind/1	97.00
In.Stitches/1	142.50
Marsh.Co.Engr/22	15,612.94
Marshall.Glass/1	246.63
Mead.OBrien/1	628.37
Mid.IA.Sales/1	91.00
Minuteman/1	19.95
Mtwn.Aviation/1	195.69
Napa.Auto/10	296.50
Nessa.Inc/1	684.70
Oktemberfest/1	30.00
Schumacher.Elev/1	202.70
Sje.Rhombus/1	2,180.75
Traffic.Control/1	588.00
Zimco.Supply/2	1,400.00
Travel/Training	
Lazenby,K/1	92.90
MerlosGarcia,J/1	102.72
Utilities	
Alliant/28	2,953.40
Consumr.Energy/2	450.95
Mtwn.Wtrwrks/4	2,324.33
New.CenturyFS/1	1,914.30
Total/491	2,140,367.45



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
September 25, 2017, 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, Kester, Lamer, Martin, Wirin.

MAYOR, COUNCIL and ADMINISTRATOR COMMENTS:

Service Awards:

20 years: Karen Allen

15 years: Brian Siegert

10 years: Dawn Blahnik, Jennifer Hart, Jenelle Klavenga

5 years: Deb Trickey, Randy Vaughn

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 11, 2017.
2. Approve Bill List in the amount of \$2,140,367.45.
3. Receipt of August 2017, Building Report.
4. Resolution 2017-237 Approving Release and Covenant Not to Sue Agreement with Joni L. Burroughs.
5. Resolution 2017-238 Approving and Adopting the Annual Street Financial Report for the fiscal year ending June 30, 2017.
6. Resolution 2017-240 Authorizing the Marshalltown Parks and Recreation Department to Enter into an Agreement to Rent the Pleasant Hills Pool at 909 S 12th Street for Swimming Lessons throughout the 2018 Calendar Year.
7. Resolution 2017-241 Approving Violence Against Women Act Grant Agreement for Fiscal Year 2017-2018.
8. Liquor License Renewals: Tacos y Mariscos Maravilla, Haleys Deli BBQ and Catering, TC's, Casey's General Store #3228.

(end of consent agenda items)

MOTIONS:

9. Rescind the previous City Council action regarding denial of the Jacob's Petition for Severance.

RESOLUTIONS:

10. Resolution 2017-242 Approving the Application for Severance of Parcel 8318-14-454-005 owned by Gregory and Linda Jacobs.

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MOTIONS:

10. Rescind the previous City Council action regarding denial of the Jacob's Petition for Severance.

RESOLUTIONS:

11. Resolution 2017-242 Approving the Application for Severance of Parcel 8318-14-454-005 owned by Gregory and Linda Jacobs.
12. Resolution 2017-243 Approving Engineering Design Services Contract with HR Green, Inc., for Highway 14 project STR17001, in the amount of \$233,000.
13. Resolution 2017-244 Accepting bid and Awarding Contract to Jasper Construction for the Center Street Bridge over Linn Creek, \$95,625.
14. Resolution 2017-245 Accepting Transportation Alternatives Program (TAP) funding for Iowa River Trail, \$247,500.
15. Resolution 2017-246 Authorizing the Issuance of \$12,720,000 General Obligation Municipal Building Bonds, Series 2017, and Providing for the Levy of Taxes to Pay the same, approving the Continuing Disclosure Certificate and Paying Agent and Registrar and Transfer Agent Agreement.
16. Resolution 2017-247 Authorizing the City Housing and Community Development Department to Submit a Fair Housing Initiative Program Grant to the US Department of Housing & Urban Development.

PUBLIC HEARING – subordination of lien position

17. Resolution 2017-249 Adopting Tentative Resolution Accepting the Subordination Agreement for property interest at 310 Green Mountain Road, Green Mountain, IA, lead abatement project 53514097

ORDINANCES:

18. Ordinance 14969 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by amending Sections in Chapter 28, Waters and Sewer, of the City Code, Division 4, Relating to Nonresidential Pre-treatment Regulations, second reading. Regarding Federal and State wastewater streamlining compliance. There is no public hearing requirement for this ordinance. Consider waiving 3rd reading and adoption of Ordinance.

ORDINANCES and RESOLUTIONS - SALE of PROPERTY:

PUBLIC HEARINGS – vacate alley by ordinance and convey by quit claim deed

19. Ordinance #14968 to Vacate portions of Swayze Street and Union Street east of North 8th Avenue, and to Convey Same to Crystal Distribution Services Inc., 2nd reading. Consider waiving 3rd reading and adoption of Ordinance.
20. Resolution 2017-250 Adopting Tentative Resolution 2017-234 Providing for the Conveyance and Transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to Crystal Distributing, INC, and Authorizing Execution and Delivery of a Quit Claim Deed, Sale price of \$100 plus other good and valuable consideration. Re: portions of Swayze Street and Union Street east of North 8th Avenue.

RESOLUTIONS – Bid Packages for Police and Fire Safety Building

21. Resolution 2017-251 Accepting Bid and Authorizing the Award of Contract to Caliber Concrete LLC for the Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$520,000.00

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22. Resolution 2017-252 Approving Contract and Bond with Caliber Concrete LLC for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 02-2 Sidewalks & Paving 011200.22 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$520,000.00
23. Resolution 2017-253 Accepting Bid and Authorizing the Award of Contract to Caliber Concrete LLC for the Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$667,000.00
24. Resolution 2017-254 Approving Contract and Bond with Caliber Concrete LLC for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 03-1 Concrete Foundations & Flatwork 011200.31 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$667,000.00
25. Resolution 2017-255 Accepting Bid and Authorizing the Award of Contract to Corrado Homes LLC Dba Corrado Construction for the Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,251,000.00
26. Resolution 2017-256 Approving Contract and Bond with Corrado Homes LLC Dba Corrado Construction for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 04-1 Masonry 011200.41 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,251,000.00
27. Resolution 2017-257 Accepting Bid and Authorizing the Award of Contract to Central Western Fabricators, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$795,500.00
28. Resolution 2017-258 Approving Contract and Bond with Central Western Fabricators, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 05-1 Steel 011200.51 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$795,500.00
29. Resolution 2017-259 Accepting Bid and Authorizing the Award of Contract to Garling Construction, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,197,000.00
30. Resolution 2017-260 Approving Contract and Bond with Garling Construction, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 06-1 General 011200.61 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,197,000.00
31. Resolution 2017-261 Accepting Bid and Authorizing the Award of Contract to Black Hawk Roof Company Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$568,589.00

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32. Resolution 2017-262 Approving Contract and Bond with Black Hawk Roof Company Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 07-1 Membrane Roofing & Wall Panels 011200.71 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$568,589.00
33. Resolution 2017-263 Accepting Bid and Authorizing the Award of Contract to Cable Glass, LLC Dba Forman Ford for the Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$636,900.00
34. Resolution 2017-264 Approving Contract and Bond with Cable Glass, LLC Dba Forman Ford for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 08-1 Al Storefronts, Curtainwalls & Glazing 011200.81 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$636,900.00
35. Resolution 2017-265 Accepting Bid and Authorizing the Award of Contract to Hilsabeck Schacht, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,092,350.00
36. Resolution 2017-266 Approving Contract and Bond with Hilsabeck Schacht, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 09-1 Gypsum Wall Assemblies 011200.91 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,092,350.00
37. Resolution 2017-267 Accepting Bid and Authorizing the Award of Contract to Allied Construction Services, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$227,500.00
38. Resolution 2017-268 Approving Contract and Bond with Allied Construction Services, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 09-2 Floor Coverings 011200.92 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$227,500.00
39. Resolution 2017-269 Accepting Bid and Authorizing the Award of Contract to Heartland Finishes, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$175,315.00
40. Resolution 2017-270 Approving Contract and Bond with Heartland Finishes, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 09-3 Painting 011200.93 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$175,315.00
41. Resolution 2017-271 Accepting Bid and Authorizing the Award of Contract to Schumacher Elevator Company for the Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$ 71,255.00

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42. Resolution 2017-272 Approving Contract and Bond with Schumacher Elevator Company for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 14-1 Elevators 011200.141 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$71,255.00
43. Resolution 2017-273 Accepting Bid and Authorizing the Award of Contract to Blackhawk Automatic Sprinklers, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$106,050.00
44. Resolution 2017-274 Approving Contract and Bond with Blackhawk Automatic Sprinklers, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 21-1 Fire Suppression 011200.211 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$106,050.00
45. Resolution 2017-275 Accepting Bid and Authorizing the Award of Contract to Tony's Plumbing & Heating, LLC for the Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,811,761.00
46. Resolution 2017-276 Approving Contract and Bond with Tony's Plumbing & Heating, LLC for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 22-1 Plumbing & Mechanical 011200.221 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,811,761.00
47. Resolution 2017-277 Accepting Bid and Authorizing the Award of Contract to Devries Electric, Inc. for the Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261 Project in the City of Marshalltown, Iowa being Project No. BLD17001 in the amount of \$1,013,000.00
48. Resolution 2017-278 Approving Contract and Bond with Devries Electric, Inc. for Construction of the Marshalltown Police and Fire Headquarters: Bid Package 26-1 Electrical, Communications & Security 011200.261 Project in the City of Marshalltown, Iowa, being Project No. BLD17001 in the amount of \$1,013,000.00

DISCUSSION:

49. Participation in removal of blighted structures.
50. Council manual.

PUBLIC COMMENT:

ADJOURNMENT:

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COUNCIL PROCEEDINGS

September 11, 2017

The Marshalltown City Council met in regular session on September 11, 2017, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Chief Rierson asked for a moment of silence in memory for those who perished on 9/11/00. Present: Gowdy, Greer, Hoop, Kester, Lamer, Martin, Wirin. Greer was present via speakerphone and actively participated. Lamer moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Martin moved to approve the Consent Agenda: Approve Council meeting Minutes of August 28, 2017; Approve Bill List in the amount of \$2,245,884.09; Appoint Kiley Leger to the MCVB Board; Appoint Steve Hay to Fire Code Board of Appeals; Resolution 2017-220 Approving FFY2018 Highway Safety Contract with the Governor's Traffic Safety Bureau, October 1, 2017 – September 30, 2018; Resolution 2017-221 Approving Certificate of Completion and Final Project Costs with Boland Recreation, in the amount of \$37,500, for Construction of the MEGA-10 Park Playground Equipment and Surfacing Project PRK17001; Resolution 2017-222 Accepting Bid and Authorizing the Purchase of One John Deere 1570 Front Mount Mower for use in Parks, Van Wall Equipment, \$18,000; Liquor License Renewals: Casey's General Store #3508; Casey's General Store #1564; Fiddle & Whistle Pub; Ibiza Dance Club; Zamora Fresh Market; Kwik Star #394; Aldi, Inc.; Old Timers Tavern; Dave's; Totem Bowl; East Side Liquor & Grocery; second by Kester. Consent agenda adopted 7-0.

Kester moved to approve a New liquor license, Mahana Ventures, LLC, dba Calvin Rockett, 2013 S Center St, second by Gowdy. Motion carried 7-0.

REPORTS:

Sister Cities – Kristin Alman and two students reported on their interaction with Marshalltown's Sister City, Minami Alps, Japan. Alman requested the city provide funding for this important program.

Housing and Community Development Director Michelle Spohnheimer reviewed the Plan Zoning Commission Report on Self-Supported Municipal Improvement District. The Plan Zoning Commission recommended establishing the Marshalltown Downtown Self-Supported Municipal Improvement District. The Commission found the proposal to establish the SSMID district as described is aligned with the intent of the comprehensive plan and the goals of the City Council and the Plan Zoning Commission, and are consistent with the other strategic plans conducted over the years, include the Comprehensive Plan and the City Center Plan. The commission recognized there are some financial inequities relating to the various rate structures, as well as the inclusion of tax exempt properties in the ownership and valuation calculation.

RESOLUTIONS:

Greer moved to adopt Resolution 2017-223 Setting a time and place for a meeting at which the City Council proposes to hold a hearing and take action on the establishment of the Marshalltown Downtown Self-Supported Municipal Improvement District, 5:30 pm on October 9, 2017, second by Martin. Resolution adopted 6-1, with Lamer dissenting.

Kester moved to adopt Resolution 2017-224 Authorizing a Grant Application to National Endowment for the Arts for a Public Art Master Plan for the Iowa River Trail, second by Wirin. Resolution adopted 4-3, with Hoop, Lamer and Martin dissenting.

Lamer moved to adopt Resolution 2017-225 Approving a Contract for Providing Ambulance Assistance to Unity Point Health – Marshalltown, second by Gowdy. Resolution adopted 7-0.

Kester moved to adopt Resolution 2017-197 Approving a Sole Source Procurement for the Purchase, Installation and Maintenance of Dispatch Equipment, second by Gowdy. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2017-200 Creating a Code Enforcement Inspector position and providing funding for said position in fiscal year 2018, second by Lamer. Resolution adopted 7-0.

Kester moved to adopt Tentative Resolution 2017-226 Accepting Subordination Agreement for property interest at 310 Green Mountain Road, Green Mountain, IA, lead abatement project 53514097, Set public hearing for 9/25, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2017-227 Approving One-time Funding for the early hire of a Police Officer Position in Fiscal Year 2018, second by Kester. Resolution adopted 7-0.

COUNCIL PROCEEDINGS

September 11, 2017

Wirin moved to adopt Resolution 2017-228 Approving a Professional Services Agreement with Bolton & Menk to Update a 2010 Railroad Crossing Safety Improvement Study, second by Martin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2017-229 Approving a Contribution to Marshall Economic Development to Support the Update of the Community Housing Study, \$2,500, from the current year allocation of Council-designated local option sales tax, second by Kester. Resolution adopted 7-0.

Kester moved to adopt Resolution 2017-230 Authorizing Acceptance of a State Recreation Trail Grant in the amount of \$650,000 from the Iowa Department of Transportation for Iowa River Trail Construction, second by Wirin. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2017-231 Approving Contract Change Order #1 for the 2017 Full Depth Street Repair Project STR17004, an increase of \$760,466.33, second by Martin. Resolution adopted 7-0.

PUBLIC HEARING – sale of bonds

Mayor Lowrance declared the public hearing open regarding the sale and award of bonds. Three bids were received. Maggie Burger, representing Speer Financial, recommended the council accept the favorable bid of \$12,810,099.65 from Robert W Baird & Co., Inc., with a true interest rate bid of 2.9319% for \$12,720,000 non-bank qualified bonds. The bonds are callable on June 1, 2025, and include a \$90,099 premium. The City maintains the Aa2 Moody's bond rating. There were no public or written comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2017-232 Awarding Sale of General Obligation Municipal Building Bonds, Series 2017, second by Gowdy. Resolution adopted 6-1, Kester dissenting.

PUBLIC HEARING – notice of federal funds grant

Mayor Lowrance declared the public hearing open regarding receipt and expenditure of federal funds for law enforcement programming or equipment purchases. There were no public or written comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Kester moved to adopt Resolution 2017-233 Approving Interlocal Grant Agreement for the Iowa/Byrne Justice Assistance grant Program (JAG) \$21,822.00 Split 50% with Marshall County, to assist with Law Enforcement Programming or Equipment Purchases, and Approval of Memorandum of Understanding to Share Grant Funds with Marshall County, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Gowdy moved to adopt the first reading of Ordinance 14969 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by amending Sections in Chapter 28, Waters and Sewer, of the City Code, Division 4, Relating to Nonresidential Pre-treatment Regulations, first reading. Regarding Federal and State wastewater streamlining compliance, second by Kester. First Reading adopted 7-0.

ORDINANCES AND RESOLUTIONS - SALE OF PROPERTY:

Kester moved to adopt the first reading of Ordinance #14968 to Vacate portions of Swayze Street and Union Street east of North 8th Avenue, and to Convey Same to Crystal Distribution Services Inc., setting Public Hearing September 25th, second by Wirin. First Reading adopted 7-0.

Lamer moved to adopt Tentative Resolution 2017-234 Providing for the Conveyance and Transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to Crystal Distributing, INC, setting public hearing for September 25, sale price of \$100.00 plus other good and valuable consideration. Re: portions of Swayze Street and Union Street east of North 8th Avenue, second by Kester. Resolution adopted 7-0.

Kester moved to adopt the first reading of Ordinance #14968 to Vacate portions of Swayze Street and Union Street east of North 8th Avenue, and to Convey Same to Crystal Distribution Services Inc., setting Public Hearing September 25th, second by Wirin. First Reading adopted 7-0.

COUNCIL PROCEEDINGS

September 11, 2017

PUBLIC HEARING – vacate alley by ordinance and convey by quit claim deed

Mayor Lowrance declared the public hearing open regarding vacating a north south alley adjacent to 206 and 212 E State Street, and to convey same to Avita Properties LLC. There were no public or written comments either for or against the proposal. Mayor Lowrance declared the public hearing closed.

Martin moved to adopt the second reading of Ordinance #14966 to Vacate a north south alley adjacent to 206 and 212 E State Street, and to Convey Same to Avita Properties LLC, second by Kester. Second reading adopted 7-0.

Kester moved to waive the third reading and adopt Ordinance #14966 to Vacate a north south alley adjacent to 206 and 212 E State Street and to Convey Same to Avita Properties LLC, second by Martin. Third reading waived and Ordinance adopted, upon a 7-0 vote.

Lamer moved to adopt Resolution 2017-235 Providing for the Conveyance and Transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to Avita Properties, LLC, sale price of \$1,000.00 plus other good and valuable consideration. Re: Alley between 206 and 212 E State Street, second by Kester. Resolution adopted 7-0.

Kester moved to adopt the second reading, waive the third and adopt Ordinance #14967 to Vacate Parcel “A” located in Paglia’s Second Addition, and Parcel “B” located in Paglia’s Addition and Paglia’s 2nd Addition, as described in Plat of Survey Filed April 24, 2017, at File 2017-00002028 in the office of the Recorder of Marshall County, Iowa, and Convey Same to Marshalltown Church of Christ, and adopt Resolution 2017-236 Providing the Conveyance and Transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to Marshalltown Church of Christ, sale price of \$50 plus other good and valuable consideration, second by Wirin. The public hearing on the vacation of public property and conveyance was held during the August 28, 2017, council meeting. Motion carried 7-0.

DISCUSSION:

Staff recommended City Code of Ordinances be amended to remove imprisonment / jail time from penalty sections and make penalties for violations consistent with penalties in Chapter 1, Section 10. Cities have until January 1, 2018, to remove imprisonment penalties to avoid indigent defense expense.

PUBLIC COMMENT:

Members of the public asked questions regarding the SSMID and presented information for the council.

ADJOURNMENT

The meeting adjourned at 7:13.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - Aug. 2017

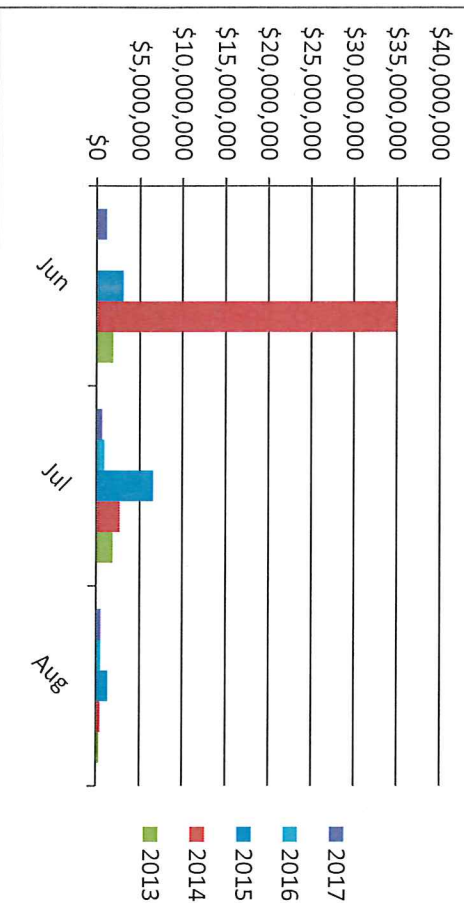
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000					\$19,844,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000	\$945,000	\$555,000					\$10,059,000
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

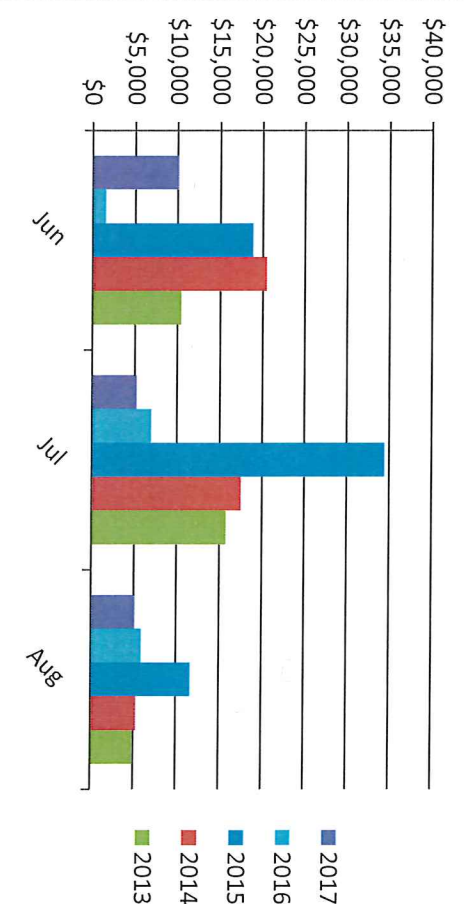
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075					\$110,554
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912					\$72,504
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

Total Improvement Value Comparison



Total Fees Received Comparison



2017-

RESOLUTION APPROVING RELEASE AND COVENANT NOT TO SUE
AGREEMENT WITH JONI L. BURROUGHS

WHEREAS the City of Marshalltown has received a release and covenant not to sue agreement with Joni L. Burroughs;

WHEREAS it is in the best interest of the City to accept such agreement.

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

Section 1. The City of Marshalltown approves the agreement with Joni L. Burroughs

Section 2. The Mayor is authorized and directed to execute the agreement.

Section 3. This Resolution shall be in full force and effect from after the passage as provided by law.

Passed this 25th day of September, 2017, and signed this ___ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RELEASE
&
COVENANT NOT TO SUE AGREEMENT**

Between

Joni Burroughs
and

THE CITY OF MARSHALLTOWN, IOWA

This Release and Covenant Not to Sue Agreement (hereinafter the "Agreement") is entered into by and between the City of Marshalltown, Iowa (hereinafter the "City") and Joni Burroughs (hereinafter "Burroughs"). The parties agree as follow:

1. On July 1, 2010, Burroughs, was hired as a part-time Lab Tech I, in the Waste Pollution Control Plant.
2. Since Burroughs's date of hire, she has been paid at pay grade 12 for the position.
3. The established City pay schedule allows for a Lab Tech I to be paid at pay grade 14.
4. Although part-time employees are not always placed at the same pay grade as full-time employees, in recognition for Burroughs's work, the City agrees to promote Burroughs to pay grade 14 effective September 3, 2017.
5. In return for agreeing to the following release, the City agrees as follows:
 - (a) Burroughs shall continue to work part-time in the position of Lab Tech I and from the date this agreement is approved by City Council, Burroughs shall be paid at pay grade 14.
 - (b) The City agrees to pay Burroughs \$9,840.37, less applicable taxes and standard deductions. This amount reflects the pay difference between pay grade 12 and pay grade 14 for the hours Burroughs has worked from January 26, 2014 to September 2, 2017.
6. It is understood and agreed that Burroughs is not entitled to receive any compensation from the City other than as set forth in Paragraph 5 of this Agreement.
7. Based upon this Agreement, Burroughs fully and forever releases and discharges the City and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether

now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Burroughs's recruitment, hiring, or employ with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted.

8. Burroughs further agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the City, or the individuals referenced in paragraph 7, arising out of or attributable to Burroughs' employment, or separation from employment with the City, or any other action or cause of action released above.
9. Burroughs warrants and represents that she has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the above release or covenant not to sue and that Burroughs is the sole and absolute owner of all thereof and that Burroughs has not filed nor suffered to be filed on her behalf any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement.
10. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa.
11. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.
12. The Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties to it, their heirs, executors, administrators, successors, and assigns.
13. Burroughs further acknowledges that she has been advised of her right to consult an attorney prior to signing this Agreement. Burroughs signs this agreement **knowingly and voluntarily** and solely in reliance upon her own knowledge,

belief and judgment and not upon representations made by the City or others on its behalf.

14. Burroughs acknowledges that she received a copy of this Agreement on September 14, 2017, and that she was given up to twenty-one (21) days to consider this Agreement.
15. Following the date of her signing of this Agreement, Burroughs shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired. If Burroughs chooses to revoke this Agreement, she shall serve notice of such in writing to Jill Petermeier.
16. This agreement is subject to City Council approval and will not be effective unless and until it is approved by the City Council.

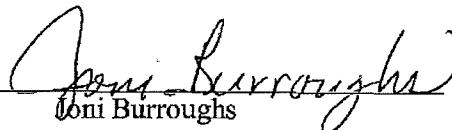
CAUTION: READ CAREFULLY!
THIS RELEASE AGREEMENT AND COVENANT NOT TO SUE,
INCLUDES A RELEASE OF ALL CLAIMS!

FOR THE CITY:

By: _____
James Lowrance
Mayor

Date: _____

FOR THE EMPLOYEE:

By: 
Toni Burroughs

Date: September 21, 2017



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

FINANCE DEPARTMENT

September 20, 2017

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

From: Finance Department 

Re: City Street Financial Report (SFR)

Policy Issue: Iowa Code section 312.14 requires all cities to submit the SFR to the Iowa DOT by September 30th of each year.

Recommendation: .The SFR annual report has been prepared by the Finance staff and City Council approval is required. The report is filed electronically.

Background: This report outlines all activity as reported in the Road Use Tax (RUT) fund 110 and also shows other activities associated with streets, including debt payments, capital projects and street-related equipment purchases. On page 2 of this report, it shows the City received \$3,420,432 for RUT in FY2017 (\$3,350,000 was budgeted). Expenses from RUT were \$1,955,295. Since there was a beginning balance of \$3,347,231, this leaves an ending balance of \$4,812,368. Other funding sources for streets is also shown on the report, which includes property tax, special assessments, bond proceeds, and miscellaneous revenues. The detail for the miscellaneous revenue is on page 3. Page 4 reflects the principal and interest payments on bonds related to street improvements. Pages 5-6 indicate the projects completed during the fiscal year with costs greater than \$42,300. On this page, it shows the original estimate, the contract price and the change orders by project. On page 11, the last 4 pieces of equipment listed were purchased with RUT during FY17.

