CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
NOVEMBER 26, 2018, 5:30 PM

A. **NOTICE TO PUBLIC**

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

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

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

1. Years Of Service
   Ellen Youds - 5 years
   Gene Slingluff - 10 years
   Tim Eggers - 40 years

F. **CONSENT AGENDA**

1. Approve Council Minutes, November 12, 2018

   Documents:

   2018-11-12_Council-minutes.pdf

2. Approve Bill List In The Amount Of $1,910,961.46

   Documents:

   2018-11-26_BillList.pdf

3. RESOLUTION 2018-206 AUTHORIZING A GRANT APPLICATION FOR $100,000 TO THE IOWA DEPARTMENT OF NATURAL RESOURCES URBAN CONSERVATION WATER QUALITY INITIATIVE GRANT FOR THE PARKING LOT RENOVATION AT CHURCH AND FIRST STREETS

Documents:

Res for WQI Grant.pdf

4. RESOLUTION 2018-207 APPROVING A QUOTE FROM CLEAR SPAN FOR TORNADO-RELATED REPAIRS TO THE HOOP BARNS

   Documents:

   Res Approving Hoop Barn Repair Bid.pdf
   Hoop Barn Repair Quote.pdf

5. Approve Alcohol License Renewals -January And February Renewals

   BPOE Lodge #312, East Side Liquor & Grovery, Rumours Sports Bar, 7 Rayos Liquor store, Mama DiGrado's Pasta and Pizza, Iowa River Brewing Company, Inc., Ocean City Chinese Restaurant, Abarrotes La Salud, Inc., Kwik Star $607, Express Mart.

G. **RESOLUTIONS**

1. Public Hearing On The Sale Of 213 East Main Street (With Resolution 2018-208)

   Resolution 2018-208 Authorizing Sale of City-Owned Property Located at 213 East Main Street

   Documents:

   2018HoldHrgDispos 213 E Main.pdf
   CEDG - Marshalltown - Offer to Buy 02 (CEDG).pdf
   Cohen-Esrey Response 213 E Main.pdf

2. Public Hearing On An Agreement With The MCBD (With Resolution 2018-209)

   RESOLUTION 2018-209 Approving FY 2019-20 Agreement with Marshalltown Central Business District

   Documents:

   Res HrgApprvFY2019-20MCBDAgmt Marshalltown422742-28-v1-v1.pdf

3. RESOLUTION 2018-210 APPROVING A CONTRIBUTION OF $6,780 TO THE 13TH STREET DISTRICT FOR SECURITY CAMERAS

   Documents:

   Res for 13th Street Security Camera Contribution.pdf

4. RESOLUTION 2018-211 APPROVING AMENDMENT TO THE COMPREHENSIVE PLAN OF 2030 FOR PARCEL 8318-11-426-

005 AND PARCEL 8318-11-426-007 FROM LOW DENSITY RESIDENTIAL TO MIXED USE

Documents:

11-26-2018_2018-211_CCMemo_Amend Comprehensive Plan_112618.pdf
11-26-2018_2018-211_RES Comp Plan Stalzer Amendment 1118.pdf

5. RESOLUTION 2018-212 APPROVING THE FY2018 ANNUAL FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN

Documents:

Resolution Approving Annual Financial Report for FY2018.pdf
Annual Financial Report for FY2018 Memo.pdf
Annual Financial Report for FY18.pdf

6. RESOLUTION 2018-213 APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN

Documents:

Resolution Approving Annual Urban Renewal Report.pdf
Annual Urban Renewal Report Memo.pdf
Urban Renewal Report FY2018.pdf

7. RESOLUTION 2018-214 AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE CITY OF MARSHALLTOWN

Documents:

Resolution Certification of TIF Indebtedness.pdf
TIF Loans and Certification to County Auditor Memo.pdf
TIF2 EastSideCITYTIFIndebtednessCertification.pdf
TIF3 Southside CITYTIFIndebtednessCertification.pdf
TIF4 Uptown CITYTIFIndebtednessCertification.pdf
TIF5 Wandering Creek CITYTIFIndebtednessCertification.pdf

8. Police And Fire Building Change Orders

1. RESOLUTION 2018-215 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF $7959.47

Documents:

Garling CO.pdf
Garling11152018091202_001.pdf

2. RESOLUTION 2018-216 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS,CURTAINWALLS & GLAZING FOR FORMAN FORD AN INCREASE OF $719.00

   Documents:

   Forman Ford CO.pdf
   Forman Ford11152018092500_001.pdf

3. RESOLUTION 2018-217 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF $18,848.00

   Documents:

   Hilsabek CO.pdf
   Hilsaabeck Schacht11152018094422_001.pdf

4. RESOLUTION 2018-218 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. A DECREASE OF $3,051.00

   Documents:

   Tonys Plumbing (2).pdf
   Tonys Plumbing11152018095750_001.pdf

5. RESOLUTION 2018-219 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF $8,202.30

   Documents:

   Devries CO.pdf
   Devries Electric11152018100842_001.pdf

6. RESOLUTION 2018-220 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#2-1 SITE DEMOLITION AND EARTHWORK FOR CON-STRUCT, INC. AN INCREASE OF $20,072.82

   Documents:

   Con-Struct CO.pdf
   Con-Struct Co11152018101330_001.pdf

7. RESOLUTION 2018-221 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT

BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC. A DECREASE OF $5,701.00

Documents:

Allied Construction Services.pdf
Allied Const11152018095058_001.pdf
November Story11152018101507_001.pdf

9. RESOLUTION 2018-222 APPROVING AN ENGINEERING SERVICES AGREEMENT WITH FOX ENGINEERING ASSOCIATES INC., FOR THE 1ST STREET PARKING LOT IMPROVEMENTS

Documents:

Res Approving ESA w Fox for 1st Street Parking Lot.pdf
LTR - 2018 11 21 - Kinser - Eng Agreement - SPS.pdf

H. ORDINANCES

1. PUBLIC HEARING: REZONING ORDINANCE
AN ORDINANCE APPROVING REZONING APPROXIMATELY 34.7 INCLUDING PARCEL 8318-11-426-005 AND PARCEL 8318-11-426-007 FROM R-2 LOW DENSITY RESIDENTIAL TO TN TRADITIONAL NEIGHBORHOOD, First Reading.

Documents:

CCMemo_Stalzer Rezone_112618.pdf
ORD Stalzer rezoning.pdf
Stalzer Rezoing Application.pdf

I. DISCUSSION

J. PUBLIC COMMENT

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

K. ADJOURN

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

Council Proceedings
November 12, 2018

Mayor Greer called the meeting to order at 5:30 PM, November 12, 2018, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Isom, Lamer, Martin and Wirin. Absent: Hoop.

Special Recognition - Dan Brandt & Joan Moore MPD Volunteer Service; Marshalltown Tree Restoration Drive Fund Raiser

CONSENT AGENDA:
Lamer moved to adopt the consent agenda as amended: Approve Council Minutes, October 22, 2018, and November 5, 2018; Approve Bill List In The Amount Of $2,832,187.08; Receipt Of Civil Service Lists, Street Maintenance Worker II And Firefighter New Hire; Motion To Set A Public Hearing For November 26, 2018, On An Ordinance To Rezone Property East Of Wal-Mart (Parcel 8318-11-426-005 And 8318-11-426-007); RESOLUTION 2018-197 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE RUNWAY END 18 AND CONNECTING TAXIWAY TO RUNWAY 36, BEING PROJECT NO. 77016010, WITH A FINAL PROJECT COST IN THE AMOUNT OF $475,332.19; RESOLUTION 2018-198 APPROVING MANDATORY REPORTING POLICY FOR THE CITY OF MARSHALLTOWN; second by Gowdy. Motion carried 6-0.

Lamer moved to approve a motion to set a public hearing for November 26, 2018, on an Ordinance To Amend The Planned Unit Development For The Property Located At 1501 S. 7th Avenue (Parcel 8318-01-151-005), second by Isom. Motion carried 6-0.

REPORTS:
13th Street District Update, Neil Dalal, President, asked the council for monetary support $6,780, for the security camera project. Isom moved to place the item on the next meeting agenda, second by Lamer. Motion carried 6-0.

RESOLUTIONS:
Cahill moved to adopt RESOLUTION 2018-199 APPROVING AN AGREEMENT WITH SHORT ELLIOT HENDRICKSON INC. FOR THE DEVELOPMENT OF A DOWNTOWN MASTER PLAN, second by Isom. Spohnheimer stated the funding is from grants. Public input is encouraged. The project will wrap up in late spring 2019. Resolution adopted 6-0.

Isom moved to adopt RESOLUTION 2018-200 SETTING DATE FOR PUBLIC HEARING ON AN AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT FOR FISCAL YEAR 2019-20, second by Wirin. The MCBD will be including all downtown businesses. The additional funding ($40,000) will be supported by Tax Increment Financing. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2018-201 AUTHORIZING THE ISSUANCE OF $2,400,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018, AND PROVIDING FOR THE LEVY OF TAXES TO PAY SAME, second by Martin. Resolution adopted 6-0.

Mayor Greer opened the public hearing on the sale of 22 North Center Street at 6:12 PM. There were no written comments received other than the written bids. David Hicks, Director of the Youth and Shelter Services (YSS), explained the acquisition of the building would allow them to expand their services and utilize the entire building. Mark Eaton, submitted a bid which included a lease back option, with the city retaining responsibility for upkeep of the building. Several individuals spoke in favor of the Eaton proposal. Lamer said the YSS bid of $35 was too cheap. Greer declared the public hearing closed at 6:44 PM.

Wirin moved to adopt RESOLUTION 2018-202 AUTHORIZING SALE OF CITY-OWNED PROPERTY LOCATED AT 22 NORTH CENTER STREET, with sale to YSS for $35, second by Isom. Lamer moved to table, second by Cahill. Motion to table carried 4-2, with Wirin and Isom dissenting.

Lamer moved to adopt RESOLUTION 2018-203 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A MECHANICALLY-CLEANED BAR SCREEN BY ENGINEERED

EQUIPMENT SOLUTIONS. FOR THE PRICE OF $133,898.00, second by Wirin. This equipment will be installed at the Riverview park storm water station. Resolution adopted 6-0.

Gowdy moved to adopt RESOLUTION 2018-204 AUTHORIZING A FULL-TIME FIRE MARSHALL POSITION, second by Lamer. Chief Rierson stated the full time position will be more efficient for the department. Resolution adopted 6-0.

Martin moved to adopt RESOLUTION 2018-205 AUTHORIZING A LETTER OF COMMITMENT WITH HABITAT FOR HUMANITY OF IOWA TO SERVE AS THE VOLUNTEER ORGANIZATION ACTIVE IN DISASTER FOR PROJECT VALOR, second by Cahill. Resolution adopted 6-0.

DISCUSSION:

Lamer directed staff to proceed with design of a large airport hangar 100x120' with a large door and terminal, with the best utilization of federal funds, second by Martin. Motion carried 6-0.

Wirin moved to set a public hearing for accepting the Landover Proposal on December 26, 2018, for the East State Street properties, second by Isom. Motion carried 5-1, with Lamer dissenting.

Housing and Community Development Director Spohnheimer provided an update on the placarded properties, emphasizing the city has no desire to acquire privately owned properties, and is working to communicate with property owners.

PUBLIC COMMENT:

Linda Clark complained about the rental properties adjacent to her parcel.

The meeting adjourned at 8:12 PM.

Respectfully submitted,

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____

ATTEST: Joel T.S. Greer, Mayor

_____

Shari L. Coughenour, CMC, City Clerk

Advertising

T-R/10	841.60
US.Yellow.Pgs/1	229.00

Buildings/Improvements

D.C.Taylor/1	66,800.21

Consulting & Professional Fees

AHLERS.COONEY/2	715.00
Bernie.Lowe/2	1,269.37
Bernie.Lowe.Asc/2	5,838.00
Bolton&Menk.Inc/3	28,733.00
DTN.LLC/1	528.00
Fox.Engrg.Assc/2	18,190.16
Grimes.Buck.Sch/1	2,835.00
Wellmark.Inc./1	10,628.10

Contracts

Aramark.Unfrm/3	21.36
Bishop.Engr/1	750.00
Electric.Supply/2	0.00
GearGrid.Corp/6	19,051.77
HDR.Engrg/1	5,239.00
IA.Dept.Insp.Ap/2	119.44
Ind.Ag.Services/1	1,068.37
Jensen.Inc/2	20,030.00
Koch.Office/1	108.65
Marsh.Co.Landfi/3	259.05
Menards/1	39,281.71
Mtwn.Aviation/1	642.00
Network.Fleet/1	435.30
ONSITE.INFO.DES/2	160.00
Plumb.Supply/1	3,184.05
Safety-Kleen/1	230.00
Schendel.Pest.C/2	98.00
Schumacher.Elev/2	421.45
Teamwork1/1	6,633.41
Theisens.Supply/1	24,545.05
TIG.Distribtg/1	33,000.00
Tyler.Technolog/10	31,455.87
Xerox.Corp/2	109.70

Debt Service

Bankers.Trust/31	765,253.25

Land & Improvements

Burgess,J/1	2,500.00

Medical

Bernie.Lowe/3	9,470.46
Lifeworks.Us/1	1,163.31
Medtrak.Service/6	873.73
Occ.Med.Plus/2	214.00
Unity.Point.Clc/4	126.00
Wellmark.Inc./5	226,470.28

Payroll.Deductions

American.Educa./1	64.41
AXA/1	425.00
Collection.Svs./6	2,438.33
Colonial.Life/2	522.21
Fidelity.Securi/3	390.76
Fire.Union.Dues/2	1,260.00
I.R.S./9	77,083.70
IA.Treasurer/7	36,989.79
ICMA.457/12	10,809.65
Meskwaki Nation/1	300.34
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/5	7,573.53
UAW.Local 893/1	148.48

Payroll.Net

Payroll/1	274,316.16

Refund/Reimbursed

Bane,K/1	157.11
Bell,T/1	147.84
Bresler,D/1	181.67
Crane,B/1	32.83
DREY,F/1	252.53
Estate.Chrystal/1	258.80
Estate.Quam/1	518.00
Forster,D/1	83.16
IA.Treasurer/1	3.49
JENSEN,K/1	111.93
Johnston,R/1	73.92
KASISCHKE,S/1	52.36
Olinger,W/1	382.97
Phillips,J/1	90.00
Pohle,J/1	166.29
Tietje,J/1	24.64
Wellmark.Inc./1	-11,118.75
WOODRIDGE,R/1	30.80

Service/Repairs

Arnold.Motor.Su/2	47.04
Beecken,H/1	615.00
Bens.Tire/1	180.00
Central.Ia.Prop/1	50.00
Century.Link/25	176.40
Cntrl.IA.Machin/1	318.78
Devig,T/15	1,924.35
Elect.Engr.Eqpt/1	165.00
FEAGAN,C/1	60.00
FedEx/1	73.08
Gale-Hazen,E/1	15.00
Gale-Hazen,K/1	217.50
Hanke,R/2	182.00
Hannam.Autom/1	1,350.00
Hanus,N/1	33.50
Heart.of.Iowa/4	430.18
Hydro-Klean,LLC/1	18,611.16
IA.NAHRO/1	225.00
IA.Treasurer/2	20,467.72
IDALS/3	45.00
Independent.Ins/1	3,875.00
Jensen.Inc/1	419.83
Ledford,M/6	2,550.00
Manatt's.Inc/1	23,767.15
Marshall.Co.Tax/4	261.00
MarshallCo.Abst/1	125.00
McAtee.Tire/4	189.00
Method.Occup.He/1	856.00
Mtwn.Aviation/2	1,570.18
Occ.Med.Plus/2	228.00
P.C.M-G.Inc/1	370.00
Racom.Corp/3	552.50
Safelite.AutoGs/1	50.00
Story.Constr/3	13,298.14
Thermo.King/2	603.30
Tri.State.Lock/1	60.00
WICKHAM,M/2	255.00
Wolfe.Clinic/11	340.00

Supplies/Parts

Adland.Engrvg/1	536.25
AirFilter.Servc/1	338.02
Airgas.U.S.A./1	29.38
Arnold.Motor.Su/47	1,938.23
Bens.Tire/1	36.00
Cessford.Constr/3	122.69
Cntrl.IA.Farm/2	344.65
Cntrl.Office/13	195.82
Concrete/4	597.88

Dave.Wright.Bui/4	670.44
Diamond.Vogel/5	289.39
Digital.Ally/1	145.00
Electric.Supply/1	2,851.45
Emblem.Auth/1	415.00
Fastenal.Co/2	202.07
Galls.LLC/3	317.15
Hanke,R/2	1,932.94
Hannam.Autom/1	1,200.00
In.Stitches/1	17.50
ISCIA/1	150.00
Marsh.Co.Engr/23	21,611.93
Marshall.Co.Ext/3	140.00
McAtee.Tire/3	568.08
Midland.Scienti/2	187.87
Minuteman/4	468.59
Miracle.Recreat/1	580.00
Mobotrex.Inc./2	230.00
Mtwn.Aviation/1	32.73
Municipal.Emerg/1	131.17
Napa.Auto/7	205.80
Northern.Lights/1	436.66
Nutrien.Ag.Sol/7	2,789.94
Outdoor.Recr/1	1,730.00
Racom.Corp/3	786.47
Reliant.Fire.Ap/1	68.13
Safelite.AutoGs/1	208.10
Safety-Kleen/2	457.85
Star.Equipmt/2	108.10
Storey.Kenwrthy/3	1,407.33
Testamerica/2	88.20
Thermo.King/1	240.00
Tri.State.Lock/1	24.00
VanWall.Equip/1	56.41
Travel/Training	
Lazenby,K/1	184.08
Tejada,J/1	16.81
Weekley,S/1	31.60
Utilities	
AlliantEnergy/63	36,335.47
Consumr.Energy/2	432.39
Mtwn.Wtrwrks/9	937.63
WoodRiver.Enrgy/1	32.28
Total/558	**1,910,961.46**

RESOLUTION AUTHORIZING A GRANT APPLICATION FOR $100,000 TO THE IOWA DEPARTMENT OF NATURAL RESOURCES URBAN CONSERVATION WATER QUALITY INITIATIVE GRANT FOR THE PARKING LOT RENOVATION AT CHURCH AND FIRST STREETS

WHEREAS, annually the Iowa Department of Natural Resources provides funding for water quality improvement projects in urban areas; and

WHEREAS, the City Council has voted to move forward with the parking lot renovation at Church and 1st Streets which will create a green parking lot to utilize permeable pavers and bioswales to help control stormwater runoff; and

WHEREAS, the City of Marshalltown has already received Sponsored Project funding through the Iowa Finance Authority in the amount of $290,000 for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, staff is hereby authorized to submit a grant application to Iowa Department of Natural Resources in the maximum application amount of $100,000 for the parking lot project; and

BE IT FURTHER RESOLVED, should the grant be received, the Mayor is hereby authorized to execute all documents to accept the grant funding.