Budget Impact: If the report is not submitted by the due date, the State can withhold RUT payments to the City.

Attachment: Resolution and Street Financial Report

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin



2017-____

**RESOLUTION APPROVING AND ADOPTING THE ANNUAL CITY STREET
FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

WHEREAS Iowa Code Section 312.14 requires all cities to submit the FR to the Iowa Department of Transportation by September 30 of each year; and

WHEREAS the City Street Financial Report has been prepared by the Finance Staff and City Council is required; and

WHEREAS the Council has determined that approving and adopting the Annual City Street Financial Report is in the best interest of the City of Marshalltown.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa:

Section 1. That the Annual City Street Financial Report for fiscal year ending June 30, 2017, be approved.

Section 2. The City Finance Director is directed to certify and file the Annual City Street Financial Report as required by law.

PASSED this 25th day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Form 517007 {5-2017}
Office of Local Systems
Ames, IA 50010

City Name
MARSHALLTOWN
City Number
4797

City Street Financial Report

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Cover Sheet

Now therefore let it be resolved that the city council MARSHALLTOWN, Iowa
(City Name)

On 09/25/2017 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2016 to June 30, 2017
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Diana Steiner	dsteiner@ci.marshalltown.ia.us	24 N Center St	Marshalltown	50158-4911
Hours	Phone	Extension	Phone(Altenative)	
8:30 am - 5 pm	641-754-5760		641-754-5702	

Preparer Information

Name	E-mail Address	Phone	Extension
Diana Steiner	dsteiner@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 _____

James L. Lowrance

Signature Mayor

Shari Coughenour

Signature City Clerk



Form 517007 {5-2017}
Office of Local Systems
Ames, IA 50010

City Name
MARSHALLTOWN
City Number
4797

City Street Financial Report

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Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road use Other Steet Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$3,347,231	\$2,732,265	\$0	\$6,079,496
2. Adjustments (Note on Explanation Sheet)	\$0	-\$1,061,896	\$0	-\$1,061,896
3. Adjusted Balance	\$3,347,231	\$1,670,369	\$0	\$5,017,600
B. REVENUES				
1. Road Use Tax	\$3,420,432			\$3,420,432
2. Property Taxes		\$446,417	\$1,657,790	\$2,104,207
3. Special Assessments		\$10,406	\$0	\$10,406
4. Miscellaneous		\$2,645,130	\$252,461	\$2,897,591
5. Proceeds from Bonds, Notes, and Loans		\$2,035,000	\$0	\$2,035,000
6. Interest Earned		\$19,950	\$0	\$19,950
7. Total Revenues (Lines B1 thru B6)	\$3,420,432	\$5,156,903	\$1,910,251	\$10,487,586
C. Total Funds Available (Line A3 + Line B7)				
	\$6,767,663	\$6,827,272	\$1,910,251	\$15,505,186

Column 1 Column 2 Column 3 Column 4
Road use Other Steet Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$827,780	\$4,615,198	\$0	\$5,442,978
2. Snow and Ice Removal	\$141,347	\$7,382	\$0	\$148,729
E. Construction, Reconstruction and Improvements				
1. Engineering	\$225,424	\$411,228	\$0	\$636,652
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$13,384	\$869,226	\$0	\$882,610
4. Traffic Services	\$388,999	\$54,991	\$0	\$443,990
F. Administration	\$156,542	\$14,759	\$0	\$171,301
G. Equipment	\$201,819	\$0	\$0	\$201,819
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$1,579,043	\$1,579,043
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$331,208	\$331,208
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,955,295	\$5,972,784	\$1,910,251	\$9,838,330
L. Ending Balance (Line C-K)	\$4,812,368	\$854,488	\$0	\$5,666,856
M. Total Funds Accounted For (K + L = C)	\$6,767,663	\$6,827,272	\$1,910,251	\$15,505,186



Form 517007 {5-2017}
Office of Local Systems
Ames, IA 50010

City Name
MARSHALLTOWN
City Number
4797

City Street Financial Report

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
140---Federal Government (misc.)	\$989,082.00	\$0.00
190---Other Miscellaneous	\$60,448.00	\$0.00
120---State Government (misc.)	\$406,393.00	\$0.00
174---Sales Tax / Local Option	\$789,675.00	\$0.00
170---Reimbursements (misc.)	\$399,061.00	\$0.00
193---Fines & Fees	\$471.00	\$0.00
195---Tax Increment Financing (TIF)	\$0.00	\$252,461.00
Line B4 Totals	\$2,645,130.00	\$252,461.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 {5-2017}
Office of Local Systems
Ames, IA 50010

City Name
MARSHALLTOWN
City Number
4797

City Street Financial Report

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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Street Improvements	101	05/28/2009	\$2,881,550	100	2018	\$535,144	\$288,155	\$15,478	\$288,155	\$15,478	\$246,989
☐	General Obligation	Street Improvements	103	04/01/2008	\$4,135,400	100	2017	\$506,000	\$506,000	\$17,710	\$506,000	\$17,710	\$0
☐	General Obligation	Street Improvements	106	10/26/2011	\$2,380,000	100	2027	\$1,830,000	\$145,000	\$39,917	\$145,000	\$39,917	\$1,685,000
☐	General Obligation	Street Improvements	107	04/12/2012	\$5,000,000	100	2027	\$4,475,000	\$350,000	\$81,937	\$350,000	\$81,937	\$4,125,000
☐	General Obligation	Street Improvements	108	03/12/2013	\$5,000,000	100	2022	\$4,765,000	\$200,000	\$75,225	\$200,000	\$75,225	\$4,565,000
☐	General Obligation	Street Improvements	109	12/30/2014	\$2,000,000	100	2023	\$1,519,101	\$89,888	\$33,438	\$89,888	\$33,438	\$1,429,213
☐	General Obligation	Street Improvements	110	11/24/2015	\$1,500,000	100	2024	\$1,500,000	\$0	\$34,491	\$0	\$34,491	\$1,500,000
☒	General Obligation	Street Improvements	111	08/09/2016	\$2,035,000	100	2025	\$2,035,000	\$0	\$33,012	\$0	\$33,012	\$2,035,000
New Bond Totals					\$2,035,000	\$2,035,000	Totals	\$17,165,245	\$1,579,043	\$331,208	\$1,579,043	\$331,208	\$15,586,202



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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#) ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
66013008	\$668,175	RDWY	Yes	SE South Street Extension
76015005	\$323,968	SURF	Yes	2015 Oil Mix Streets Overlay
76015008	\$570,680	SURF	Yes	East Main Street Mill and Overlay
76015009	\$821,600	RDWY	Yes	18th Avenue
76015010	\$540,219	SURF	Yes	Iowa Avenue
76016004	\$980,526	SURF	Yes	2016 Mill & Overlay Projects
76016005	\$317,607	RDWY	Yes	Craig Circle Rebuild
76016006	\$268,460	SURF	Yes	PCC Patch Repair
76016007	\$208,230	SURF	Yes	2016 Asphalt Crack Seal Projects
76016008	\$202,400	SURF	Yes	PCC Crack & Joint Seal
76016013	\$215,536	RDWY	Yes	Ingledue Street and Pine Street repair

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
66013008	Construct Inc.	\$662,067	\$16,569	\$0	\$0	\$0	\$0	\$678,636
76015005	OMG Midwest	\$425,460	\$32,468	\$16,341	\$0	\$0	\$0	\$474,269
76015008	Manatt's Inc.	\$530,265	\$12,248	\$10,222	\$0	\$0	\$0	\$552,735
76015009	Midwest Contractors Inc.	\$751,898	\$48,175	\$14,800	\$0	\$0	\$0	\$814,873
76015010	OMG Midwest	\$421,764	\$9,258	\$12,281	\$0	\$0	\$0	\$443,303
76016004	OMG Midwest	\$675,457	\$153,334	\$5,073	\$0	\$0	\$0	\$833,864



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Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
76016005	Construct Inc.	\$286,762	-\$1,753	\$15,856	\$0	\$0	\$0	\$300,865
76016006	Denco	\$209,168	\$15,579	\$16,430	\$0	\$0	\$0	\$241,177
76016007	Denco	\$234,695	\$11,974	\$2,705	\$0	\$0	\$0	\$249,374
76016008	Brycon LLC	\$133,200	\$17,306	\$2,762	\$0	\$0	\$0	\$153,268
76016013	Construct Inc.	\$208,163	\$22,238	\$442	\$0	\$0	\$0	\$230,843



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6991	2015	Tiger Bengal Extendable Boom Mower - Side Mount	\$28,500	\$0		\$0		No	NOCH
6997	2016	International 7300 SFA4X2 Dump Truck	\$129,866	\$0		\$0		No	NOCH
7008	2015	Street Sweeper	\$160,720	\$0		\$0		No	NOCH
7009	2015	Case End Loader Model 721F	\$164,426	\$0		\$0		No	NOCH
7010	2016	International 7400 Dump Truck with Plow Attachments	\$132,166	\$0		\$0		No	NOCH
5260	1986	Wisconsin Tagalong Trailer	\$14,923	\$0		\$0		No	NOCH
5204	1987	Dresser 515B Endloader	\$81,133	\$0		\$0		No	NOCH
5126	1995	Chevy S-10 Pickup #53627	\$11,092	\$0		\$0		No	NOCH
6212	1987	Chev Basket Truck #110497	\$69,842	\$0		\$0		No	NOCH
4991	2011	O'Halloran Dump truck & plow #33339	\$30,646	\$0		\$0		No	NOCH
4989	1994	Gaillion Motor Grader #200888	\$94,975	\$0		\$0		No	NOCH
4988	1991	Ford 3/4 Ton 4x4 Pickup #B00649	\$13,743	\$0		\$0		No	NOCH
4510	1997	Chev Truck w/Plow #106206	\$62,285	\$0		\$0		No	NOCH
4489	1998	Road LaserPaint Line Striper BA207	\$35,660	\$0		\$0		No	NOCH
4358	1984	Ford 2 1/2 Ton Dump Truck #07011	\$7,000	\$0		\$0		No	NOCH
3234	1998	Chev Truck w/Plow #109893	\$92,586	\$0		\$0		No	NOCH
4235	1999	Chev Dump Truck #100422	\$75,959	\$0		\$0		No	NOCH
3889	1990	Compost Read Screen All (Sifter) #1134	\$49,000	\$0		\$0		No	NOCH
3360	1999	Chev Dump Truck #105864	\$73,008	\$0		\$0		No	SOLD



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
3770	1999	Chev Dump Truck #105957	\$75,213	\$0		\$0		No	NOCH
6666	1990	JF Disc Mower #1902	\$5,600	\$0		\$0		No	NOCH
3351	2004	NewHolland Skid loader/trencher	\$45,980	\$0		\$0		No	NOCH
2774	2000	Chev 1 Ton Pickup #452706	\$29,566	\$0		\$0		No	NOCH
3345	1990	CAT 9386 Wheel Endloader #05926	\$120,160	\$0		\$0		No	NOCH
3344	2000	Chev 4x4 Pickup #179194	\$20,630	\$0		\$0		No	NOCH
3334	2000	Chevy 1/2 Ton Pickup #07041	\$16,194	\$0		\$0		No	NOCH
5430	2000	Chev Dump Truck #525874	\$73,177	\$0		\$0		No	NOCH
3324	1999	Ford 1 Ton F350 Truck #63282	\$18,941	\$0		\$0		No	NOCH
3319	2001	Johnston Street Sweeper #172051	\$110,969	\$0		\$0		No	NOCH
3316	2002	Chev Dump Truck #500826	\$77,608	\$0		\$0		No	NOCH
3305	2002	Chev Dump Truck #501009	\$77,608	\$0		\$0		No	NOCH
3298	2003	Chev 1/2 Ton Pickup #287190	\$19,835	\$0		\$0		No	NOCH
3278	2003	International Dump Truck #069944	\$71,823	\$0		\$0		No	NOCH
3277	1994	Ford LTA 9000 Heavy Truck #37705	\$15,000	\$0		\$0		No	NOCH
3274	2007	Dura Patcher #14108	\$54,500	\$0		\$0		No	NOCH
3267	2008	Medium duty truck & snow equip MDL L7500	\$80,664	\$0		\$0		No	NOCH
3259	2008	Kubota Utility Tractor #52600	\$24,950	\$0		\$0		No	NOCH
3257	2008	GPS System Trimble R8 (design survey equip)	\$24,878	\$0		\$0		No	NOCH
3253	2010	DuraPatch 6000 gallon oil tank	\$47,585	\$0		\$0		No	NOCH



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1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6225	2012	Falcon 4 ton hot patcher	\$34,622	\$0		\$0		No	NOCH
6255	2011	Elgin Pelican Sweeper	\$163,594	\$0		\$0		No	NOCH
6264	2011	Snogo MP-3D snow blower	\$139,938	\$0		\$0		No	NOCH
6265	2013	International 7300 SFA 4x2 dump truck	\$114,616	\$0		\$0		No	NOCH
6256	2012	Ford Expedition 4 x 4	\$32,316	\$0		\$0		No	NOCH
6263	2000	Chevy dump truck & snow equip #25692	\$73,177	\$0		\$0		No	NOCH
6417	2000	Ford F450 Aerial Ladder truck (utility)	\$43,335	\$0		\$0		No	NOCH
6419	2006	Fork lift (street)	\$15,600	\$0		\$0		No	NOCH
6421	2012	JD Excavator-Model 200CLC s/nFF200CX507 (Street)	\$99,500	\$0		\$0		No	NOCH
6422	2012	Eager Beaver Lowboy Trailer sn/ 112SLZ433 (street)	\$41,500	\$0		\$0		No	NOCH
6423	2013	Xerox Printer X7545 XKP545157 (street)	\$10,812	\$0		\$0		No	NOCH
6424	2012	Contex scanner and color printer (Engineering)	\$16,354	\$0		\$0		No	NOCH
6515	2012	Concrete Breaker (Engineering)	\$7,531	\$0		\$0		No	NOCH
6514	2012	Garden Tractor (Street)	\$12,000	\$0		\$0		No	NOCH
6509	2014	Intl 7300 4x2 Dump Truck (Street)	\$129,071	\$0		\$0		No	NOCH
6508	2014	Ford Explorer 4x4 (Engineering)	\$21,771	\$0		\$0		No	NOCH
6614	1111	Hydraulic breaker (Sewer)	\$7,890	\$0		\$0		No	NOCH
6724	2015	Ford F250 SD (Sewer)	\$6,894	\$0		\$0		No	NOCH
6757	2014	Landpride RC 5020 Mower (Sewer/Dike)	\$6,889	\$0		\$0		No	NOCH
6941	2014	Bobcat Toolcat	\$30,998	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6949	2015	Speed Trailer	\$16,864	\$0		\$0		No	NOCH
6889	2010	Vactor 2100 plus (storm sewer portion)	\$123,006	\$0		\$0		No	NOCH
6894	2011	Ford 3/4 ton pickup #15049	\$21,635	\$0		\$0		No	NOCH
6904	2009	Int'l Dump Truck & Snow Plow	\$100,912	\$0		\$0		No	NOCH
6888	1990	Used Scissor Lift (Utility)	\$9,750	\$0		\$0		No	NOCH
6897	1990	MOHAWK LIFT	\$9,950	\$0		\$0		No	NOCH
6833	1999	Hyster Forklift #1587W	\$16,000	\$0		\$0		No	NOCH
6858	2006	Chevy Colorado #9404 (Utility)	\$13,819	\$0		\$0		No	NOCH
6859	2005	Graco Line Lazer & Driver #BA2768	\$9,397	\$0		\$0		No	NOCH
6856	2005	Crafc0 125 Super Shot - crack sealer #418327	\$20,900	\$0		\$0		No	NOCH
6854	2005	Woods 15' Batwing Mower #1011192	\$11,825	\$0		\$0		No	NOCH
6853	2005	Land Pride 37 Series Disc Mower #441337	\$5,372	\$0		\$0		No	NOCH
6482	2005	Dump Truck & Snow Plow #306718	\$79,683	\$0		\$0		No	NOCH
5422	2005	Johnston Str Sweeper #172002	\$115,929	\$0		\$0		No	NOCH
5430	1989	ford C8000 cab & Chassisw/Pitman Polecat (Utility)	\$19,299	\$0		\$0		No	NOCH
6804	2005	Ford Ranger XLT (Utility)	\$14,870	\$0		\$0		No	NOCH
6812	2005	John Deere Front End Loader #595830	\$94,120	\$0		\$0		No	NOCH
6802	2005	Intrnl Dump Truck #151371	\$72,259	\$0		\$0		No	NOCH
6803	2004	GMC Dump Truck w/ snow plow #520664	\$72,414	\$0		\$0		No	NOCH
6816	2004	Chev Silverado-white w/ snow plow #363651	\$23,622	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
6684	1977	Koering Bantam #206705	\$80,000	\$0		\$0		No	NOCH
6554	1982	Seaman Pulverisor #1088004	\$66,969	\$0		\$0		No	NOCH
6551	1977	Gallion Steel Roller #812162	\$18,000	\$0		\$0		No	NOCH
6549	1973	Catepillar Motor Grader #89J2186	\$15,000	\$0		\$0		No	NOCH
6544	1969	IHC Crawler Tractor #26263	\$18,000	\$0		\$0		No	NOCH
6195	1985	Case Tractor #11490096	\$10,657	\$0		\$0		No	NOCH
5952	1111	IHC End Loader #32286	\$59,000	\$0		\$0		No	NOCH
5951	1988	Turner 48" Flail Mower #22308	\$21,900	\$0		\$0		No	NOCH
5776	1989	Leeboy Ashalt Paver #L1000 T-959	\$34,052	\$0		\$0		No	NOCH
5777	1111	6 Tailgate Spreaders/Vibrators	\$12,078	\$0		\$0		No	NOCH
5746	1111	Humpback Trailer Pump #13955	\$7,884	\$0		\$0		No	NOCH
5728	1995	Trailer Mounted Hot Box	\$14,875	\$0		\$0		No	NOCH
5429	2000	Chev Dump Truck w/ snow equip #25692	\$73,177	\$0		\$0		No	NOCH
5412	1959	Load King Trailer #8154	\$20,000	\$0		\$0		No	NOCH
5410	1986	Chev Dump Truck #100222	\$20,720	\$0		\$0		No	NOCH
7036	2017	Ram 2500 Truck	\$29,390	\$0		\$0		No	NEW
7039	2015	Used John Deer Gator	\$6,889	\$0		\$0		No	NEW
7040	2018	International Dump Truck for Street Dept.	\$136,150	\$0		\$0		No	NEW
7037	2017	Ram 2500 Truck	\$29,390	\$0		\$0		No	NEW



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Explanation Sheet

Comments

Section A. Beginning Balance Column 2 Other Street Monies Adjustments:

The Storm Sewer Water Utility is established as its own enterprise fund, so it should no longer be accounted for on this report.



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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$256,415.20
August	\$376,792.69
September	\$355,323.69
October	\$273,903.45
November	\$307,364.90
December	\$254,764.58
January	\$307,457.20
February	\$321,652.98
March	\$271,547.18
April	\$192,988.07
May	\$216,655.39
June	\$285,566.45
Totals	\$3,420,431.78



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

CITY CLERK'S OFFICE

September 19, 2017

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

From: Anne Selness
Parks and Recreation Director

Re: Use of Pleasant Hills indoor pool for swimming lessons

Policy Issue: For Council approval.

Recommendation: Staff recommends approval of the pool user agreement with AEA 6 Foundation for use of their indoor swimming pool at 909 South 12th Street, Marshalltown for the 2018 calendar year.

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

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

Attachment: Yes

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Dan Kester, Bethany Wirin



**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN PARKS & RECREATION
DEPARTMENT TO ENTER INTO AN AGREEMENT TO RENT THE PLEASANT HILLS
POOL AT 909 SOUTH 12TH STREET FOR SWIMMING LESSONS THROUGHOUT
THE 2018 CALENDAR YEAR**

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

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

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

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

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

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

Section 1. This Council hereby authorizes City staff to enter into an agreement to rent the Pleasant Hills swimming pool for the calendar year 2018 to provide expanded Red Cross swimming lesson opportunities.

Passed this 25th day of September, 2017 and signed this day of September 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Dan Kester, Bethany Wirin



AEA 6 FOUNDATION

POOL USER AGREEMENT

THIS AGREEMENT made and entered into this 25th day of Sept, 2017, by and between AEA 6 Foundation (the "Foundation") and the City of Marshalltown ("The User").

Jan. - Dec 2018
Date or Dates of Use

Anne Selness
Individual in Charge of User

Not to exceed 15 hrs/week.
Hours of Use

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

10 West State Street, Marshalltown, IA 50158
Address of User

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

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

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

USER ORGANIZATION

By _____

AEA 6 FOUNDATION

By Allen Fagerlund



POLICE DEPARTMENT

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

TO: Mayor James L. Lowrance
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: September 20, 2017

RE: Federal Violence Against Women Act Contract
FY 17-18

Policy Issue: City policy requires governing body approval of agreements and state or federal grant awards.

Recommendation: Staff recommends Council accept the Federal Violence Against Women Act Contract award and authorize the Chief of Police to sign and submit all necessary application documents to secure this federal funding.

Background: On September 8, 2017, the police department received email notification that the State of Iowa Crime Victim Assistance Division, and the Office of the Iowa Attorney General, was awarding the police department grant funds to support the department's efforts to combat domestic violence. This grant helps fund a criminal investigator who is dedicated to domestic violence crimes. The grant award is for \$41,674.00 with a \$13,892.00 match requirement. The match requirement is satisfied through the payment of salary and benefits for the designated detective position.

I have met with members of the department leadership team. Staff recommends that council accept this grant award and authorize the police chief to execute the contract.

Budget Impact: \$13,892.00 match requirement.

Attachment: Federal Violence Against Women Act Contract

Marshalltown



CITY COUNCIL

Mike Gowdy, Joel Greer, Al Hoop, Dan Kester,
Leon Lamer, Bill Martin, Bethany Wirin

#2017-

RESOLUTION APPROVING VIOLENCE AGAINST WOMEN ACT GRANT
AGREEMENT FOR FISCAL YEAR 2017-2018

WHEREAS the City of Marshalltown, Iowa has an Agreement with the IOWA ATTORNEY GENERAL CRIME VICTIM ASSISTANCE DIVISION to provide a grant award of \$41,674.00, through the Violence Against Women Act program; and

WHEREAS the City Council of the City of Marshalltown finds that this Agreement is in the best interest of the Council; and

WHEREAS said Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

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

Section 1. That the attached Agreement relating to the Violence Against Women Act grant program for FY 2017-2018 is hereby approved and ratified. This grant award will be used to fund a full-time domestic violence investigator position in the police department. The City has a match requirement of \$13,892.00, which is satisfied in salary and benefit expenses paid for this law enforcement position.

Section 2. This Agreement and this resolution shall be in full force and effect from and after its passage and signature as by law provided.

Section 3. That the Police Chief for the City of Marshalltown is hereby authorized and directed to execute said Agreements on behalf of the City of Marshalltown.

Passed this 25th day of September 2017, and signed this _____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

THOMAS J.
ATTORNEY

Janelle
Melohn
DIVISION
DIRECTOR



IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CRIME VICTIM ASSISTANCE DIVISION

Subcontract # VW-18-06-CJ

321 E. 12TH STREET
DES MOINES, IA 50319
Main: 515-281-5044
www.iowaattorneygeneral.gov

THIS AGREEMENT (hereinafter Subcontract) is entered into by and between the Crime Victim Assistance Division of the Iowa Department of Justice through their **Victim Services Support Program**, **Lucas State Office Building, 321 East 12th Street, Des Moines, IA 50319** (hereinafter "Department"), and **Marshalltown Police Department, 22 N. Center St., Marshalltown, IA 50158**, (hereinafter Program).

This Subcontract for substantive programmatic work is issued under a prime grant(s) awarded to the Department by U.S. Department of Justice, Office on Violence Against Women CFDA 16.588.

Now therefore, in consideration of the mutual agreements contained herein, the parties agree this subcontract will be performed in accordance with the following conditions:

GENERAL CONDITIONS

1. **SCOPE OF WORK/STATEMENT OF WORK:** The Program agrees to use its best efforts to perform the work for the program or project entitled, "***Marshalltown Police Department VAWA Detective***" as described in Exhibit A.
2. **PERIOD OF PERFORMANCE:** The period of performance for this project/program is effective **July 1, 2017 through June 30, 2018**. This project/program is expected to continue for one additional year subject to continuation of Federal and/or State funds to the Department and subject to renewal only by mutual agreement of the parties.
3. **PROJECT COSTS:** Department agrees to reimburse the Program for actual costs incurred in the performance of the project in an amount not to exceed **\$41,674**. Expenditures in excess of this amount are not authorized, unless amended by mutual written agreement of the parties. See Exhibit B
4. **MATCH:** The Program shall provide as a minimum **\$13,892** in matching funds. Matching funds can be cash or in-kind and must be acceptable by the Department with sufficient documentation as evidence of such match. No match can be from other federal sources. See Exhibit B.
5. **KEY PERSONNEL:** The project director for this project is **Sadie Weekley** who shall be responsible for the direction of the work to be performed under this program/project. If, for any reason, the project director is not able to continue to serve as the project director, Program must notify Department in writing. If a mutually acceptable successor is not available Program and/or Department shall have the option to terminate said program in accordance with Department's termination policy contained here within. Other personnel considered key personnel for Program includes: the executive director, fiscal director, department heads, supervisors or any other personnel who are directly associated with this program. Should a vacancy of key personnel occur during this grant cycle, Program must provide a

resume prior to hiring anyone considered key personnel. CVAD has the right to provide input on the hiring of key personnel funded by CVAD.

The community specialist assigned to this Subcontract is **Natalie Scarpino** who shall be responsible for the direction of the work to be performed on this contract. Any notices or requests for changes to this Subcontract shall be sent to the community specialist in writing, via Iowagrants.gov, the US Mail or email.