Passed this 26th day of November, 2018, and signed this _____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel T.S. Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING A QUOTE FROM CLEAR SPAN FOR TORNADO-RELATED REPAIRS TO THE HOOP BARNS

WHEREAS, the tornado on July 19, 2018, caused damage to multiple City facilities, including the hoop barns located on the Wastewater Treatment Plant property; and

WHEREAS, a quote repairs was obtained from the Clear Span repairs to the structures at a cost of $75,627.67; and

WHEREAS, the roof replacement is completely covered by the City's insurer, with the work being approved by the adjuster for the City's claim;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Purchasing Policy is hereby waived to forgo the requirement to get another bid for the hoop barn repairs, and the quote from Clear Span is hereby accepted.

Passed this 26TH day of November, 2018, and signed this _____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Corporate Offices 1395 John Fitch Blvd., South Windsor, CT 06074
Distribution Center 1440 Field of Dreams Way, Dyersville, IA 52040
Phone: 1.866.643.1010 • Fax: 1.800.457.8887
International Fax: 860.760.0210
Website: www.ClearSpan.com

Cust ID: 8851300
Quote Number: 916770

QUOTE

Quote To:

CITY OF MARSHALLTOWN
24 N CENTER ST
MARSHALLTOWN IA 50158-4911

Phone: 6416918546 Fax:

Date: 8/29/2018
Expires: 9/28/2018

Quote Total : **$75,627.67**

Line	Part	Description	Qty	Price	Total Price
1	QE100HQS003WN	END PNL 100' 12.5WHT 14XCTR 24"GFLP	2.00	$5,594.400	$11,188.80

Line	Part	Description	Qty	Price	Total Price
2	108478	1" SCH 80 PVC CONDUIT BELL END,10'	820.00	$2.000	$1,640.00

Line	Part	Description	Qty	Price	Total Price
3	WF6990	PVC CEMENT H/D 1/2 PT	2.00	$7.590	$15.18

Line	Part	Description	Qty	Price	Total Price
4	111399	12' SEWN 1" STRAP(2GRMT)1" RATCHET COMBO	410.00	$11.290	$4,628.90

Line	Part	Description	Qty	Price	Total Price
5	CC5391	STRAP,YELLOW,2"X 5',W/RED STRIPE (EA)	24.00	$4.000	$96.00

Line	Part	Description	Qty	Price	Total Price
7	100202	QCT100HK060S015- KDR COVER CONVERT	2.00	$16,681.470	$33,362.94

Line(7) - Miscellaneous Charge -

DISCOUNT -14,118.04

Corporate Offices 1395 John Fitch Blvd., South Windsor, CT 06074
Distribution Center 1440 Field of Dreams Way, Dyersville, IA 52040
Phone: 1.866.643.1010 • Fax: 1.800.457.8887
International Fax: 860.760.0210
Website: www.ClearSpan.com

Cust ID: 8851300

Quote Number: 916770

QUOTE

Line	Part	Description	Qty	Price	Total Price
8	700000	BUILDING INSTALL /SQFT	1.00	$38,085.000	$38,085.00

QUOTE - Miscellaneous Charge -

FREIGHT	728.89

Please Note:
Appropriate sales tax to be calculated at time of order.

RESOLUTION_____

Authorizing Sale of City-Owned Property Located at 213 East Main Street

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 4 (the "Urban Renewal Area"); and

WHEREAS, the City has received an offer (the "Offer") from Cohen-Esrey Development Group, LLC for the purchase of real estate owned by the City located in the Urban Renewal Area at 213 East Main Street (the "Property"); and

WHEREAS, pursuant to Sections 403.8 and 403.9 of the Code of Iowa, the City has published notice, including an invitation to developers to submit competitive proposals for the acquisition and use of the Property, has held a public hearing on the Offer, and has otherwise complied with statutory requirements for the approval of the Offer; and

WHEREAS, the City received no other offer for the Property;

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

Section 1. The Council hereby finds that a public purpose will reasonably be accomplished by accepting the Offer from Cohen-Esrey Development Group, LLC for the purchase of the Property for the amount of $1.00, for the purpose of constructing approximately 52 affordable housing units.

Section 2. The Offer is hereby approved, the sale of the Property to Cohen-Esrey Development Group, LLC, is hereby approved on the terms included in the Offer to Buy Real Estate, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver all documents necessary to transfer ownership of the Property to Cohen-Esrey Development Group, LLC.

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

Passed and approved November 26, 2018.

_____
Mayor

Attest:

_____
City Clerk

• • • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve an offer to purchase city-owned property.

WITNESS MY HAND this _____ day of _____, 2018.

_____
City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)

TO: The City of Marshalltown, Iowa (Sellers)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Marshalltown, Iowa, locally known as Parking Lot at 213 E Main Street, Marshalltown, Iowa and legally described as:

Lot 4 and Lot 5, except the West 43 feet of Lot 5, all in Block 13, Town of Marshall, Marshall County, Iowa

Parcel ID #8418-35-203-003

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for construction of a 4-story structure with approximately 52 affordable units.

1. PURCHASE PRICE. The Purchase Price shall be One Dollar ($1.00) and the method of payment shall be as follows: One dollar with this offer, to be deposited upon acceptance of this offer and held in trust by Seller as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any.

2. REAL ESTATE TAXES. Sellers shall pay no real estate taxes as Property is currently tax exempt. Buyers shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. SELLER shall pay in full at time of Closing (as defined herein) all special assessments which are due and payable prior to the closing date, or which are a lien on the Property.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with the Title Company (as defined herein) in such amounts required by the Title Company to remove such item from the title policy, provided that the required escrow shall in no event be less than the amount required to pay such liens when payable, with any unused funds returned to SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on closing. "Closing" shall occur on or before October 1, 2019, or such other date as may be mutually agreed upon by the parties, subject to the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within forty-eight (48) hours prior to Closing to assure that the Property is in the condition required by this Agreement. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at Closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

The following items shall not be included: No Exceptions.

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the Property.

A. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain through the offices of Iowa Title Guaranty ("Title Company") an abstract of title (the "Abstract") to the Property continued through the date of acceptance of this Agreement from an abstracter qualified by Title Company, and deliver it to BUYERS' attorney for examination. The Abstract shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title and obtain final title opinion in form acceptable to Title Company to allow Title Company to issue an Iowa Title Guaranty Certificate at Closing. If Closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full.

9. SURVEY. BUYERS may, at BUYERS' expense prior to Closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect and SELLERS shall reasonably cooperate with BUYERS in obtaining necessary easements to cure such title defects. In the event

such title defects cannot be cured prior to Closing, BUYERS may terminate this Agreement and the parties shall have no further rights or obligations under this Agreement.

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. BUYERS may at their expense, within thirty (30) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to Closing from the holder of such lien, showing the correct balance due.

13. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

14. NOTICE. and (i) delivered personally, (ii) sent via a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, (iii) sent via U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, (iv) sent via telefax or electronic mail facsimile (provided that confirmation of transmission is received by the sender) or (v) sent via email (provided that confirmation of delivery is received by sender), addressed to the parties at the addresses given below.

15. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

16. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

17. CERTIFICATION. BUYERS and SELLERS each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to my breach of the foregoing certification.

18. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. SELLERS represent and warrant to BUYERS that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.

19. ADDITIONAL PROVISIONS. SEE ATTACHED ADDENDUM.

20. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before December 1, 2018, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted _____, 2018

SELLERS

The City of Marshalltown

By_____
Mayor

By_____
City Clerk

Address: 24 N Center Street
Marshalltown, IA 50158
Telephone: (641) 754-5701
Email: _____

Dated _____, 2018

BUYERS

Cohen-Esrey Development Group, LLC

By_____
Thomas L. Anderson, Authorized Agent

Address: 6800 W 64th Street, Suite 101
Overland Park, KS 66202
Telephone: (913) 671-3300
Email: tanderson@cohenesrey.com

ADDENDUM

1. BUYERS agree that it intends to acquire this Property in order to build a 4-story structure with approximately 52 affordable units, with adequate parking on the site and other adjoining sites BUYERS may have or may acquire.

2. BUYERS agree that it will commence construction on or before March 1, 2020 and will complete construction on or before March 1, 2021. If BUYERS are delayed in the performance of any of its obligations in this Agreement due to circumstances beyond the reasonable control of BUYERS, including, but not limited to, acts of God, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, strikes, embargoes, unavailable materials, breach of contract by contractors or subcontractors, adverse weather conditions, legally required environmental remediation actions and other acts of force majeure, then the performance of such obligations by BUYERS shall be postponed by an amount of time commensurate with the period of such delay. In addition to the foregoing, SELLERS acknowledge and agree that certain undertakings in connection with construction of the project will require approval by SELLERS, and SELLERS agree to use best good faith efforts to obtain such approvals on a timely basis.

3. BUYERS further agree that if it fails to commence and complete this project within the period described above, subject to extension as mutually agreed upon by the parties, that BUYERS shall reconvey the Property to Seller for the same consideration as is stated herein.

4. That this offer is subject to no contingences on the part of the BUYERS.

The City of Marshalltown

By_____
Joel Greer, Mayor

By_____
Shari Coughenour, City Clerk

Cohen-Esrey Development Group, LLC

By_____
Thomas L. Anderson, Authorized Agent

Cohen-Esrey Development Group, LLC
6800 W. 64th Street, Suite 101
Overland Park, KS 66202
Main: 913.671.3300
FAX: 913.671.3301

Date: October 15th, 2018
Request for Proposal: Sale of 213 East Main Street
Presented By: Cohen-Esrey Development Group, LLC
Parcel ID: 8418-35-203-003
Lot Area: 0.32 Acres

MARSHALLTOWN SENIOR RESIDENCES SITE PLAN
LETTS-FLETCHER BUILDING RESTORATIONS
10.15.2018

COHEN-ESREY

ASK STUDIO

Overview of Organization

Cohen-Esrey (cohenesrey.com) is a multifamily housing developer based in Overland Park, KS. Cohen-Esrey Development Group (CEDG) is the development arm of the company with a focus on developing Workforce and Affordable housing developments. We specialize in working with cities, communities, and neighborhoods to help develop urban infill projects as well as rehabbing existing historic and other buildings into attractive, quality affordable housing.

In the last 20 years, CEDG has developed over 50 properties representing 2600 units.
In recent years, CEDG has accelerated its development activity. The developments have been Affordable Housing projects; utilizing a combination of Low Income Housing Tax Credits, state and federal Historic Tax Credits, and other creative public and private funding sources. Types of developments include new construction, urban infill, adaptive reuse of historic buildings, and acquisition/rehab of existing buildings.

In addition, CEDG's affiliate, Cohen-Esrey Communities, currently manages 7000 units in 25 states. Together, the Cohen-Esrey family of companies brings a wealth of development, financing, and property management expertise to every project in which it is involved. Moving forward, CEDG is expanding its development reach and products by incorporating mixed-use, mixed-income projects to assist cities, communities, and neighborhoods meet their toughest development and housing challenges.

Cohen-Esrey is a privately held company that employs about 300 employees with a 50+ year track record. Financial Statements may be provided at a later date if necessary.

Please consult Cohen-Esrey's website (cohenesrey.com) for additional information on projects and personnel.

Contact Persons for Project (see attached):

Brian Sweeney, Development Director. bsweeney@cohenesrey.com. 612.817.3266. 640 Main Street North, Suite 32, Stillwater, MN 55082.

Jon Atlas, VP of Development. jatlas@cohenesrey.com. 913.671.3389. 6800 W 64th Street, Suite 101, Overland Park, KS. 66202.

Tom Anderson, Managing Director. tanderson@cohenesrey.com. 913.671.3363. 6800 W 64th Street, Overland Park, KS. 66202.

Cohen-Esrey Principals: Robert Esrey serves as Cohen-Esrey's Chairman and Lee Harris is President and CEO.

Use of Property

Cohen-Esrey Development Group intends to acquire the parking lot build a 4-story structure with approximately 52 affordable units. Parking will be behind the building and to the south allowing residents' easy access.

Intended Improvements

Cohen-Esrey intends to build a 4-story building that occupies the parking lot on Main Street. The project is intended to have approximately 52 units and cost approximately $10 million.

Purchase Price

Cohen-Esrey is offering $1.00 to purchase the parking lot on Main Street (Parcel ID: 8418-35-203-003).

Contingences

The sale of this property will have no contingencies.

CEDG: KEY DEVELOPMENT PARTNERS

ARCHITECT: ASK Studio, Des Moines, will serve as the architect and designer of the Marshalltown Senior Residences development. Brent Schipper is the Principal of ASK Studio. The firm is one of the most experience architects in the upper Midwest in providing design for Workforce and Affordable housing projects. Over the past decade ASK Studio has designed new, repurposed, or remodeled units in over 60 affordable housing projects, representing over 3000 affordable units. ASK Studio has had dozens of design, preservation, and environmental awards (see askstudio.com) for current project information.

Tom Anderson, Managing Director

Tom Anderson serves as Managing Director of CEDG. In his role, Tom is responsible for strategic planning and execution of all CEDG business lines as well as day-to-day management of a growing team of Development Partners. Previously he served as Director of State Tax Credits with Cohen-Esrey Capital Partners, LLC (CECP). Prior to his tenure at Cohen-Esrey, Tom was Senior Vice President for Q10|Triad Capital Advisors, a Midwest regional commercial mortgage banking company, where he ran all loan production activities for the Kansas City office. Tom's background also includes multi-family and commercial property management, leasing, investment sales, asset management, development, and project management. In total, Tom brings over 25-years of experience in the commercial real estate industry to his position with CEAP with emphasis on institutional-quality real estate and building high-performing teams. Tom is a graduate of Florida State University with degrees in Finance and Real Estate.

Jon Atlas, Vice President of Development

In his role as Vice President of Development, Jon conducts site analyses, creates financial models, assembles development teams, attracts financing, and executes the application process for Low-Income Housing Tax Credit projects throughout Cohen-Esrey's footprint states. Jon has many years of housing, tax credit, and policy experience. Prior to joining Cohen-Esrey, Jon was a vice president at JP Morgan in Chicago, where he underwrote and closed more than 40 LIHTC transactions across the country, totaling $500 million in equity. He previously worked for National Equity Fund as an associate fund manager, raising LIHTC equity from institutional tax credit investors. In addition, Jon served as a legislative assistant for two members of Congress in Washington, D.C., advising them on a variety of topics including housing, economic development, taxes, and public safety. Jon graduated from Duke University, where he received a degree in public policy. He also has a master in business administration from the University of Chicago with concentrations in finance, economics, and entrepreneurship.

Brian Sweeney, Development Director

Brian Sweeney joins Cohen-Esrey Development Group in 2015 and serves as Development Director for Cohen-Esrey serving Minnesota, Iowa, and Wisconsin. Brian previously was Director of Planning and Economic Development for the City of St. Paul as well as Executive Director of the St. Paul Housing and Redevelopment Authority (HRA) where he was a key development player for downtown, riverfront, and community development projects. He oversaw the city's allocation of the Section 42 Low Income Housing Tax Credits (LIHTC), federal and state historic tax credits allocations, and helped launch numerous mixed-use, mixed-income development projects in St. Paul. Later,
Brian was also President of a Twin Cities urban multi-family housing developer that specialized in working closely with Twin Cities communities assisting in helping turn around troubled city-owned properties, including serving as Master Developer for the 8-acre development now known as Terra Springs, a 5-bulding, 175 unit developments on Main Street in Stillwater, MN. Brian, who lives in Stillwater, MN, is an Urban Studies major from the George Washington University, Washington, DC.

Charles Robinson, Vice President Design & Construction

Charles Robinson serves as Vice President of Design and Construction of Construction Technologies, LLC (CT). Charles has been in the construction industry since 1995. In his role, Charles is responsible for management of the design and construction business line as well as the day-to-day management of project management, construction management, financial management, quality management, risk management, and all other company operations involving construction. Charles brings over 20 years of experience in the construction industry and managed the construction of more than $250,000,000 in multi-family, industrial, medical facilities and railroad infrastructure projects. Prior to joining Cohen-Esrey, Charles owned and operated a general contracting company where he constructed several complex projects nationwide and partnered with Fortune 500 construction companies as a subcontractor on large infrastructure development projects. Charles graduated from the University of Nebraska Lincoln in 1997 where he played NCAA Division I Basketball and earned a Bachelor of Science Degree in Civil Engineering. He also has Master Degree in Business Administration from Bellevue University with concentrations in management and entrepreneurship.

HOLD HEARING AND APPROVE FY2019-20 AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT

422742-28

Marshalltown, Iowa

November 26, 2018

A meeting of the City Council of the City of Marshalltown, Iowa, was held at _____ o'clock p.m., on November 26, 2018, at the Council Chambers, Marshalltown, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

It was reported that notice of the intention of the Council to conduct a public hearing on an Agreement between the City and Marshalltown Central Business District in connection with activities to be undertaken by MCBD in the Marshalltown Urban Renewal Area No. 4 related to the Main Street Program in Fiscal Year 2019-20 had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION_____

Approving FY 2019-20 Agreement with Marshalltown Central Business District

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 4 (the "Urban Renewal Area"); and

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

WHEREAS, an agreement between the City and Marshalltown Central Business District ("MDBD") has been prepared (the "FY 2019-20 Agreement"), pursuant to which MCBD would undertake activities in the Urban Renewal Area related to the Main Street Program (the "MCBD Project") and the City would provide a payment to MCDB in the amount of $30,000 related to the Main Street Program; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the FY 2019-20 Agreement, has determined that the FY 2019-20 Agreement is in compliance with the urban renewal plan for the Urban Renewal Area, and has otherwise complied with statutory requirements for the approval of the FY 2019-20 Agreement; and

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

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

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

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

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

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

(b) The MCDB Project will generate public gains and benefits which are warranted in comparison to the amount of the proposed payments.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the FY 2019-20 Agreement and providing the payments to MCBD.

Section 3. The FY 2019-20 Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the FY 2019-20 Agreement on behalf of the City, in substantially the form and content in which the FY 2019-20 Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the FY 2019-20 Agreement.

Section 4. All payments by the City under the FY 2019-20 Agreement shall be made from incremental property tax revenues generated within the Urban Renewal Area and shall not be general obligations of the City.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 26th day of November, 2018

_____
Mayor

Attest:

_____
City Clerk

• • • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a FY 2019-20 Agreement with MCBD.

WITNESS MY HAND this _____ day of _____, 2018.

_____
City Clerk

November 21, 2018

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158

Re: MCBD FY 2019-20 Agreement
File No. 422742-28

Dear Shari:

Enclosed are copies of proceedings covering the City Council's public hearing on the proposed FY 2019-20 Agreement with Marshalltown Central Business District, followed by a resolution approving the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Agreement as soon as they are available.