6. **ALLOWABLE COSTS AND PAYMENT:** Department will reimburse the Program for direct costs and indirect costs (if applicable) incurred in the performance of this Subcontract, provided that:
1. The submitted claim represents the approved budget as shown in Exhibit B.
 2. Such costs were allowable by terms of this Subcontract and the Uniform Guidance (2 CFR 200) and the applicable funding sources as shown in Exhibit C.
 3. Such costs are incurred in accordance with Program's established policies and procedures, consistently applied.
7. **ITEMIZED CLAIMS:** The Program agrees to submit claims for actual costs incurred through Iowagrants.gov either monthly or quarterly and adhere to this frequency throughout the term of the subcontract. Claims are due within 30 days of the claim period.

Program will submit claims ____ monthly or ____ quarterly (check one).

The Department agrees to make payment in compliance with the approved budget (Exhibit B) or any amended budgets. The Program shall comply with Department's reimbursement procedures by using Department claim/expense forms, as applicable. In addition, Program must adhere to the supporting documentation requires as outlined in Program's Risk Assessment, see Exhibit D.

8. **CONFLICTS OF INTEREST:** Any key personnel, or any other person associated with this program must disclose in writing any real or perceived conflicts of interest regarding this program. Department will not allow the direct hire or supervision of any immediate family member in any employment position that is funded by this Subcontract. Any deviations to this restriction must be approved in writing in advance by the assigned community specialist.
9. **REPORTS:** The Program shall prepare and submit the following reports, as applicable to the Department:

Report	Submission Instructions	Due By:
Bi-annual report	All programs, all funding sources Reports are submitted via Iowagrants.gov. Bi-annual reporting periods: 7/1/2017 to 12/31/2017 1/1/2018 to 6/30/2018	February 15, 2018 August 15, 2018
VAWA (Violence Against Women or VA)	Subgrantee report is for calendar year 2017. Instructions and	February 15, 2018

	report template can be found on the VSS website*	
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* <https://www.iowaattorneygeneral.gov/for-crime-victims/victim-services-support-program/performance-reports-for-funded-programs/>

10. CHANGES IN OBJECTIVES/GOALS/SCOPE OF WORK/PROGRAM ADMINISTRATION:

Changes in objective or scope of work or significant programmatic administration shall not be made without prior written approval of the Department. Programmatic administration means delivery of services, service areas, program hours, program offices, key staff/advocates, etc.

- 11. BUDGET ADJUSTMENTS:** The Department shall administer and disperse the funds for this contract contingent upon their availability. This contract may be adjusted to reflect changes in the amount funded as determined by the Department. Program will adhere to the approved budget (Exhibit B). Any deviation from the approved budget requires prior written approval from Department.

12. ADMINISTRATION, ACCOUNTS, RECORDS, AUDITS:

- 1)** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice.
- 2)** The Program shall retain all financial records, supporting documents, statistical records and all other records sufficient to reflect properly all direct, indirect and match charges, for at least three years following the closure of the most recent audit report.
- 3)** Program will forward a copy of its most recent audit by March 31, of each year to:
Accounting Department
Crime Victim Assistance Division
Lucas State Office Building
321 East 12th Street
Des Moines, IA 50319

- 13. EQUIPMENT:** Any equipment detailed in the project budget (Exhibit B) and purchased from these funds shall be maintained properly and shall be the property of the Program unless Department notifies in writing otherwise. Capitalized equipment, as defined by the federal government, shall be handled in accordance to federal regulations § 200.313.

14. TERMINATION:

Termination on notice by the Department. Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

Termination for cause by the Department. The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs: (1) The Program fails to observe and perform any covenant, condition or obligation created by the contract;

- (2) The Program fails to make substantial and timely progress toward performance of the contract; or
- (3) The Program's work product and services fail to conform with the requirements of this contract.

Notice of default. If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract and seek any legal or equitable remedies. In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

Termination by the Department due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs: (1) The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract; (2) If funds are de-appropriated or not allocated; (3) If the federal government reduces or eliminates the federal grant; (4) If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or (5) If the Department's duties are substantially modified.

The Program's remedies if the Department terminates the contract due to lack of funds or change in law. If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

The Program's duties on termination. When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must cease all work under this contract except any work that the Department directs the Program to perform and comply with the Department's instructions for the timely transfer of any active files and related work product.

Termination on notice by the Program. Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

Set off. Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

15. INDEMNIFICATION: The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

- Any Violation of this Agreement by the Program; or
- Any negligent acts or omissions of the Program; or
- The Program's performance or attempted performance of this Agreement; or

- Any failure by the Program to comply with all local, state and federal laws and regulations.
16. **INSURANCE:** The Program represents it has adequate liability insurance, such protection being application to officers, employees, and agents while acting within the scope of their employment by Program.
17. **MODIFICATION:** Any agreement to change the terms of this Subcontract in any way shall be valid when the change is made in writing and approve by authorized representatives of the parties hereto.
18. **REPRESENTATIVES:** Designated representatives for the parties are:
- | Department Contacts | |
|---|--|
| <u>If contractual:</u>
Lori Miller, Administrator
Lucas State Office Building
321 East 12 th Street
Des Moines, IA 50319
515-725-4130
Lori.miller@iowa.gov | <u>If programmatic:</u>
Natalie Scarpino, Community Specialist
Lucas State Office Building
321 East 12 th Street
Des Moines, IA 50319
515-281-7215
Natalie.Scarpino@iowa.gov |
-
- | Program Contacts | |
|---|--|
| <u>If contractual:</u>
Michael Tupper
22 N Center
Marshalltown, IA 50158
641-752-1211
mtupper@ci.marshalltown.ia.us | <u>If programmatic:</u>
Sadie Weekly
22 N Center
Marshalltown, IA 50158
641-754-5730
sweekly@ci.marshalltown.ia.us |
19. **CERTIFIED ASSURANCES:** See Exhibit E.
20. **SPECIAL CONDITIONS:** The Special Conditions, if any, are attached Exhibit F and by reference incorporated herein, apply to this Subcontract, and in case of any conflict between the General Conditions, the Special Conditions will prevail.

APPROVED AND AGREED

PROGRAM:

IOWA DEPARTMENT OF JUSTICE

By: _____

(Authorizing Signature)

(Name)

(Title)

(Date)

By: _____

(Authorizing Signature)

Lori Miller

(Name)

Program Administrator

(Title)

(Date)

Exhibit A

Scope of Work/Statement of Work

CVAD Funding in this Agreement is to strengthen responses to violence against women victims (domestic abuse, dating violence, teen and adult sexual assault and stalking victims) accessing the criminal justice system.

Develop and strengthen effective:

- Law enforcement strategies in the response, documentation and investigation of cases involving violence against women victims (dating violence, domestic violence/abuse, teen and adult sexual assault, and stalking),
- Improve training and technical assistance to law enforcement and their allied partners to improve the response, documentation and investigation of cases involving crimes against women.

Marshalltown Police Department Scope of Work: Investigates domestic violence and sexual assault incidents reported to the Marshalltown Police Department. Performs follow-up investigations for the Marshalltown Police Department and the Marshall County Attorney's Office.

Update on Goals and Objectives: The Marshalltown Police Department DART continues to meet on a weekly basis. We have recently begun the process of possibly adding LUNA, a culturally specific advocacy group, to our DART. Our SART continues to meet every other month and our Coalition quarterly.

Exhibit B**Budget**

List Agency Name Here: Marshalltown Police Department

Criminal Justice (CJ) or Other Program Budget

Projected Budget for SFY2018 (7/1/17-6/30/18)

Payroll <u>List Position Below</u>	Total <u>Expense</u>			Non-VSS Funds			
		VOCA <u>VA</u>	VAWA <u>VW</u>	City or <u>County</u>	United <u>Way</u>	Donations/ <u>Fundraising</u>	<u>Other</u>
Detective	61,851.00		40,924.00	20,927.00			
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
	0.00						
Payroll Subtotal	61,851.00	0.00	40,924.00	20,927.00	0.00	0.00	0.00
<u>Other Expenses</u>							
Benefits	23,348.00			23,348.00			
Travel/Training	750.00		750.00				
Contracted Svc	0.00						
Equipment	0.00						
Repairs/Maint.	0.00						
Rent	0.00						
Utilities	0.00						
Communications	0.00						
Advertising	0.00						
Supplies	0.00						
Insurance	0.00						
Other Direct	0.00						
Other Direct-Client Ass.	0.00						
Volunteers							
Fund Totals	85,949.00	0.00	41,674.00	44,275.00	0.00	0.00	0.00
% of VSS funds		49	New Staff in Full-Time Equivalents:				
Staff in Full-Time Equivalents:		0.75	Number of New Staff:				

Exhibit C**Compliance**

The Program agrees to comply with the bulleted information below that is specific to the funding source assigned to this Subcontract.

- **All Funded Programs:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program agrees to comply with the contract stipulations bulleted in this section. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
- **FV Funded Programs (CFDA#93.671):** The Program agrees to comply with the Guidelines published by the U.S. Department of Health and Human Services in the Federal Register, the provisions of Section 311 of the Family Violence Prevention and Services Act, as amended by Public Law 102-295 and any updates as it applies to this Act.
- **SF Funded Programs (CFDA #16.017):** The Program agrees to comply with all policies of the Department and certifies that it meets all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, Pub. L. No. 103-322; Violence Against Women Act of 2000, Division B of the Victims of Trafficking and Violence Protection Act of 2000 - Pub. L. No. 106-386; Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-162 as amended including 42 U.S.C. §14043g; 42 U.S.C. § 3796gg to 3796gg-5; and 28 CFR Part 90; Federal Funding Accountability and Transparency Act of 2006.
- **VA Funded Programs (CFDA #16.575):** The Program agrees to comply with the Guidelines published by the U.S. Department of Justice for the Victims of Crime Act Assistance Program in the Federal Register of April 22, 1997 and any updates thereafter, Federal Funding Accountability and Transparency Act of 2006.
- **PA and VW Funded Programs (CFDA #16.588):** The Program agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act (VAWA) of 2005 as amended (Public Law 110-162) with any updates to the VAWA; 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 28 Code of Federal Regulations Section 66.34; Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282.

Exhibit D

Financial Risk Assessment and Source Documentation

Not applicable to VAWA funded programs

Certified Assurances

VIOLENCE AGAINST WOMEN ACT (VAWA OR VW)

CERTIFIED ASSURANCES

The program assures and certifies that:

1. Federal funds made available under this formula **will not be used to supplant** state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for VW project activities.
2. **Matching funds** required to pay the non-federal portion of the cost of each program and project, for which these funds are made available, shall be in addition to funds that would otherwise be made available for VW project activities by the program or recipient of these funds and shall be provided on a project-by-project basis. Non-profit, non-governmental victim service agencies are exempt for making match.
3. Fund accounting, auditing, monitoring, evaluation procedures, and such **records** as the Attorney General's Crime Victim Assistance Division (CVAD) shall prescribe, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.
 - a. It shall maintain such data and information and submit such **reports** in such form, at such times, and containing such data and information as the CVAD may reasonably require administering the program.
4. It will comply, and all its contractors and subgrantees will comply, with any applicable federal **nondiscrimination requirements**, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligation of programs and grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
5. In accordance with federal civil rights laws, the program or grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
6. It will comply with Iowa Code Chapter 216 as amended which governs civil rights protection in Iowa; and Iowa Code Section 8.11 regarding Minority Impact Statements; the Iowa Attorney General's Crime Victim Assistance Division rules as contained in the Iowa Administrative Code, 61 IAC Chapter 9, Section 9.50 through 9.65; and the policies of the Iowa Attorney General's Crime Victim Assistance Division.

7. It will determine whether it is required to formulate an **Equal Opportunity Program (EEOP)**, in accordance with 28 CFR 42.301 *et. seq.* If the program is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Iowa Attorney General's Crime Victim Assistance Division (CVAD) indicating that it is not required to develop an EEOP. If the program is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the program will submit a certification form to the OCR and the CVAD certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the CVAD. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form should also be submitted to the CVAD. Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.
8. It will comply with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the program or grantee must take reasonable steps to ensure the LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The program is encouraged to consider the need for language services for LEP person served or encountered both in developing your budgets and in conducting your programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.
9. In the event that a Federal or State court or Federal or State administrative agency makes a **finding of discrimination** after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against the program, the program will forward the findings to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Iowa Attorney General's Office, Crime Victim Assistance Division (CVAD).
10. It will maintain statutorily required **civil rights statistics** on victims served by race, gender, national origin, age and disability and permit reasonable access to its books, documents, papers, and records to determine whether they are complying with applicable civil rights laws. This requirement is waived when soliciting the information may be inappropriate or offensive to the crime victim.
11. It agrees to comply with the applicable requirements of the 28 C.F.R. Part 38, the Department of Justice (DOJ) regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the DOJ grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Programs or recipients of direct grants may still engage in inherently religion activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of beneficiary's religion.
12. It will create a sexual harassment policy which includes the process for filing a grievance of sexual harassment by a staff member, client, victim, or volunteer. The process shall take into consideration how to file a complaint against a supervisor, administrator or director. After the creation of the sexual harassment policy, all current staff and volunteers, as well as new staff and volunteers will sign an acknowledgement form that they have reviewed and understand the sexual harassment policy. One copy will be provided to the staff member, or volunteer and one will be kept in their personnel file.

13. It agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express written approval of the Federal Office on Violence Against Women (OVW), in order to avoid violation of 18 U.S.C. § 1913. The program may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking [as those terms are defined in 42 USC 13925(a)] when such collaboration and provision of information is consistent with the activities otherwise authorized under this VW-funded program. It will comply with any restrictions outlined in 28 CFR Part 69 regarding New Restrictions on Lobbying.
14. It will comply with the Drug-Free Workplace Act of 1988, implemented at 28 CFR Part 67, subpart F, for programs, as defined at 28 CFR Part 67 §s 67.615 and 67.620 or any updates therein.
15. It will encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating agency-owned, rented, or personally owned vehicles pursuant to 23 USC 402 and 403, and 29 USC 668.
16. It will encourage adoption and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by these funds, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009).
17. It will refer to the Crime Victim Assistance Division and to the Office of Inspector General (OIG) through the Department of Justice (DOJ) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person was either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VW funds. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

Mail: Office of Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
Email: oig.hotline@usdoj.gov
Phone: 1-800-869-4499 (contact information English and Spanish)
Fax: 1-202-616-9881

18. It agrees all materials and publications (written, visual or sound) resulting from award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the view of the Department of Justice, Office on Violence Against Women."
19. It agrees one copy of all reports and any other written materials or products that are funded under the project to Federal Office on Violence Against Women by submitting it to the Iowa Attorney General's Crime Victim Assistance Division not less than 30 days prior to public release. If the written material is found to be outside the scope of the program or in some way to compromise victim safety, it will need to be revised to address these concerns or the funded program will not be allowed to use VW funds to support the further development

or distribution of the materials.

20. It agrees that any training or materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
21. It will not use any of these federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Federal Office on Violence Against Women.
22. It agrees to comply with applicable requirements regarding Central Contractor Registration (CCR), SAM registration at www.sam.gov and applicable restrictions and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Violence Against Women web site at <http://www.ovw.usdoj.gov/docs/ccr-award-term.pdf>.
23. It will comply with 28 CFR §66.34, in which the Office on Violence Against Women reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - a. any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - b. Any work that is subject to copyright for which ownership was purchased by a recipient or program, subrecipient or a contractor with support under this award.

In addition, the program or recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women (OVW) program manager assigned to this award by forwarding this information to the Iowa Attorney General's Crime Victim Assistance Division, and must comply with all conditions specified by the (OVW) program manager in connection with that approval before: (1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or (2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the funded recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

24. It will comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide, Office of the Chief Financial Officer (OCFO) Financial Guide and Department of Justice Financial Guide.
25. It will provide for an independent **audit** report on an annual basis as required by Office of Management and Budget (OMB) Circular A-133 and the OCFO Financial Guide. It will comply with the organizational audit requirements of OMB Circular A-133 and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Department of Justice funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide and the OCFO Financial Guide.
26. Non-Federal entities that expend \$750,000 or more a year in Federal funds (from all sources including pass-through awards) in the organization fiscal year (12 month turnaround reporting period) shall have a single

organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.

27. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year. Records must be kept and available for review or audit by appropriate officials including the Federal agency, State agency, and U.S. Government Accountability Office (GAO).
28. All private agencies agree to perform **an audit in accordance with Iowa Code Section 11.36** audit requirements.
29. **Due Dates for Audit Reports** Audit reports are due the earlier of thirty days after receipt of the auditors report or (9) nine months after the end of the audit period as outlined in 2 CFR part 200, subpart F. Audits must be sent to CVAD upon completion.
30. No program or recipient of VW funds shall use or reveal any **research or statistical information** furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the VAWA. Such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.
31. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with **Federal money**, all programs receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the projects or program.
32. It will comply with any **additional eligibility or service criteria** established by the Crime Victim Assistance Division.
33. It will notify the Crime Victim Assistance Division (CVAD) office **in writing, by e-mail, or through correspondence section of IowaGrants.gov** within 30 days of any staffing change which includes CVAD-funded staff and any key personnel. Key personnel includes Executive Director, Program Director, Supervisor, Financial Director/Manager or others key personnel determined by CVAD.
34. It will notify the Crime Victim Assistance Division (CVAD) office **in writing or via e-mail** of any FV-funded positions that remain vacant for 45 days or more. This notification must include reason for vacancy and plan for filling the position.
35. It will maintain client, staff, policy and procedure information and that reports shall be submitted, in the correct form, on time, and containing information as required by the Crime Victim Assistance Division.
36. It will expend funds received only for the purposes and activities covered by the program's approved application and budget; and that the contract and funds may be **suspended or terminated** at any time by the CVAD if the program fails to comply with the provisions of the VW or any of the certified assurances listed throughout this document.
37. Any court, law enforcement, and prosecution agency receiving Violence Against Women Act these funds certify that in the course of developing their VW application and appropriation, they have consulted with local Domestic Violence and/or Sexual Abuse programs to ensure that the proposed activities and equipment acquisitions are designed to promote safety, confidentiality, and economic independence of victims of domestic

violence, sexual assault and dating violence.

38. It will cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
39. It will not purchase of law enforcement uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
40. It will not use these funds to support the development of presentation of domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. It further agrees that these funds will not be used to teach primary or secondary school students from an already existing curriculum.
41. It will not use these funds to conduct public awareness or community education campaigns or related activities. These funds may be used to support, inform, and outreach to victims about available services.
42. It will not support activities that may compromise victim safety and recovery, such as:
 - Procedures and policies that exclude victim from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;
 - Procedures or policies that compromise the confidentiality of information and privacy of persons receiving VW-funded services;
 - Procedures or policies that impose requirements on victims in order to receive services (e.g. seek an order of protection receiving counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.
 - Procedure or policies that failure to include conducting safety planning with victims;
 - Project design and budget that fail to account for the access need of participants with disabilities and participants who have limited English proficiency or who are Deaf or hard of hearing;
 - The use of pre-trial diversion programs without prior approval from OVW or the automatic placement of offenders in such programs;
 - Couples counseling, family counseling or other manner or joint victim-offender counseling as a routine or required response to sexual assault, domestic violence, dating violence, or stalking or in situations in which child sexual abuse is alleged;
 - Offering or ordering anger management programs for offenders as a substitute for batterer's intervention programs;
 - Procedures or policies that deny victims and non-abusing parents or caretakers and their children access to services based on their involvement with the perpetrator;
 - Requiring survivors to meet restrictive conditions in order to receive (e.g. background checks to victims, clinical evaluations to determine eligibility for services, such as questions about immigration status, gender identity, sexual orientation, disability, physical or mental health, and work or criminal history that the service provider does not need to know about to provide services safely;
 - Relying on batterer intervention programs that do not use court monitoring to hold batterers accountable for their behavior;
 - Policies and procedures that fail to account for the physical safety of victims;

- Enforcing or promoting nuisance abatement ordinances, crime-free housing ordinances, or crime-free lease addenda (often associated with crime-free housing programs) that require or encourage the eviction of tenants or residents who may be victims of domestic violence, sexual assault, dating violence or stalking. See also the U.S. Department of Housing and Urban Development for guidance on how such ordinances and addenda may violate the Fair Housing Act; and
- Policies or procedures that require testing of sexual assault forensic evidence in cases where the victim obtained a medical forensic exam but has not chosen to participate in the criminal justice system.

43. It will not utilize the VAWA/VW funds for the following unallowable activities:

- Lobbying;
- Fundraising;
- Research projects (This does not include program assessments conducted only for internal improvement purposes. See "Research and Protection of Human Subjects" in OVW's Solicitation Guide.)
- Purchase of real property;
- Construction;
- Physical modifications to buildings, including minor renovations (such as painting or carpeting);

44. It will comply with 42 U.S.C. § 3796gg to 3796gg-5, Omnibus Crime Control and Safe Streets Act of 1968 - Pub. L. No. 90-351 Violence Against Women Act, Title IV of the Violent Crime Control and Law Enforcement Act of 1994 - Pub. L. No. 103-322 and 42 U.S.C. § 3711, et seq., Violence Against Women Act of 2000 and Division B of the Victims of Trafficking and Violence Protection Act of 2000 - Pub. L. No. 106-386, and Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-162 as amended and Office of Violence Against Women's implementing regulations at 28 CFR Part 90; and any updates to these sources.

45. It will comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and the costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>. It agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: <http://www.ovw.usdoj.gov/grantees.html>. It agrees to contact and receive permission from their Victim Services Support Program primary contact from the Iowa Attorney General's Crime Victim Assistance Division prior to utilizing federal VW funds for related conference expenses.

I certify that the program receiving Violence Against Women (VW) funds meets all the requirements stated in these certified assurances and the Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-162 as amended, and that all the information presented in the application for funding is correct, and the application will comply with the provisions of the Act and all other federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

Program Name

Signature of Authorized Representative

Date

Typed Name of Authorized Representative

Title of Authorized Representative

Email Address of Authorized Representative

Telephone Number of Authorized Representative

Program Director Signature

Date

Typed Name of Program Director

Title of Program Director

Email Address of Program Director

Telephone Number of Program Director

FAILED

2016-258

RESOLUTION APPROVING THE VOLUNTARY SEVERING OF TERRITORY FROM THE CITY
OF MARSHALLTOWN, IOWA (PARCEL 8318-14-454-005)

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 pursuant to Section 368.8 of the Code of Iowa, the City has received an application for voluntary severing of territory from the existing City limits of the City of Marshalltown from Gregory W. & Linda M. Jacobs, for the property legally described in Exhibit "A," and as shown on the map marked Exhibit "B"; and

WHEREAS the City has not found any necessary equitable distribution of assets and equitable distribution and assumption of liabilities of the territory between the city and the severed territory; and

WHEREAS the City has reviewed the application and found the severing of territory to be in the best interest of the City.

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

Section 1. That the application for the voluntary severing of territory as described in the legal description in Exhibit "A" attached hereto is hereby approved.

Section 2. This territory shall thereafter no longer be a part of the City of Marshalltown, Iowa, upon state acceptance or acknowledgement, as proved by law.

Section 3. That the City Clerk shall forthwith cause this Resolution and attachments to be filed with the City Development Board, the Secretary of State, the Marshall County Board of Supervisors, the State Department of Transportation, and shall record a copy of said Resolution, legal description, and map with the Marshall County Recorder, as required by Section 368.8 of the Code of Iowa.

Passed this ____ day of January 2017 and signed this ____ day of January 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

*12-27-2016
Resolution failed
on 2-3 votes.*

COMPLETE THE FOLLOWING INFORMATION FOR EACH PARCEL

(PLEASE TYPE OR PRINT CLEARLY)

Property Address:	
Parcel Identification Number (PIN): 8318-14-454-005	
Owner of Record: Gregory W + Linda M Jacobs	
Address of Owner of Record: 2460 B Reed Ave. Marshalltown, IA 50158	
Owner Phone: 641-753-5965	Owner E-mail: JACOBS5965@MCHST.COM
Authorized Agent:	
Address of Authorized Agent:	
Agent Phone:	Agent E-mail:

Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

☒ Provide a brief description of current and expected use as well as reason for request (use additional paper if needed):

Part of the yard with no city services.

- ☒ Complete and accurate legal description of property to be severed from the corporate limits.
☒ Map of property to be severed showing property dimension and city limits.
☒ \$250 application fee per parcel.

I hereby agree by signing below that I am requesting 100% voluntary severance of my property from the incorporated City of Marshalltown territory.