Very truly yours,

Robert E. Josten

Cc by email: Jessica Kinser

RESOLUTION APPROVING A CONTRIBUTION OF $6,780 TO THE 13TH STREET DISTRICT FOR SECURITY CAMERAS

WHEREAS, the 13th Street District has become a vibrant district offering shopping, personal services and recreational opportunities year round; and

WHEREAS, to ensure the safety and security of the District, including the protection of the public and private investments made in the area in recent years, the 13th Street District, a 501(c)3 non-profit, has requested the City contribute $6,780 to assist in the installation of the cameras; and

WHEREAS, the owners in the 13th Street District are pledging the remaining $2,500 to complete the camera purchase; and

WHEREAS, the City Council has additional local option sales tax dollars available in the current fiscal year to designate for any lawful purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a $6,780 contribution is hereby approved; and

BE IT FURTHER RESOLVED, the Finance Director is directed to utilize fund balance of local option sales tax from the designated portion for any lawful purpose for this expense.

Passed this 26th day of November, 2018, and signed this ____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

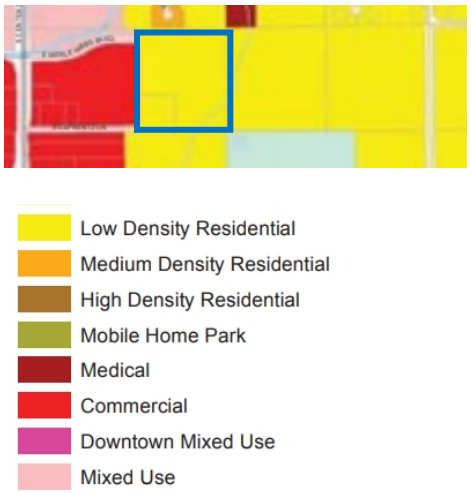
TO: Mayor, Members of City Council and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: November 21, 2018 Meeting

RE: **Recommendation to amend the Comprehensive Plan of 2030 for the Property East Of Wal-Mart (Parcel 8318-11-426-005 And 8318-11-426-007)**

Policy Issue: The City has adopted previously adopted the Comprehensive Plan of 2030. Currently the Comprehensive Plan shows this area as Low Density Residential.



Recommendation: Based on proposed development of the area the Plan Zoning Commission has recommended amended the Comprehensive Plan of 2030. The Commission approved a recommendation to amend the highlighted area to Mixed Use.

Background: The Comprehensive Plan is a guide for future development and may be amended as development occurs throughout the City. This amendment would support the rezoning request and allow for development of the area.

Budget Impact: None

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

RESOLUTION APPROVING AMENDMENT TO THE COMPREHENSIVE PLAN OF 2030 FOR PARCEL 8318-11-426-005 AND PARCEL 8318-11-426-007 FROM LOW DENSITY RESIDENTIAL TO MIXED USE

WHEREAS The City has adopted the Comprehensive Plan of 2030 and may amend the plan as needed; and

WHEREAS The Plan Zoning Commission has recommended approval of an amendment to the plan which includes a change from Low Density Residential to Mixed Use classification for Parcel 8318-11-426-005 and Parcel 8318-11-426-007; and

WHEREAS The City Council has reviewed the request and found it 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. The Comprehensive Plan of 2030 is amended by changing Parcel 8318-11-426-005 and Parcel 8318-11-426-007 from Low Density Residential to Mixed Use.

Passed this ___day of November, 2018 and signed this __ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

#2018-____

RESOLUTION APPROVING THE FY2018 ANNUAL FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN

WHEREAS the City's Finance Staff have completed the FY2018 Annual Financial Report;

WHEREAS, the Council must approve the report;

WHEREAS the Council finds this action is in the best interest of the City of Marshalltown, Iowa;

WHEREAS the Council directs the City Finance Director to submit the report to the Auditor Of State on or prior to December 1, 2018;

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to approve the FY2018 Annual Financial Report.

Passed this 26th day of November, 2018, and signed this ___ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Joel Greer, 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

November 20, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Annual Financial Report (AFR) for FY2018

Policy Issue: Council must approve the annual report.

Recommendation: Staff recommends approving the Annual Financial Report (AFR) for FY2018. The report will be published in the newspaper on Tuesday, November 27th. This report is due to the Auditor of State by December 1, 2018.

Background: The Finance Department has prepared the Annual Financial Report for your review. This report reflects the final numbers for fiscal year 2018 for the City on a cash-basis. It also includes amounts from Marshalltown Water Works. The actual expenditures came in lower than the budgeted amounts. The budget used on the first page in column D is what Council approved in May 2018 as the second budget amendment. Significant events during the year, was the issuance of debt for the Police/Fire building and the loss of the LEAD grant.

Budget Impact: N/A

Attachment: Annual Financial Report for FY18

cc: Jessica Kinser, City Administrator

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

Form **F-66 (IA-2)**
(7-13-2018)

STATE OF IOWA

2018
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2018

MARSHALLTOWN

CITY OF MARSHALLTOWN , IOWA

DUE: December 1, 2018

16206400800000
Finance Director
24 N Center St
Marshalltown, IA 50158

(Please correct any error in name, address, and ZIP Code)

WHEN COMPLETED, PLEASE RETURN TO

Mary Mosiman, CPA
Office of Auditor of State
Lucas State Office Building
321 E. 12th Street, 2nd Floor
Des Moines, IA 50319

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

Item description	Governmental (a)	Proprietary (b)	Total actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes levied on property	11,421,731		11,421,731	11,436,367
Less: Uncollected property taxes-levy year	0		0	
Net current property taxes	11,421,731		11,421,731	11,436,367
Delinquent property taxes	669		669	
TIF revenues	174,524		174,524	185,519
Other city taxes	5,185,809	0	5,185,809	5,456,848
Licenses and permits	276,470	3,146	279,616	268,775
Use of money and property	487,666	272,529	760,195	449,072
Intergovernmental	8,356,321	405,700	8,762,021	9,223,327
Charges for fees and service	1,047,730	14,005,028	15,052,758	14,422,111
Special assessments	6,445	0	6,445	11,000
Miscellaneous	480,910	45,570	526,480	1,101,202
Other financing sources, including transfers in	25,190,617	913,147	26,103,764	25,098,600
Total revenues and other sources	52,628,892	15,645,120	68,274,012	67,652,821
Expenditures and Other Financing Uses				
Public safety	10,413,637	0	10,413,637	10,654,424
Public works	3,175,300	0	3,175,300	4,162,689
Health and social services	755,694	0	755,694	769,413
Culture and recreation	3,004,127	0	3,004,127	3,074,365
Community and economic development	2,169,387	0	2,169,387	2,251,540
General government	1,441,370	0	1,441,370	1,881,813
Debt service	4,423,873	0	4,423,873	4,424,418
Capital projects	9,932,936	0	9,932,936	14,197,102
Total governmental activities expenditures	35,316,324	0	35,316,324	41,415,764
Business type activities	0	13,878,278	13,878,278	14,775,387
Total ALL expenditures	35,316,324	13,878,278	49,194,602	56,191,151
Other financing uses, including transfers out	12,351,447	147,001	12,498,448	12,077,371
Total ALL expenditures/And other financing uses	47,667,771	14,025,279	61,693,050	68,268,522
Excess revenues and other sources over (Under) Expenditures/And other financing uses	4,961,121	1,619,841	6,580,962	-615,701
Beginning fund balance July 1, 2017	23,914,169	17,218,346	41,132,515	41,176,122
Ending fund balance June 30, 2018	28,875,290	18,838,187	47,713,477	40,560,421

Note - These balances do not include $ 2,491,661 held in non-budgeted internal service funds; $ _____
held in Pension Trust Funds; $ _____ held in Private Purpose Trust funds and $ -11,568
held in agency funds which were not budgeted and are not available for city operations.

Indebtedness at June 30, 2018	Amount - Omit cents	Indebtedness at June 30, 2018	Amount - Omit cents
General obligation debt	$ 35,604,611	Other long-term debt	$ 434,128
Revenue debt	$ 20,550,079	Short-term debt	$ 0
TIF Revenue debt	$ 2,875,389		
		General obligation debt limit	$ 72,641,507

CERTIFICATION

THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Signature of city clerk			Date Published/Posted	Mark (x) one
			11/27/2018	[X] Date Published [ ] Date Posted
Printed name of city clerk	Telephone →	Area Code	Number	Extension
Shari Coughenour		641	754-5701	1101
Signature of Mayor or other City official *(Name and Title)*			Date signed 11/27/2018	

PLEASE PUBLISH THIS PAGE ONLY

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2018	CITY OF MARSHALLTOWN					SELECT ONLY ONE ☐ GAAP ☒ NON-GAAP = CASH BASIS Indicate by entering an X in the appropriate box on this sheet ONLY					
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
1	**Section A - TAXES**											1
2	**Taxes levied on property**	6,687,311	1,511,979		2,719,091	503,350		11,421,731			11,421,731	2
3	Less: Uncollected property taxes - Levy year							0			0	3
4	Net current property taxes	6,687,311	1,511,979		2,719,091	503,350		11,421,731		T01	11,421,731	4
5	Delinquent property taxes	391	90		159	29		669		T01	669	5
6	**Total property tax**	6,687,702	1,512,069		2,719,250	503,379	0	11,422,400			11,422,400	6
7	**TIF revenues**			174,524				174,524		T01	174,524	7
	Other city taxes											
8	Utility tax replacement excise taxes	646,492	148,162		261,749	48,818		1,105,221		T15	1,105,221	8
9	Utility franchise tax (Chapter 364.2, Code of Iowa)	207,879						207,879		T15	207,879	9
10	Parimutuel wager tax							0		C30	0	10
11	Gaming wager tax							0		C30	0	11
12	Mobile home tax	7,901	21,355		3,199	597		33,052		T19	33,052	12
13	Hotel/motel tax	403,409						403,409		T19	403,409	13
14	Other local option taxes		3,436,248					3,436,248		T09	3,436,248	14
15	**TOTAL OTHER CITY TAXES**	1,265,681	3,605,765		264,948	49,415	0	5,185,809	0		5,185,809	15
16	**Section B - LICENSES AND PERMITS**	276,470						276,470	3,146	T29	279,616	16
17	**Section C - USE OF MONEY AND PROPERTY**											17
18	Interest	144,355	97,427		12,789	157,069		411,640	217,833	U20	629,473	18
19	Rents and royalties	73,226				2,800		76,026	54,696	U40	130,722	19
20	Other miscellaneous use of money and property							0		U20	0	20
21								0			0	21
22	**TOTAL USE OF MONEY AND PROPERTY**	217,581	97,427	0	12,789	159,869	0	487,666	272,529		760,195	22
23												23
24	**Section D - INTERGOVERNMENTAL**											24
25												25
26	**Federal grants and reimbursements**											26
27	Federal grants		2,215,633			812,763		3,028,396	215,313	B89	3,243,709	27
28	Community development block grants							0		B50	0	28
29	Housing and urban development							0		B50	0	29
30	Public assistance grants							0		B79	0	30
31	Payment in lieu of taxes							0		B30	0	31
32								0			0	32
33	**Total Federal grants and reimbursements**	0	2,215,633		0	812,763	0	3,028,396	215,313		3,243,709	33
34												34
35												35
36												36
37												37
38												38
39												39
40												40

Continued on next page

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2018 -- Continued	CITY OF MARSHALLTOWN						☐ GAAP		☒ NON-GAAP = CASH BASIS		
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
41	**Section D - INTERGOVERNMENTAL - Continued**											41
42												42
43	**State shared revenues**											43
44	Road use taxes		3,515,491					3,515,491		C46	3,515,491	44
45												45
46												46
47												47
48	**Other state grants and reimbursements**											48
49	State grants	208,001	18,860					226,861		C89	226,861	49
50	Iowa Department of Transportation					622,240		622,240	190,387	C89	812,627	50
51	Iowa Department of Natural Resources							0		C89	0	51
52	Iowa Economic Development Authority							0		C89	0	52
53	CEBA grants							0		C89	0	53
54	Commercial & Industrial Replacement Claim	247,484	68,256		102,107	18,688		436,535		C89	436,535	54
55								0			0	55
56								0			0	56
57								0			0	57
58								0			0	58
59								0			0	59
60	**Total state**	455,485	3,602,607	0	102,107	640,928	0	4,801,127	190,387		4,991,514	60
61												61
62	**Local grants and reimbursements**											62
63	County contributions							0			0	63
64	Library service	36,168						36,168		D89	36,168	64
65	Township contributions							0		D89	0	65
66	Fire/EMT service							0		D89	0	66
67	E911	254,912						254,912		D89	254,912	67
68	Other Donations/School Reimbursements		190,718					190,718			190,718	68
69	Other Cities					45,000		45,000			45,000	69
70	**Total local grants and reimbursements**	291,080	190,718	0	0	45,000	0	526,798	0		526,798	70
71	**TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70)**	746,565	6,008,958	0	102,107	1,498,691	0	8,356,321	405,700		8,762,021	71
72	**Section E - CHARGES FOR FEES AND SERVICE**											72
73	Water							0	4,875,846	A91	4,875,846	73
74	Sewer							0	8,943,954	A8Ø	8,943,954	74
75	Electric							0		A92	0	75
76	Gas							0		A93	0	76
77	Parking	63,957						63,957		A6Ø	63,957	77
78	Airport	4,618						4,618		AØ1	4,618	78
79	Landfill/garbage	152,847						152,847	67,162	A81	220,009	79
80	Hospital							0		A36	0	80

Continued on next page

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2018 -- Continued	CITY OF MARSHALLTOWN					☐ GAAP		☒ NON-GAAP = CASH BASIS			
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
81	**Section E - CHARGES FOR FEES AND SERVICE - Continued**											81
82	Transit							0	76,876	A94	76,876	82
83	Cable TV							0		T15	0	83
84	Internet							0		A03	0	84
85	Telephone							0		A03	0	85
86	Housing authority							0		A50	0	86
87	Storm water							0		A80	0	87
88	Other:											88
89	Nursing home							0		A89	0	89
90	Police service fees	67,052						67,052		A89	67,052	90
91	Prisoner care							0		A89	0	91
92	Fire service charges	88,651						88,651		A89	88,651	92
93	Ambulance charges							0		A89	0	93
94	Sidewalk street repair charges							0		A44	0	94
95	Housing and urban renewal charges	97,275	68					97,343		A5Ø	97,343	95
96	River port and terminal fees							0		A87	0	96
97	Public scales							0		A89	0	97
98	Cemetery charges							0		A03	0	98
99	Library charges	30,817						30,817		A89	30,817	99
100	Park, recreation, and cultural charges	378,720	3,250					381,970	41,190	A61	423,160	100
101	Animal control charges							0		A89	0	101
102	Other charges - *Specify*							0			0	102
103	Health&Social Services, Public Works, General Govt	159,271	1,121			83		160,475			160,475	103
104	**TOTAL CHARGES FOR SERVICE**	1,043,208	4,439	0	0	83	0	1,047,730	14,005,028		15,052,758	104
105												105
106	**Section F - SPECIAL ASSESSMENTS**					6,445		6,445		U01	6,445	106
107	**Section G - MISCELLANEOUS**											107
108	Contributions	11,674	298,885			6,845		317,404		U99	317,404	108
109	Deposits and sales/fuel tax refunds							0		U99	0	109
110	Sale of property and merchandise		13,361					13,361		U11	13,361	110
111	Fines	11,673						11,673		U30	11,673	111
112	Internal service charges							0		NR	0	112
113	Other miscellaneous - *Specify*							0			0	113
114	Refunds & Reimbursements	48,930	89,541			1		138,472	45,570		184,042	114
115								0			0	115
116								0			0	116
117								0			0	117
118								0			0	118
119								0			0	119
120	**TOTAL MISCELLANEOUS**	72,277	401,787	0	0	6,846	0	480,910	45,570		526,480	120

Continued on next page

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2018 -- Continued	CITY OF MARSHALLTOWN					☐ GAAP		☒ NON-GAAP = CASH BASIS			
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
121	**TOTAL ALL REVENUES (Sum of lines 6, 7, 15,16,22 *71, 104, 106, and 120)***	10,309,484	11,630,445	174,524	3,099,094	2,224,728	0	27,438,275	14,731,973		42,170,248	121
122												122
123	**Section H - OTHER FINANCING SOURCES**											123
124	Proceeds of capital asset sales	9,935	67,512			1,000		78,447	225	NR	78,672	124
125	Proceeds of long-term debt (*Excluding TIF internal borrowing*)					12,810,100		12,810,100	716,544	NR	13,526,644	125
126	Proceeds of anticipatory warrants or other short-term debt							0		A89	0	126
127	*Regular transfers in and interfund loans*	6,095,096	2,562,122		916,229	2,326,939		11,900,386	196,378		12,096,764	127
128	*Internal TIF loans and transfers in*	8,500			287,986	105,198		401,684			401,684	128
129								0			0	129
130								0			0	130
131	**TOTAL OTHER FINANCING SOURCES**	6,113,531	2,629,634	0	1,204,215	15,243,237	0	25,190,617	913,147		26,103,764	131
132	**TOTAL REVENUES except for beginning balances *(Sum of lines 121 and 131)***	16,423,015	14,260,079	174,524	4,303,309	17,467,965	0	52,628,892	15,645,120		68,274,012	132
133												133
134	**Beginning fund balance July 1, 2017**	3,738,163	14,121,098	947,428	207,473	4,900,007		23,914,169	17,218,346		41,132,515	134
135												135
136	**TOTAL REVENUES AND OTHER FINANCING SOURCES** *(Sum of lines 132 and 134)*	20,161,178	28,381,177	1,121,952	4,510,782	22,367,972	0	76,543,061	32,863,466		109,406,527	136
137												137
138												138
139												139
140												140
141												141
142												142
143												143
144												144
145												145
146												146
147												147
148												148
149												149
150												150
151												151
152												152
153												153
154												154
155												155
156												156
157												157
158												158
159												159