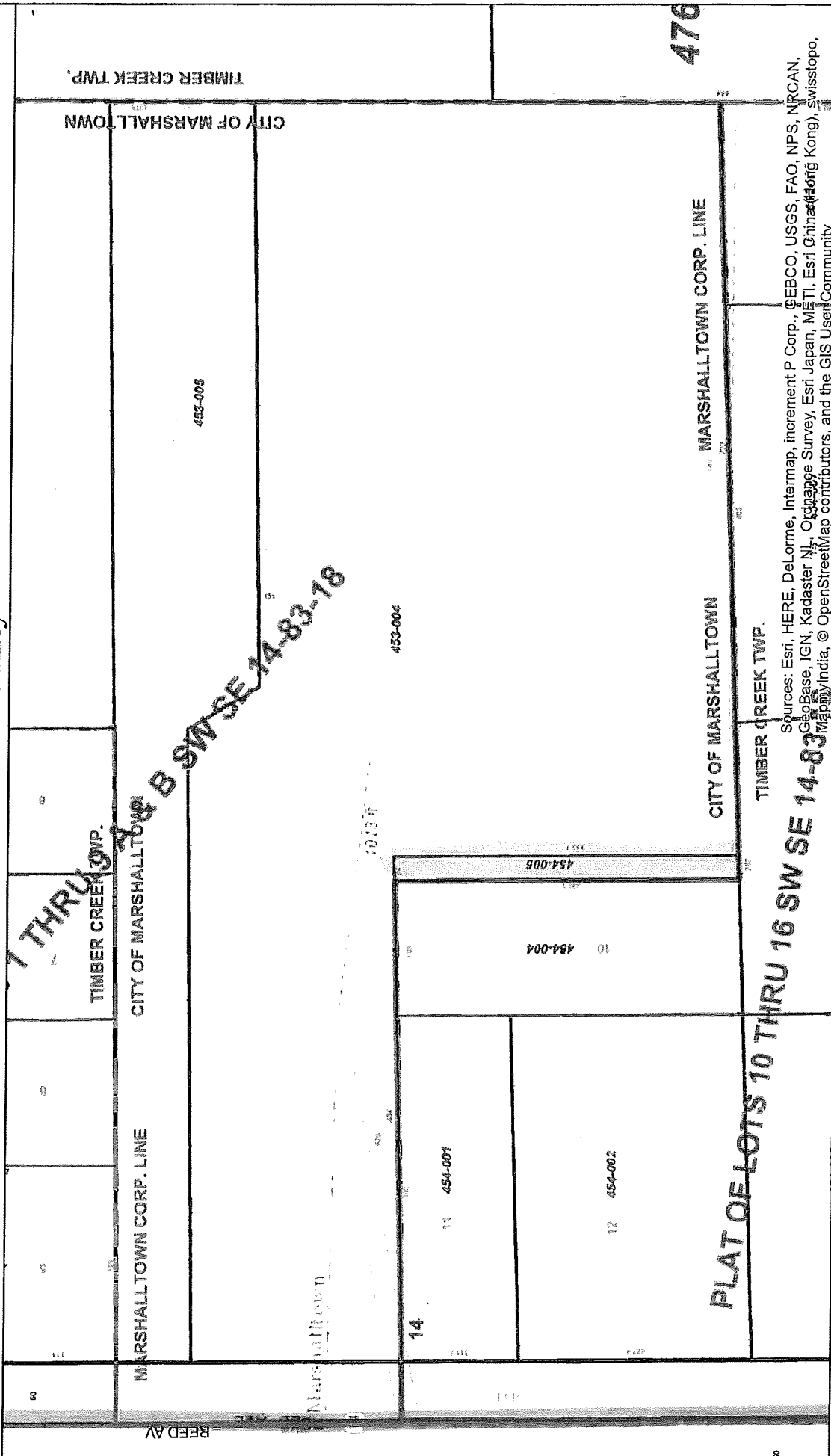
Gregory W Jacobs
Owner/Agent Signature

12-1-16
Date

Linda M Jacobs
Owner/Agent Signature

12-1-16
Date

Marshall County



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Esri China (Hong Kong), Swisstopo, Esri Japan, METI, Esri (China) (Hong Kong), Swisstopo, Esri India, © OpenStreetMap contributors, and the GIS User Community

Legend

Parcels	Lot Line	Railroad ROW	Unknown Linear
cadastral_line	Misc Line	Road ROW	Water Line
<all other values>	Mon Linear	Section Line	County Road Markers
Condo Line	Parcel Line	Section Qtr Line	
Corp Line	Pol Twp Line	Section Qtr Line	
County Line	Railroad Centerline	Sub Line 400	



0.00 0.01 0.02 0.03 Miles

These tax maps were compiled for assessment and tax information from official county records. All information shown is for the foregoing purpose and does not represent a survey of the land. Mapping by aerial methods.



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

DEPARTMENT OF PUBLIC WORKS

September 6, 2017

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

From: Justin Nickel
Director of Public Works

Re: Engineering Services Agreement – HR Green Engineering, Inc. for engineering design services for Highway 14 Project (STR17001) consisting of median and pedestrian improvements

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

Recommendation: Staff recommends approving the Agreement with HR Green for engineering design services for a fee not to exceed \$233,000.

Background: The engineering agreement provides engineering design services for design of pedestrian curb ramps, sidewalks and curb and gutter improvements for \$170,000 and landscape median design for \$63,000.

Budget Impact: The engineering design costs will be paid with Road Use Tax funds.

Attachment: Agreement.

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin



RESOLUTION APPROVING ENGINEERING DESIGN SERVICES CONTRACT
WITH HR GREEN, INC., FOR
HIGHWAY 14 PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NUMBER STR17001
IN THE AMOUNT OF \$233,000

WHEREAS the contract with HR Green, for Engineering Design Services for median and pedestrian improvements for the construction of the Highway 14 Project and that the said contract is now before this Council for final approval.

WHEREAS HR Green, Inc., of Cedar Rapids, IA, has executed a contract for Engineering Services and has filed its insurance certificate covering the full amount of said engineering services and that the said contract is now before this Council for final approval.

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

Section 1. That the contract for Engineering Design Services Agreement for the Highway 14 Project in the amount of \$233,000.00 be accepted and approved.

Passed this 25th day of September, 2017, and signed this ____ day of September, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

**Iowa Highway 14 (IA 14)
Pedestrian Facilities and Landscape Median Design**

Justin E. Nickel, P.E.
Director of Public Works
24 N. Center Street
Marshalltown, IA 50158
(641) 754-5734

David J. Bovee, P.E.
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131

HR Green, Inc. Project No. 171027

August 31, 2017

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7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

General note: no bonding is generally requested or required for design work.

THIS **AGREEMENT** is between City of Marshalltown (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The project is described as the design of pedestrian facilities and median improvements along Iowa Highway 14 (IA 14) in the City of Marshalltown, Marshall County, Iowa. The work to be completed under this AGREEMENT shall include detail work, services, materials, equipment and supplies to perform surveys, design, landscape architecture, design, and irrigation systems design, and temporary easement acquisition services specific to locations defined in Attachment A.

1.2 Design Criteria/Assumptions

Set forth in Attachment A

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Set forth in Attachment A

3.0 Deliverables and Schedule Included in this Agreement

Set forth in Attachment A

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

Set forth in Attachment A

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Set forth in Attachment A

6.0 Client Responsibilities

Set forth in Attachment A

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$233,000.00.

Professional Services Fee is further broken down as follows:

Task A – Pedestrian Facilities Design	\$170,000.00
Task B – Landscape Median Design	\$63,000.00
Total	\$233,000.00

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain \$1,000,000 insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and \$5,000,000 Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on a reasonable estimate of the portion of such phase completed prior to said termination..

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by

COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for reuse by the CLIENT without written verification be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's reuse of the electronic files without written verification.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Electronic information is secondary to the hard copies provided to CLIENT. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of information in electronic form shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials by the CLIENT.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. At the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, and COMPANY shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to hold COMPANY, and its sub-consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless same is caused by acts of the COMPANY or those acting under its control.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos

or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed the COMPANY'S total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.25 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will indemnify and hold harmless COMPANY from any claim or suit whatsoever arising from the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

David J. Bovee

Approved by: _____

Printed/Typed Name: David R. Dougherty

Title: Vice President

Date: _____

CITY OF MARSHALLTOWN

Accepted by: _____

Printed/Typed Name: James L. Lowrance

Title: Mayor

Date: _____

Attest: _____

Printed/Typed Name: Shari Coughenour

Title: City Clerk

Date: _____

ATTACHMENT A

This project is described as the design pedestrian facilities and median improvements along Iowa Highway 14 (IA 14) from just south of US 30 to the Iowa River bridge in the City of Marshalltown, Marshall County, Iowa. The work to be completed under this Agreement shall include detail work, services, materials, equipment and supplies to perform surveys, design, landscape architecture design, irrigation system design, and temporary easement acquisition services specific to locations defined in the following Scope of Services.

Additional services beyond this Scope of Services could be performed upon execution of a Supplemental Agreement.

The specific services provided are described in the following pages.

I. BACKGROUND

The City of Marshalltown Public Works Department (hereafter *Client*) has determined pedestrian curb ramps, sidewalks and curb and gutter are in need of improvement along IA 14 in the City of Marshalltown (hereafter *Client's Project*) at specific locations defined in the Scope of Services. The *Client's Project* also includes median improvements along IA 14 from just south of Merle Hibbs Boulevard north to Columbus Drive. The work completed under this Agreement will be performed concurrently with the work completed for Iowa DOT Project #NHSN-014-5(78)--2R-64 (hereafter *DOT's Project*) and included in the Iowa DOT plans for letting.

The specific services and project tasks performed by the HR Green, Inc. (hereafter *Company* or *Consultant*) team will include field survey; preliminary design; final design; landscape architecture design, irrigation systems design, and temporary easement acquisition. Design will be completed in accordance with the following guidelines and manuals current as of the date of this Agreement:

- Iowa DOT Design Manual
- Statewide Urban Design and Specifications (SUDAS)
- American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets
- AASHTO Roadside Design Guide
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- AASHTO Guide for Development of Bicycle Facilities
- Iowa DOT ADA / ROW Acquisition Process guidance document

Preliminary and final design will be developed using Bentley GEOPAK and MicroStation V8i hosted on the Iowa DOT ProjectWise datasource, following current Iowa DOT MicroStation standards and project automation guidelines.

The following Scope of Services is based on the following assumptions:

- All temporary easements will be uncomplicated transactions requiring no title research or appraisals.
- No permanent easements or fee title acquisitions will be required.
- Iowa DOT will lead all public involvement activities.
- The project does not include examination of existing buried utilities (water, sanitary, storm sewer, etc.). All existing utilities are assumed to adequate condition and will not need replacing as part of the project.
- Preliminary plans and final plans will be included in plans for *DOT's Project* and submitted to Iowa DOT and *Client* at project milestones.
- Existing trees are not present in any of the medians in the project and therefore Tree Survey and Tree Preservation Plans are not included in this contract.

The *Company's* Team will provide the following services:

Consultant – HR Green, Inc. (HRG)

- Field Review
- Preliminary and Final Design
- Landscape Architecture Design

Subconsultant – Clapsaddle-Garber Associates, Inc. (CGA)

- Topographic Surveying and Base Mapping
- Easement and Acquisition Services

Subconsultant – Naturescape Design, Inc. (NDI)

- Irrigation Design Services

II. SCOPE OF SERVICES

The Scope of Services to be performed by the *Consultant* shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

TASK A – PEDESTRIAN FACILITIES DESIGN

A.1 Project Management and Administration

The *Consultant* will perform the appropriate effort to maintain project documentation, prepare invoices, direct project team members, and collaborate with the *Client* to facilitate delivery of the project elements related to design of pedestrian facilities.

A.1.1 Development of Project Instructions, Schedule, and Work Plan (HRG)

The *Consultant* shall prepare written instructions for staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget information and other important elements specific to *Client's Project*.

A.1.2 Communications and Meetings (HRG)

Coordinate and provide periodic progress updates via email and routine phone calls with the *Client*. Effort associated with design progress meetings with Iowa DOT District 1 and Iowa DOT Central Office staff is included under the contract scope of services for *DOT's Project*. This Task includes up to two (2) separate progress meetings with the *Client* for discussion items specific to *Client's Project*. Additional task related meetings are defined in other Tasks. The *Consultant* will prepare minutes of meetings and document other communications.

The *Consultant* Project Manager and Task Managers will conduct brief internal progress meetings active design periods of project development preceding milestones to discuss project schedules, budget, and other considerations to coordinate *Client's Project* efforts.

A.1.3 Project Monitoring and Progress Reports (HRG)

The *Consultant* will maintain a system for monitoring progress and expenditures to allow monthly tracking by task. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period and activities planned for the following period;
- Problems encountered and recommended solutions;
- Budget summary and overall status.

A.1.4 Quality Control Plan and Quality Assurance Review (HRG)

The *Consultant* will establish review and checking procedures for the project deliverables. Quality Assurance (QA) is the process of executing the established Quality Control (QC) procedures, which consist of both design and plan checking and QC reviews. It is anticipated that these reviews will be completed prior to submittal of deliverables.

A.1.5 Subconsultant Management (HRG)

The *Consultant* will coordinate with *Subconsultant* (CGA). Activities include developing contracts, monitoring work tasks, coordinating invoicing, maintaining communications, sharing project information, and performing QC Reviews of subconsultant data, CAD related operations, and deliverables.

A.2 Survey and Mapping (CGA and HRG)

The *Consultant* will engage a *Subconsultant* (CGA) to perform the necessary field survey to accurately depict and document existing features for the purposes of pedestrian curb ramp and sidewalk design; including but not limited to roadway edges, curbs, centerlines, joints, signs, utility markers, trees, drainage structures, and critical locations in the vicinity of improvement locations.

A.2.1 Field Survey (CGA)

This subtask includes field survey of pedestrian curb ramps, sidewalks, channelization islands, and curb and gutter along IA14 at the locations listed below. Survey extents shall generally extend to 25 feet beyond end of radius returns at each intersection corner. Survey will include all visible surface features and structures within those extents – intakes, sidewalk joint lines, street pavement joints within the intersection (including “reflected” concrete street joints visible through the asphalt) poles & guy wires, trees, visible utility appurtenances, etc. Survey of underground

utilities is not included. Surveying *Subconsultant* (CGA) will review as-built drawings and tie topographic survey to the Iowa DOT stationing of IA 14. No legal/boundary survey will be conducted. Survey subconsultant will also establish a permanent elevation benchmark (top of hydrant, etc.) at or near each location.

Compensation under this Agreement is based on survey and mapping of location listed below in Table A.2.1. This list may change following field review, coordination with the *Client*, and execution of a Supplemental Agreement.

Table A.2.1

Intersection / Location	Quadrant(s) to be surveyed	Easement(s) Required
US 30 – Ramp D (EB Entrance)	NE, SE	N
US 30 – Ramp A (WB Exit)	NE, SE	N
Iowa Avenue	NW, SW, NE, SE	N
Berle Road	SW, SE	Y (SE)
LaFrentz Lane	NE, SE	Y (SE)
Access @ Sta. 560+80	NE, SE	N
Nicholas Drive	NE	N
Westwood Drive	NW, SW	N
Bohen Street	NE, SE	N
Santa Barbara Drive	NW, SW	N
Palmer Street	NE, SE	N
Meadow Lane	NE, SE	N
Edgeland Drive	NW, SW, NE, SE	N
Crestview Drive	NW, SW, NE, SE	N
Anson Street		
o West of Hardees Driveway	Sidewalk w/ Retaining Wall	Y
o East of Hardee's Driveway	Sidewalk w/ Retaining Wall	Y
o In front of Walgreens	Sidewalk w/ Retaining Wall	Y
* S. 1 st Avenue	NW, SW, NE, SE	Y (NW, SW, NE, SE)
* S. 2 nd Avenue	SW, SE	Y (SW, SE)
* E. Hy-Vee Driveway	NW, NE	Y (NW, NE)
* S. 3 rd Avenue	NW, NE	Y (NW, NE)
* May Street	SW, NE, SE	Y (SW, NE, SE)
* Access Road (O'Reilly Auto Parts)	NE, SE	N
E. Madison Street Ramps	NW, SW, NE	Y (NW, NE)
* Woodbury Street		
o Alley – West Side	NW	Y (NW)
Marion Street	SW	Y (SW)
Linwood Street	NE, SE	Y (NE, SE)
Edgewood Street	NE, SE	Y (NE, SE)
Woodland Street	SE	Y (SE)

* Locations have already been surveyed. Currently pending Iowa DOT patch locations to determine jurisdiction responsible for design and construction.

A.2.2 Base Map Preparation (CGA and HRG)

Using the field survey collected, the *Subconsultant* (CGA) will create an AutoCAD survey base map. The *Consultant* will translate the AutoCAD base map to Bentley MicroStation and GEOPAK formats; including .tin surface files, and .dgn format CAD files. Line weights, line styles, text sizes, and features will follow Iowa DOT Design Manual guidelines. The *Consultant* will use Chapter 40 to develop the .sur file. Final .sur file will be submitted to and accepted by the Office of Design Survey Manager at the D05 Submittal.

A.3 Preliminary and Final Design (HRG)

Design of pedestrian curb ramps and sidewalks for locations defined in Table A.2.1 will be based on field observations, coordination with the *Client*, and results from the Field Exam completed during *DOT's Project*. Preliminary plans and final plans will be included in plans for *DOT's Project* and submitted to Iowa DOT and *Client* at project milestones.

A.3.1 D05 Right-of-Way Plans (HRG)

The *Consultant* will develop right-of-way drawings for temporary easements to construct sidewalk and pedestrian curb ramp improvements. Existing right-of-way boundary locations will be based on Marshall County GIS parcel shape files obtained by the *Consultant*. Preliminary right-of-way drawings (H Sheets) will be submitted to Iowa DOT and the *Client* concurrently with the *DOT's Project* D05 Submittal. Following receipt of Iowa DOT and *Client* review comments, the *Consultant* will complete a final set of right-of-way plans (H Sheets) to support acquisition of easements under Subtask A.4 below. The easement acquisition process will then proceed concurrently with development of D07 Final Plans.

The *Consultant* will perform one (1) site visit as part of this subtask.

To support *Subconsultant* (CGA) easement acquisition work under Subtask B.3, the *Consultant* will compile the following right-of-way documents:

- List of all temporary easement parcels necessary to construct *Client's Project*
- Property owner contact information for temporary easement parcels
- Marshall County Assessor's summaries (available online) for all parcels in the list of affected parcels

A.3.2 DM5 Methods Submittal Plans (HRG)

Based on field observations, coordination with the *Client*, and results from the Field Exam completed during *DOT's Project*, the *Consultant* will prepare a set of preliminary plans for pedestrian facilities improvements specific to *Client's Project* (H Sheets and S Sheets). Final H Sheets from D05 will be included with DM5. S Sheets will include drawings depicting improvements for sidewalks, landings, ramps, detectable warning devices. Information for the Sidewalk Compliance sheets will also be included and indicate elevations, slopes, stations, and offsets.

Preliminary plans will be included in the DM5 Methods Submittal Plans for *DOT's Project* and submitted to Iowa DOT and *Client* for review.

A.3.3 D07 Final Plans (HRG)

Based on review comments from Iowa DOT, the *Client* and the *Consultant's* own refinements, the *Consultant* will produce Final Plans (C Sheets, H Sheets, and S Sheets) to be included in the Final Plans for *DOT's Project*.

A.3.4 Opinions of Probable Construction Cost (HRG)

Prepare a preliminary and final Opinions of Probable Construction Cost (OPCC). Preliminary OPCC shall be based on estimated quantities for major construction items (e.g. pavement, sidewalk, curb ramps, curb and gutter, etc.). Detailed quantity takeoffs will not be developed for the preliminary OPCC. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs. Final OPCC will be developed using the Iowa DOT online unit price database program.

A.4 Easement Services (CGA)

This subtask includes acquisition of up to twenty two (22) uncomplicated temporary construction easements in accordance with applicable State and Federal regulations. Easement acquisition shall follow procedures outlined in the Iowa DOT guidance document, IOWA DOT ADA / ROW ACQUISITION PROCESS, which was provided to consultants during an instructional meeting at the ROW office in Ames on Tuesday, September 22, 2015. Both *Consultant* and *Subconsultant* (CGA) were in attendance at the meeting.

A.4.1 Compensation Estimates (CGA)

The *Subconsultant* (CGA) will compute compensation estimates as 10% of Marshall County Assessor's Full Land Value for the area of the needed easement, with a minimum easement value of \$100.00. This scope of services assumes easement compensation will be made to property owners only, and does not include estimation of compensation to tenants.

A.4.2 Right-of-Way File (CGA)

The *Subconsultant* (CGA) will establish and maintain a right-of-way file for each parcel containing the following documents:

- Iowa DOT Form: Certification of Negotiator and Parcel Check Sheet
- Current Deed and Parcel Information from Assessor GIS website
- Iowa DOT Form: Purchase Agreement – Temporary Easement
- Iowa DOT Form: Offer to Purchase
- Iowa DOT Form: Compensation Estimate
- ROW Drawing (H-Sheet)
- IRS Form W-9 (if obtained)
- Iowa DOT Form: Offer to Donate (if applicable)
- Title VI Reporting Sheet
- Iowa DOT Form: Record of Contact

This scope of services assumes Temporary Easement Descriptions will not need to be certified by a registered land surveyor.

Finished right-of-way files will be submitted to Iowa DOT for each parcel as they are completed. This scope of services assumes easements will not be recorded.

A.4.3 Property Owner Coordination (CGA)

The *Subconsultant* (CGA) shall make up to three (3) contacts with each affected property owner. If any easement is not obtained after three (3) contacts with the property owner as described above, the *Subconsultant* (CGA) will send a letter (via Certified and regular mail) to the property owner stating that the project work will be performed in front of their property but the work will be performed from the exist ROW and therefore an easement will no longer be necessary or compensated for. The *Subconsultant* (CGA) will attend up to two (2) public information open house meetings coordinated by Iowa DOT in the City of Marshalltown, if necessary.

A.5 Pre-Letting Assistance

The *Consultant* will be available to answer questions from prospective bidders and produce clarifying addenda for elements related to pedestrian facilities design, if needed.

TASK B – LANDSCAPE MEDIAN DESIGN**B.1 Project Management and Administration**

The *Consultant* will perform the appropriate effort to maintain project documentation, prepare invoices, direct project team members, and collaborate with the *Client* to facilitate delivery of the project elements related to design of landscape medians.

B.1.1 Development of Project Instructions, Schedule, and Work Plan (HRG)

The *Consultant* shall prepare written instructions for staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget information and other important elements specific to *Client's Project*.

B.1.2 Communications and Meetings (HRG)

Coordinate and provide periodic progress updates via email and routine phone calls with the *Client*. Effort associated with design progress meetings with Iowa DOT District 1 and Iowa DOT Central Office staff is included under the contract scope of services for *DOT's Project*. This Task includes up to two (2) separate progress meetings with the *Client* for discussion items specific to *Client's Project*. Additional task related meetings are defined in other Tasks. The *Consultant* will prepare minutes of meetings and document other communications.

The *Consultant* Project Manager and Task Managers will conduct brief internal progress meetings active design periods of project development preceding milestones to discuss project schedules, budget, and other considerations to coordinate *Client's Project* efforts.

B.1.3 Project Monitoring and Progress Reports (HRG)

The *Consultant* will maintain a system for monitoring progress and expenditures to allow monthly tracking by task. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period and activities planned for the following period;
- Problems encountered and recommended solutions;
- Budget summary and overall status.

The *Consultant* will monitor and review updates to the Iowa DOT Design Manual, Standard Road Plans, and Road Design Details and SUDAS Design Manual and Specifications. Updates requiring no additional effort on the part of the *Consultant* will be incorporated into the work by the *Consultant*. If the *Consultant* is of the opinion additional effort will be required, the *Consultant* will so notify the *Client*. The *Client* will provide written approval or disapproval for the *Consultant* to incorporate said update into the work and indicate how payment for such work will be addressed.

B.1.4 Quality Control Plan and Quality Assurance Review (HRG)

The *Consultant* will establish review and checking procedures for the project deliverables. Quality Assurance (QA) is the process of executing the established Quality Control (QC) procedures, which consist of both design and plan checking and QC reviews. It is anticipated that these reviews will be completed prior to submittal of deliverables.

B.1.5 Subconsultant Management (HRG)

The *Consultant* will coordinate with *Subconsultant* (CGA) and *Subconsultant* (NDI). Activities include developing contracts, monitoring work tasks, coordinating invoicing, maintaining communications, sharing project information, and performing QC Reviews of subconsultant data, CAD related operations, and deliverables.

B.2 Survey and Mapping (CGA and HRG)

The *Consultant* will engage a *Subconsultant* (CGA) to perform the necessary field survey to accurately depict and document existing features for the purposes of median design, including but not limited to roadway edges, curbs, centerlines, joints, signs, utility markers, trees, drainage structures, and critical locations in the vicinity of improvement locations.

B.2.1 Field Survey (CGA)

This subtask includes field survey of medians, pavement, and curb and gutter along IA 14 from just south of Merle Hibbs Boulevard north to Columbus Drive. Survey will include all visible surface features and structures within those extents – street pavement joints, curb and gutter, visible utility appurtenances, signs, light poles, etc. Survey of underground utilities is not included. Surveying *Subconsultant* (CGA) will review as-built drawings and tie topographic survey to the Iowa DOT stationing of IA 14. No legal/boundary survey will be conducted. Survey subconsultant will also establish a permanent elevation benchmark at or near each location.

Compensation under this Agreement is based on survey and mapping of the existing median form south of Merle Hibbs Boulevard to Columbus Drive.

B.2.2 Base Map Preparation (CGA and HRG)

Using the field survey collected, the *Subconsultant* (CGA) and the *Consultant* will amend the survey base maps prepared under Subtask A.2.

B.3 Preliminary and Final Design (HRG)

Design of medians along IA 14 from just south of Merle Hibbs Boulevard to Columbus Drive will be based on field observations and coordination with the *Client*. Preliminary plans and final plans will be included in plans for *DOT's Project* and submitted to Iowa DOT and *Client* at project milestones.

B.3.1 DM5 Methods Submittal Plans (HRG)

Based on field observations and coordination with the *Client*, the *Consultant* will prepare a set of preliminary plans for median improvements specific to *Client's Project* (U Sheets). Roadway improvements depicted in U Sheets will be limited to curb and gutter replacement. Preliminary plans will be included in the DM5 Methods Submittal Plans for *DOT's Project* and submitted to Iowa DOT and *Client* for review.

B.3.2 D07 Final Plans (HRG)

Based on review comments from Iowa DOT, the *Client* and the *Consultant's* own refinements, the *Consultant* will produce Final Plans (C Sheets and U Sheets) to be included in the Final Plans for *DOT's Project*.

B.3.3 Opinions of Probable Construction Cost (HRG)

Prepare a preliminary and final Opinions of Probable Construction Cost (OPCC). Preliminary OPCC shall be based on estimated quantities for major construction items (e.g. pavement, curb and gutter, landscape pavers, etc.). Detailed quantity takeoffs will not be developed for the preliminary OPCC. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs. Final OPCC will be developed using the Iowa DOT online unit price database program.

B.4 Landscape Architecture Design (HRG)

The *Consultant* will prepare Landscape Plans for the medians on the project along IA 14 from just south of Merle Hibbs Boulevard to Columbus Drive. Landscape Plans will only encompass the medians in this area and shall not include any other areas along the larger project corridor. This area includes four median portions which will be planted and irrigated; the remaining medians will be surfaced with pavers or stamped concrete. Planted medians shall be designed as standalone, crowned raised medians without curb openings or special drainage features. Paved designs in the medians will be straightforward, such as a border and inner field and will not require intricate designs or details.

Preliminary Landscape Plans and Final Landscape Plans will be developed as separate U Sheets and included in the plans for *DOT's Project*. The Landscape Plans will be designed with safety and maintenance in mind. Existing utility structures and traffic poles in the medians shall remain in-place and any signs shall be removed and replaced in kind.

B.4.1 Conceptual Landscape Architecture Design (HRG)

The *Consultant* will prepare two (2) Illustrative Exhibits in color on 24" x 36" boards, one for the plantings and one for the paved medians, illustrating potential material palettes and examples of designs to demonstrate how the project might look to elicit input and feedback from the *Client*. This effort includes one (1) conference call with screen sharing capabilities to review Illustrative Exhibits with the *Client*.