Continued on next page

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2018	CITY OF MARSHALLTOWN								GAAP		X NON-GAAP = CASH BASIS
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
1	**Section A — PUBLIC SAFETY**											1
2	Police department/Crime prevention	5,753,490	1,113,618					6,867,108		E62	6,867,108	2
3	Jail							0		E04	0	3
4	Emergency management	30,509						30,509		E89	30,509	4
5	Flood control	49	61,035					61,084		E59	61,084	5
6	Fire department	2,942,449	15,268					2,957,717		E24	2,957,717	6
7	Ambulance							0		E32	0	7
8	Building inspections	445,219						445,219		E66	445,219	8
9	Miscellaneous protective services							0		E66	0	9
10	Animal control	52,000						52,000		E32	52,000	10
11	Other public safety							0		E89	0	11
12								0			0	12
13								0			0	13
14	**TOTAL PUBLIC SAFETY**	9,223,716	1,189,921		0	0	0	10,413,637			10,413,637	14
15	**Section B — PUBLIC WORKS**											15
16	Roads, bridges, sidewalks	842,802	633,117					1,475,919		E44	1,475,919	16
17	Parking meter and off-street	49,868						49,868		E60	49,868	17
18	Street lighting	25,722	228,332					254,054		E44	254,054	18
19	Traffic control safety	151,863	129,929					281,792		E44	281,792	19
20	Snow removal	102,885	151,782					254,667		E44	254,667	20
21	Highway engineering	396,640	60,023					456,663		E44	456,663	21
22	Street cleaning		7,385					7,385		E81	7,385	22
23	Airport (if not an enterprise)	74,239	101,361					175,600		E01	175,600	23
24	Garbage (if not an enterprise)	113,317						113,317		E81	113,317	24
25	Other public works	5,791	100,244					106,035		E89	106,035	25
26	Public Works Administration							0			0	26
27	Engineering Management Services							0			0	27
28	**TOTAL PUBLIC WORKS**	1,763,127	1,412,173		0	0	0	3,175,300			3,175,300	28
29	**Section C — HEALTH AND SOCIAL SERVICES**											29
30	Welfare assistance							0		E79	0	30
31	City hospital							0		E36	0	31
32	Payments to private hospitals							0		E36	0	32
33	Health regulation and inspections		712,434					712,434		E32	712,434	33
34	Water, air, and mosquito control							0		E32	0	34
35	Community mental health							0		E32	0	35
36	Other health and social services	43,260						43,260		E79	43,260	36
37								0			0	37
38								0			0	38
39	**TOTAL HEALTH AND SOCIAL SERVICES**	43,260	712,434		0	0	0	755,694			755,694	39
40	**Section D — CULTURE AND RECREATION**											40
41	Library services	1,231,379	20,440					1,251,819		E52	1,251,819	41
42	Museum, band, theater	6,698						6,698		E61	6,698	42
43	Parks	785,759	242,317					1,028,076		E61	1,028,076	43
44	Recreation	563,331	10,424					573,755		E61	573,755	44
45	Cemetery							0		E03	0	45
46	Community center, zoo, marina, and auditorium	76,760						76,760		E61	76,760	46
47	Other culture and recreation	67,019						67,019		E61	67,019	47
48								0			0	48
49								0			0	49
50	**TOTAL CULTURE AND RECREATION**	2,730,946	273,181		0	0	0	3,004,127			3,004,127	50

Continued on next page

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2018 -- Continued	CITY OF MARSHALLTOWN					☐ GAAP			☒ NON-GAAP = CASH BASIS		
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
51	**Section E — COMMUNITY AND ECONOMIC DEVELOPMENT**											51
52	Community beautification	17,041	4,421					21,462		E89	21,462	52
53	Economic development	8,563	75,890	234,412				318,865		E89	318,865	53
54	Housing and urban renewal		1,445,936					1,445,936		E50	1,445,936	54
55	Planning and zoning	59,392						59,392		E29	59,392	55
56	Other community and economic development	270,284	53,448					323,732		E89	323,732	56
57	TIF Rebates							0		E89	0	57
58								0			0	58
59	**TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT**	355,280	1,579,695	234,412	0	0	0	2,169,387			2,169,387	59
60	**Section F — GENERAL GOVERNMENT**											60
61	Mayor, council and city manager	171,156	27,500					198,656		E29	198,656	61
62	Clerk, Treasurer, financial administration	1,002,148						1,002,148		E23	1,002,148	62
63	Elections	26,204						26,204		E89	26,204	63
64	Legal services and city attorney	113,623						113,623		E25	113,623	64
65	City hall and general buildings	89,475						89,475		E31	89,475	65
66	Tort liability							0		E89	0	66
67	Other general government	11,264						11,264		E89	11,264	67
68								0			0	68
69								0			0	69
70	**TOTAL GENERAL GOVERNMENT**	1,413,870	27,500		0	0	0	1,441,370			1,441,370	70
71	**Section G — DEBT SERVICE**				4,423,873			4,423,873			4,423,873	71
72								0			0	72
73								0			0	73
74	**TOTAL DEBT SERVICE**	0	0	0	4,423,873	0	0	4,423,873			4,423,873	74
75	**Section H — REGULAR CAPITAL PROJECTS —** *Specify*										0	75
76	Police & Fire Building					4,539,994		4,539,994			4,539,994	76
77	Demolitions, Streets, Parks, Airport, etc.					5,392,942		5,392,942			5,392,942	77
78	**Subtotal Regular Capital Projects**	0	0		0	9,932,936	0	9,932,936			9,932,936	78
79	**— TIF CAPITAL PROJECTS —** *Specify*										0	79
80								0			0	80
81								0			0	81
82	**Subtotal TIF Capital Projects**	0	0		0	0	0	0			0	82
83	**TOTAL CAPITAL PROJECTS**	0	0		0	9,932,936	0	9,932,936			9,932,936	83
84	**TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES**	15,530,199	5,194,904	234,412	4,423,873	9,932,936	0	35,316,324			35,316,324	84
85	**(Sum of lines 40, 80, 103, 139, 154, 176, 182, 193)**											85
86												86

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

Continued on next page

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2018 -- Continued	CITY OF MARSHALLTOWN					☐ GAAP		☒ NON-GAAP = CASH BASIS			
Line No.	Item description	General (a)	Special revenue (b)	TIF Special revenue (c)	Debt service (d)	Capital projects (e)	Permanent Fund (f)	Total current governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (h)) (i)	Line No.
87	**Section I — BUSINESS TYPE ACTIVITIES**											87
88	Water — Current operation								3,210,999	E91	3,210,999	88
89	Capital outlay								1,872,309	G91	1,872,309	89
90	Debt Service								491,683	F91	491,683	90
91	Sewer and sewage disposal — Current operation								2,882,535	E80	2,882,535	91
92	Capital outlay								1,326,965	G80	1,326,965	92
93	Debt Service								2,430,980	F80	2,430,980	93
94	Electric — Current operation									E92	0	94
95	Capital outlay									G92	0	95
96	Debt Service									F92	0	96
97	Gas Utility — Current operation									E93	0	97
98	Capital outlay									G93	0	98
99	Debt Service									F93	0	99
100	Parking — Current operation									E60	0	100
101	Capital outlay									G60	0	101
102	Debt Service									F60	0	102
103	Airport — Current operation									E01	0	103
104	Capital outlay									G01	0	104
105	Debt Service									F01	0	105
106	Landfill/Garbage — Current operation								67,361	E81	67,361	106
107	Capital outlay									G81	0	107
108	Debt Service									F81	0	108
109	Hospital — Current operation									E36	0	109
110	Capital outlay									G36	0	110
111	Debt Service									F36	0	111
112	Transit — Current operation								661,154	E94	661,154	112
113	Capital outlay									G94	0	113
114	Debt Service									F94	0	114
115	Cable TV, telephone, Internet — Current operation									E03	0	115
116	Capital outlay									G03	0	116
117	Housing authority — Current operation									E50	0	117
118	Capital outlay									G50	0	118
119	Debt Service									F50	0	119
120	Storm water — Current operation								521,165	E80	521,165	120
121	Capital outlay								147,217	G80	147,217	121
122	Debt Service								200,900	F80	200,900	122
123	Other business type — Current operation								65,010	E89	65,010	123
124	Capital outlay									G89	0	124
125	Debt Service									F89	0	125
126	Internal service funds — *Specify*											126
127											0	127
128											0	128
129	**TOTAL BUSINESS TYPE ACTIVITIES**								13,878,278		13,878,278	129

Continued on next page

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2018 -- Continued	CITY OF MARSHALLTOWN						☐ GAAP		☒ NON-GAAP = CASH BASIS		
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
130	**SUBTOTAL EXPENDITURES** ***(Sum of lines 84 and 129)***	15,530,199	5,194,904	234,412	4,423,873	9,932,936	0	35,316,324	13,878,278		49,194,602	130
131	**Section J — OTHER FINANCING USES INCLUDING TRANSFERS OUT**									NE		131
132	Regular transfers out	218,048	10,939,977			791,738		11,949,763	147,001		12,096,764	132
133	Internal TIF loans/repayments and transfers out			401,684				401,684			401,684	133
134								0			0	134
135	**TOTAL OTHER FINANCING USES**	218,048	10,939,977	401,684	0	791,738	0	12,351,447	147,001		12,498,448	135
136	**TOTAL EXPENDITURES AND OTHER FINANCING USES** ***(Sum of lines 130 and 135)***	15,748,247	16,134,881	636,096	4,423,873	10,724,674	0	47,667,771	14,025,279		61,693,050	136
137												137
138	**Ending fund balance June 30, 2018:**											138
139	**Governmental:**											139
140	**Nonspendable**							0			0	140
141	**Restricted**	932,307	12,246,296	485,856	86,909	11,643,298		25,394,666			25,394,666	141
142	**Committed**	250,000						250,000			250,000	142
143	**Assigned**							0			0	143
144	**Unassigned**	3,230,624						3,230,624			3,230,624	144
145	**Total Governmental**	4,412,931	12,246,296	485,856	86,909	11,643,298	0	28,875,290			28,875,290	145
146	**Proprietary**								18,838,187		18,838,187	146
147	**Total ending fund balance June 30, 2018**	4,412,931	12,246,296	485,856	86,909	11,643,298	0	28,875,290	18,838,187		47,713,477	147
148	**TOTAL REQUIREMENTS** ***(Sum of lines 136 and 147)***	20,161,178	28,381,177	1,121,952	4,510,782	22,367,972	0	76,543,061	32,863,466		109,406,527	148
149												149

Continued on next page

Part III INTERGOVERNMENTAL EXPENDITURES

CITY OF MARSHALLTOWN

Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. *Enter amount, omit cents.*

Purpose		Amount paid to other local governments
Correction	MØ5	$
Health	M32	
Highways	M44	
Transit subsidies	M94	
Libraries	M52	
Police protection	M62	
Sewerage	MØ	
Sanitation	M81	
All other	M89	$

Purpose		Amount paid to State
Highways	L44	$
All other	L89	$

Part IV SALARIES AND WAGES

Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

		Amount - *Omit cents*
Total salaries and wages paid	ZØØ $	12,096,770

Part V DEBT OUTSTANDING, ISSUED, AND RETIRED

A. Long-term debt

Purpose	Debt outstanding JULY 1, 2017 (a)	Debt during the fiscal year: Issued (b)	Debt during the fiscal year: Retired (c)	Debt Outstanding JUNE 30, 2018: General obligation (d)	Debt Outstanding JUNE 30, 2018: TIF revenue (e)	Debt Outstanding JUNE 30, 2018: Revenue (f)	Debt Outstanding JUNE 30, 2018: Other (g)	Interest paid this year (h)
1. Water utility	19U $ 6,710,534	29U $ 716,545	39U $ 350,000	49U $	49U $	49U $ 7,077,079	49U $	I91 $ 141,683
2. Sewer utility	19U 19,339,838	29U	39U 1,917,686	49U 3,625,000	49U	49U 13,473,000	49U 324,152	I89 513,294
3. Electric utility	19U	29U	39U	49U	49U	49U		I92
4. Gas utility	19U	29U	39U	49U	49U	49U		I93
5. Transit-bus	19U	29U	39U	49U	49U	49U		I94
6. Industrial Revenue	19T	24T	34T		44T	44T		I89
7. Mortgage revenue	19T	24T	34T		44T	44T		I89
8. TIF revenue	19U	29U	39U	49U	49U	49U	49U	I89
9. Other-Specify Pol/Fire Bldg	19U 4,780,000	29U 12,720,000	39U 1,080,000	49U 16,420,000	49U	49U	49U	I89 388,260
10. General Obligation	19U 18,605,000	29U	39U 2,565,000	49U 13,164,611	49U 2,875,389	49U	49U	I89 357,672
11. Note Payable-Equipment	19U 21,150	29U	39U 10,875	49U	49U	49U	49U 10,275	I89
12. Note Payable-Fire Truck	19U 128,187	29U	39U 28,486	49U	49U	49U	49U 99,701	I89
13. Storm Water	19U 2,545,000	29U	39U 150,000	49U 2,395,000	49U	49U	49U	I89 50,900
14. Section 108	19U	29U	39U	49U	49U	49U	49U	I89
Total long-term debt	52,129,709	13,436,545	6,102,047	35,604,611	2,875,389	20,550,079	434,128	1,451,809

B. Short-term debt

		Amount - Omit cents
Outstanding as of JULY 1, 2017	61V $	
Outstanding as of JUNE 30, 2018	64V $	

Part VI DEBT LIMITATION FOR GENERAL OBLIGATION BONDS

Assessed Valuations by Levy Authority and County, AY2016/FY2018

		Amount - Omit cents		
Actual valuation -- January 1, 2016	$	**1,452,830,148**	**x .05 = $**	72,641,507

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2018

Type of asset	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	all other funds funds (d)	**Total** (e)
			Amount - Omit cents		
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude *value of real property.*	WØ1 $ 86,909	W31 $ 13,585,330		W61 36,521,330	V98 50,193,569

REMARKS

Continued on next page

#2018-____

RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN

WHEREAS the City's Finance Staff have completed the FY2018 Annual Urban Renewal Report

WHEREAS, the Council must approve the report

WHEREAS the council finds this action is in the best interest of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to approve the FY2018 Annual Urban Renewal Report.

Passed this 26th day of November, 2018, and signed this ___ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Joel Greer, 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

November 20, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: **FY**2018 Annual Urban Renewal Report

Policy Issue: Council must approve the annual report

Recommendation: Staff recommends approving the FY2018 annual urban renewal report. This report is due to the Iowa Department of Management by December 3, 2018.

Background: The Finance Department has prepared the Fiscal Year 2018 annual urban renewal report for your review. This report reflects the activity for fiscal year 2018, which ends June 30, 2018.

Budget Impact: N/A

Attachment: Urban Renewal Report FY2018

cc: Jessica Kinser, City Administrator

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

Annual Urban Renewal Report, Fiscal Year 2017 - 2018

Levy Authority Summary

Local Government Name: MARSHALLTOWN
Local Government Number: 64G611

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MARSHALLTOWN RETAIL CENTER URBAN RENEWAL	64008	3
MARSHALLTOWN ESIDE URBAN RENEWAL	64009	2
MARSHALLTOWN UPTOWN URBAN RENEWAL	64011	1
MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL	64999	0

TIF Debt Outstanding: **5,436,830**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:	**936,710**	**0**	**Amount of 07-01-2017 Cash Balance Restricted for LMI**
TIF Revenue:	190,046		
TIF Sp. Revenue Fund Interest:	10,079		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**200,125**		
Rebate Expenditures:	115,145		
Non-Rebate Expenditures:	520,951		
Returned to County Treasurer:	0		
Total Expenditures:	**636,096**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:	**500,739**	**0**	**Amount of 06-30-2018 Cash Balance Restricted for LMI**

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: **4,299,995**

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL
UR Area Number:	64008
UR Area Creation Date:	02/1996
UR Area Purpose:	Area suffered from the impacts of blighting influences, including the absence of public improvements and utilities. Structures within the area showed varying degrees of deterioration. Many structure are in need of moderate to substantial rehabilitation.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/RETAIL UR TIF INCREM	64107	64108	3,467,866
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/RETAIL UR TIF INCREM	64109	64110	0
MARSHALLTOWN CITY AG/EAST MARSHALL SCH/RETAIL UR 2 TIF INCREM	64161	64162	0

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	385,855	8,935,722	94,061,693	184,105	0	-24,076	106,254,249	0	106,254,249
Taxable	183,279	5,087,924	84,655,524	165,695	0	-24,076	92,304,881	0	92,304,881
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:	**25,348**	**0**	**Amount of 07-01-2017 Cash Balance Restricted for LMI**
TIF Revenue:	119,001		
TIF Sp. Revenue Fund Interest:	1,026		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**120,027**		
Rebate Expenditures:	51,083		
Non-Rebate Expenditures:	77,153		
Returned to County Treasurer:	0		
Total Expenditures:	**128,236**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:	**17,139**	**0**	**Amount of 06-30-2018 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

Iowa Ave/Menards

Description:	Add 3rd lane to highway 30 & install traffic lights
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Southridge Road

Description:	Major rebuild of street and sewer improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Olive Street

Description:	Major rebuild of street and relocate traffic signals
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Detention ponds

Description:	6th Street and Southridge Roads - help sewer improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Medic

Description:	Aid in Expenses Associated with Marshalltown Economic Development impact committee (MEDIC)
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Theisen's Inc

Description:	Rebate of Taxes - Building Exp
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Plumb Supply

Description:	Rebate of Taxes - Building Improvements

Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Jimmy Johns

Description:	Rebate of Taxes - New Building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Bobcat Academy

Description:	Rebate of Taxes - Building Improvements
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Administrative

Description:	Administrative
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

2012A Esstnl Corp Purpose

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	305,600
Interest:	38,944
Total:	344,544
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2027

Medic

Debt/Obligation Type:	Other Debt
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	Yes
Date Incurred:	11/27/2017
FY of Last Payment:	2018

Theisen's Inc

Debt/Obligation Type:	Rebates
Principal:	140,000
Interest:	0
Total:	140,000
Annual Appropriation?:	No
Date Incurred:	06/08/2015
FY of Last Payment:	2023

Plumb Supply

Debt/Obligation Type:	Rebates
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	06/24/2013
FY of Last Payment:	2022

Bobcat Academy

Debt/Obligation Type:	Rebates
Principal:	125,000
Interest:	0
Total:	125,000
Annual Appropriation?:	No

Date Incurred:	09/14/2015
FY of Last Payment:	2023

Administrative

Debt/Obligation Type:	Other Debt
Principal:	1,217
Interest:	0
Total:	1,217
Annual Appropriation?:	No
Date Incurred:	06/26/2018
FY of Last Payment:	2018

Non-Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

TIF Expenditure Amount:	25,936
Tied To Debt:	2012A Esstnl Corp Purpose
Tied To Project:	Olive Street

TIF Expenditure Amount:	50,000
Tied To Debt:	Medic
Tied To Project:	Medic

TIF Expenditure Amount:	1,217
Tied To Debt:	Administrative
Tied To Project:	Administrative

Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

207 Iowa Ave E

TIF Expenditure Amount:	6,111
Rebate Paid To:	Plumb Supply
Tied To Debt:	Plumb Supply
Tied To Project:	Plumb Supply
Projected Final FY of Rebate:	2022

602 Iowa Ave W

TIF Expenditure Amount:	44,972
Rebate Paid To:	Theisen's Inc.
Tied To Debt:	Theisen's Inc
Tied To Project:	Theisen's Inc
Projected Final FY of Rebate:	2020

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number: 64108

TIF Taxing District Base Year: 1996
FY TIF Revenue First Received: 1999
Subject to a Statutory end date? No

	UR Designation
Slum	02/1996
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	8,935,722	94,061,693	184,105	0	-24,076	105,868,394	0	105,868,394
Taxable	0	5,087,924	84,655,524	165,695	0	-24,076	92,121,602	0	92,121,602
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	40,649,734	65,242,736	3,467,866	61,774,870	2,108,702

FY 2018 TIF Revenue Received: 119,001

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name: MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number: 64110

TIF Taxing District Base Year: 1996
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	320,294	0	0	0	0	0	320,294	0	320,294
Taxable	152,138	0	0	0	0	0	152,138	0	152,138
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	60,721	152,138	0	152,138	3,876

FY 2018 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name: MARSHALLTOWN CITY AG/EAST MARSHALL SCH/RETAIL UR 2 TIF INCREM
TIF Taxing District Inc. Number: 64162

TIF Taxing District Base Year: 2006
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	65,561	0	0	0	0	0	65,561	0	65,561
Taxable	31,141	0	0	0	0	0	31,141	0	31,141
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	17,650	31,141	0	31,141	695

FY 2018 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN ESIDE URBAN RENEWAL
UR Area Number:	64009
UR Area Creation Date:	05/1993
UR Area Purpose:	Create a public/private partnership which will stimulate and facilitate residential, commercial and industrial redevelopment in the area. Strengthen the economy by enhancing the tax base. Create employment opportunities. Encourage expansion of existing

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF INCREM	64111	64112	1,926,285
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/ESIDE UR TIF INCREM	64113	64114	0

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,511,180	24,462,690	28,597,460	39,713,547	0	-90,748	94,479,839	0	94,479,839
Taxable	717,804	13,928,838	25,737,714	35,742,193	0	-90,748	76,271,514	0	76,271,514
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:	**104,414**	**0**	**Amount of 07-01-2017 Cash Balance Restricted for LMI**
TIF Revenue:	65,460		
TIF Sp. Revenue Fund Interest:	1,268		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**66,728**		
Rebate Expenditures:	64,062		
Non-Rebate Expenditures:	57,329		
Returned to County Treasurer:	0		
Total Expenditures:	**121,391**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:	**49,751**	**0**	**Amount of 06-30-2018 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN ESIDE URBAN RENEWAL

TIG Development

Description:	New Road for Warehouse
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Menards Manufacturing

Description:	Rebate of Taxes - Building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

SE South Street Ext

Description:	Extension of Road for Development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Administrative

Description:	Professional Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For MARSHALLTOWN ESIDE URBAN RENEWAL

Menards

Debt/Obligation Type:	Rebates
Principal:	1,325,000
Interest:	0
Total:	1,325,000
Annual Appropriation?:	No
Date Incurred:	01/26/2015
FY of Last Payment:	2036

2015 A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	497,065
Interest:	48,982
Total:	546,047
Annual Appropriation?:	No
Date Incurred:	11/24/2015
FY of Last Payment:	2024

Administrative

Debt/Obligation Type:	Other Debt
Principal:	8,408
Interest:	0
Total:	8,408
Annual Appropriation?:	Yes
Date Incurred:	03/27/2018
FY of Last Payment:	2018

Non-Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

TIF Expenditure Amount:	48,921
Tied To Debt:	2015 A Bond Issue
Tied To Project:	SE South Street Ext

TIF Expenditure Amount:	8,408
Tied To Debt:	2015 A Bond Issue
Tied To Project:	TIG Development

Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

2001 S. 18th Ave.

TIF Expenditure Amount:	64,062
Rebate Paid To:	Menards
Tied To Debt:	Menards
Tied To Project:	Menards Manufacturing
Projected Final FY of Rebate:	2036

Jobs For MARSHALLTOWN ESIDE URBAN RENEWAL

Project:	Menards Manufacturing
Company Name:	Menards
Date Agreement Began:	03/25/2015
Date Agreement Ends:	06/30/2035
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	1,400,000
Total Estimated Private Capital Investment:	3,200,000
Total Estimated Cost of Public Infrastructure:	163,018

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number: 64112

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1993
Subject to a Statutory end date? No

	UR Designation
Slum	05/1993
Blighted	05/1993
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	24,462,690	28,597,460	39,713,547	0	-90,748	92,968,659	0	92,968,659
Taxable	0	13,928,838	25,737,714	35,742,193	0	-90,748	75,553,710	0	75,553,710
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	37,496,830	55,562,577	1,926,285	53,636,292	1,830,889

FY 2018 TIF Revenue Received: 65,460

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name: MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number: 64114

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1993
Subject to a Statutory end date? No

	UR Designation
Slum	05/1993
Blighted	05/1993
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,511,180	0	0	0	0	0	1,511,180	0	1,511,180
Taxable	717,804	0	0	0	0	0	717,804	0	717,804
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	1,407,860	103,320	0	103,320	2,632

FY 2018 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN UPTOWN URBAN RENEWAL
UR Area Number:	64011
UR Area Creation Date:	06/1998
UR Area Purpose:	With the use of taxes and private funding the City wishes to implement the Marshalltown Downtown Vision Plan by strengthening the economy by attracting developers, creating greater job opportunities and a stronger tax base to help support the tax base.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF INCREM	64117	64118	0

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	19,076,190	44,334,898	14,182,015	0	-59,264	82,333,566	0	82,333,566
Taxable	0	10,861,805	39,901,409	12,763,814	0	-59,264	67,427,557	0	67,427,557
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:	**806,948**	**0**	**Amount of 07-01-2017 Cash Balance Restricted for LMI**
TIF Revenue:	5,585		
TIF Sp. Revenue Fund Interest:	7,785		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**13,370**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	377,868		
Returned to County Treasurer:	0		
Total Expenditures:	**377,868**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:	**442,450**	**0**	**Amount of 06-30-2018 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN UPTOWN URBAN RENEWAL

Emerson - Fisher Controls

Description:	Center Street Warehouse Renovation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Madison Street

Description:	Rebuild of Madison Street and add sewers
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Caleris-Max Building

Description:	New generator and workstations
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Facade & Code Upgrade

Description:	Aid in facade improvements & code upgrade-downtown area
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Main Street Program

Description:	City share to aid Main Street Program
Classification:	Main Street Iowa Program-Iowa Economic Development Authority
Physically Complete:	No
Payments Complete:	No

Coliseum Design

Description:	Coliseum Design
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Demolish building

Description:	Demo Avita Properties Funeral Home
Classification:	Commercial - office properties

Physically Complete:	Yes
Payments Complete:	Yes

Sidewalk/Ramp repair

Description:	Sidewalk/Ramp Repair
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Administrative

Description:	Administrative
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For MARSHALLTOWN UPTOWN URBAN RENEWAL

2011B Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	707,983
Interest:	101,336
Total:	809,319
Annual Appropriation?:	No
Date Incurred:	10/26/2011
FY of Last Payment:	2027

2012A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	305,600
Interest:	38,944
Total:	344,544
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2027

Main Street Program

Debt/Obligation Type:	Internal Loans
Principal:	24,000
Interest:	0
Total:	24,000
Annual Appropriation?:	Yes
Date Incurred:	11/13/2017
FY of Last Payment:	2018

Facade and Code Upgrade

Debt/Obligation Type:	Internal Loans
Principal:	40,000
Interest:	0
Total:	40,000
Annual Appropriation?:	No
Date Incurred:	11/13/2017
FY of Last Payment:	2018

Coliseum Design Fees

Debt/Obligation Type:	Internal Loans
Principal:	162,800
Interest:	0
Total:	162,800
Annual Appropriation?:	No
Date Incurred:	11/27/2017
FY of Last Payment:	2019

Demolish Old Funeral Home

Debt/Obligation Type:	Internal Loans
Principal:	16,770
Interest:	0
Total:	16,770
Annual Appropriation?:	Yes
Date Incurred:	11/13/2017
FY of Last Payment:	2018

Sidewalk/ramp repairs

Debt/Obligation Type:	Other Debt
Principal:	88,910
Interest:	0
Total:	88,910
Annual Appropriation?:	No
Date Incurred:	11/27/2017
FY of Last Payment:	2018

Administrative

Debt/Obligation Type:	Other Debt
Principal:	10,271
Interest:	0
Total:	10,271
Annual Appropriation?:	No
Date Incurred:	11/27/2017
FY of Last Payment:	2018

Non-Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

TIF Expenditure Amount:	8,500
Tied To Debt:	Facade and Code Upgrade
Tied To Project:	Facade & Code Upgrade
TIF Expenditure Amount:	24,000
Tied To Debt:	Main Street Program
Tied To Project:	Main Street Program
TIF Expenditure Amount:	76,965
Tied To Debt:	2011B Bond Issue
Tied To Project:	Madison Street
TIF Expenditure Amount:	136,164
Tied To Debt:	2012A Bond Issue
Tied To Project:	Madison Street
TIF Expenditure Amount:	10,271
Tied To Debt:	Administrative
Tied To Project:	Administrative
TIF Expenditure Amount:	16,770
Tied To Debt:	Demolish Old Funeral Home
Tied To Project:	Demolish building
TIF Expenditure Amount:	88,908
Tied To Debt:	Sidewalk/ramp repairs
Tied To Project:	Sidewalk/Ramp repair
TIF Expenditure Amount:	16,290
Tied To Debt:	Coliseum Design Fees
Tied To Project:	Coliseum Design

Jobs For MARSHALLTOWN UPTOWN URBAN RENEWAL

Project:	Emerson - Fisher Controls
Company Name:	Emerson - Fisher Controls
Date Agreement Began:	11/13/2006
Date Agreement Ends:	06/30/2014
Number of Jobs Created or Retained:	15
Total Annual Wages of Required Jobs:	27,248
Total Estimated Private Capital Investment:	19,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Caleris-Max Building
Company Name:	RACOM
Date Agreement Began:	02/11/2013
Date Agreement Ends:	02/11/2017
Number of Jobs Created or Retained:	50
Total Annual Wages of Required Jobs:	17,940
Total Estimated Private Capital Investment:	200,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
Urban Renewal Area: MARSHALLTOWN UPTOWN URBAN RENEWAL (64011)
TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF INCREM
TIF Taxing District Inc. Number: 64118

TIF Taxing District Base Year: 1997
FY TIF Revenue First Received: 1999
Subject to a Statutory end date? No

	UR Designation
Slum	06/1998
Blighted	06/1998
Economic Development	06/1998

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	19,076,190	44,334,898	14,182,015	0	-59,264	82,333,566	0	82,333,566
Taxable	0	10,861,805	39,901,409	12,763,814	0	-59,264	67,427,557	0	67,427,557
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	44,716,496	37,676,334	0	37,676,334	1,286,092

FY 2018 TIF Revenue Received: 5,585

Urban Renewal Area Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL
UR Area Number:	64999
UR Area Creation Date:	09/2016
UR Area Purpose:	Promote economic growth by encouraging residential development for low to middle income residents. This will create a mechanism for financing the construction of needed infrastructure and residential development. This will also strengthen the tax base.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:	**0**	**0**	**Amount of 07-01-2017 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	8,601		
Returned to County Treasurer:	0		
Total Expenditures:	**8,601**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:	**-8,601**	**0**	**Amount of 06-30-2018 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL

Townhomes

Description:	Eagle View
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Administration

Description:	Administration
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL

Eagle View

Debt/Obligation Type:	Rebates
Principal:	1,300,000
Interest:	0
Total:	1,300,000
Annual Appropriation?:	No
Date Incurred:	09/26/2016
FY of Last Payment:	2030

Non-Rebates For MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL

TIF Expenditure Amount:	8,601
Tied To Debt:	Eagle View
Tied To Project:	Townhomes

Income Housing For MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL

Amount of FY 2018 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0

Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

#2018-____

RESOLUTION AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE CITY OF MARSHALLTOWN

WHEREAS the Council has determined that certifying Code of Iowa Section 403.19 Tax Increment Financing (TIF) Indebtedness 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. The Council authorizes filing of the certification of Code of Iowa 403.19 Tax Increment Financing (TIF) Indebtedness to the county auditor for each urban renewal area within the City of Marshalltown.

Section 2. The City Finance Director is directed to certify the indebtedness as required by Iowa law.

Passed this 26th day of November, 2018, and signed this ___ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Joel Greer, 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

November 20, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Authorizing loans to TIF programs and TIF certification to the county.

Policy Issue: Council must approve the loans and certification.

Recommendation: Staff recommends approving the annual program payments from TIF funds and the certification to the County. This is due to Marshall County December 1, 2018.

Background: The Finance Department has prepared the program payment documents and the certification to the county and is requesting your review. The TIF funds will be collected by the County and remitted to the City in fiscal year 2020. This year on the "City TIF Form 3", there is a reduction of prior certifications. These were primarily projects where actual expenses came in lower than what was originally certified.

Budget Impact: The amounts on "City TIF Form 2" is what the City can anticipate receiving in TIF revenue in FY2020: $172,000 for East Side, $155,328 for South Side (Retail), $284,520 for Uptown, and $42,000 for Eagle View.

Attachment: TIF#2 EastSideCITYTIFIndebtednessCertification
TIF#3 Southside CITYTIFIndebtednessCertification
TIF#4 Uptown CITYTIFIndebtednessCertification
TIF#5 Wandering Creek CITYTIFIndebtednessCertification

cc: Jessica Kinser, City Administrator

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

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **0**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: **0**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Menards Rebate	94,016
2015 GO Bond Pymts TIF Portion: FY 20 P: 68,900 I: 9,064 + 20 prior year	77,984
Total Requested	172,000

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certifcation(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Emerson	100,000
Interest	2,734
Adjustment to County for prior year indebtedness	58,996
Total Reduction In Indebtedness For This Urban Renewal Area:	**161,730**

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail AG TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **1,000,000**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail AG TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.	Marshallgaam Lodging/Hawkeye Hotels (Holiday Inn Express)	10/24/2016	1,000,000
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: **1,000,000**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail AG TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Medic ($50,000 less $50,000 cash on hand)	
Theisen's Inc Rebate ($140K agreement-prior certs 23,333-66,089)	50,578
2012A Bonds - FY 2019 principal and interest payments	33,386
Teamwork -1, LLC for the Bobcat Academy Rebate	14,364
Marshallgaam/Hawkeye Hotels (Holiday Inn Express)	57,000
Amount Requested	155,328

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail AG TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certifcation(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
2nd & Hibbs Storm Detention Enhancements	7,466
2008 TIF bonds refinanced	287,064
Interest FY14-FY18	9,333
Total Reduction In Indebtedness For This Urban Renewal Area:	**303,863**

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **30,000**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.	Central Business District pledge for operations FY 19-20 amount Resolution 2018-	11-26-18	30,000
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.	Veterans Memorial Coliseum Resolution 2018		
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: **30,000**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
2012A Bonds - FY 2020 principal and interest payments	175,276
Main Street Program FY2020	30,000
2011B Bonds - FY 2020 principal and interest	79,244
Amount Requested	284,520

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR

Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF#4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certifcation(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Library Sewer (project came in under)	107,318
Orpheum	20,000
Arbie Feed Demo	10,000
CDBG grant for housing rehab	50,000
CIPP in TIF district	6,883
Meeker & City Center	158,064
Downtown Curb & Gutter 2015-197	11,092
North 1st St. (old KFC)	1,023
Interest FY14-FY18	7,785
Adjustment to County for prior year indebtedness	213,835
Total Reduction In Indebtedness For This Urban Renewal Area:	**586,000**

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: $ **0**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

	Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.			
	☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: **0**

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY TIF FORM 2

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF #5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Red Earth Real Estate Holdings, 58.21%	24,448
LMI portion for Red Earth project 41.79%	17,552
Total Requested	42,000

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CITY TIF FORM 3

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certifcation(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Total Reduction In Indebtedness For This Urban Renewal Area:	**0**

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION
AN INCREASE OF $7959.47

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of $1,244,550.29 is hereby accepted and approved.

Passed this 26th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

Bid Package No. 06-1 General
Garling Construction

CO #		Change Order Date	Change #	Change Order Amount	Contract Amount
	Original Contract Sum				$ 1,197,000.00
1	CR-004 - Exterior Signage	2/13/2018	1	$ 7,152.00	
1	CR-009 - Toilet Room Floor Tile	2/13/2018	1	$ (100.00)	
1	CR-014 - ASI #1 Wood Door Type and Stain Modifications	2/13/2018	1	$ 4,211.00	
2	CR-005R -PR #004 Evidence Processing Modifications	3/9/2018	2	$ 9,879.00	
2	CR-013 PR #017 2nd Floor Doors to Roof	3/9/2018	2	$ 830.00	
3	CR-022 FD Range Hood Change	4/26/2018	3	$ 6,441.00	
3	CR-028 Countertop & Millwork Modifications	4/26/2018	3	$ 1,792.00	
4	CR 030 - ASI #014	6/14/2018	4	$ 723.00	
4	CR 031 - PR #23 Lobby Modifications	6/14/2018	4	$ 740.00	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	$ 1,234.00	
5	CR 026 - PR #019R Communication & Technology Enhancements	7/24/2018	5	$ 151.00	
5	CR 036 - PR #030 HM Frame P220 Mods	7/24/2018	5	$ 1,536.00	
6	CCD 009 New Frame for Door Opening C106A	9/18/2018	6	$ 270.00	
6	CR 038 - PR #032 – Door Hwd. & Keying Mods	9/18/2018	6	$ 2,325.00	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	$ 2,406.82	
	Net change by Fully Executed Change Orders				$ 39,590.82
	Contract Sum to Date based upon Fully Executed Change Orders				$ 1,236,590.82
	Pending Changes				
	CR 048 RFI 102 Storm Shutter Wiring			$ 703.80	
	CCD 014 Police Wing Standalone Fire Suppression System			$ 4,048.02	7959.47
	CR 055R PR #040R Additional Interior Signage			$ 3,207.65	
	New Contract Sum				**$ 1,244,550.29**

STORY CONSTRUCTION

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-014

Date: August 27, 2018

To: BP 06-1 Garling Construction, Kendall Meyerann

Subject: Police Wing Standalone Fire Suppression Systems

Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide and turn over to BP 21-Blackhawk Fire Sprinkler the following standalone fire suppression system at the range hood locations in the Police Wing.

(2) Guardian Model 1384B systems as specified on M6.1 Mechanical Equipment Schedule

Contractor:

BP 06-1 Garling Construction

Provide (2) Guardian 1384B systems

Issued by Story Construction Co.