B.4.2 Preliminary Landscape Architecture Design (HRG)

Based on *Client* feedback garnered from the Illustrative Exhibits, survey and median design, the *Consultant* will prepare Preliminary Landscape Plans. The plans will be developed as U Sheets and included in the DM5 Methods Submittal Plans for *DOT's Project* and submitted to Iowa DOT and *Client* for review.

Preliminary Landscape Plans will include general locations and approximate quantities of plant material as well as general design of the paved medians. A typical plant list will be provided including common and botanical names and approximate sizes. Landscape items will be included in the preliminary OPCC for the improvements proposed in the Preliminary Landscape Plans. This effort includes one (1) conference call with screen sharing capabilities to review Preliminary Landscape Plans with the *Client*.

B.4.3 Final Landscape Architecture Design (HRG)

Following review of the Preliminary Landscape Plans included in DM5 Methods Submittal Plans by the *Client* and Iowa DOT; the *Consultant* will refine the plans and prepare Final Landscape Plans. The plans will be included in the D07 Final Plans for *DOT's Project* and submitted for Iowa DOT and *Client* review. Landscape items will be updated included in the final OPCC for improvements proposed in the Final Landscape Plans. This effort also includes one (1) conference call with screen sharing capabilities to review Final Landscape Plans with the *Client*.

Final Landscape Plans will include locations and quantities of plant material as well as final design of paved medians. The Landscape Plans will consist of drawings, specifications and special provisions that will describe the materials, systems, equipment, workmanship, quality and performance criteria for the construction of the work. They shall include:

- Overall Landscape Plans (U Sheets) will indicate planted and irrigated medians versus paved medians and include layout geometrics for the paved medians.
- Detailed Landscape Plans (U Sheets) will detail specific plantings with species and quantities, including a plant schedule indicating common and botanical names, sizes and installation conditions.
- General Notes Sheet (U Sheets) with site notes, contractor commitments and landscaping general notes as necessary to provide instruction to the contractor.
- Construction Detail Sheets (U Sheets) will provide necessary construction details to construct the paved medians and install the plant materials.

If the *Client* has further requirements of the Landscape Plans that have not been specifically defined above, a Supplemental Agreement can be provided to complete this work.

B.5 Irrigation Systems Design (NDI)

The *Consultant* will review existing irrigation systems and power and water source locations in the project area with the *Client*. The *Client* and *Consultant* will determine power source, water source, and metering requirements for the proposed systems. The *Consultant* will engage a *Subconsultant* (NDI) to complete irrigation design services and prepare Irrigation Plans for planted medians. Irrigation Plans will include an irrigation layout, typical installation details, written specifications and quantities and items for the preliminary and final OPCC. Preliminary Irrigation Plans and Final Irrigation Plans will be developed as separate U Sheets and included in the plans for *DOT's Project*.

B.6 Pre-Letting Assistance

The *Consultant* will be available to answer questions from prospective bidders and produce clarifying addenda for elements related to landscape median design, if needed.

III. DELIVERABLES

The following list of deliverables and estimated sheet count are included in this Agreement and specific to *Client's Project*.

- D05 Right-of-Way Plans
- Conceptual Landscape Architecture Illustrative Exhibits (24" x 36" boards)
- DM5 Methods Submittal Plans
- D07 Final Design Plans

Estimated Plan Sheet Count for Pedestrian Facilities Design:

Description	Scale (on 11X17 sheet size)	Remarks	Submittals		
			D05	DM5	D07
C Sheets	NA				5
H Sheets	1"=10'		14	14	14
S Sheets	1"=5'		40	40	40
U Sheets	1"=20'		14	14	14
Total			68	68	73

Estimated Plan Sheet Count for Landscape Median Design:

Description	Scale (on 11X17 sheet size)	Remarks	Submittals		
			D05	DM5	D07
U Sheets	1"=20'		14	14	14
Total			14	14	14

IV. SCHEDULE

Milestone dates shown in the tabulation below are based on an assumed authorization date for this scope and correspond to milestone dates for *DOT's Project*. Milestone dates shown below will shift accordingly if the actual milestone dates for *DOT's Project* varies. The completion of the work in the scope of services is subject to the review and approval process of agencies (e.g. Iowa DOT) outside the control of the *Consultant*. Therefore, completion of the work in the scope of services may occur at dates different than those tabulated below. The *Consultant* will perform these services with reasonable diligence and expediency consistent with sound professional practices.

- Assumed Authorization Date: 09/01/2017
- D05 Right-of-Way Plans: 12/27/2017
- DM5 Methods submittal Plans: 07/31/2018
- D07 Final Plans: 09/04/2018
- Contract Completion: 12/31/2018

V. CLIENT RESPONSIBILITIES

The *Consultant* will rely on the following information and effort from the *Client*:

- Record drawings
- Location of water and power sources for irrigation systems
- Milestone reviews commensurate with project schedule

VI. ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENT SERVICES

The following additional services are not included in this Agreement. If authorized under a separate Supplemental Agreement the *Consultant* shall furnish or obtain from others the following services:

- Traffic Signal, Lighting and Signing Design and Plans
- Pavement design
- Structural design of retaining walls or sidewalk slabs for subsurface vaults
- Property Ownership Plats and Boundary Surveys
- Real Estate Services beyond those listed in the scope of services (e.g. title searches, appraisals, appraisal reviews, fee title or permanent easement acquisitions and closings, tenant negotiations, etc.)
- Eminent Domain and Condemnation Services
- Payment for easements
- Tree Survey and Tree Preservation Plans
- Plan, Perspective, Elevation, Section or 3D Illustrative Exhibits of Landscape Architecture Design
- Construction observation



HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2017

Professional Services	Billing Rate Range
Principal	\$195- \$280
Senior Professional	\$165- \$250
Professional	\$110- \$180
Junior Professional	\$85- \$135
Senior Technician	\$95- \$130
Technician	\$45- \$115
Senior Field Personnel	\$100- \$165
Field Personnel	\$60- \$145
Junior Field Personnel	\$50- \$90
Administrative Coordinator	\$100-\$140
Administrative	\$55- \$115
Corporate Admin	\$70- \$120
Operators/Interns	\$30- \$100

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day, whichever is less.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.



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

DEPARTMENT OF PUBLIC WORKS

September 21, 2017

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

From: Justin Nickel
Public Works Director

Re: Award Construction Contract – Jasper Construction Services, Inc. for South Center Street Bridge over Linn Creek Repair Project (STR 17006) in the amount of \$95,625.00.

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

Recommendation: Staff recommends awarding the construction contract to Jasper for structural repairs to the Center Street Bridge over Linn Creek for an amount equal to \$95,625.00. The Engineers Estimate of probable cost was \$89,138.00.

Background: The metal expansion joint on the north abutment of the bridge is failing, causing concrete deterioration around the joint. The metal joint needs to be removed and replaced prior to snow season to avoid serious damage if a snowplow were to catch the joint and rip it out of place. The bridge will be closed for up to three weeks while the repairs are made. A marked detour will be provided to motorists and notice of closure will be sent to the press and advertised by dynamic messaging along Center Street prior to closure.

Budget Impact: The Road Use Tax funds are sufficient to cover this unplanned expense.

Attachment: Agreement

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin



RESOLUTION ACCEPTING AND AWARDING THE BID FOR REPAIR OF THE SOUTH
CENTER STREET BRIDGE OVER LINN CREEK IN THE CITY OF MARSHALLTOWN,
IOWA IN THE AMOUNT OF \$95,625.00
PROJECT NUMBER STR17006

WHEREAS the City of Marshalltown, Iowa, requested bids from various construction contractors, for construction therefore,

WHEREAS Jasper Construction Services, Inc. submitted a low bid of \$95,625.00 delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
JASPER CONSTRUCTION SERVICES, INC.	\$95,625.00
CRAMER AND ASSOCIATES, INC	\$111,248.00
HERBERGER CONSTRUCTION CO.	\$117,182.00
PETERSON CONTRACTORS, INC	\$134,548.70

After consideration of all bids filed, it was determined by the Council that the bid of Jasper Construction Services, Inc. is the best and lowest responsible bid as is herein outlined.

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

That the bid Of Jasper Construction Services, Inc. for providing construction in the City of Marshalltown, Iowa, in the amount of \$95,625.00 is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 25th day of September 2017, and signed this ____ day of September 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CONTRACT

Bridge Repair:
South Center Street over Linn Creek
FHWA No. (035400)

THIS AGREEMENT, made and entered into by and between the **City of Marshalltown**, Marshall County, Iowa, hereinafter referred to as the "**Owner**", and "Jasper Construction Services, Inc.", hereinafter referred to as the "**Contractor**":

WITNESSETH: That the Contractor for and in consideration of the sum Ninety-Five Thousand Six Hundred Twenty-Five dollars and .00/100 (\$95,625.00), payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	DOLLAR AMOUNT
1	REMOVALS, AS PER PLAN	1	LS	\$22,000.00	\$22,000.00
2	STRUCTURAL CONCRETE (BRIDGE)	10.2	CY	\$3,000.00	\$30,600.00
3	REINFORCING STEEL, EPOXY COATED	1,794	LB	\$2.50	\$4,485.00
4	STEEL EXTRUSION JOINT WITH NEOPRENE	74.0	LF	\$250.00	\$18,500.00
5	NEOPRENE GLAND INSTALLATION AND TESTING	74.0	LF	\$60.00	\$4,440.00
6	SAFETY CLOSURE	2	EACH	\$250.00	\$500.00
7	TRAFFIC CONTROL	1	LS	\$2,300.00	\$2,300.00
8	MOBILIZATION	1	LS	\$12,800.00	\$12,800.00
TOTAL ITEMS 8					\$95,625.00

Said agreement and a true copy of said plans and specifications are now on file in the office of the Public Works Director of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Performance, Payment and Maintenance Bond and the General

and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Upon execution of this contract and prior to commencing any work, the Contractor shall furnish the Performance, Payment, and Maintenance Bond in the form provided by the City of Marshalltown for the sum equal to the total amount of the project. The maintenance section of the bond shall guarantee suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of four (4) years for all improvements following completion of construction.

That it is further understood and agreed by the parties of this contract that the above work will be substantially completed and open to traffic by 5:00 P.M. (CST) on or before November 17, 2017, and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the completion date specified or the working day count totals more than the allotted total of 15 working days, liquidated damages will be assessed at \$1,500.00 per day as specified in the Proposal form. Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Marshall County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

By _____

ATTEST: _____

CONTRACTOR

By _____

Business Address

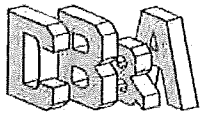
CITY OF MARSHALLTOWN - REPAIR OF S. CENTER ST. BRIDGE OVER LINN CREEK

CBA No. 2017163 Letting date: SEPTEMBER 12, 2017



BRIDGE REPAIR			CB&A COST OPINION			JASPER CONSTRUCTION		CRAMER AND ASSOCIATES, INC.		HERBERGER CONSTRUCTION CO.,		PETERSON CONTRACTORS, INC.	
Code No.	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 2401-6750001	REMOVALS, AS PER PLAN	1	LS	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$35,000.00	\$35,000.00	\$35,800.00	\$35,800.00	\$51,000.00	\$51,000.00
2 2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	10.2	CY	\$3,500.00	\$36,700.00	\$3,000.00	\$30,600.00	\$3,500.00	\$35,700.00	\$3,300.00	\$33,660.00	\$1,230.00	\$12,546.00
3 2404-7775005	REINFORCING STEEL, EPOXY COATED	1,794	LB	\$2.00	\$3,588.00	\$2.50	\$4,485.00	\$2.00	\$3,588.00	\$3.00	\$5,382.00	\$3.05	\$5,471.70
4 2413-1200000	STEEL EXTRUSION JOINT WITH NEOPRENE	74.0	LF	\$200.00	\$14,800.00	\$250.00	\$18,500.00	\$230.00	\$17,020.00	\$300.00	\$22,200.00	\$300.00	\$22,200.00
5 2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	74.0	LF	\$75.00	\$5,550.00	\$60.00	\$4,440.00	\$60.00	\$4,440.00	\$60.00	\$4,440.00	\$70.00	\$5,180.00
6 2518-6910000	SAFETY CLOSURE	2	EACH	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$300.00	\$600.00
7 2528-8445110	TRAFFIC CONTROL	1	LS	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$2,550.00	\$2,550.00
8 2533-4980005	MOBILIZATION	1	LS	\$12,000.00	\$12,000.00	\$12,800.00	\$12,800.00	\$10,000.00	\$10,000.00	\$11,200.00	\$11,200.00	\$35,000.00	\$35,000.00
		Subtotal			89,138.00		95,625.00		111,248.00		117,182.00		134,547.70
Total Bid Price					\$89,138.00		\$95,625.00		\$111,248.00		\$117,182.00		\$134,547.70
Bid as Read							\$95,625.00		\$111,248.00		\$117,182.00		\$134,547.70

Bid Results Reviewed by Calhoun-Burns and Assoc. September 12, 2017



CALHOUN-BURNS AND ASSOCIATES, INC.
BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

September 12, 2017

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

**RE: CITY OF MARSHALLTOWN
S. CENTER STREET BRIDGE REPAIR
RECOMMENDATION TO AWARD CONTRACT**

Enclosed for your review and approval is a copy of tabulations of bids for all bidders. Calhoun-Burns & Associates received bids until 10:00 A.M. on September 12, 2017 for the S. Center Street Bridge repair project. A total of four bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
Jasper Construction Services, Inc.	\$95,625.00
Cramer and Associates, Inc.	\$111,248.00
Herberger Construction Co., Inc.	\$117,182.00
Peterson Contractors, Inc.	\$134,547.70

We have thoroughly evaluated the bid by the apparent low bidder, Jasper Construction Services, Inc. of Newton, Iowa, and have determined that the contract price is considered fair and reasonable in the amount of \$95,625.00.

The Engineers Estimate of cost for the project was \$89,138.00. The average of the four bids received was approximately \$114,650.68. The low bid received from Jasper Construction Services, Inc. was \$95,625.00 or approximately 7% above the Engineers Estimate of cost.

We recommend the City of Marshalltown designate Jasper Construction Services, Inc. as the apparent low bidder and award the contract to Jasper Construction Services, Inc. in the amount of \$95,625.00 for the S. Center Street Bridge repair project.

A copy of the bid tabulation is enclosed.

If you have any questions or comments concerning the project, please contact us at (515) 224-4344.

Sincerely,

Jeff M. Fadden, P.E.

Enclosure

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com



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

DEPARTMENT OF PUBLIC WORKS

September 21, 2017

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

From: Justin Nickel
Director of Public Works

Re: Transportation Alternatives Program Grant Agreement—for construction of Iowa River Trail from Summit Street to Iowa River

Policy Issue: City policy requires Governing Body approval of all intergovernmental agreements

Recommendation: Staff recommends approving the TAP Agreement with the DOT for funding the Iowa River Trail not to exceed \$247,500.

Background: The TAP agreement funds the design and construction of trail and bridge rehabilitation from Summit Street to the Iowa River Bridge.

Budget Impact: This project will be funded with 75% SRT funds and 25% local match from the local Trails group. These TAP funds will serve as the 25% match. No City funding is required.

Attachment: TAP Agreement.

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin



RESOLUTION

A RESOLUTION TO APPROVE THE IOWA RIVER TRAIL
FY 2019 REGION 6 TRANSPORTATION ALTERNATIVE PROGRAM
GRANT FOR \$247,500

Whereas the Region 6 Planning Commission has approved \$247,500 of FY 2019 Transportation Alternatives Program funds to rehabilitate former UPRR bridges to recreational trail use from the N end of the Summit Bridge to the S side of the Iowa River, and

Whereas the match for this project will come from the State Recreational Trail program 7/1/16 \$650,000 contract.

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

Section 1: Approve this \$247,500 Region 6 TAP application for FY 2019 to rehabilitate 6 bridges over this section of the Iowa River Trail. The match for this will be from the \$650,000 State Recreational Trail application.

Section 2: the City of Marshalltown will adequately maintain the completed project for its intended public use for a minimum of 20 years following project completion.

Approved this ____ day of _____, 2017.

Jim Lowrance, Mayor of Marshalltown.

Attest:

REQUEST FOR TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

General Information

RPA or MPO: Region 6 Planning

Eligible Sponsor/Applicant Agency: City of Marshalltown

Contact Person (Name & Title): Justin Nickel, Public Works Director

Email: jnickel@ci.marshalltown.ia.us

Complete Mailing Address: 36 N Center Street

Street Address and/or Box No.

<u>Marshalltown</u>	<u>Iowa</u>	<u>50158</u>	<u>641-754-5734</u>
City	State	Zip	Daytime Phone

If more than one agency or organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second agency. *(Attach an additional page if more than two agencies are involved.)*

Applicant Agency: _____ e-mail: _____

Contact Person (Name & Title): _____

Complete Mailing Address: _____

Street Address and/or Box No.

City	State	Zip	Daytime Phone
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Project Information

Project Title: Iowa River Trail Bridge Rehabilitation from Marshalltown to South Side of Iowa River

Project Description (including length if applicable) required: Rehabilitate 6 former wooden railroad bridges into recreational trail bridges from the East Side of Radio Tower Road to the South Side of the Iowa River Bridge.

If this project includes land acquisition, how many acres? 0

Project Category **Check all boxes that apply to indicate the categories that best describe your project.**

① Trails and Bicycles

- ☒ Facilities for pedestrians and bicycles including safe routes for non-drivers
- ☐ Conversion and use of abandoned railway corridors

② Scenic and Historic

- ☐ Construction of turnouts, overlooks and viewing areas
- ☐ Inventory, control, or removal of outdoor advertising
- ☐ Historic preservation and rehabilitation of historic transportation facilities
- ☐ Archeological activities relating to impacts from another eligible activity

③ Safe Routes to School (SRTS)

- ☐ Infrastructure (Sidewalks / trails / signals / signs addressing K-8 need)
- ☐ Noninfrastructure (Public Awareness, education, training, etc...)

④ Environmental

- ☐ Vegetation management practices in transportation rights-of-way
- ☐ Highway related stormwater management
- ☐ Reduction of vehicle-caused wildlife mortality or restoration of habitat connectivity

Estimated Project Development Schedule

Design	Start Date	<u>August 1, 2013</u>	Completion Date	<u>May 1, 2014</u>
Land Acquisition	Start Date	<u></u>	Completion Date	<u></u>
Construction	Start Date	<u>July 1, 2014</u>	Completion Date	<u>December 1, 2014</u>
Noninfrastructure	Start Date	<u></u>	Completion Date	<u></u>

Has any part of this project been started? ☐ Yes ☒ No

If yes, explain: _____

Documentation and Narrative Information

The following documents and narratives must be attached to this application. In the upper right-hand corner of each document or narrative write the corresponding letter shown below.

- ☒ A. A NARRATIVE assessing existing conditions, outlining the concept of the proposed project, and providing adequate project justification. Transportation Alternatives must have a direct relationship to the intermodal transportation system, either as it exists or as it is planned. Assess your project in regard to the transportation system relative to its functional relationship, proximity, or impact to an existing or planned transportation facility. If a regional project, assess the value of this project from a regional perspective and how it will be a functional addition to the transportation system and the region as a whole if no additional development funds are received. If a statewide or multi-regional project, assess the value of this project from a statewide or multi-regional perspective.
- ☒ B. If applicable, a DETAILED MAP identifying the location of the project.
- ☒ C. If applicable, a SKETCH-PLAN of the project, including cross-section for bicycle or pedestrian facilities.
- ☒ D. An ITEMIZED BREAKDOWN of the total project costs. This documentation does not need to be a detailed, line-item type of estimate. However, it must accomplish two objectives: first, it must show the method by which the cost estimate was prepared; and second, it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A.
- ☒ E. A TIME SCHEDULE for the total project development. Funding for projects which fail to make satisfactory progress may be rescheduled or removed from the program by the Iowa Department of Transportation.
- ☒ F. An OFFICIAL ENDORSEMENT of the project from the authority to be responsible for its maintenance and operation. The authority must provide written assurance that it will adequately maintain the completed project for its intended public use for a minimum of 20 years following project completion (10 years for SRTS projects).
- ☐ G. If applicable, a LETTER of SUPPORT of the project from the scenic or historic byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will have a statewide or multi-regional impact, and whether the project is included in the byway's current corridor management plan.
- ☒ H. A NARRATIVE discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance.

MINORITY IMPACT STATEMENT

(Iowa DOT Form 105101)

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction Costs – these may be based on historical averages for entire projects of similar size and scope.

Examples include:

- Typical cost / mile of trail (i.e. \$200,000 per mile for moderate terrain and limited number of structures)
- Typical cost / square foot of bridge deck
- Typical cost / square foot of new or renovated building space
- Typical cost / lineal foot of sidewalk

Design / Inspection Costs – these may be estimated based on the following typical percentages of construction costs:

- 8-10% for preliminary up through final design and letting activities
- 12-15% for construction inspection activities

Right-of-way Acquisition Costs – these may be estimated based on the following:

- Impact and description of impact
- Typical cost / square foot for permanent right-of-way
- Typical cost / square foot for temporary easements

Utility and Railroad Costs – these may be estimated based on the following:

- Impact and description of impact
- Typical cost / linear foot of relocated or reconstructed facility (track, pipe, electrical lines, etc.)
- Typical cost / installation (RR switches, utility poles, transformers, control boxes, etc.)

Indirect Costs -- if indirect costs are involved, e.g., wages

- Estimated hours
- Estimated hourly rate, salary
- Estimated fringe, direct
- Other direct cost estimate
- Other indirect cost estimate

RESOLUTION NO. _____

Resolution authorizing the issuance of \$12,720,000 General Obligation Municipal Building Bonds, Series 2017, and providing for the levy of taxes to pay the same

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

WHEREAS, City has previously issued its General Obligation Municipal Building Bonds in the amount of \$4,780,000 for such purpose; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Municipal Building Bonds, Series 2017, in the amount of \$12,720,000 (the “Bonds”) were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the City’s municipal advisor determined that the bid of R.W. Baird & Co., Inc., Milwaukee, Wisconsin (the “Purchaser”), was the best, and the Council awarded the Bonds to the Purchaser; and

WHEREAS, it is now necessary to authorize the issuance of the Bonds;

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

Section 1. The Bonds are hereby authorized to be issued, in the total aggregate principal amount of \$12,720,000, to be dated October 10, 2017, in the denomination of \$5,000 each, or any integral multiple thereof, maturing on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2019	\$535,000	3.00%	2028	\$375,000	3.00%
2020	\$525,000	3.00%	2029	\$390,000	3.00%
2021	\$155,000	3.00%	2030	\$915,000	3.00%
2022	\$100,000	3.00%	2031	\$950,000	3.00%
2023	\$505,000	3.00%	2032	\$990,000	3.00%
2024	\$515,000	3.00%	2034	\$2,080,000	3.00%
2025	\$535,000	3.00%	2035	\$1,105,000	3.00%
2026	\$350,000	3.00%	2036	\$1,155,000	3.00%
2027	\$360,000	3.00%	2037	\$1,180,000	3.00%

Section 2. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Bond Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying

Agent Agreement”) with the Bond Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City, and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to prepay part or all of the Bonds maturing in each of the years 2026 through 2037, inclusive, prior to and in any order of maturity on June 1, 2025, or on any date thereafter upon terms of par and accrued interest.

Principal of the Bond maturing on June 1, 2034, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2033, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amount:

<u>Year</u>	<u>Principal Amount</u>
2033	\$1,020,000
2034	\$1,060,000(Maturity)

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2018. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the name of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an

interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA MARSHALL COUNTY
CITY OF MARSHALLTOWN

GENERAL OBLIGATION MUNICIPAL BUILDING BOND, SERIES 2017

No. _____ \$ _____

RATE	MATURITY DATE	DATE	CUSIP
_____%	June 1, _____	October 10, 2017	572767 _____

The City of Marshalltown (the "City"), in Marshall County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above, from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2018, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Municipal Building Bonds, Series 2017 (the "Bonds") issued by the City in the aggregate principal amount of \$12,720,000, for the purpose of paying the cost, to that extent, of constructing, furnishing and equipping a facility for the joint use of the municipal police and fire departments.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2017, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted and

approved on September 25, 2017, providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to prepay part or all of the Bonds maturing in each of the years 2026 through 2037, inclusive, prior to and in any order of maturity on June 1, 2025, or on any date thereafter upon terms of par and accrued interest. In addition, principal of the Bond maturing on June 1, 2034 is subject to mandatory redemption (by lot, as selected by the Registrar) on the date and in accordance with the mandatory redemption schedule set forth in the Resolution, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the

principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of October 10, 2017.

CITY OF MARSHALLTOWN, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

BANKERS TRUST COMPANY

Des Moines, Iowa

Registrar

By (Authorized Signature)

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor)
			under Uniform Transfers to Minors Act
			_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 5. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds.

Section 6. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2018,
sufficient to produce the net annual sum of \$916,600;

For collection in the fiscal year beginning July 1, 2019,
sufficient to produce the net annual sum of \$890,550;

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$504,800;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$445,150;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$847,150;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$842,000;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$846,550;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$645,500;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$645,000;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$649,200;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$652,950;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$1,166,250;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$1,173,800;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$1,185,300;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$1,185,600;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$1,195,000;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$1,208,200;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$1,225,050;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$1,215,400.

Section 7. A certified copy of this resolution shall be filed with the County Auditor of Marshall County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 6 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 8. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 9. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in

effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 25, 2017.

Mayor

Attest:

City Clerk

PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into as of the date hereof between **BANKERS TRUST COMPANY**, Des Moines, Iowa (the “Agent”) and the **CITY OF MARSHALLTOWN, IOWA** (the “Issuer”).

1. **Definition of Terms**—The terms “item,” “receipt,” “transfer,” “turnaround,” “process,” “business day,” and other terms used throughout this Agreement shall be deemed to have the meanings provided in the regulations promulgated pursuant to the Securities Exchange Act of 1934 and the Code of Iowa as amended and in effect from time to time.

2. **Issuance Resolution Incorporated By Reference**—The Agent agrees to act on behalf of the Issuer pursuant to the terms of this Agreement and pursuant to the Issuer’s resolution (the “Resolution”) authorizing and providing for the issuance of its \$12,720,000 General Obligation Municipal Building Bonds, Series 2017, dated October 10, 2017, (the “Bonds”). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. **Registrar Function**—The Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar and upon request of the Issuer shall from time to time deliver to the Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity the Agent is authorized at any time upon the surrender for cancellation of the Bonds to register the new Bonds for the principal amount of the Bonds so cancelled and to redeliver such new Bonds.