Ethan Dix
Project Superintendent

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

GARLING
CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 026

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Tuesday, October 30, 2018

Project: Marshalltown Police & Fire

Provide two (2) guardian model 1384B systems.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00031	Iowa Fire Equipment Material	Material Expense			3451.000	15.0000	$3,968.65
00031	Bond	Other Expense			79.370	0.0000	$79.37

PROPOSAL SUMMARY

Material Expense	$3,968.65
Other Expense	$79.37
Net Costs	**$4,048.02**
Proposal Total	**$4,048.02**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ **Date:** _____

Owner: x _____ **Date:** _____
CITY OF MARSHALLTOWN

PM: x Kendall Meyeraan **Date:** 10/30/2018
Kendall Meyeraan, Project Manager

GARLING
CONSTRUCTION, INC.

GENERAL CONTRACTORS SINCE 1971

Marshalltown Police and Fire Station Headquarters
10-26-18
CCD 014

Provide Two (2) Guardian Model 1384B Systems:

Labor:

N/A (Installation by Others)

Materials:

Iowa Fire Equipment Company:	= $ 3,320.00
Shipping & Handling / Freight	= $ 131.00
	Total Materials = $ 3,451.00

TOTAL for CCD 014:

Garling Construction	**= $ 3,451.00**
OH & P for Garling Const. (15%)	**= $ 517.65**
Bond (2%)	**= $ 79.37**
	TOTAL = $ 4,048.02

Kendall Meyeraan

From: Kris Schultz <Sales@iafire.com>
Sent: Friday, September 07, 2018 12:59 PM
To: Kendall Meyeraan
Cc: Lesley Peterson
Subject: RE: Purchase

Your cost for each Guardian 1384 B System would be $1,660.00 plus any applicable tax and shipping costs.

Kris Schultz
Vice President / Sales and Operations

IOWA FIRE EQUIPMENT CO.

2800 Delaware Avenue
Des Moines, IA 50317
Ph. 515-265-8030 Ext. 130 Cell: 515-971-1307 Fax. 515-265-7649
sales@iafire.com

Confidentiality Notice: This email message, including any attachments, is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential, and may be legally privileged for the sole use of intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Please remit to:
Iowa Fire Equipment Company
2800 Delaware Avenue
Des Moines, IA 50317

Phone: 515-265-8030
Fax: 515-265-7649
email: billing@iafire.com

INVOICE

Iowa Fire Equipment Company

Number	306116
Date	09/13/2018
Page	1

Bill To:		Ship To:	
13177	GARLING CONSTRUCTION INC. 1120 11TH STREET BELLE PLAINE, IA 52208	SAME	GARLING CONSTRUCTION INC. 1120 11TH STREET BELLE PLAINE, IA 52208

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
LESLEY PETERSON	09/10/18	KKS KRIS/ALL I	NET 30 DAYS	IANEWCON	190079	01	PREPAID	NONE

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
	WILL NEED: 2) GUARDIAN FIRE SUPPRESSION SYSTEMS, P/N G1B-GF GUARDIAN FIRE IS TO DIRECT SHIP THE (2) SYSTEMS TO THE ABOVE SHIP TO ADDRESS, USING PO #KKS9718. SEE KRIS WITH QUESTIONS.							
G1B-GF	GUARDIAN FIRE SUPPRESSION	2	2	0	EA	1660.00	EA	3320.00

Merchandise	Misc	Discount	Tax	Freight	Total Due
3320.00	.00	.00	.00	131.00	3451.00

WE ACCEPT MC & VISA + 3.5% CONVENIENCE FEE

Customer Copy

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-048**

DATE: September 24, 2018

SUBJECT: RFI #102 Storm Shutter Wiring

PROPOSED CHANGE DESCRIPTION:

DeVries Electric - [Bid Package No. 26-1]

Per RFI #102 provide labor and material to install additional wiring to provide individual wiring for shades to controllers and mounting of three additional control boxes.

Garling Construction - [Bid Package No. 06-1]

Per RFI #102 – provide electrical relays to be able to control the seven storm shutters in Rooms #229 and #232 by one switch.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
06-1	General	Garling Construction	$ 703.80
26-1	Electrical, Communications & Security	DeVries Electric	$1,591.23
Total			**$2,295.03**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[ ] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Welts	By: William R. Harry III	By:
Date: 9-24-18	Date: 10/2/18	Date:

cc: Field
File

GARLING
CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 020

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Friday, September 21, 2018

Project: Marshalltown Police & Fire

Change order to provide the electrical relays to be able to control the seven (7) storm shutters in Rooms #229 and #232 by one switch as described in RFI #102.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00026	Skold Door Company				600.000	15.0000	$690.00
00026	Bond 2%	Other Expense			13.800	0.0000	$13.80

PROPOSAL SUMMARY

	$690.00
Other Expense	$13.80
Net Costs	**$703.80**
Proposal Total	**$ 703.80**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ **Date:** _____

Owner: x _____ **Date:** _____
CITY OF MARSHALLTOWN

PM: x Kendall Meyeraan **Date:** 09/21/2018
Kendall Meyeraan, Project Manager

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 102
Date: 7/19/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Storm Shutter Wiring**

Drawing: E2.2

Spec Section:

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request:

Date Required:

Per E2.2, the seven storm shutters for P229A, P229B, P229C, P229D, P229E, P232A and P232B are wired to be operated by one switch. In submittal 06-1 08 31 13-001, the manufacturer QMI states that one switch can operate only one shutter. Thus, we propose adding three relays to connect the seven shutters to one switch. Please verify this is acceptable or provide another solution.

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone:515-232-4358

Request cc'd to: Tom Hawk (PROCHASKA & ASSOCIATES)

Response:

That solution is acceptable.

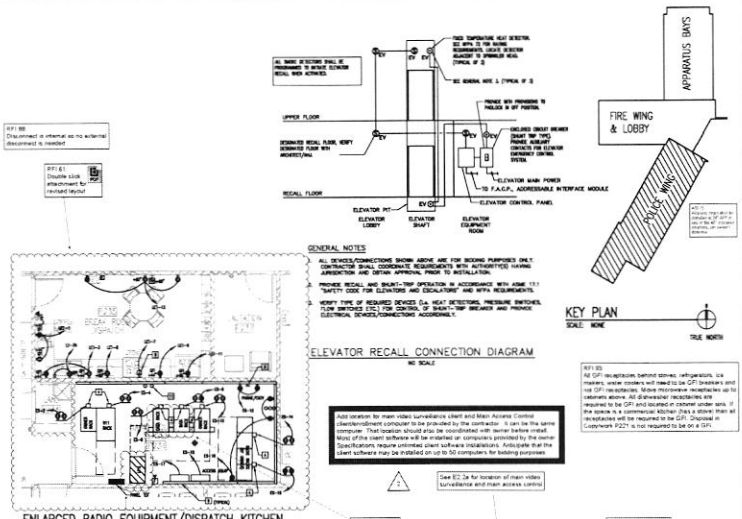
Response by: TVH

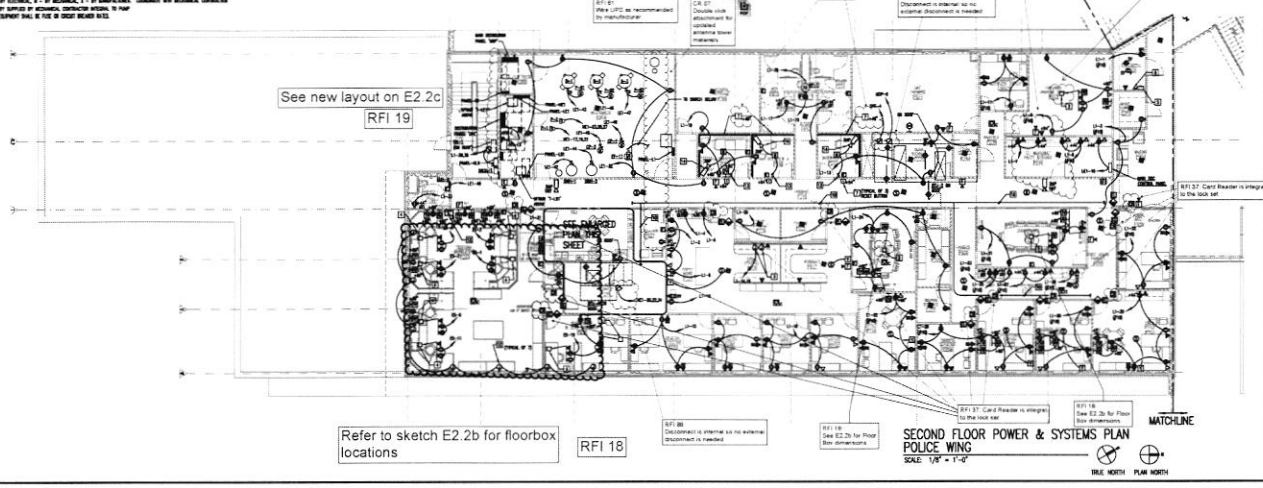
Response date: 7/19/18

MECHANICAL CONNECTION SCHEDULE

MARK	EQUIPMENT DESCRIPTION	GENERAL DATA: VOLTAGE	PHASE	HORSEPOWER	FULL LOAD AMPS	S.C.C. RATING	MCP	DISCONNECT: FUSE SIZE	FUSE TYPE	SWITCH SIZE	SWITCH TYPE	CONTACTOR: SIZE	POLES	NO. STATES	OVERLOAD	NO. STATES	AUX. CONT.	CONTROL DEVICE: SWITCH	SELECTOR	PROXIMITY	CLOCK	PILOT LIGHT	TEMP. CONTROL	VOLTAGE	TEMP. CONTROL	REMARKS
F-1	EXISTING SUMP PUMP	480	3	-	1.1	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
F-2	EXISTING SUMP PUMP	480	3	-	1.1	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
P-1A, P-1B, P-2	CHILLED CIRCULATION PUMP	120	1	1/6	-	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	CONTROLLED BY CHILLER, CONTROL RELAY BY MC
RTU-1	ROOFTOP UNIT CIRCUIT 1 COOLING	480	3	-	16.2	-	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
	ROOFTOP UNIT CIRCUIT 1 HEATING	480	3	-	22.0	-	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	FUSE AT 30A
RTU-2	ROOFTOP UNIT CIRCUIT 2 COOLING	480	3	-	12.1	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
	ROOFTOP UNIT CIRCUIT 2 HEATING	480	3	-	12.0	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
RTU-3	ROOFTOP UNIT CIRCUIT 3 COOLING	480	3	-	12.1	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
	ROOFTOP UNIT CIRCUIT 3 HEATING	480	3	-	12.0	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
RTU-4	ROOFTOP UNIT	480	3	-	7.1	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
	ROOFTOP UNIT	480	3	-	7.1	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
MAU-1	MAKE-UP AIR UNIT	480	3	-	4.8	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	INTERLOCK WITH RTU-1
MAU-2	MAKE-UP AIR UNIT	480	3	-	4.8	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	INTERLOCK WITH RTU-2
CU-1	CONDENSING UNIT	208	1	-	16.4	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
AHU-1	VERTICAL AIR CONDITIONING UNIT	208	1	-	8.8	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	TO FROM CU-1
CU-2	CONDENSING UNIT	208	1	-	16.4	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	
AHU-2	VERTICAL AIR CONDITIONING UNIT	208	1	-	8.8	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	-	TO FROM CU-2
EF-1	EXHAUST FAN	120	1	1/20	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY SMC
EF-2	EXHAUST FAN	120	1	1/20	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED WITH LIGHTING
EF-3	EXHAUST FAN	120	1	1/10	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		SEE CONTROLLER 1
EF-4	EXHAUST FAN	120	1	1/10	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY WALL SWITCH
EF-5	EXHAUST FAN	120	1	-	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY PHOTOCELL
EF-6	EXHAUST FAN	120	1	1/10	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		SEE CONTROLLER 1
EF-7	EXHAUST FAN	120	1	1/4	-	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY CLEANING SCHEDULE
EF-8	EXHAUST FAN	120	1	1/4	-	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY CLEANING SCHEDULE
EF-9	EXHAUST FAN	120	1	1/4	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY SMC
EF-10	EXHAUST FAN	120	1	1/4	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY SMC
EF-11	EXHAUST FAN	120	1	1/6	-	-	15	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY WALL SWITCH
EF-12	KITCHEN EXHAUST FAN	480	3	1/2	1	-	20	-	-	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-		CONTROLLED BY KITCHEN EXHAUST SYSTEM
WH-1	GAS WATER HEATER (SHARED & CONTROLLED)	115	1	-	8.0	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
WH-2	GAS WATER HEATER (SHARED & CONTROLLED)	115	1	-	8.0	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
CP-1	CIRCULATING PUMP	115	1	1/6W	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	SEE CONTROLLER 1
CP-2	CIRCULATING PUMP	115	1	1/6W	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	SEE CONTROLLER 1
B-1	BOILER	115	1	-	8.0	-	20	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
B-2	BOILER	115	1	-	8.0	-	20	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
B-3	BOILER	115	1	-	8.0	-	20	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
SP-1	ELEVATOR SUMP PUMP	115	1	1/2	-	-	20	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	CONN & PLUG CONNECTED
EUH-1	ELECTRIC UNIT HEATER	277	1	-	-	1.0W	15	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EUH-2	ELECTRIC UNIT HEATER	120	1	-	-	1.0W	20	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EUH-3	ELECTRIC UNIT HEATER	208	1	-	-	1.0W	20	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EUH-4	ELECTRIC UNIT HEATER	120	1	-	-	1.0W	20	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
WH-1	HOT WATER UNIT HEATER	115	1	1/20	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
WH-2	HOT WATER UNIT HEATER	115	1	1/20	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
WH-3	HOT WATER UNIT HEATER	115	1	1/6	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	
GFWH-1	GAS FIRED DOWNFLOW HEATER	115	1	1/6W	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
GFWH-2	GAS FIRED DOWNFLOW HEATER	115	1	1/6W	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
GUH-1	GAS UNIT HEATER	115	1	1/4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
HUM-1	HUMIDIFIER	480	3	-	-	0.5	15	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
EPH-10	EXP PROTECTED VOLUME BOX	120	1	1/4	-	-	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
FCU-1	FAN COIL UNIT AIR CONDITIONER	208	1	-	14	0.3W	20	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	CONN & PLUG CONNECTED
WH-1	WATER HEATER	120	1	-	1	-	15	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	CONN & PLUG CONNECTED
PH-1	PUMPED DRAINER	208	1	1/2	5	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SC-1	SCRAM SCHEDULE	480	3	-	1	0.5	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

(1) - BY ELECTRICAL, 2 - BY MECHANICAL, 3 - BY MANUFACTURER. COORDINATE WITH MECHANICAL CONTRACTOR
(2) - BY SUPPLIED BY MECHANICAL CONTRACTOR INTEGRAL TO PUMP
(3) - ALL EQUIPMENT SHALL BE FUSE OR CIRCUIT BREAKER RATED.





Notes:

MARSHALLTOWN
POLICE & FIRE HEADQUARTERS

909 SOUTH 2ND STREET
MARSHALLTOWN, IOWA 50518

REPRODUCTION - THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN MAY NOT BE REPRODUCED OR EXCERPTED FROM WITHOUT THE EXPRESS WRITTEN PERMISSION OF PROCHASKA & ASSOCIATES. UNAUTHORIZED COPYING, DISCLOSURE OF CONSTRUCTION USE ARE PROHIBITED BY COPYRIGHT LAW. © COPYRIGHT 2017 PROCHASKA & ASSOCIATES, INC.

PLANNING ARCHITECTURE ENGINEERING
PROCHASKA & ASSOCIATES
INTERIORS & FACILITY MANAGEMENT

SECOND FLOOR POWER & SYSTEMS PLAN – POLICE WING

Date: 07-31-2017 Project No. 16038
Designed By: MK
Drawn By: MK
Checked By: MN

E2.2

Wiring for one motor and one toggle switch

NOTICE: For installation by a qualified electrician in accordance with national and local electrical codes, and the following instructions.

CAUTION: RISK OF ELECTRICAL SHOCK. Disconnect power before installing. Never wire energized electrical components.

Select conductors having 90°C or higher rated insulation having sufficient ampacity in accordance with the 60°C column of National Electrical Code® Table 310-16 or Canadian Electrical Code Table 2

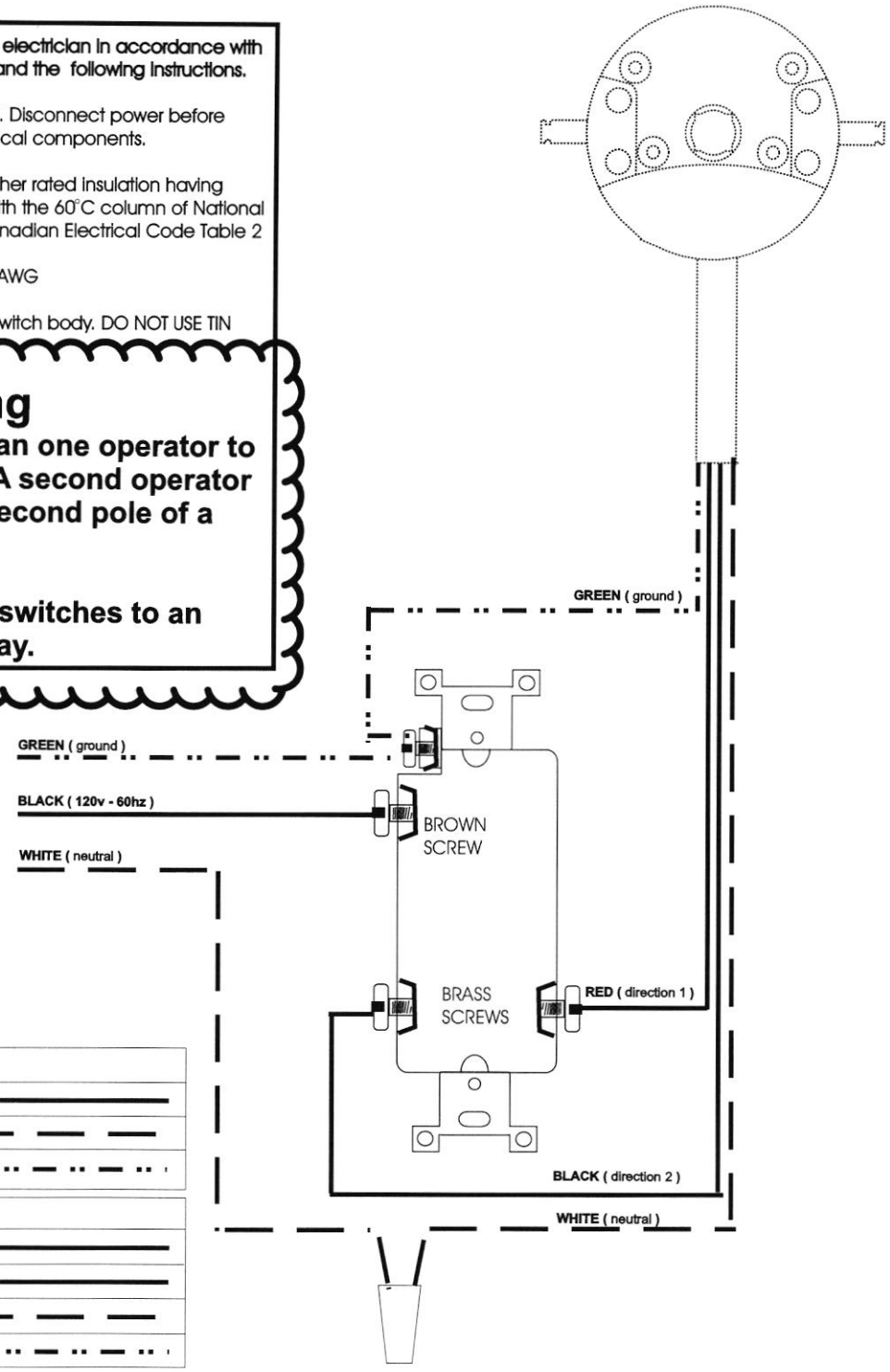
Terminal capacity: #14 AWG to #10 AWG

Strip conductors using strip gage on switch body. DO NOT USE TIN CONDUCTORS.

Warning

<u>DO NOT</u> wire more than one operator to a single pole switch. A second operator can be wired to the second pole of a double pole switch.

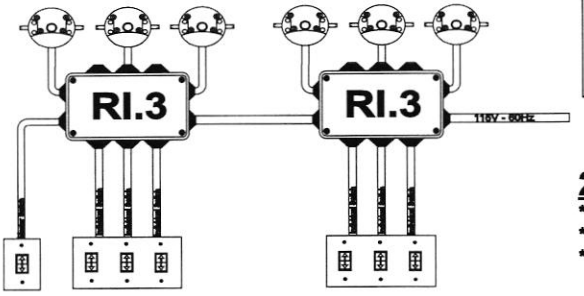
<u>DO NOT</u> connect two switches to an operator without a relay.



Power in		
Hot	Black	
Neutral	White	
Ground	Green	

Motor Leads		
Direction 1	Red	
Direction 2	Black	
Neutral	White	
Ground	Green	

Example relay wiring diagram



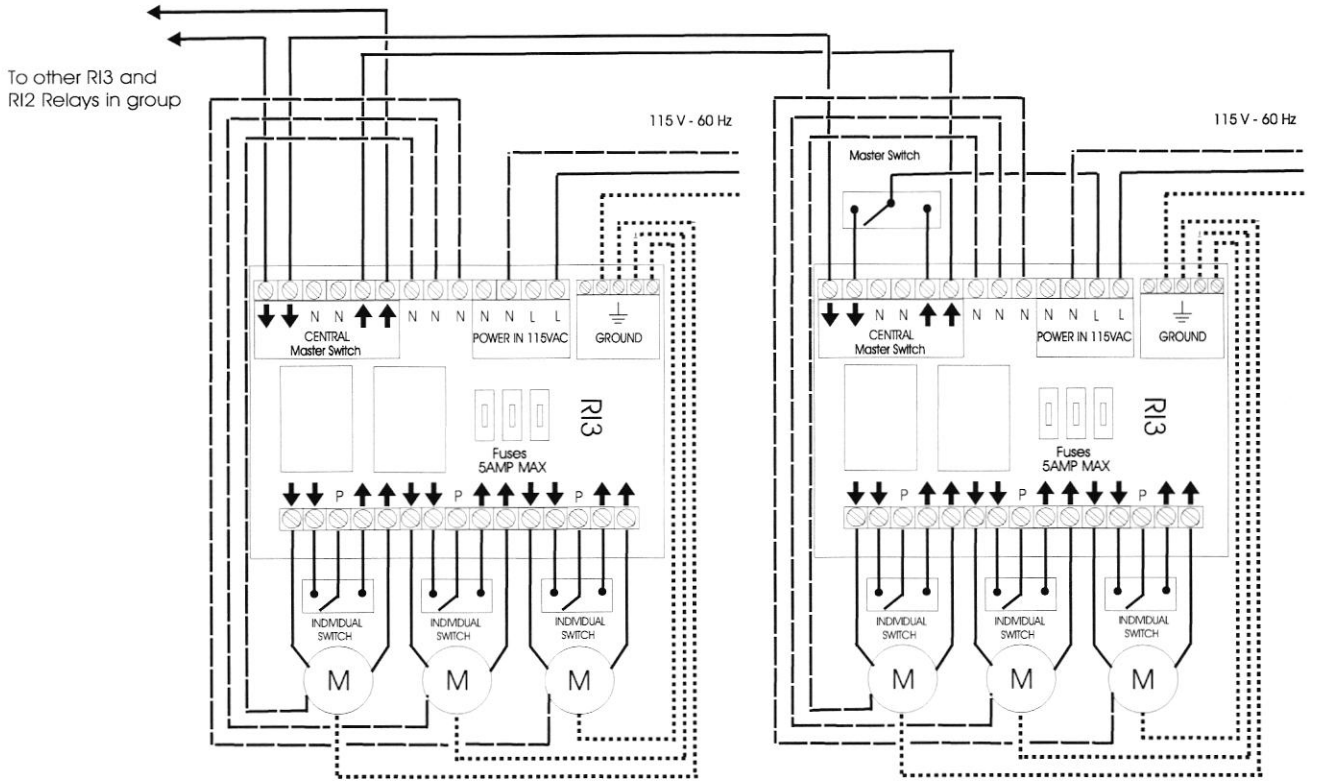
SIMU®

2 RI3 RELAYS

* Six Motors
* One Momentary Master Switch
* Six Momentary Individual Control Switches

·····	Ground (Green) ⏚
———	Hot Power L1 (Black)
— — —	Common N (White)
M	Motor
P	Power to Ind. Switch
↑↓	Motor Direction (Red/Black)

Note: Connections are only at terminals



Kendall Meyeraan

From: Jon Hapke <Jon@skoldcompanies.com>
Sent: Tuesday, July 24, 2018 9:22 PM
To: Kendall Meyeraan
Subject: RE: Marshalltown P&F RFI #102 Storm Shutter Wiring

Kendall,

The extra cost for the required relays is $600.00.

Thanks,

JON HAPKE | SKOLD DOOR | ESTIMATOR/PROJECT MANAGER
O: 515-264-8420 | **F:**515-264-8421

From: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Sent: Tuesday, July 24, 2018 11:48 AM
To: Jon Hapke <Jon@skoldcompanies.com>
Subject: FW: Marshalltown P&F RFI #102 Storm Shutter Wiring

Jon,
For the Marshalltown Police and Fire Station project, please find attached the RFI #102 regarding the wiring of the storm shutters for a single switch. Please review this info and provide the relays for these shutters for them to operate properly on just the one switch as shown on the electrical drawings (E2.2).
If you have any questions or comments regarding this info please feel free to contact me. Thank you.

From: Jace Christensen <jace.christensen@storycon.com>
Sent: Tuesday, July 24, 2018 9:57 AM
To: 'Derek Van Dyke' <dvd@devrieselectric.com>; glsieck@windstream.net; Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Cc: Ethan Dix <ethan.dix@storycon.com>
Subject: Marshalltown P&F RFI #102 Storm Shutter Wiring

Team,

Here is the response for RFI #102 Storm Shutter Wiring. If you believe there is associated cost to your scope as a result of this RFI, please notify the CM team within 5 days of 7/20/18.

Thank you,

STORY CONSTRUCTION

Jace Christensen | Project Engineer
Story Construction
515.291.8234 **mobile** | 515.232.0599 **fax** | jace.christensen@storycon.com

2810 Wakefield Circle | Ames, Iowa 50010-7707 | www.storycon.com

Story has moved! Please note new address (above), effective October 6, 2017.

HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS,CURTAINWALLS RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE & GLAZING FOR FORMAN FORD AN INCREASE OF $719.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Forman Ford for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of $653,791.00 is hereby accepted and approved.

Passed this 26th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

BP No. 08-1 Aluminum Storefronts, Curtainwall and Glazing
Forman Ford

CO #		Change Order Date	Change #	Change Order Amount	Contract Amount
	Original Contract Sum				$ 636,900.00
1	CR 013 PR #017 Second Floor Doors to Roof	3/12/2018	1	$ (3,416.00)	
1	CR 020 ASI #009 I & I.1 Aluminum Frame Revision	3/12/2018	1	$ 1,179.00	
2	CR 036 - PR #030 HM Frame P220 Mods	7/24/2018	2	$ 305.00	
3	CR 042 - PR #035 Aluminum Door Stiles	9/18/2018	3	$ 18,104.00	
	Net change by Fully Executed Change Orders				$ 16,172.00
	Contract Sum to Date based upon Fully Executed Change Orders				$ 653,072.00
	Pending Changes				
	CR 058 Locker Room Window Privacy Film			$ 719.00	
	New Contract Sum				**$ 653,791.00**

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-058**

DATE: November 9, 2018

SUBJECT Locker Room Window Privacy Film

PROPOSED CHANGE DESCRIPTION:

Forman Ford - [Bid Package No. 8-1]

1. Provide and install 3M 'Crystal Frost' window privacy film at the (4) windows in Mens and Womens Locker Room P147 and P150. Film opacity to be 70%.

Provide all work in accordance with Change Request No. CR #058 dated October 24, 2018, as prepared by Story Construction.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
08-1	Aluminum Storefronts, Curtainwall and Glazing	Forman Ford	$719
Total			**$719**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Watts	By: William R. Hayes III	By:
Date: 11-9-18	Date: 11/9/18	Date:

cc: Field
File

FormanFord
Professional Glazing and Façade Contractor

Job Name: Marshalltown Police and Fire Station HQ **Date:** 10/29/2018

General Contractor: Story Construction
RFI or PR Description: CR #058 - Locker Room Window Privacy Film

Item Description	QTY	COST	TOTAL
MATERIAL			
Add 3M Crystal Frost (70% Opacity) to 4 windows in Locker Rooms P147 & P150	1	$625.00	$625.00
			$0.00
			$0.00
			$0.00
			$0.00
Tax		0%	$0.00
SUBTOTAL			**$625.00**
SHOP LABOR			
		$65.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
SUBTOTAL			**$0.00**
FIELD LABOR			
		$65.00	$0.00
		$65.00	$0.00
		$65.00	$0.00
SUBTOTAL			**$0.00**
FREIGHT			
		$325.00	$0.00
SUBTOTAL			**$0.00**
		TOTAL COST	**$625.00**
		MARKUP	**15%**
		TOTAL	**$719**

89 University Ave, Des Moines, IA 50314
4491 8th Ave, Marion, IA 52302

CHANGE REQUEST

Story Construction
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT: **Marshalltown New Police and Fire Station Headquarters**
City of Marshalltown
Marshalltown, IA

CHANGE REQUEST NO.: CR #058
DATE: October 24, 2018
SUBJECT: Locker Room Window Privacy Film

CONTRACTOR:

- ☐ Con-Struct - [Bid Package No. 2-1]
- ☐ Caliber Concrete - [Bid Package No. 2-2]
- ☐ Caliber Concrete - [Bid Package No. 3-1]
- ☐ Corrado Construction - [Bid Package No. 4-1]
- ☐ Central Western Fabricators - [Bid Package No. 5-1]
- ☐ Garling Construction - [Bid Package No. 6-1]
- ☐ Black Hawk Roof - [Bid Package No. 7-1]
- ☒ Forman Ford - [Bid Package No. 8-1]
- ☐ Hilsabeck Schacht - [Bid Package No. 9-1]
- ☐ Allied Construction - [Bid Package No. 9-2]
- ☐ Heartland Finishes - [Bid Package No. 9-3]
- ☐ Schumacher Elevator - [Bid Package No. 14-1]
- ☐ Black Hawk Automatic Sprinkler - [Bid Package No. 21-1]
- ☐ Tony's Plumbing & Heating - [Bid Package No. 22-1]
- ☐ DeVries Electric - [Bid Package No. 26-1]

PROPOSED CHANGE - Please review the following proposed change and determine the impact on your work. This Change Request is intended to provide clarification and revisions to the Bid Packages listed below, however if you feel the proposed changed and/or attachments also impact your contract and result in a change to your scope of work, you are instructed to prepare a cost impact proposal. Responses and proposals are to be **submitted by no later than 12:00 p.m. on *Wednesday, November 07, 2018***, to Story Construction. ***Return to Story Construction Co., via uploading to Submittal Exchange in the Change Request Initial Log under your respective Bid Package Category*.** Lack of response by this date will be considered no change in cost, and claims for additional cost or time for these changes will not be honored if submitted after this date.

Forman Ford - [Bid Package No. 8-1]

1. Provide and install 3M 'Crystal Frost' window privacy film at the (4) windows in Mens and Womens Locker Room P147 and P150. Film opacity to be 70%.

Provide all work in accordance with Change Request No. CR #058 dated October 24, 2018, as prepared by Story Construction.

CONTRACTOR PROPOSAL - Attach an itemized breakdown of costs (to include a breakdown of labor, including man-hours and rates, material, equipment, subcontractor, supplier, overhead and profit) as described in Section 00 72 13 GENERAL CONDITIONS – ARTICLE 8 and fill out the summary below. Include any comments or remarks and advise if proposed change affects contract time.

Self Performed Work

Labor *(attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)* ..... $ _____

Material *(attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)* ..... $ _____

Overhead and Profit - *(15% max.)* ..... $ _____

Subtotal $

Subcontractor Work

Labor *(attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)* ..... $ _____

Material *(attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)* ..... $ _____

Overhead and Profit - *(5% max.)* ..... $ _____

Subtotal $

Bond ..... $ _____

GRAND TOTAL $ _____

Company: _____ Date: _____

Signature: _____ Name: _____

This is not a Change Order, a Construction Change Directive or a direction to proceed with the work described. An itemized proposal must be submitted to Story Construction Co. and approved by all parties before proceeding with the work described.

COPIES TO: **Justin Nickel, City of Marshalltown**
Bill Huey, Prochaska and Associates
Curt Field, Prochaska and Associates
Mike Welter, Story Construction
Ethan Dix, Story Construction
Jace Christensen, Story Construction

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC.
AN INCREASE OF $18,848.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Hilsabek Schacht, Inc. for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of $1,116,458.00 is hereby accepted and approved.

Passed this 26th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

BP No. 09-1 Gypsum Wall Assemblies
Hilsabeck Schacht, Inc.

CO #		Change Order Date	Change #	Change Order Amount	Contract Amount
	Original Contract Sum				$ 1,092,350.00
1	CR-005R PR #004 Evidence Processing Modifications	3/9/2018	1	$ 865.00	
2	CR 031 PR #23 Lobby Modifications	6/14/2018	2	$ 1,905.00	
2	CR 032 - PR #026 Booking Ext. East Wall	6/14/2018	2	$ 560.00	
3	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	3	$ 438.00	
4	CR 039 - PR #034 Lighting Changes	9/18/2018	4	$ 677.00	
5	CR 040 - PR #036 Storage Room F134	10/9/2018	5	$ 815.00	
	Net change by Fully Executed Change Orders				$ 5,260.00
	Contract Sum to Date based upon Fully Executed Change Orders				$ 1,097,610.00
	Pending Changes				
	CR 044 - ASE #14 & ASI #21 Floor Finish Changes			$ 14,650.00	
	CCD 007 - Flat Strap Installation at Exterior Sheathing			$ 2,382.00	18848
	CCD 017 - Fitness Room East Exterior Wall Furring			$ 1,816.00	
	New Contract Sum				**$ 1,116,458.00**

STORY CONSTRUCTION

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-007

Date: June 29, 2018

To: BP 09-1 Hilsabeck Schacht, Inc, Jerry Atcheson

Subject: Flat Strap Installation at Exterior Sheathing

Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Per on site coordination and air barrier requirements, proceed with installation of 12" flat strap metal at exterior wall locations in order to provide a continuous surface for air barrier installation.

Contractor:

- BP 09-1 Hilsabeck Schacht, Inc

Flat Strap Installation at Exterior Sheathing

Issued by Story Construction Co.

Ethan Dix
Project Superintendent

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

HSI

Hilsabeck Schacht Inc.
617 S. 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243 • Fax: 515-223-1379

FIELD WORK ORDER

014841

DATE 8-14-18 YOUR ORDER _____ OUR JOB NO. _____

CHARGE TO STORY CONST.

JOB NAME MARSHALLTOWN POLICE & FIRE

WORK DESCRIPTION PREP ON EAST SIDE & WEST SIDE POLICE WING FOR AIR BARRIER

☒ TIME AND MATERIAL ☐ QUOTED PRICE $ _____

LABOR

EMPLOYEE NAME	F	J	CRAFT	RATE	HOURS	AMOUNT
JEROD C.		X	CARPENTER	70	5	350
JOSH L.		X	" "	68	3	204
DANIELLE		X	" "	60	3	180

MATERIAL

ITEM	QTY	PRICE	AMT	ITEM	QTY	PRICE	AMT
3⅝ TRACK	20 PCS	6	120				
1½ x 1½ L METAL	10 PCS	5	50				
12" FLAT STAND	4 PCS	12	48				

APPROVAL FOR CUSTOMER [signature]
Date 8/16/18

APPROVAL FOR HSI [signature]
Date 8/20/18

LABOR 734-
MATERIAL 218-
TAX
TOTAL $ 952-

HSI

Hilsabeck Schacht Inc.
617 S. 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243 • Fax: 515-223-1379

FIELD WORK ORDER

014838

DATE 6-28-18 YOUR ORDER _____ OUR JOB NO. _____

CHARGE TO STORY CONST.

JOB NAME MARSHALLTOWN POLICE + FIRE

WORK DESCRIPTION ADD FLAT STRAP TO COVER STEEL

Providing continuous surface for Air Barrier installation

☒ TIME AND MATERIAL ☐ QUOTED PRICE $ _____

LABOR

EMPLOYEE NAME	F	J	CRAFT	RATE	HOURS	AMOUNT
MONTY J.	X		CARPENTER	72	4	288
JON G.		X	" " "	68	4	272

MATERIAL

ITEM	QTY	PRICE	AMT	ITEM	QTY	PRICE	AMT
12" FLAT STRAP	40	12	480				

APPROVAL FOR CUSTOMER [signature]
Date 6/29/18

APPROVAL FOR HSI [signature]
Date 8/20/18

LABOR 560
MATERIAL 480
TAX
TOTAL $ 1040

HSI

Hilsabeck Schacht Inc.
617 S. 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243 • Fax: 515-223-1379

FIELD WORK ORDER

014839

DATE 6-29-18 YOUR ORDER _____ OUR JOB NO. _____

CHARGE TO STORY CONST.