4. **Transfer Agent Function/Charges**—The Agent is hereby directed to record and authenticate the Bonds signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign the Bonds in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding Bonds and of the Bonds issued in exchange therefor signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

The Issuer and the Agent may also require payment by the person requesting an exchange or transfer of the Bonds of a service charge and a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of Bonds for the unredeemed portion of Bonds surrendered for redemption.

Upon request for cancellation of such Bonds the Agent shall record and authenticate new Bonds duly signed and deliver such Bonds to or upon the order of the person entitled thereto.

5. **Paying Agent Function**—The Agent is hereby authorized and shall make payments of principal and interest to the registered owners of the Bonds as follows:

(a) If payment is by check, at least three business days prior to each payment date and if payment is by wire transfer, at least one business day prior to each payment date, the Issuer will deposit with the Agent in such amount as is required to make such payment.

(b) On each payment date the Agent will pay the interest and principal due prior to the maturity date without surrender of the Bonds. For final payment of principal and interest, the Agent, upon presentation and surrender of the matured or called Bonds, will pay principal and interest to each registered owner of the Bonds as of the record date by mailing a check or wiring funds to each such owner. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption. Provided, however, that payment of principal shall be made not later than the second business day after receipt of the matured Bonds.

(c) When the Agent shall receive notice from the Issuer of its option to redeem the Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution.

6. **Form of Records**—The records of the Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. **Confidentiality of Records**—The Agent's records in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7, Code of Iowa. The Agent agrees that its use of the records will be limited to the purposes of this Agreement and that the Agent will make no private use or permit any private access thereto.

8. **Reliance Upon Certain Certifications and Representations**—The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advice of the Issuer's counsel; and may register any Bonds or may refuse to register any such Bonds if in good faith the Agent deems such refusal

necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

9. **Rules and Regulations Governing Registration**—The Agent shall comply at all times with such rules, regulations and requirements as may govern the registration, transfer and payment of registered Bonds including without limitation Chapter 76 and Sections 554.8101 et seq., Code of Iowa, and standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986.

10. **Signature of Officers**—In case any of the officers of the Issuer whose manual or facsimile signature appears on any Bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing, or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. **Record Date**—For purposes of determining the registered owners of the Bonds the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds (“Payment Date”) whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. **Three Days Turnaround**—The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. **Destruction of Cancelled Bonds**—The Agent will promptly cancel and destroy the Bonds which have been spoiled, surrendered to it for transfer, or with respect to which principal, premium, if any, and interest owing on such Bonds has been paid, and will provide the Issuer with a Certificate of Destruction certifying as to the destruction of such cancelled Bonds.

14. **Payment of Unclaimed Amounts**—In the event any payment check representing payment of interest or principal on the Bonds is returned to the Agent or is not presented for payment or if any Bonds are not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Resolution or on, or with respect to, such interest or principal. The Agent’s obligation to hold such funds shall continue until the expiration of the escheat period in accordance with applicable laws, at which time the Agent shall surrender any remaining funds so held in accordance with the applicable escheat laws.

15. **No Obligation to Invest**—The Agent will have no obligation to invest any funds in its possession.

16. **Compensation of the Agent**—The Issuer will pay the Agent reasonable compensation for its services based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between the Agent and the Issuer. The Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. **Bond Counsel**—When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice.

18. **Termination of Agreement**—This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, the Agent shall deliver to the Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by the Issuer.

19. **Examination of Records**—The Issuer or its duly authorized agents may examine all records relating to the Bonds at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of the Issuer or the Agent. The Agent, on request, will furnish the Issuer with a list of the names, addresses, and other information concerning the owners of the Bonds or any of them.

20. **Filing of Form 1099-INT**. To the extent it is determined by the Agent or Bond Counsel for the Issuer that reports are required to be filed, the Agent agrees to comply with the provisions of the Internal Revenue Code with respect to the filing with the Internal Revenue Service and furnishing to recipients of interest on the Bonds copies of Form 1099-INT, or its substitute, annually.

21. **Obligations, Rights and Privileges of the Agent**—The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Bonds and shall have the same rights and privileges the Issuer has in regard to those functions.

Dated as of October 10, 2017.

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

**BANKERS TRUST COMPANY
AGENT**

By _____
Trust Officer



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|------------------------------|
| • Book Entry Bonds | \$250 initial/\$500 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$1,000 annual |

*Initial Fees paid at Closing

*Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- | | |
|-------------------------------------|--------------------------------|
| • Dissemination Agent | \$1,000 annual |
| • Placement of CDs or Sinking Funds | \$500 per set up/outside BTC |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Tax credit Bond filing | \$500 annual |
| • Disbursement Agent | \$5,000 initial/\$3,000 annual |
| • Disbursement Agent wires/check | \$10 per wire or check |
| • Paying Costs of Issuance | \$500 one-time fee |

CHANGES IN FEE SCHEDULE

Bankers Trust reserves the right to renegotiate this fee schedule.

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

Effective September 1, 2015

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Marshalltown, Iowa (the “Issuer”), in connection with the issuance of \$12,720,000 General Obligation Municipal Building Bonds, Series 2017 (the “Bonds”), dated October 10, 2017. The Bonds are being issued pursuant to a resolution of the Issuer approved on September 25, 2017 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street, N.W., Suite 1000, Washington, D.C. 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2016-2017 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Debt Information
Financial Information
Property Tax Information

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13) or (14) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11) or (12) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have

no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: October 10, 2017

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

By _____
City Clerk



James L. Lowrance, Mayor
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

September 25, 2017

To: Mayor James L. Lowrance and City Administrator Jessica Kinser
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Fair Housing Initiative Program – Education and Outreach Initiative Grant

Policy Issue: The City has been administering housing programs with HUD funding since the late 70's. Throughout history we have seen fair housing issues become increasingly relevant. As we have seen an increase in our minority population, as fair housing laws have changed and as predatory lending practices are used, we feel there is an opportunity to outreach to and educate residents on their rights as they relate to fair housing.

Recommendation: The Housing & Community Development Department would like to apply for funding through the HUD Fair Housing Initiative Program – Education and Outreach Initiative to administer a grant program focused on education in our community. The request will be made to apply for \$125,000 from HUD. There is not a matching requirement however points are awarded for match provided. We will work to identify potential in-kind match or prior grant funding that may be available.

Background: This would be a new grant for the City of Marshalltown which we have not ever received in the past.

Budget Impact: In-kind match potential such as use of office space similar to the lead program structure.

Attachment: none

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Dan Kester, Bill Martin, Bethany Wirin



**RESOLUTION AUTHORIZING THE CITY HOUSING & COMMUNITY DEVELOPMENT
DEPARTMENT TO SUBMIT A FAIR HOUSING INITIATIVE PROGRAM GRANT TO THE
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

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 Housing & Community Development Department administers a variety of housing programs and has recognized a need for Fair Housing education and outreach in the community; and

WHEREAS the US Department of Housing & Urban Development (HUD) has funding available under the Fair Housing Initiative Program – Education and Outreach Initiative; and

WHEREAS City staff is preparing a grant application to be submitted to HUD for funding in an amount not to exceed \$125,000; and

WHEREAS the City Council has found the request to apply for funding to be in the best interest of the City.

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

Section 1. This Council hereby authorizes City staff to prepare and submit a grant application to the HUD for the Fair Housing Initiative Program – Education and Outreach Initiative grant.

Passed this ____ day of September 2017 and signed this ____ day of September 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Notice of Intent to Execute Subordination Agreement for
Property Interest at 310 Green Mountain Rd.

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

One

consecutive weeks on the days and dates as follows, to-wit
September 12, 2017

Statutory fees for publishing said notice are:
22.15

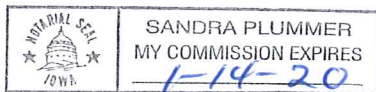
LeAnn Siemens

Sworn to before me and subscribed in my
presence by the said LeAnn Siemens, this
Fourteenth Day of Sept., 2017

Sandra Plummer

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

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

NOTICE OF INTENT TO
EXECUTE SUBORDINATION
AGREEMENT FOR PROPERTY
INTEREST AT 310 GREEN
MOUNTAIN RD., GREEN
MOUNTAIN, IOWA

Notice is hereby given that the City Council of Marshalltown Iowa will consider a tentative resolution to execute a subordination agreement for real property located at 310 Green Mountain Rd., Green Mountain, Iowa, and described as Lot 4, 5 and 6, Block 14 in the Town of Green Mountain, Marshall County, Iowa.

Said property was assisted with a forgivable loan from the City of Marshalltown Lead Hazard Control Program and a lien was filed to enforce the provisions of the forgivable loan recorded as Instrument No. 2015-00000439 in the records of Marshall County, Iowa. The subordination agreement may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa.

Notice is further given that the intent to execute a subordination agreement will come before the council for final action and public hearing on the 25th day of September 2017, in the Council Chambers at 10 West State Street, Marshalltown, Iowa and all comments or objections may be made at that time or prior thereto by filing same in writing with the City Clerk, 24 North Center Street, Marshalltown, Iowa, 50158. Dated at Marshalltown, Iowa, this 12th day of September 2017.

— — — — — 23936

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 310 GREEN MOUNTAIN RD., GREEN MOUNTAIN, IOWA, 50632, LEAD ABATEMENT
PROJECT 53514097**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 11th day of September 2017, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 310 Green Mountain Rd., Green Mountain, Iowa, property hereinafter described; and

WHEREAS published notice as required by law of the intended acceptance of the subordination agreement by the CITY OF MARSHALLTOWN, IOWA, of the real estate lien has all been duly published and no objections to the proposed subordination have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed subordination as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2015-00000439 in the records of Marshall County, Iowa so the property owners may refinance their home mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 11th day of September 2017, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

Lot 4, 5 and 6, Block 14 in the Town of Green Mountain, Marshall County, Iowa.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 2017, and signed this _____ day of _____ 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Joseph and Jordan Soy are the owners of the following described premises:

Lot 4, 5 and 6, Block 14 in the Town of Green Mountain, Marshall County, Iowa.

WHEREAS said property owners have executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2015-00000439 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS State Farm Bank, FSB ISAOA/ATIMA has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of State Farm Bank, FSB ISAOA/ATIMA; and

The City of Marshalltown further acknowledges the mortgage of State Farm Bank, FSB ISAOA/ATIMA as a first and prior lien upon said premises, not to exceed \$56,500.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of State Farm Bank, FSB ISAOA/ATIMA and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____, 2017 before me, a Notary Public, appeared James L. Lowrance, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:



The City of Marshalltown, Iowa
James L. Lowrance, Mayor
Jessica Kinser, City Administrator
Bob Ranson, Superintendent WPC
1001 Woodland Street
Marshalltown, IA 50158-1810
Tel - (641) 754-5709
Fax - (641) 754-5741
Email - branson@ci.marshalltown.ia.us

WATER POLLUTION CONTROL

MEMORANDUM

Date: September 7, 2017

To: Mayor, City Council, City Administrator, Public Works Director, and City Clerk

From: Bob Ranson, Superintendent WPCP

Re: Pretreatment Streamlining Addition to the City Code of Ordinances

The City of Marshalltown was issued a new NPDES permit in 2016 from the Iowa Department of Natural Resources. A stipulation of that permit is to evaluate the approved pretreatment program. See the following insert from the NPDES permit:

5. The City shall evaluate the approved pretreatment program for compliance with 40 CFR 403 and Iowa Administrative Code 567 – Chapter 62, specifically with regards to the pretreatment streamlining rule published in the Federal Register on October 14, 2005. Complete the evaluation and submit to the Department a report containing the findings of the evaluation, including a proposal for modifications to correct any deficiencies that are identified, by [one year from permit issuance].

Winnie Gleason with Fox Engineering evaluated our pretreatment program and city ordinances and prepared a report to submit to the IDNR. In that report, several items were identified that were required to be adopted to comply with the 2005 Streamlining Rules from the EPA, and also some optional rules that could be adopted but were not mandatory.

Roger Schoell reviewed the report and submitted a highlighted copy of the proposed modifications or additions to the City Code for review and approval by the IDNR. The modifications and additions were for the mandatory additions only and did not include any optional revisions. These documents were submitted to the IDNR for approval in April. The IDNR approved the modifications to the City Code.

Roger Schoell was asked to prepare one change to the proposal by adding one of the optional revisions. The optional revision allows me the authority to permit qualifying industries as a Non-Significant Categorical Industrial User (NSCIU). This would allow industries that produce less than 100 gallons per day of categorical wastewater and comply with all other applicable pretreatment standards, to have reduced monitoring and would not be required to hold a pretreatment permit with the City.

The IDNR has reviewed and approved the additional proposed modifications. Therefore, I will be presenting Council with a resolution requesting the adoption of these changes to our ordinance.



August 29, 2017

BOB RANSON, SUPT.
CITY OF MARSHALLTOWN
24 N CENTER ST
MARSHALLTOWN IA 50158-4912

RE: Program Modifications – Streamlining Requirements

Dear Mr. Ranson:

I have reviewed your updated request to modify the City of Marshalltown's Pretreatment Program submitted on August 23, 2017. The proposed modifications to the sewer use ordinance will allow the program to comply with the Pretreatment Streamlining Rules promulgated by EPA on October 14, 2005 and adopted by the State of Iowa on November 15, 2006.

As proposed, the modifications directly reflect the revisions to 40 CFR 403. As noted in the preamble of the Streamlining Rule, modifications that directly reflect the revisions to 40 CFR 403 are to be treated as non-substantial modifications. Pursuant to 40 CFR 403.18(d) the proposed changes are considered approved by the department. Please provide me with a copy of the final sewer use ordinance reflecting the approved revisions along with the date the ordinance is effective.

The City is required by its NPDES permit to continue to implement the local pretreatment program and any amendments thereto. Approval of these revisions is considered an amendment to the pretreatment program. Permits must be modified or reissued, as necessary, to significant industrial users to require compliance with the revisions.

The City has complied with the pretreatment requirements on page 18 of the NPDES permit issued on May 1, 2016. The Department appreciates your attention to this matter.

If you have any questions, please contact me at 515-725-8406 or ben.hucka@dnr.iowa.gov.

Sincerely,



Ben Hucka
NPDES Section

CC: Paul Marshall, USEPA Region VII
Field Office 5

ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA BY AMENDING SECTIONS IN CHAPTER 28, WATER AND
SEWER, OF THE CITY CODE, DIVISION 4. RELATING TO NONRESIDENTIAL PRETREATMENT
REGULATIONS

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 28-77 (a) 3 and enacting the following as a substitute:

Sec. 28-77. Definitions and abbreviations.

3.) *Authorized representative of the industrial user* means as follows:

i.) If the industrial user is a corporation:

ii.) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function or any other person who performs similar policy- or decision-making functions for the corporation.

iii.) The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25,000,000.00, in second quarter 1980 dollars, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

If the industrial user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

If the industrial user is a federal, state or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

The individuals described in subsections (i) and (ii) of this definition may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

3.5.) *Authorized signor of documentation of compliance* means any individual authorized to sign documentation of compliance must have the ability to authorize funds and personnel as needed to ensure compliance with pretreatment standards. *****

Section 2. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by adding new section 28-77 (31A):

Sec. 28-77. Definitions and abbreviations.

31A.) The Control Authority may reduce oversight of certain Industrial Users that may be reclassified as NonSignificant Categorical Industrial Users (NCSIUs). [§403.3(v)(2); 403.8(f)(2)(v); 403.12(e)(3)(i)]: Previously, all IUs falling under a Federal-listed Category were designated as Categorical Industrial Users (CIUs), no matter the size of the operations. The amendment creates two additional classifications for CIUs:

- i. Non-significant CIU: CIUs that consistently comply with applicable pretreatment standards consistently discharge less than 100 gpd of categorical wastewater, and never discharge any untreated concentrated wastewater may be classified as Non-Significant CIU. This classification reduces the monitoring requirements for an industry and does not require that the facility have a pretreatment permit. However, they must continue to comply with applicable pretreatment standards and requirements and provide annual certification of compliance.

- ii. Middle Tier CIU: CIUs which are: 1) <0.01% of POTW's design dry weather hydraulic capacity or 5,000 gpd, whichever is smaller (measured by continuous effluent flow monitoring unless the CIU is a batch discharger; AND 2) <0.015 of POTW's design dry weather treatment capacity; AND 3) <0.01% of the Maximum Allowable Headworks Loading (MAIL) for any local limits.

To be eligible for classification as a Middle Tier CIU, the CIU must not have been in SNC for any time in the previous two years and the daily flow rates, production levels, or pollutant levels cannot vary significantly whereby reduced reporting would not be representative of operating conditions. Adoption of these classifications allows for reduced monitoring and regulatory burden for CIUs with very low flows and potential to impact the POTW.

Section 3. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 28-84 (a) and enacting the following as a substitute:

Sec. 28-84. Accidental discharges (slug loads).

a.) Generally. Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this division. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the city for review and shall be approved by the city before construction of the facility and each user shall verify the status of the slug control plan for any renewal cycle.

No user who commences contribution to the POTW after the effective date of the ordinance from which this division derives shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the city. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this division. If an accidental discharge (slug load) occurs, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of the discharge, the type of waste, the concentration and volume, and corrective actions.

Section 4. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 28-85 and enacting the following as a substitute:

Sec. 28-85. Accidental discharge/slug control plans.

For the purpose of this division, the director may require any industrial user to develop and implement an accidental discharge/slug control plan. At least once every two years the director shall evaluate whether each significant industrial user needs a plan. Any industrial user required to develop and implement an accidental discharge/control slug plan shall submit a plan that addresses, at a minimum, the following:

- a.) Description of discharge practices, including nonroutine batch discharges.
- b.) Description of stored chemicals.
- c.) Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge that would violate any of the prohibited discharges in section 28-78.
- d.) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include but are not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants including solvents, and/or measures and equipment for emergency response.
- e.) Industrial users are required to notify the director immediately of any changes at its facility affecting the potential for a slug discharge.

Section 5. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 28-92 and enacting the following as a substitute

Sec. 28-92. Inspection and sampling.

The city shall inspect the facilities of any user to ascertain whether the purpose of this division is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination/copying or in the performance of any of their duties. The city, approval authority and Environmental Protection Agency shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into the premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the city, approval authority and Environmental Protection Agency will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Sampling of an industrial user's wastewater shall be required at least semiannually (once every six months). The POTW may choose to monitor in lieu of requiring the industrial user to perform the self-monitoring. If sampling conducted by the industrial user indicates a violation, the user must repeat the sampling and submit analytical results within 30 days after becoming aware of the violation. If the industrial user performed the initial sampling, the user must notify the POTW within 24 hours of becoming aware of the violation in addition to performing the follow-up sampling and analysis. Industrial users that are identified as "significant" are required to report all monitoring results to the POTW.

In cases of violation where the POTW has assumed responsibility for sampling in lieu of the industrial user, the POTW must repeat the sampling and analysis. An exception of that requirement is made if the POTW performs the sampling at the facility at a frequency of at least once a month or if the POTW performs sampling at the industrial user between the time of the initial sampling and the receipt of the results of that sampling.

Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composited sampling techniques, unless the POTW authorized time-proportional composite sampling or grab sampling. Where the POTW authorizes time-proportional composite sampling or grab sampling, (1) the samples must be representative of the discharge, and (2) the justification for the decision to allow the alternative sampling must be documented in the IU's file for that facility or facilities. When grab samples are determined to be applicable for representative sampling under certain circumstances, the POTW shall determine and document the number of grab samples necessary to assess and assure compliance with applicable limits.

Section 6. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2017, and signed this ____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ADNo: 23964 Customer Number: L02000
Customer Name: Company: CITY OF MARSHALLTOWN
Address: 24 N CENTER ST.
City/St/Zip: MARSHALLTOWN ,IA 50158
Phone: (641) 000-0000 Solicitor: 01
Category: 10 Class: 1000 Rate: LE-0 Start: 9-19-2017 Stop: 9-19-2017
Lines: 64 Inches: 6.63 Words: 253

Credit Card: Expire:
Order Number:
Cost: 27.26 Extra Charges: .00 Adjustments: .00
Payments: .00 Discount: .00
Balance: 27.26

NOTICE OF PUBLIC HEARING

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

THE WEST 123 FEET OF SWAYZE STREET BETWEEN BLOCK 1 AND BLOCK 6; AND THE WEST 123 FEET OF UNION STREET BETWEEN BLOCK 6 AND BLOCK 7, ALL IN SUNRISE ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EXISTING EASEMENTS FOR UTILITY PURPOSES.

From the City Of Marshalltown to CRYSTAL DISTRIBUTING INC. The consideration for such conveyance shall be the sum of \$100.00 plus costs of transfer and publication.

The final action on the Ordinance VACATING PUBLIC USE and the TENTATIVE RESOLUTION CONVEYING by QUIT CLAIM DEED now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on the 25th day of September, 2017, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

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

Shari L. Coughenour, CMC, City Clerk of Marshalltown Iowa.
-----23964

Ord 14968
Crystal Distr
Ord. vacate
Nph & Convey

9/22/17
Have not rec'd pub affidavit yet

9/6/2017

Justin Nickel, P.E.

Director of Public Works

24 N. Center Street

Marshalltown, Iowa

Dear Justin,

I am writing to you on behalf of Crystal Distribution here in Marshalltown, IA. As discussed in previous conversations, Crystal Distribution, located at 816 Union St., is interested in purchasing 2 pieces of property from the city of Marshalltown. The first piece of property is located in the 800 block of Union St. and the second property is located in the 800 block of Swayze St.

We have received and looked over the estimated value of the properties sent to us from the city. Upon further discussions with Tom Poe, President and CEO of Crystal Distribution Services headquartered in Waterloo, IA, we feel we are ready to move on to the next step in the process and make a formal counter offer to the city of Marshalltown for the purchase of these properties.

For the two pieces of property that we interested in purchasing Crystal Distribution would be willing to pay the sum of \$100.00 to the city of Marshalltown. Please pass along this offer to all parties involved in the decision making process and also please put us on the agenda for the next City Council meeting. We look forward to discussing this matter further with the City Council members and the Honorable Mayor Lowrance.

Thank you for taking the time to consider our request and please feel free to contact me with any questions or comments that you might have concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Lowrance", with a long horizontal flourish extending to the right.

Chris Lowrance

Crystal Distribution

ORDINANCE NO. 14968

ORDINANCE TO VACATE A PORTION SWAYZE STREET AND UNION STREET
LOCATED IN SUNRISE ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA,
AND TO CONVEY SAME TO CRYSTAL DISTRIBUTION SERVICES, INC.

BE IT ORDAINED by the City Council of the City of Marshalltown, Iowa:

SECTION 1. That the following described area be and the same is hereby vacated and the
rights of public use therein IS thereby terminated.

THE WEST 123 FEET OF SWAYZE STREET BETWEEN BLOCK 1 AND
BLOCK 6; **AND** THE WEST 123 FEET OF UNION STREET BETWEEN
BLOCK 6 AND BLOCK 7, ALL IN SUNRISE ADDITION TO THE TOWN OF
MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EXISTING
EASEMENTS FOR UTILITY PURPOSES.

SECTION 2. That the aforesaid real estate is not being used in any manner by the City of
Marshalltown, Iowa, is not required for any public purpose, and no rights of private persons will
be adversely affected by the vacation proceedings provided for herein.

SECTION 3. That this ordinance shall convey legal title to the real estate described in
Section 1 above, subject to the reservation of existing easements for utility purposes, to
Crystal Distribution Services, Inc., an adjacent property owner, without further notice or
hearing.

SECTION 4. In accordance with Section 354.23 of the Code of Iowa, this ordinance
shall operate as a conveyance of the aforesaid real estate to Crystal Distribution Services,
Inc., an adjacent property owner, and upon passage and recording of this ordinance, the
ordinance shall be the equivalent of a Deed of Conveyance and shall be indexed as a
conveyance by the Recorder and Auditor of Marshall County, Iowa.

SECTION 5. There is hereby reserved by the City of Marshalltown all existing
easements for utility purposes.

SECTION 6. The vacated area shall be shall be conveyed to Crystal Distribution Services, Inc. as follows:

THE WEST 123 FEET OF SWAYZE STREET BETWEEN BLOCK 1 AND BLOCK 6; **AND** THE WEST 123 FEET OF UNION STREET BETWEEN BLOCK 6 AND BLOCK 7, ALL IN SUNRISE ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO EXISTING EASEMENTS FOR UTILITY PURPOSES.

SECTION 7. This ordinance shall be set for public hearing on the ____ day of _____, 2017, as by law provided. The City Clerk is directed to publish notice thereof and to send notice by mail to the adjoining land owners.

SECTION 8. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

SECTION 9. All ordinances or parts of ordinances in conflict the provisions of this ordinance are hereby repealed.

Passed by Council on this ____ day of _____, 2017, and on the ____ day of _____, 2017, the Mayor did the following:

____ approved the ordinance; ____ vetoed the ordinance; ____ took no action on the ordinance.

Mayor

Attest: _____
Clerk

I certify the following ordinance was posted as required by law on the ____ day of _____, 2017.

City Clerk

**RESOLUTION ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE
VACATION, CONVEYANCE, AND TRANSFER OF TITLE TO THE STREETS
HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO
CRYSTAL DISTRIBUTION SERVICES, INC., AND AUTHORIZING EXECUTION
AND DELIVERY OF A QUIT CLAIM DEED.**

WHEREAS, the Council of the City of Marshalltown, Iowa, did, on the ____ day of _____, 2017, place on file a Tentative Resolution proposing to vacate, convey and transfer a part of Swayze Street and Union Street located in Marshalltown, Iowa, as hereinafter described and owned by the CITY OF MARSHALLTOWN, IOWA, to Crystal Distribution Services, Inc.; and

WHEREAS, published notice as required by the law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the streets described hereinafter has been duly published and no objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration therein described and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS, the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to Crystal Distribution Services, Inc., of said streets.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the ____ day of _____, 2017, whereby it is proposed to vacate, convey, and transfer title subject to existing easements of record for utility purposes of a part of Swayze Street and Union Street located in the City of Marshalltown, Iowa, described as follows:

The West 123 feet of Swayze Street between Block 1 and Block 6; **AND** The West 123 feet of Union Street between Block 6 and Block 7, all in Sunrise Addition to the Town of Marshall, Marshall County, Iowa, subject to existing easements for utility purposes,

to Crystal Distribution Services, Inc., is hereby approved.

Section 2. The conveyance of the vacated streets as described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, to Crystal Distribution Services, Inc.

SECTION 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed and deliver the deed to Crystal Distribution Services, Inc., and do all things necessary to carry out said vacations, conveyance, and transfer.

Passed this ____ day of _____, 2017, and signed this ____ day of _____, 2017.

CITY OF MARSHALLTOWN

by _____
James L. Lowrance, Mayor

ATTEST:

by _____
Shari Coughenour, City Clerk



September 21, 2017

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50518

RE: **Recommendation for Award of Bid for All Bid Packages**
New Police and Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

*Resolutions
printed & scanned
separately*

Dear Justin:

Story Construction assisted the City of Marshalltown Public Works in conducting the bid opening on September 19th for the Bid Package No. Two - Marshalltown New Police & Fire Station Headquarters. 56 bids were reviewed for the 14 bid packages.

The bids collectively came in between 10.8% and 13.5% below the budget depending on which alternates will be chosen.

The direction and recommendation of the Marshalltown staff, the end users, and Story Construction is to accept the low bidders for the base bid, alternate No. 2 – the 24 car Police Garage and alternate No. 3 – the 7th Fire Apparatus Bay.

The attached cost summary reports the bid packages to include the base bid with alternates 2 and 3. With this base bid and alternate scenario, the second attachment contains the low bidders and the proposed contract amounts of each bid package for the base bid and alternates 2 and 3.

Story Construction recommends approval of this list and seeks the City Council's acceptance and award of each contractor's bid for their respective bid package.

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

cc: Curt Field, Prochaska & Associates, w/enc.
Ethan Dix, Story Construction, w/enc.

enc: Cost Summary for Base Bid and Alternates #2 and #3, Low Bidders & Contract Amounts



Marshalltown Police & Fire Station Headquarters

Cost Summary

Base Bid + Alternate 2 + Alternate 3

Bid Package	Bid Package Name	Base Bid plus Alt #2 and Alt #3	Budget	Difference	%
BP-5	Temporary Facilities (Pass Through Costs)	\$ 348,000	\$ 348,000	\$ -	0.0%
02-1	Site Demolition, Earthwork, Utilities & Erosion & Sediment Control (Bid Package 1)	\$ 596,070	\$ 780,000	\$ (183,930.00)	-23.6%
02-2	Sidewalks & Paving	\$ 520,000	\$ 545,984	\$ (25,984.00)	-4.8%
03-1	Concrete Foundations & Flatwork	\$ 667,000	\$ 638,144	\$ 28,856.00	4.5%
04-1	Masonry	\$ 1,251,000	\$ 1,098,831	\$ 152,169.00	13.8%
05-1	Steel	\$ 795,500	\$ 774,144	\$ 21,356.00	2.8%
06-1	General	\$ 1,197,000	\$ 1,020,169	\$ 176,831.00	17.3%
07-1	Membrane Roofing & Wall Panels	\$ 568,589	\$ 839,870	\$ (271,281.00)	-32.3%
08-1	Aluminum Storefronts, Curtainwalls & Glazing	\$ 636,900	\$ 550,905	\$ 85,995.00	15.6%
09-1	Gypsum Wall Assemblies	\$ 1,092,350	\$ 1,274,002	\$ (181,652.00)	-14.3%
09-2	Floor Coverings	\$ 227,500	\$ 179,198	\$ 48,302.00	27.0%
09-3	Painting	\$ 175,315	\$ 143,364	\$ 31,951.00	22.3%
14-1	Elevators	\$ 71,255	\$ 73,271	\$ (2,016.00)	-2.8%
21-1	Fire Suppression	\$ 106,050	\$ 137,244	\$ (31,194.00)	-22.7%
22-1	Plumbing & Mechanical	\$ 1,811,761	\$ 2,666,321	\$ (854,560.00)	-32.1%
26-1	Electrical Communications & Security	\$ 1,013,000	\$ 1,380,138	\$ (367,138.00)	-26.6%
Total		\$ 11,077,290	\$ 12,449,585	\$ (1,372,295.00)	-11.0%

Marshalltown Police & Fire Station Headquarters

Alternate Summary

Alt #	Alternate Description	Cost of Alternate	Action
Alt #1	12 car Police Garage	\$ 61,867	Not Recommended
Alt #2	24 car Police Garage	\$ 143,067	Recommended
Alt #3	Add a 7th bay to Fire Apparatus Bay	\$ 111,361	Recommended
Alt #5	Change CAT 6 data cabling to CAT 6a	\$ 22,000	Not Recommended at this time



September 21, 2017

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50518

RE: **Low Bidders & Contract Amounts**

Bid Package	Bid Package Name	Contractor	Base Bid plus Alt #2 and Alt #3
BP-5	Temporary Facilities (Pass Through Costs)	Construction Manager	\$ 348,000
02-1	Site Demolition, Earthwork, Utilities & Erosion & Sediment Control	ConStruct Inc.(Already Under Contract)	\$ 596,070
02-2	Sidewalks & Paving	Caliber Concrete	\$ 520,000
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 667,000
04-1	Masonry	Corrado Construction	\$ 1,251,000
05-1	Steel	Central Western Fabricators	\$ 795,500
06-1	General	Garling Construction	\$ 1,197,000
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Company	\$ 568,589
08-1	Aluminum Storefronts, Curtainwalls & Glazing	Forman Ford	\$ 636,900
09-1	Gypsum Wall Assemblies	Hilsabek Schacht, Inc	\$ 1,092,350
09-2	Floor Coverings	Allied Construction Services	\$ 227,500
09-3	Painting	Heartland Finishes	\$ 175,315
14-1	Elevators	Schumacher Elevator	\$ 71,255
21-1	Fire Suppression	Blackhawk Automatic Sprinkler	\$ 106,050
22-1	Plumbing & Mechanical	Tony's Plumbing & Heating, LLC	\$ 1,811,761
26-1	Electrical Communications & Security	DeVries Electric	\$ 1,013,000
		Total	\$ 11,077,290

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

cc: Curt Field, Prochaska & Associates, w/enc.
Ethan Dix, Story Construction, w/enc.



City Administrator's Office

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

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: September 22, 2017
RE: Participation in Removal of Blighted Structures

I have recently been approached with the question about whether the City would assist a private owner in helping to remove a blighted structure. This is certainly a policy that could be considered city-wide if indeed a structure is blighted and has little to no possibility for reuse or rehabilitation would be more costly than rebuilding.

Specifically within the Downtown Urban Renewal Plan, we recently added in the removal of blighted structures as a public improvement project. This has given us the ability to use incremental taxes from the TIF district to facilitate the removal of structures on our own or to incentivize others in the removal of blighted structures.

If we take the step of providing an incentive, this would be precedent setting and likely bring forward future conversations about revitalization in the downtown area as well as other parts of the City. However, any future requests could be considered on a case-by-case basis.

At this time, this is for discussion purposes and to get feedback as to whether this is a viable plan to pursue.

City Council
Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin





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

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: September 21, 2017
RE: New Draft of Council Manual

*Manual
Scanned &
printed
separately*

Please find a draft of the Council Manual in your packet. This contains the rules and procedures for the Mayor and Council and staff, and outlines the rules for meetings. There are a few specific changes that I have made, which I would like to discuss in further detail.

Page 9- Public Hearing Procedure: Our current rules state that after the hearing is opened, a staff member comes forward to discuss the background on the issue, and is then followed by public comment. The proposal changes the order of who speaks to have the public provide comments first and have the staff member go last. The reasoning behind this proposed change has a few different facets. First is to help eliminate any back and forth between a staff member and a citizen. Many times citizens bring up questions and rather than having a back and forth, the City staff member is better prepared to answer all questions after they have been asked publicly.

Page 13- Order of Business- Removal of "Approval of Agenda": The item to approve the agenda at the beginning of every agenda is an unnecessary step. No items can be added to the agenda at the time when currently approved, and the Council Manual provides a process for changing the order of items on the agenda by a vote of the Council and gives the Mayor and City Administrator the authority to remove items from the agenda for consideration.

Page 14- Order of Business- Discussion: One item which is a point of frustration for staff and Council alike is how things conclude currently under "Discussion". Staff is expected to interpret comments made on an item as to what should appear on an upcoming agenda. While adhering to no formal action being taken on an item under "Discussion", we propose to add that the Council can make a motion to direct the City Administrator or staff to place an item on a future agenda, providing direction in the motion.

Page 19- Motion to Reconsider: The section of a motion to reconsider varies from Roberts Rules of Order and the current Council Manual by stating that a motion to reconsider could come up to 30 days after an item was originally considered. The reasoning behind providing a 30 day window is that it gives time for the Council to make that reconsideration outside of the night of a meeting.

If these changes along with the rewording and reorganization are satisfactory, this will then appear on the October 9th agenda for approval.

City Council
Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin





City Administrator's Office

James Lowrance, Mayor
Jessica Kinser, Administrator
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City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin



CITY OF MARSHALLTOWN, IOWA

Council Manual

Rules and Procedures

Jessica

SEPTEMBER 2017

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PART 1. GENERAL

AUTHORITY

Iowa Code Section 372.13(5) provides that the City Council shall determine its own rules of procedure. The following set of rules shall be in effect upon adoption by the Council until such time as they are amended or new rules adopted.

INTERPRETATION OF THE RULES OF PROCEDURE

The City Attorney shall act as parliamentarian and rule on any questions regarding the application or interpretation of these rules and procedures. In the absence of the City Attorney, the City Administrator shall be considered the final authority on the rules of procedure for the conduct of City Council business. Any good faith, non-intentional error in the application of these rules shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

RULE ENFORCEMENT

The presiding officer, whether it be the Mayor, Mayor Pro Tem or Acting Mayor Pro Tem, shall enforce these rules and procedures. Any Councilmember who believes the presiding officer is failing to enforce the rules may call attention to it by making a point of order referencing the Rule or Procedure the Councilmember believes is applicable. The raising of a point of order has the effect of requiring the presiding officer to make a ruling on the question involved and, if appropriate, to enforce the applicable rule.

Unless otherwise specified by law or these rules, all business will be conducted by majority rule of those present and voting.

Following any adverse ruling on a point of order, any Councilmember may move to appeal the decision of the presiding officer and, in so doing, state the appropriate action which the Councilmember believes should have been taken. If this motion receives the required second, the City Council may, by majority vote, adopt the alternative ruling stated in the motion.

SUSPENSION AND AMENDMENT OF THESE RULES

A motion to suspend the rules is debatable but requires a two-thirds vote to pass. This motion allows the City Council to suspend its own rules temporarily in order to accomplish a particular purpose.

Temporary Suspension.

These rules may be temporarily suspended by the unanimous consent of all the Councilmembers present, or by a vote of two-thirds of all the Councilmembers. The vote on any such suspension shall be taken by “yeses” and “nos” and entered upon the record.

Inconsistent Actions.

Any good faith, non-intentional error in the application of these rules shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

Amendment of These Rules.

These rules may be amended or new rules adopted, by majority vote of all Councilmembers and shall, at a minimum, be reviewed every two (2) years.

Supplemental Rules.

The current edition of Robert’s Rules of Order is adopted to supplement these rules, where not in conflict with these rules. However, any good faith, non-intentional error in the application of Roberts Rules of Order shall not void any public action taken if, notwithstanding the good faith, non-intentional error, the action taken otherwise complied with the Marshalltown Code of Ordinances and the Iowa Code.

CITY GOVERNMENT STRUCTURE

Mayor.

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual, which is consistent with Iowa Code § 372.14.

Mayor Pro Tem.

The Mayor Pro Tem is vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor’s duties. The Mayor Pro Tem retains all of the powers of a Councilmember while performing the duties of the Mayor.

City Council.

The City Council is the legislative body elected by the citizens of Marshalltown to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for major issues, such as community growth, land use development, capital improvement plans, capital financing and strategic planning. The Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff and with carrying out most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator’s performance.

The role of a City Councilmember is similar to being a member of the board of directors of a large business. The City Council provides a focal point, or the conscience of the community. It is not

the job of Councilmembers to become directly involved in the daily operations of the City. The City Administrator and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator.

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer, and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate and supervise the Department Directors who have the knowledge, ability and expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Councilmembers shall deal with the administrative agencies of the City through the City Administrator.

MAYOR'S DUTIES

Chairperson.

The Mayor, when present, shall act as presiding officer of all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall act as presiding officer. In the absence of both the Mayor and the Mayor Pro Tem, the longest-serving Councilmember, including all combined terms and years of service on the Council, shall act as presiding officer.

Substitution Procedure for Presiding Officer.

In the case of the Mayor's absence or recusal due to conflict of interest, the Mayor will call on the Mayor Pro Tem, or the longest-serving Councilmember then present and available, to temporarily preside over the meeting. Said temporary arrangement shall not continue beyond adjournment, or cessation of discussion of the matter requiring recusal.

Council Rules.

These rules, including any amendments to these rules which may be made from time to time, shall be effective when adopted by a majority vote of the entire Council.

Call to Order.

The meetings of the Council shall be formally called to order by the presiding officer.

Priority of Business.

All questions relating to the priority and order of discussion of business shall be decided exclusively by the Mayor. The Mayor may, in the interest of time or the convenience of persons attending the meeting, rearrange the order of business during the meeting.

Right of Floor.

Any Councilmember desiring to speak shall be first recognized by the Mayor, unless requesting to be recognized or seconding a motion. Councilmembers shall confine their remarks to the subject under consideration.

Order and Decorum.

The presiding officer shall preserve order and decorum, and shall decide all questions of order, subject to an appeal to the Council. The presiding officer shall ensure that debate and discussion of an agenda item focuses on the item and the policy in question. The presiding officer shall abide by the following rules when controlling discussion:

- a) Debate on policy is healthy and necessary, but ad hominem criticisms of other Councilmembers is not. The Mayor has the right to stop discussion which is personal in nature, abusive, unduly loud, inappropriate, repetitive or excessively time-consuming.
- b) One person shall have the floor at a time, and the speaker shall be recognized by the presiding officer before proceeding to speak.

ROLE OF CITY STAFF AT COUNCIL MEETINGS**City Administrator.**

The City Administrator or designee shall attend all meetings of the Council unless excused by the Mayor. The City Administrator shall make recommendations to the Council when appropriate, either in writing prior to the meeting, or orally as necessary during the meeting.

City Attorney.

The City Attorney or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator. The City Attorney shall act as the Council's parliamentarian when present.

City Clerk.

The City Clerk or designee shall attend all meetings of the Council, unless excused by the Mayor or the City Administrator, and shall keep the official minutes and perform such other duties at the meeting as may be requested by the Council.

City Employees.

Department heads or other designated employees of the City shall attend the Council meetings, unless excused by the Mayor or the City Administrator.

TYPES OF MEETINGS, NOTICE, PROCEDURES

Notices of, and agendas for, all meetings of the City Council, appointed boards, committees or commissions shall be given in compliance with the requirements of Iowa Code Section 21.4. Meeting notices shall be posted by the City Clerk, or designee, at least twenty-four (24) hours prior to the meeting. Likewise, any established boards, commissions or committees established by the City Council shall follow the same procedures.

The City Council meeting agenda and pertinent packet information shall be posted on the City's website, www.marshalltown-ia.gov. The Mayor and Councilmembers should contact the City

Clerk with any routine questions concerning the agenda prior to the meeting. Questions regarding policy issues on the agenda and clarification of action items should be directed to the City Administrator ahead of the meeting, whenever possible.

All official meetings of the Council, appointed boards, committees or commissions shall be open to the public, except those legally designated as closed sessions. Regular Council meetings shall be held in a building or room that is accessible to persons with disabilities, which shall normally be the Council chambers at the Marshalltown City Hall, located on the second floor of the building at 10 West State Street. For Council meetings held in part or in whole at other locations for any purpose, that meeting space shall be accessible to persons with disabilities to the maximum extent possible. Special arrangements for the hearing impaired, or for interpreters, will be considered upon request to the City Clerk's Office.

Regular Meeting.

The regular Council meetings will be held the second and fourth Mondays of every month, except when the regular meeting date is a holiday, in which event the meeting will be held at noon on the next day. Meetings will commence at 5:30 p.m., unless the Council directs otherwise.

Work Sessions.

The Council may meet informally as needed in work sessions which are open to the public. Starting times will be dependent on the number of items scheduled for discussion. The purposes for work sessions include, but are not limited to, budget sessions, joint meetings, reviewing upcoming programs, receiving progress reports on current programs, receiving information from the City Administrator or discussing other matters of concern. No formal action on any item may be taken at a work session, but matters may, by motion, be placed on the agenda for a later City Council meeting.

Items may be placed on the work session agenda by the City Administrator, Mayor or a Councilmember. The City Attorney or other City staff may place items on the agenda if approved by the City Administrator. Agenda items must be submitted at least five (5) days prior to the scheduled work session. No public comment shall be permitted during a work session unless public comment is specifically called for on the agenda, or unless solicited by the presiding officer.

Special Meetings.

Special meetings of the City Council may be held if called by the Mayor, with the required public notice under Chapter 21. In such cases, the Mayor shall provide written notice to each Councilmember by email or other appropriate means. The cost of calling a special Council meeting for approval of a permit, license or similar instrument is \$500.00 and shall be the responsibility of the petitioner.

Open Session.

Except as provided in the Iowa Code, all actions and discussions at meetings of governmental bodies, whether formal or informal, shall be conducted and executed in open session.

Closed and Exempt Sessions.

Iowa Code Section 20.17 permits public bodies to hold exempt sessions (i.e., not subject to the Open Meetings Law) to discuss collective bargaining with their bargaining representatives. Iowa Code Sections 21.5 and 21.9 permit closed sessions for certain limited, and narrowly defined, reasons. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the Councilmembers or all of the Councilmembers present at the meeting. No ordinance, resolution, motion or other formal action may be taken in closed session.

In the case of any exempt or closed session, the agenda shall be drafted with the assistance of legal counsel to state the specific statutory basis under which the closed session will be held. The City Attorney or other legal counsel shall provide, in writing, the legal basis for the closed session and provide the same to the Mayor and Council prior to the meeting or, in the alternative, the City Attorney or outside legal counsel shall attend the meeting and state publicly the basis for the closed session. Said written or oral opinion shall specify the particular Iowa Code section which allows the exempt or closed session and a short statement of why the subject matter to be discussed in closed session makes the section applicable. The Council shall not enter closed session until this opinion is provided.

PUBLIC HEARINGS**Informal Public Hearings.**

An informal public hearing is called in order to give the public an opportunity to comment on a matter of public interest before the Council. Informal hearings are not required by State law or City ordinance. The board, committee or commission concerned may set rules for notifying the public of an informal hearing, establish a time frame and conduct the hearing in any fair manner it chooses.

Formal Public Hearings.

A formal public hearing is one required by State laws or City ordinances and is designed to solicit comment from the general public.

Hearing Procedures.

Hearings shall be fair and impartial. If a Councilmember has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation.

Persons and groups who may be affected by the matter being discussed in the hearing shall be provided at least the minimum statutory notice of the time and place of the hearing. Such persons and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the Council may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in the Clerk's office, and the Clerk should then relate any such comments for the record.

Following the report of the Clerk, the public should be invited address the Council.

If there are numerous persons representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff persons who have information to present should be invited to present their respective reports.

When all interested persons (except as reasonably limited by the presiding officer, as stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Councilmembers may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

MEDIA COVERAGE OF COUNCIL MEETINGS

Open Meetings.

All official meetings of the City Council shall be open to the public and the media. All meetings may be recorded by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Agendas.

Agendas may be obtained by members of the media by contacting the City Clerk (754-5701) or by downloading the agenda from the City's website. Further, printed agendas are available at each City Council meeting.

MEETING CONDUCT

Disorderly Conduct.

No person shall disrupt the orderly conduct of a Council meeting. Prohibited disruptive behavior includes, but is not limited to, shouting, making disruptive noises, such as boos or hisses, creating or participating in a physical disturbance, speaking out of turn or in violation of applicable rules, preventing or attempting to prevent others who have the floor from speaking, preventing others from observing the meeting, entering into or remaining in an area of the meeting room that is not open to the public, or approaching the Council table without consent. Any message to or contact with any Councilmember while the Council is in session must be made through the City Clerk.

- a) Recognition by Mayor. Councilmembers shall not address the meeting until recognized by the presiding officer.
- b) Two or More Speakers. When two or more Councilmembers request to be recognized at once, the presiding officer shall recognize and name the Councilmember who is to speak first.

- c) Speaking More than Once on One Question. No Councilmember shall be recognized to speak twice on the same matter until every Councilmember desiring to comment on the matter has spoken.
- d) Inappropriate Language and Behavior. The Mayor, Councilmembers, City Administrator and staff shall at all times conduct themselves civilly. No person shall be permitted to shout, curse or use personally offensive language directed at other individuals.
- e) Person Called to Order. Any person called to order by the presiding officer shall immediately desist in the objectionable behavior.
- f) Private Discourse Prohibited. While any person is addressing the meeting, who has been duly recognized by the presiding officer, no person shall hold any disruptive or distracting private conversation.
- g) Removal. Any of the following shall be sufficient cause for law enforcement personnel, by order of the presiding officer, to remove any person from the Council chambers or meeting hall for the duration of the meeting:
 - 1. Unreasonably loud or disruptive language, noise or conduct which obstructs the work of conducting of the business of the Council.
 - 2. Willful injury of furnishings or of the interior of the Council chambers or meeting hall.
 - 3. Refusal to obey the rules of conduct, including the limitations on occupancy and seating capacity.
 - 4. Refusal to obey an order of the presiding officer or an order approved by a majority of the Council present.

Except where a disruptive person presents a physical danger to others (in which case law enforcement personnel will immediately apprehend and remove the person), the presiding officer shall give a warning to a disruptive person before ordering the person's removal. If a meeting is disrupted by more than one member of the audience and where it appears a general breakdown of order has occurred or will occur, the presiding officer or a majority of the Council present may order that the Council chambers or other meeting hall be cleared.

Enforcement of Decorum.

The presiding officer is the Sergeant-at-Arms of the Council meetings. That person maintains order and decorum at the Council meetings. Physical removal, when necessary, will be undertaken by law enforcement personnel.

Action by Verbal Motion.

Verbal motions of the Council shall be stated clearly. In the case of an ambiguous or confusing motion capable of several interpretations, the presiding officer shall, as soon as practicable following the initial statement of the motion, clarify the intent of the motion so as to ensure all Councilmembers understand its meaning and intent. In such cases, Councilmembers should be asked to amend their motions by friendly amendment.

AGENDA PREPARATION

Agenda Deadline.

Except in cases of pressing need or emergency, no business may be submitted for placement on the regular Council agenda after 12:00 p.m. of the 5th day (Wednesday) prior to the meeting day. Items may be placed on the agenda by the City Administrator, Mayor or a Councilmember. The City Attorney or other City staff may place items on the agenda if approved by the City Administrator. When a holiday falls on a Friday, the City Clerk may revise the agenda cutoff time and shall, with the concurrence of the City Administrator, notify all staff, the Mayor and Councilmembers of the same.

Agenda and Agenda Packet Preparation.

The Mayor, City Administrator and City Clerk are responsible for preparation of the agenda and packet. Councilmembers should promptly review their packets and contact the City Administrator if there are any questions regarding the information. The Mayor and City Administrator, after considering any requests for agenda items, shall approve the tentative agenda. Any request for an agenda item from the general public shall not be placed on the agenda unless and until timely requested by the Mayor or City Administrator. Staff may also place on the agenda items brought forward by the public, if approved by the City Administrator.

Councilmembers should, whenever possible, avoid using Council meeting time as a fact-finding exercise. Councilmembers are instead encouraged to consult with the City Administrator ahead of the meeting to clarify any packet materials which are unclear. Meeting time should be used, as much as possible, for bona fide debate of public matters, rather than fact gathering which could have been accomplished with due diligence before the meeting.

Agendas for public meetings shall be posted at City Hall and shall be made available to the Mayor and City Council, City Department Directors and to the local media. At 5:00 p.m. on the Friday prior to Council meetings, the agenda packets are taken to the Police Department where officials may pick them up throughout the weekend. The agenda packets are also posted to the City's website for viewing by the general public.

Withdrawn Items.

Agenda items may be withdrawn by either the Mayor or the City Administrator prior to agenda distribution. Further, under circumstances where unforeseen problems are discovered with an agenda item after distribution of the agenda, the agenda may be modified as necessary.

ORDER OF BUSINESS

The order of business shall be as contained in the agenda, unless the presiding officer, for reasons of efficiency, determines to change the order of business. The order of business may also be changed by majority vote of Councilmembers present, for reasons of efficiency. Reasons of efficiency include, but may not be limited to, the convenience of persons attending the meeting, the lateness of the hour, and similar concerns.

Meetings shall normally be conducted in the following order:

- a) CALL MEETING TO ORDER
- b) PLEDGE OF ALLEGIANCE
- c) ROLL CALL
- d) COMMENTS BY THE MAYOR, COUNCILMEMBERS, CITY ADMINISTRATOR AND PRESENTATIONS. Informational, explanatory or educational comments by the Mayor, Councilmembers and City Administrator which do not require any action. These comments may also include announcements of events, welcoming special guests or recognition of an achievement.
- e) CONSENT AGENDA. The consent agenda shall consist of non-controversial, routine items such as, but not limited to, refunds, routine appointments not requiring Council approval, department reports, applications, simple service contracts already vetted by City staff and not requiring Council attention, and communications not requiring action. The items comprising the consent agenda will not be considered individually, but will be adopted on one motion. Councilmembers or the Mayor may remove any item on the consent agenda for individual discussion, and no second shall be required. No vote on such a request shall be required.
- f) REPORTS. The Council may request reports from cooperating agencies or private groups who are working with the Council on official projects or other community initiatives.
- g) MOTIONS. Motions are proposals to move a matter forward or to take some action in circumstances where no written resolution has been prepared. Councilmembers should make a motion when there is new or non-routine business requiring Council discussion prior to a vote, including, but not limited to, new liquor licenses and cigarette permits. Example: "I move the liquor license for XYZ Restaurant be approved." Any motions concerning any procedure matter, such as the order of business or the general conduct of the meeting, may be made prior to the consideration of other business.
- h) RESOLUTIONS. Resolutions are written directives of the City Council directing certain actions, such as the approval of contracts. Resolutions typically direct the Mayor to sign the resolution and frequently direct the City Clerk to take whatever actions are necessary to carry out the resolution, such as to "place the contract on file in the usual manner." Resolutions are necessary for more formal actions where a definite record of Council action is important. Resolutions presented and seconded shall first be discussed by the City Council and Mayor. After discussion by the Council and Mayor, a resolution may, at the discretion of the presiding officer, be addressed by members of the general public upon the same conditions provided under public comments. A resolution pertaining directly to other items of business should be placed first in order of resolutions being considered. Resolutions requiring a public hearing

shall be considered immediately following the public hearing. Resolutions requiring a public hearing will be considered last in order of resolutions.

- i) **ORDINANCES.** Ordinances are the laws of the City. Ordinances must be read, considered and passed three separate times at three separate meetings of the City Council in order to become law. However, if the agenda provides the required public notice, a motion may be made to allow all three readings to occur at one meeting. If the motion is approved by two-thirds (2/3) of all Councilmembers (i.e., not just those Councilmembers present), then the requirement of making the readings at three separate meetings may be waived, and all three readings may occur at the present meeting. Such a motion to waive the three meetings requirement may occasionally be appropriate when an ordinance is not controversial and where time is of the essence. After discussion by the Council, members of the general public may, at the discretion of the presiding officer, address an ordinance, upon the same conditions as provided under public comments. An ordinance which requires a public hearing prior to adoption will be placed last in the order of ordinances being considered. In the case of any ordinance to amend or repeal an ordinance or section of an ordinance, the proposed amendment shall contain the entire text of the ordinance or section to be amended or repealed. Ordinances amending or repealing existing ordinances shall be drafted to repeal the former ordinance or section in its entirety, and set forth the entire text of the proposed ordinance or section, as amended.
- j) **DISCUSSION.** Items placed on the agenda solely for discussion purposes will not be acted upon. Such discussion items determined to require action may be placed on a subsequent agenda by motion or, if no motion is made, by placement of the item on a subsequent meeting agenda through the usual process described in the “Agenda Preparation” section of these rules.
- k) **PUBLIC COMMENT.** Members of the general public may, during the allotted timeframe on the meeting agenda, make comments on any item, whether or not it is on the agenda. The proposed speaker shall, after being recognized by the presiding officer, approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the presiding officer. The speaker shall direct comments to the presiding officer and to the Council as a whole. The presiding officer and Councilmembers shall not engage in discussion or debate on items raised by members of the public unless the subject matter concerns an item on the posted agenda. No action may be taken on items raised in public comments.
- l) **ADJOURNMENT.**

Individual Electronic Participation.

An absent Councilmember may participate electronically in any City Council meeting by speaker phone or other device, provided the comments of the Councilmember are plainly audible to the public.

Quorum.

A quorum is necessary for the conduct of business. A majority of the Councilmembers shall constitute a quorum. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

Recording of Votes.

Affirmative and negative votes shall be recorded on all ordinances and resolutions and entered into the official minutes of the City Council. The outcome of a vote on a motion shall be announced by the Mayor and recorded by the Clerk.

Majority Vote Required.

Unless otherwise provided by State Code, an affirmative vote of at least four (4) Councilmembers shall be necessary to pass an ordinance or resolution. When any vote is called, each Councilmember shall respond: “yes,” “no” or “abstain.” An “abstain” vote of a Councilmember is a “no” vote, unless the Councilmember states he or she has a conflict of interest and states the nature of the conflict. In the case of a conflict of interest, the number of votes to approve any action is recalculated to exclude the abstaining Councilmember. For example, if two Councilmembers abstain due to a conflict of interest, an item could pass on a three to two vote (provided the vote does not require a majority of the entire Council).

Ordinance and Resolution Passage Procedure.

When passed by the City Council, an ordinance or resolution shall be signed by the legally required person (normally the Mayor) and shall be attested to by the City Clerk. It shall be immediately filed and thereafter preserved in the office of the City Clerk.

Publications.

All minutes, ordinances and notices will be published as required by State law.

Consideration of Emergency Matters.

If, under Iowa Code 21.4(2), and after conferring with the City Attorney, the City Council determines by majority vote that an emergency exists, agenda items may be added without twenty-four (24) hours’ notice to the public. In such cases, the reasons for said emergency shall be noted in the minutes and, particularly, the reasons why the Council determined the items could not reasonably be deferred to a later meeting. Such action should rarely occur, and only when the Council believes irreparable harm will occur if action is not taken immediately.

VOTING AND DISCUSSION ON MOTIONS AND RESOLUTIONS

No motion or resolution shall be debated unless seconded. When a matter is seconded, the Mayor shall restate the motion or resolution and open the floor for debate.

- a) Three-minute Rule. Councilmembers speaking on a matter shall confine their remarks strictly to the matter under consideration, and shall limit their remarks to three minutes in duration.

- b) **Vote Required when Present.** Every Councilmember present when a question is stated from the presiding officer shall vote thereon, unless the Councilmember has declared a conflict of interest in the outcome of the question under consideration.
- c) **Motion or Resolution Withdrawn.** After a motion or resolution is seconded and stated by the Mayor, it may be withdrawn at any time before decision, but if any amendment has been proposed and adopted, it shall not be withdrawn without the consent of the mover of such amendment.
- d) **Several Distinct Propositions.** If the question in debate contains several distinct propositions, any Councilmember may have the same divided, and the item(s) considered separately.

Votes Recorded.

In all cases where a resolution or a motion is entered in the minutes of the City Council, the name of the Councilmember moving the same shall be stated in the minutes.

- a) **“Yeses” and “Nos” Recorded.** The “yeses” and “nos” upon any question shall be entered in the minutes.
- b) **Blanks.** When a blank is to be filled, and different sums or times are proposed, the question shall be taken first on the largest sum, or the longest time.

PROCEDURE FOR MAKING A MOTION

When a Councilmember wishes to propose an idea for discussion and possible action, the Councilmember must make a motion. In order to make a motion, these steps must be taken:

- a) The Councilmember asks to be recognized by the presiding officer.
- b) After being recognized, the Councilmember makes the motion (“I move...”).
- c) Another Councilmember seconds the motion.
- d) The presiding officer states the motion and asks for discussion.
- e) When there has been sufficient discussion, the presiding officer will close debate (“Are you ready for the question?” or “Is there any further discussion?”).
- f) If no one requests to make additional comments, the presiding officer puts the question to vote.
- g) After the vote, the presiding officer announces the outcome of the motion (“The motion is carried” or “Motion fails”).

Until the presiding officer states the motion (step d), the Councilmember making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

In making a motion, Councilmembers must avoid combining multiple proposals in the same motion. If a Councilmember prefers to see proposals divided and voted upon separately, the Councilmember should ask the presiding officer to divide the motion into separate motions for consideration. The presiding officer may then proceed to treat each distinct proposal as a distinct motion, each requiring its own second, and to be acted upon separately. The presiding officer should solicit motions when the situation demands by either inviting a motion or suggesting a motion to the Councilmembers.

THE FOUR BASIC MOTIONS

Common Motions.

- a) The basic motion. Puts forward a decision for consideration. Example: “I move that we create a five-member committee to plan the annual fundraiser.”
- b) The motion to amend. Changes a basic motion under consideration. Example: “I move we amend the motion to have a ten-member committee.” A motion to amend requires a second and must be decided before the Council returns to consideration of the original motion.
- c) The motion to postpone to a date certain. Proposes delay in further discussion of the matter under consideration until a specific, stated time at which the item will be debated further. Example: “I move we postpone further discussion of this item until our first regular meeting in October.”
- d) The motion to lay on the table. Postpones discussion of an item indefinitely, unless taken off the table. Example: “I move we table this item.” Tabling an item leaves it on the table and no specific time is stated for further discussion. It stays “on the table,” until a later agenda item provides notice it will be brought from the table for further discussion.

DEBATE

Most motions, except for procedural motions, such as calling the previous question, adjournment, etc., are debatable. Debate may continue as long as Councilmembers wish to discuss an item, subject to any motion for previous question, which ends debate. Absent a successful motion for previous question, debate will end if the presiding officer solicits further comments and none are forthcoming

Some motions are not debatable. The presiding officer should immediately call for a vote of the Council, without debate on the following:

- a) Motion to Adjourn. This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- b) Motion to End Debate or the “Previous Question.” The most common form of this motion is to say: “I move the previous question,” or “I move the question,” or “I call for the question.” When a Councilmember makes such a motion, the Councilmember is really saying, “I’ve had enough debate. Let’s get on with the vote.” The motion requires a second. If the motion carries by two-thirds (2/3) majority of those Councilmembers present, all further debate is concluded, and the question put in this order: first upon the amendments pending, and then upon the main proposition before the Council.
- c) Motion to Limit Debate. An alternative to the previous question is a motion to limit debate, which includes, by its stated terms, a time limit. For example: “I move we limit debate on this agenda item to fifteen minutes.” The motion to limit debate requires a two-thirds (2/3) vote of the Council.
- d) Motion Objecting to Consideration. A similar motion is a motion objecting to consideration of an item. This motion is not debatable and, if passed, precludes the Council from even considering an item on the agenda. It also requires a two-thirds (2/3) vote.
- e) Motion to Lay on the Table. A motion to lay a question upon the table is not debatable.
- f) Motion to Postpone to a Date Certain. A motion to postpone to a date certain is not debatable (except for discussion of the specific date).
- g) Motion to Refer to Committee. This motion directs that the item under consideration be sent to a committee for further analysis and recommendations.
- h) Motion to Fix the Time to Adjourn. This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.
- i) Motion to Recess. This motion, if passed, requires the Council to immediately take a recess. Normally, the presiding officer determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

MAJORITY AND SUPER-MAJORITY VOTES

In addition to the specific rules for passage of motions, resolutions and ordinances as set by State law, there are procedural exceptions to the rule of passage by a simple majority. The exceptions

occur when the City Council is taking an action that effectively cuts off the ability of a minority opinion to take an action or discuss an item. These extraordinary motions require a two-thirds (2/3) majority (a super-majority) to pass:

- a) **Motions to Limit Debate.** Whether a Councilmember says, “I move the previous question,” “I move the question,” “I call for the question,” or “I move to limit debate,” these motions, if successful, cut off the ability of the minority to discuss an item.
- b) **Motion to Object to the Consideration of a Question.** Normally, such a motion is unnecessary, because the objectionable item is usually tabled or defeated. However, when Councilmembers do not wish there to be any consideration of an item, such a motion is in order. It is not debatable.

MOTION TO RECONSIDER

After a vote is taken, the matter is deemed concluded and is subject to reconsideration only upon a timely motion. A motion to reconsider shall only be made by a Councilmember who originally voted in favor of the measure (i.e., a Councilmember on the prevailing side). A motion to reconsider requires a two-thirds (2/3) majority vote to pass, but there are two limitations: First, a motion to reconsider may be made at the meeting where the item was first voted upon. The motion may be made at any time before adjournment. A motion to reconsider may also be made in the case of a failed measure, if made at a subsequent meeting within thirty (30) days of the original measure’s failure by a Councilmember who voted against the measure.

If the motion to reconsider passes, then the original matter is back before the City Council, and a new original motion is in order.

The matter may be discussed and debated as if it were on the floor for the first time.

Once a matter has been duly reconsidered, no further motion to reconsider the issue can or shall be made without the unanimous consent of the City Council.

No question shall be reconsidered more than once, nor shall a vote to reconsider be reconsidered. This rule does not prevent substantively different iterations of the measure from being brought forth at later meetings of the Council. Further, once a new City Council is seated following the next regular election, any matter may be revived.

LIMITING DEBATE AND DISCUSSION

Debate and discussion should be focused, but free and open. At the same time, the Mayor may limit the time allotted to speakers, including Councilmembers, in the interest of efficiently and effectively using time.

Generally, a Councilmember will not be interrupted by other Councilmembers, but may be under the following circumstances:

- a) Privilege. The proper interruption would be: “Point of privilege.” The Mayor would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the comfort of the meeting participants. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.
- b) Order. The proper interruption would-be: “Point of order.” The Mayor would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example, if the Mayor moved to a vote on a motion that permits debate without allowing discussion or debate.
- c) Appeal. If the Mayor makes a ruling with which a Councilmember disagrees, that Councilmember may appeal the ruling of the Mayor to the parliamentarian.
- d) Call for Orders of the Day. This is another way of saying, “Let’s return to the agenda.” If a Councilmember believes the Council has drifted from the agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the Council to return to the agenda item properly before them.
- e) Withdraw a Motion. During debate and discussion of a motion, the maker of the motion on the floor may, at any time, interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor may ask the person who seconded the motion if he or she wishes to make the motion, and any other Councilmember may make the motion, if properly recognized.

ADJOURNMENT

When the City Council has finished its business, the Mayor may declare the meeting adjourned.

MINUTES

Minutes of all proceedings of the City Council shall be kept by the City Clerk, or designee, and shall be entered in the official record of the Council. Minutes of the proceedings shall be open to public inspection, except those of closed sessions. Minutes shall be published in a newspaper of general circulation within fifteen (15) days of the Council meeting, as required by the Iowa Code. City Council policy does not require that minutes be recorded verbatim. Minutes record the essence of decisions made and of actions taken. Minutes shall show the date, time and place of the meeting, Councilmembers present, action taken, the results of each vote taken and information sufficient to indicate the vote of each Councilmember present.

Minutes of meetings and closed session recordings are retained as required by State law. Minutes of all meetings must be prepared by the City Clerk, or the City Clerk's designee, secretary of the board, committee or commission, or that body's staff liaison. A copy of all such minutes must be filed with the City Clerk's office. Upon approval by the board, committee or commission, written minutes constitute the official record of its activities. Personal notes or recordings made by the City Clerk for personal reference and convenience in preparing minutes shall not be considered part of the record and need not be preserved.

Additions and corrections to the minutes may be made only in public meetings, with the approval of the Council, and not by private request of individual Councilmembers.

Minutes of boards, committees and commissions are available on the City's website for viewing by the City Council and general public.

CREATION OF COMMITTEES, BOARDS AND COMMISSIONS

Please refer to the Board and Commission Manual for more information. Any resident of Marshalltown may be considered a candidate for appointment to boards, committees and commissions. Applicants complete an application form stating their interests and background information. Appointments on boards, committees or commissions are announced by the Mayor at regular City Council meetings. Applications for these appointive positions are available at the City Clerk's office and on the City of Marshalltown's website. The completed applications are reviewed by the Mayor, who recommends appointees to the Council. Final appointment is made by an affirmative vote of a majority of the City Council.

Purpose of Committees, Boards and Commissions.

As permitted by the Iowa Code and the Marshalltown Code of Ordinances, the Mayor and/or the City Council may create committees, boards and commissions to assist with such public duties as the Council may specify. All Councilmembers, the Mayor, City Administrator and City Attorney are welcome to attend any meeting of a committee, board or commission. Notice of committee, board and commission meetings will be given to the entire Council and the Mayor and posted for the public.

Any special or ad-hoc committee will be formally approved by the City Council. When a board, committee or commission is established by the City Council, the specific duties of the group are set forth in the ordinance or resolution which created it. An advisory body is limited to consideration of those matters specifically assigned to it. If a commission, board or committee determines its activities should be expanded beyond its existing authority, the commission, board or committee should formally request specific authorization from the City Council to consider the additional matters and to formulate recommendations accordingly.

Special committees shall report their findings and recommendations in writing. All recommendations shall be approved by a majority of the committee before presentation to the City Council as a whole, though a minority report and recommendation may likewise be made, and the Council shall consider both reports. Committees will make reports to the City Council as requested by the Council. All committee recommendations, decisions or proposed actions shall be

subject to the final approval and adoption of the City Council. Upon submission of a final report to the City Council, the special or ad-hoc committee shall dissolve, unless tasked with additional work by the Council.

Special committees of the City Council shall be empowered to require the attendance of witnesses, and for that purpose, the chairperson of such committee is authorized to issue subpoenas. Subpoenas shall be provided to the Chief of Police, who shall immediately cause service of the same on the summoned individuals, in the usual manner required by law.

Membership and Selections.

Membership and selection of members shall be as provided by the Mayor and the City Council if not specified by the Code of Iowa or the Code of Ordinances. No committee so appointed shall have powers other than advisory to the City Council or the City Administrator, except as otherwise specified by the Code of Ordinances or the Code of Iowa. Members of boards, committees and commissions should be independent of the City Council, or other boards, committees and commissions, and of other governmental units, so they may exercise unbiased judgment in addressing the tasks and issues before them.

Gender Balance.

In 2009, the Iowa Legislature passed a law requiring appointive boards and commissions to be gender balanced by 2012, or as close as possible for boards and commissions with an uneven number of members. Only after making a good faith effort for 90 days to find sufficient volunteers to create gender balance may the City proceed to fill positions in a manner which does not evenly balance boards and commissions.

Ineligible Appointments.

The following persons shall not be eligible for appointments to standing boards, committees or commissions of the City of Marshalltown:

- a) Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, aunt or uncle of a current City Councilmember.
- b) A current member of a comparable County board, committee or commission, unless dual or joint memberships are provided for in the ordinance, resolution or statute, which creates the board, committee or commission to which appointment is being made.

Council and Commission Effectiveness.

The City Council and all appointed advisory boards, committees and commissions are policy-oriented groups. The advisory groups operate as satellite units, which focus on particular concerns, issues or problems in the community. When an advisory board, committee or commission has an item on a City Council meeting agenda, a representative from that body shall be present at the City Council meeting. Similarly, when a member of any board, committee or commission addresses the City Council at a public meeting, he or she should always clearly state whether he or she is speaking on behalf of the advisory group or as an individual.

Interactions with City Council – Procedural Guidelines.

The City Council considers input and recommendations from a variety of sources in its decision-making process. Therefore, the Council may not always follow the specific recommendations of any one particular board, committee or commission in adopting policy or procedure. Once the Council has established its position, members of advisory groups may continue to have reservations or individual objections. As representatives of the larger group, however, members should remember they are expected to act in a manner consistent with the established policy and/or program as approved by the City Council.

Council Policy on Legislative Issues.

The City Council is ultimately responsible for establishing City policy and determines the public position of the City on legislative matters. Therefore, commissions, boards or committees shall not issue public statements on legislation pending before the City Council, unless said statements are reviewed and approved by the Council.

This policy is not intended to prevent advisory groups from carrying out their normal functions publicly and openly; rather, its purpose is to establish that boards, committees and commissions do not issue policy statements or take public positions which fall within the purview of the City Council.

Submitting a Formal Request for Consideration – Procedure.

In the event a board, committee or commission wishes to request the City Council endorse or approve a particular position or idea formulated by the board, committee or commission, said request should first be reflected in the minutes of the meeting of the board, committee or commission at which the action was approved. Following such action, the board, committee or commission's secretary or staff liaison should submit a written request to the City Council, with a copy to the City Administrator's office for inclusion on the agenda of an upcoming Council committee or City Council meeting. In the interim, copies of the request will be made available to all Councilmembers. The communication should include the degree of urgency and a specific statement of the action requested.

Relations with the Public.

Councilmembers and members of appointed boards, committees or commissions are encouraged to maintain awareness of public opinion. Citizen input should be welcomed and heard at meetings, and members should be considerate of all interests, attitudes and differences of opinion. Members should be vigilant about maintaining not only the appearance, but also the principle of impartiality.

Conflicts of Interest.

To determine whether an applicant to a board, commission or committee has a conflict of interest, applicants should review Chapters 362.5, 362.6 and 403A of the Code of Iowa. Assistance is available from the City Attorney's office if applicants have questions about this matter.

In the event a City Councilmember determines that he or she has a direct, definite (demonstrable) conflict of interest regarding an issue before the Council, that conflict should be clearly stated at the beginning of Council deliberations. Councilmembers should consult the City Attorney, or private counsel of their own choosing, prior to deliberating or voting on a matter on which the

Councilmember believes he or she may have a conflict of interest. The matter of what constitutes a “conflict of interest” is often misunderstood and misstated. People elected to public office are frequently motivated to seek office because of their personal interest in certain issues. The mere fact that their lives may generally be affected, either positively or negatively, by a decision of the City Council does not, by itself, create a conflict of interest. Rather, a legally significant conflict of interest stems from a conflict between a direct, definite and demonstrable personal interest of the Councilmember (particularly pecuniary, business or familial) and the judgment the Councilmember must exercise in the matter to be decided. Whether a conflict of interest exists can only be determined by applying the individual facts to the law. Again, Councilmembers should consult legal counsel if in doubt about a conflict of interest issue.

Another matter arises from time to time which may create the appearance of a conflict of interest. Elected officials are frequently solicited to join such organizations as the Chamber of Commerce, Marshall Economic Development, etc. Participation in these organizations results in an exchange of valuable information and views. Nevertheless, when such an organization takes a position in favor of or in resistance to a proposal pending before the City Council, at the very least the appearance of a conflict of interest exists. It may appear to the layperson that membership in the organization involved would create an irreconcilable conflict of interest. A case might be made that a City Councilmember has a conflict of interest while he or she is a member of an organization, if that organization appears before the City Council and takes an official position on an issue. Under such circumstances, it may be advisable for elected officials to abstain from voting on that issue. Again, consultation with legal counsel is advised.

City officers or employees are restricted by Iowa Code Section 362.5 with regard to direct or indirect benefits they may receive from any contract performed for the City. That Code section provides as follows: “A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work, or material, or the profits thereof, or services to be furnished or performed for the officers or employees of the City. A contract entered into in violation of this section is void.”

Gifts.

The State of Iowa covers restrictions of gifts in Iowa Code Chapter 68B. Any questions regarding the acceptance of gifts should be directed to the City Attorney.

The City Council feels it is important to recognize special achievements among its citizens and employees. For that reason, the Council has authorized the purchase of plaques, certificates and memorabilia for the purpose of distinguishing special service. City staff is authorized to purchase such materials as necessary to carry out this policy.

Communications between Staff, City Council and Advisory Groups.

The City Hall administrative staff report to the City Administrator and it is the City Administrator’s responsibility to direct and allocate staff time. Similarly, City Councilmembers and board, committee and commission members schedule their meetings so City staff may be available to carry out day-to-day business. The City Administrator will assign staff liaisons to assist boards, committees and commissions as necessary. Boards, committees and commissions

meet regularly and, as a group, present their issues and concerns to the City Council through reports and recommendations.

Advisory groups will consider the recommendations and proposals of the City Administrator and City staff. If the board, committee or commission is not in agreement with the recommendations of the City staff, the City Administrator should describe any difference of opinion in writing to the City Council. Any differences of opinion may be discussed at the Council meeting.

Removal of Members of Boards and Commissions.

If the Mayor or the City Council wishes to remove an appointee, they shall follow the procedures required by State law or City Code.

Abolishment of a Board or Commission.

The abolishment or modification of a board or commission shall be done in accordance with applicable State law or City Code.

FISCAL MATTERS

The financial plan for the City's operating revenues and expenditures plus capital improvements is prepared according to State law and specific guidelines provided by the City Administrator.

Departments develop capital projects deemed necessary according to requests from the City Council, boards, committees or commissions, the public, or the departments themselves. Any funds to be spent by boards, committees or commissions are budgeted in the financial plan of the department, which works with each respective body. Typically, a board, committee or commission that oversees operations of a department (such as the Library Board of Trustees or Water Works) will review and approve its financial plan before it is submitted to the City Administrator.

The City Council will hold work sessions to review and finalize the entire financial plan. In accordance with State regulations, the proposed one-year budget is published in the local newspaper in general circulation, prior to a public hearing. The City Council simultaneously holds a public hearing on the entire financial plan and one-year budget and adopts them at the same time. The one-year budget is required by the State and must be adopted by March 15 of each year.

Purchasing Procedures.

For purchasing procedures for the City of Marshalltown, see the Purchasing Policy.

PART 2. PUBLIC PARTICIPATION IN MEETINGS

GENERAL

One of the goals of the City Council rules is to create an atmosphere of efficiency, fairness and maximum participation. It is the responsibility of the Mayor, the Councilmembers, City staff and members of the public to maintain common courtesy and decorum throughout any meeting.

Members of the public have the right to attend City Council meetings, subject to the need to maintain order and space limitations.

The City Council meeting space will, to the extent possible, be arranged so that all interested persons can observe the meeting and hear all Council discussions and votes.

The Mayor, Councilmembers, City staff and members of the public should speak one at a time in a civil and courteous manner so as to be heard by all persons in attendance.

All cell phones or other communication devices should be silenced during City Council meetings. No one should take a voice phone call during a Council meeting without first leaving the Council chambers and closing the chamber doors.

PUBLIC PARTICIPATION

All persons attending are asked to observe the following when speaking:

- a) Only persons recognized by the Mayor will be allowed to speak. During public hearings or at other allowable times, members of the public will not address items on the agenda unless and until recognized by the presiding officer.
- b) A person recognized to speak should approach the podium, state his or her name and address, and make his or her statement as briefly as is possible. Speaking times are limited to three (3) minutes.
- c) All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilmember specifically.
- d) A person recognized to speak should maintain a courteous and polite demeanor, as well as refrain from using inappropriate, combative, profane or abusive language, or attacking the character of City officials and employees in a personal manner.
- e) Persons may address the City Council for the reading of protests, petitions or communications relating to any matter over which the Council has jurisdiction. When anyone appears before the City Council stating he or she has a petition, the Mayor will accept the petition and the minutes will reflect that action. The Mayor and City Council are not permitted to respond to or engage in debate or discussion concerning subjects raised by members of the public which are not on the posted agenda.
- f) A person should not address the City Council about issues that are known to be within the responsibility of other City staff/officials and have not been previously presented to that responsible party.

- g) Persons should not engage other members of the public while addressing the City Council or engage individual Councilmembers in a discussion, except as permitted by the Mayor.

Councilmembers may, in their individual discretion, make themselves available to persons attending the meeting before or after the City Council meeting.

HANDLING REQUESTS DURING MEETINGS

The City Council may not take action on any matter not specifically posted on the agenda. However, City staff may note any request for immediate action by City staff or, if necessary, by the City Council at a later meeting.

PART 3. PUBLIC RECORDS AND OPEN MEETINGS LAW

PUBLIC RECORDS/OPEN RECORDS

Availability of public records is governed by the Iowa Open Records Law, Iowa Code Chapter 22.

OPEN MEETINGS LAW

The Iowa Open Meetings Law is addressed in Iowa Code Chapter 21.