JOB NAME MARSHALLTOWN POLICE + FIRE

WORK DESCRIPTION ADD FLAT STRAP TO COVER STEEL PROVIDING CONTINUOUS AIR BARRIER INSTALLATION

☐ TIME AND MATERIAL ☐ QUOTED PRICE $ _____

LABOR

EMPLOYEE NAME	F	J	CRAFT	RATE	HOURS	AMOUNT
JERAD C	X		CARPENTER	70	3	210
DANIELLE S		X	1	60	3	180

MATERIAL

ITEM	QTY	PRICE	AMT	ITEM	QTY	PRICE	AMT

APPROVAL FOR CUSTOMER

Date 7/9/18

APPROVAL FOR HSI

Date 8/18/20

LABOR 390

MATERIAL

TAX

TOTAL $390

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-044**

DATE: October 19, 2018

SUBJECT: ASI #14 & ASI #21 Floor Finish Changes

PROPOSED CHANGE DESCRIPTION:

Per ASI #14 and ASI #21 change the bare access floor panels to LVT - Mannington Spacia (linear stone shale) in rooms P233, P234 and P231.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	$14,650.00
09-2	Floor Coverings	Allied Construction Services	($ 5,701.00)
Total			**$8,949.00**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[ ] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Welt	By: William R. Hagy III	By:
Date: 10-22-18	Date: 11/6/18	Date:

cc: Field
File

HSI
Hilsabeck Schacht Inc.
617 S 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243
Fax: 515-223-1379

July 31, 2018

Story Construction
Attn: Jace Christensen

Re: Marshalltown Police and Fire
- ASI #14

Add to change the bare access floor panels to LVT – Mannington Spacia (linear stone shale) in rooms P233, P234, P231

Add.....$14,650.00

Material		$12,550.00
OH&P	15%	$1,883.00
Bond		$217.00
Total		$14,650.00

Please feel free to call with any questions.

Sincerely,

Jerry Atcheson
515-208-4069

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC.
A DECREASE OF $3,051.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Tony's Plumbing & Heating LLC for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS a decrease is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the decreased amount of $1,815,887.00 is hereby accepted and approved.

Passed this 26th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

BP No. 22-1 Plumbing and Mechanical
Tony's Plumbing & Heating LLC

CO #		Change Order Date	Change #	Change Order Amount	Contract Amount
	Original Contract Sum				$ 1,811,761.00
1	CR-010 Trap Primer & RFI 29 Venting Deduct	2/13/2018	1	$ (4,964.00)	
2	CR 005R – PR #004 Evidence Processing Modifications	3/12/2018	2	$ 7,552.00	
2	CR 018 – PR #016R Steam Shower Modifications	3/12/2018	2	$ (1,793.00)	
3	CR 015 - Irrigation System Removal	4/26/2018	3	$ (679.00)	
3	CR 022 - PR #021 FD Range Hood Change	4/26/2018	3	$ 290.00	
3	CR 024 - L-1 Sink Model Clarification	4/26/2018	3	$ 1,494.00	
4	CR 023 - PR #024 F149 Water Heater	6/14/2018	4	$ 3,818.00	
4	CR 033 - PR #027 Emergency Eyewash Mods Ev. Proc P121	6/14/2018	4	$ 1,668.00	
4	CR 034 PR #023 Lobby Modifications	6/14/2018	4	$ 980.00	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	$ (1,911.00)	
6	CR 037 - PR #031 ASI #22 Gas E-Stops	9/18/2018	6	$ (630.00)	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	$ 1,352.00	
	Net change by Fully Executed Change Orders				$ 7,177.00
	Contract Sum to Date based upon Fully Executed Change Orders				**$ 1,818,938.00**
	Pending Changes				
	CR 050 RFI #111 App Bay MEP Rough-in			$ (3,051.00)	
	New Contract Sum				**$ 1,815,887.00**

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-050**

DATE: September 18, 2018

SUBJECT: RFI #111 App Bay MEP Rough-In

PROPOSED CHANGE DESCRIPTION:

Per RFI #111 only (4) hose bibbs and (4) fill ports are required in the Apparatus Bay. This deduct accounts for that change.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
22-1	Plumbing & Mechanical	Tony's Plumbing & Heating	($3,051.00)
Total			**($3,051.00)**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Watts	By: William R. Harris III	By:
Date: 9-19-18	Date: 10/2/18	Date:

cc: Field
File

Tony's Plumbing and Heating, LLC
5630 Westminster Drive
Cedar Falls, IA 50613
P: 319-277-2750 | E: info@tonysphc.com | F: 319-277-3311

Proposal/Contract
(CPR-RFI-111)

Project: Marshalltown Police & Fire Headquarters Attention: City of Marshalltown Date: 9/4/18

Address: 909 S. 2nd Street City: Marshalltown State: IA

Tony's Plumbing & Heating, LLC proposes to:

Per RFI-111 request No.2 per conversation with the Fire Chief Rierson, only (4) hose bibbs and (4) fill ports are required in the Apparatus Bay and are desired to be mounted on the center columns along grid P and issue a deduct as necessary.

Self-Performed Work
Labor: $942.00
Material: $929.00
Subtotal: $1,871.00

Subcontractor Work
Labor: $745.00
Material: $405.00
Subtotal: $1,150.00

Bond: $30.00

Grand Total: $3,051.00 (deduct)

By signing below, I hereby accept the above proposal and acknowledge receipt of an exact signed copy. Furthermore, my signature below signifies acceptance of this contract. Payment will be due in full upon completion of work.

For Tony's Plumbing & Heating, LLC:_____ Date:_____

Accepted By:_____ Date:_____

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 111
Date: 8/31/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **App Bay MEP Column Rough In Updated**

Drawing: E2.4, M1.3

Spec Section:

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request:

Date Required:

1. Please see revised App Bay electrical rough in at the columns. This has been accepted by Fire Chief Rierson. Please review and confirm drawing as shown.

2. Per conversation with Chief Rierson, only (4) hose bibbs and (4) fill ports are required in the Apparatus Bay and are desired to be mounted on the center columns along Grid P. Please review and issue a deduct PR as necessary
.

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone:515-232-4358

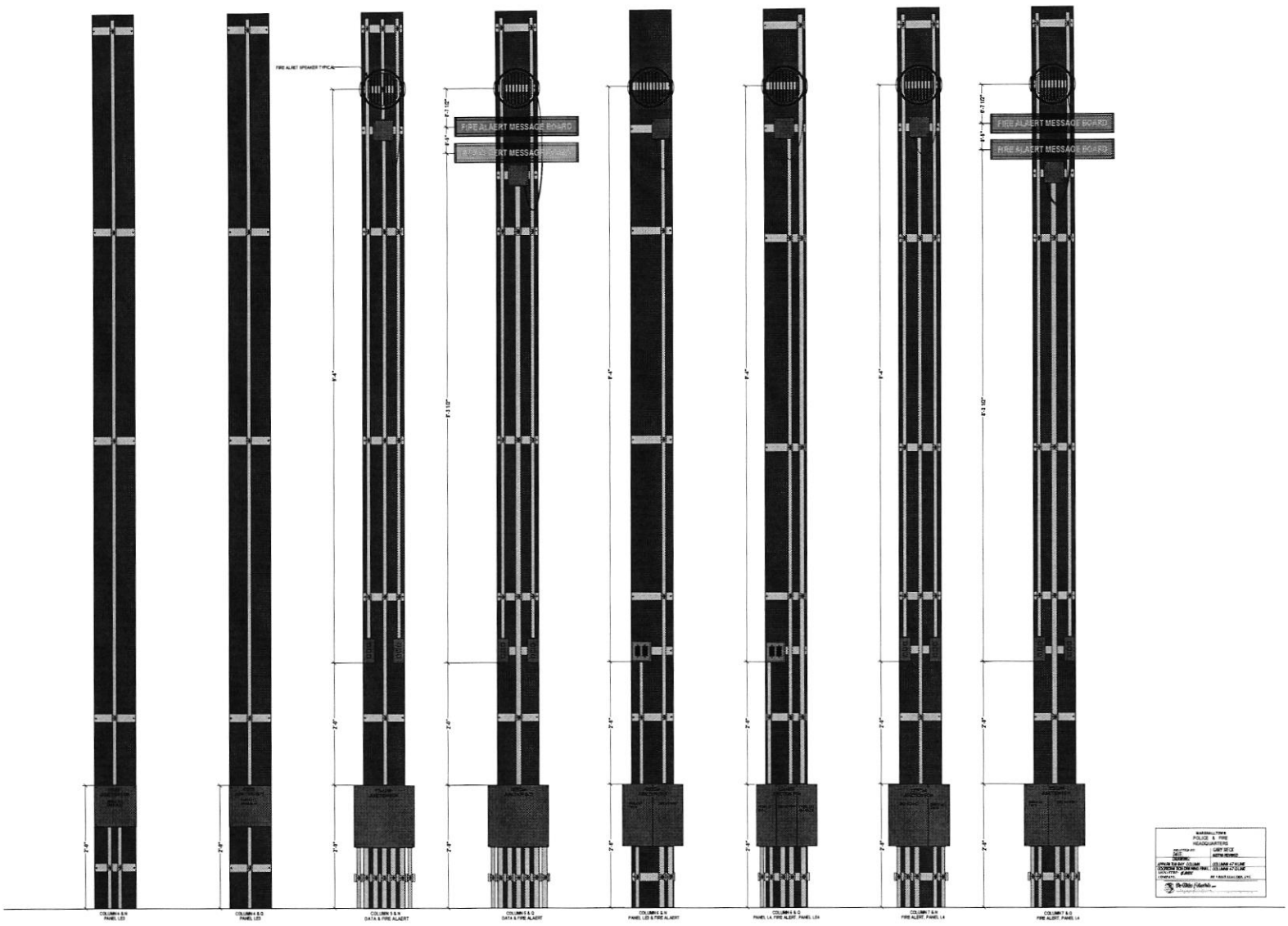
Request cc'd to: Paul Ryan (PROCHASKA & ASSOCIATES), Tom Hawk (PROCHASKA & ASSOCIATES)

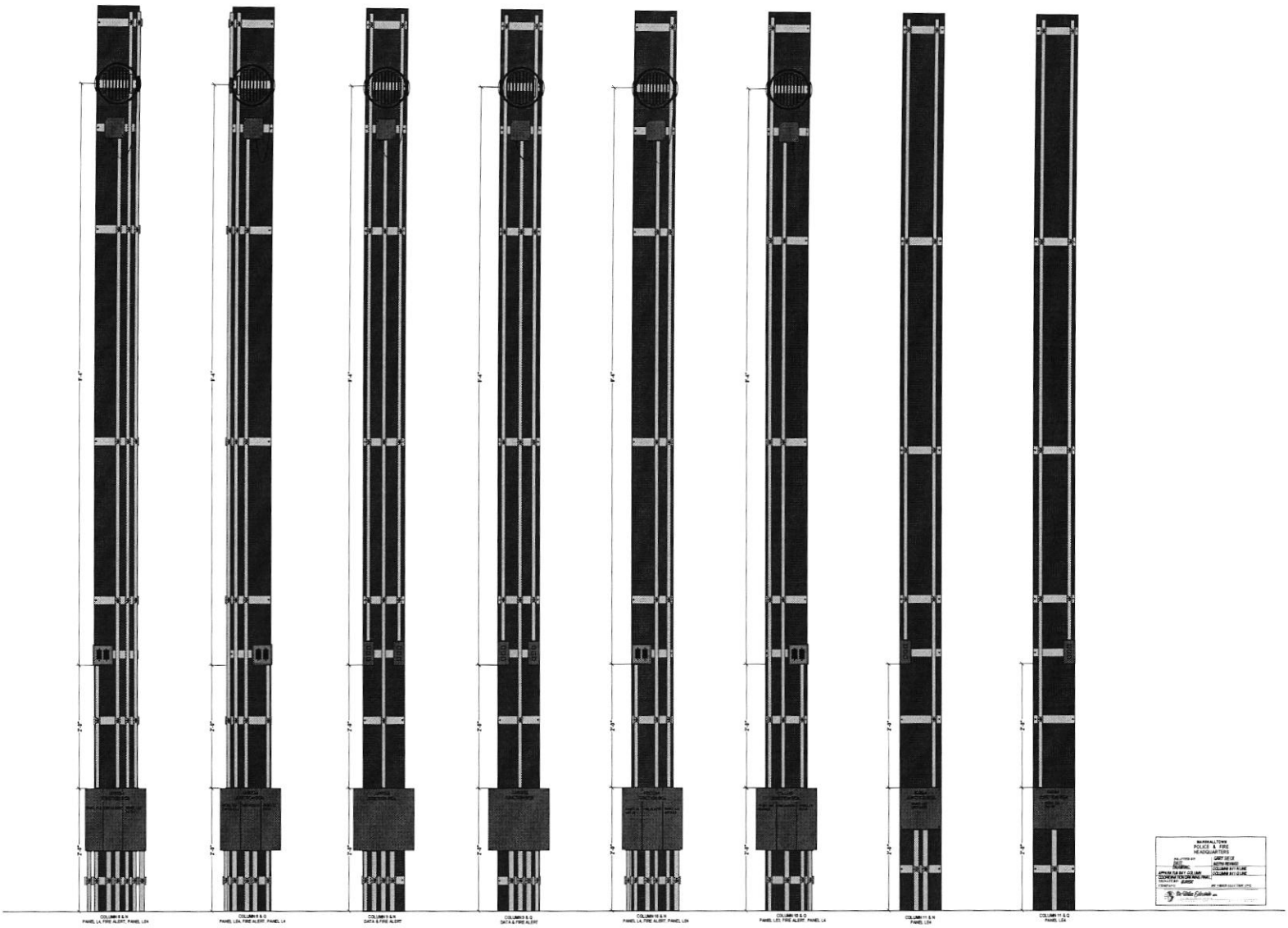
Response:

We take no exception. Also note that standby circuits can be combined with normal power circuits. Only circuits on the life safety power need to be separated.

Response by: TVH/PJR

Response date: 09/06/18


FIRE ALARM SPEAKER TYPICAL
FIRE ALARM MESSAGE BOARD
FIRE ALARM MESSAGE BOARD
FIRE ALARM MESSAGE BOARD
FIRE ALARM MESSAGE BOARD
COLUMN 4 & H
PANEL LED
COLUMN 4 & G
PANEL LED
COLUMN 5 & H
DATA & FIRE ALARM
COLUMN 5 & G
DATA & FIRE ALARM
COLUMN 6 & H
PANEL LED & FIRE ALARM
COLUMN 6 & G
PANEL LA FIRE ALERT, PANEL LEA
COLUMN 7 & H
FIRE ALERT, PANEL LA
COLUMN 7 & G
FIRE ALERT, PANEL LA


COLUMN 8 & N
PANEL LA, FIRE ALERT, PANEL LEN
COLUMN 8 & O
PANEL LEN, FIRE ALERT, PANEL LA
COLUMN 9 & N
DATA & FIRE ALERT
COLUMN 9 & O
DATA & FIRE ALERT
COLUMN 10 & N
PANEL LA, FIRE ALERT, PANEL LEN
COLUMN 10 & O
PANEL LEO, FIRE ALERT, PANEL LA
COLUMN 11 & N
PANEL LEN
COLUMN 11 & O
PANEL LEA
MARSHALLTOWN
POLICE & FIRE
HEADQUARTERS
CONTRACT DATE
ISSUE
REVISIONS
APPROVED BY: COLUMN
DRAWN BY: COLUMN 8/11 & LINE
CONTRACT NUMBER
COMPANY
DRAWING NO.

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF $8,202.30

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with DeVries Electric for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of $1,117,199.42 is hereby accepted and approved.

Passed this 26th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters
City of Marshalltown
Marshalltown, Iowa

BP No. 26-1 Electrical, Communications and Security
DeVries Electric

CO #		Change Order Date	Change #	Change Order Amount	Contract Amount
	Original Contract Sum				$ 1,013,000.00
1	CR 005R – PR #004 Evidence Processing Modifications	3/12/2018	1	$ 2,766.86	
2	CR-012 – PR #011 – UPS Sizing	3/15/2018	2	$ (852.85)	
2	CR-019 – Server Rack Removal	3/15/2018	2	$ (1,539.00)	
3	CR 007 - PR #007 Antenna Tower interior Modifications	4/26/2018	3	$ 9,565.38	
3	CR 022 - PR #021 FD Range Hood Change	4/26/2018	3	$ 2,880.88	
3	CR 028 - PR #015R Countertop & Millwork Modifications	4/26/2018	3	$ 3,064.31	
4	CR 023 - PR #024 F149 Water Heater	6/14/2018	4	$ 1,192.21	
4	CR 025 - PR #014 - Wall Heater Circuits & Misc	6/14/2018	4	$ 5,887.93	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	$ 38,022.44	
5	CR 026 - PR #019R Communication & Technology Enhancements	7/24/2018	5	$ 7,593.15	
6	CR 035 - PR #029 Range Receptacles	9/18/2018	6	$ 1,624.81	
6	CR 037 - PR #031 ASI #22 Gas E-Stops	9/18/2018	6	$ 4,915.19	
6	CR 038 - PR #032 – Door Hwd. & Keying Mods	9/18/2018	6	$ 2,288.76	
6	CR 039 - PR #034 Lighting Changes	9/18/2018	6	$ 1,973.61	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	$ 2,965.45	
7	CR 041 - PR #037 Mobile Shelving Power	10/9/2018	7	$ 1,988.85	
7	CR 043 - PR #038 Fire Station Hood Connections	10/9/2018	7	$ 4,174.30	
7	CR 047 - RFI #093 GFI Changes	10/9/2018	7	$ 7,484.84	
	Net change by Fully Executed Change Orders				$ 95,997.12
	Contract Sum to Date based upon Fully Executed Change Orders				**$ 1,108,997.12**
	Pending Changes				
	CR 048 RFI 102 Storm Shutter Wiring			$ 1,591.23	
	CR 049 RFI #108 Fire Smoke Dampers			$ 4,439.56	
	CR 051 RFI #113 Power to DACU in Elevator Control Room			$ 2,922.86	8202.30
	CR 053 Steam Generator Changes			$ 3,748.65	
	CR 061 RFI #125 Cabling Labels Deduct			$ (4,500.00)	
	New Contract Sum				**$ 1,117,199.42**

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-048**

DATE: September 24, 2018

SUBJECT: RFI #102 Storm Shutter Wiring

PROPOSED CHANGE DESCRIPTION:

DeVries Electric - [Bid Package No. 26-1]

Per RFI #102 provide labor and material to install additional wiring to provide individual wiring for shades to controllers and mounting of three additional control boxes.

Garling Construction - [Bid Package No. 06-1]

Per RFI #102 – provide electrical relays to be able to control the seven storm shutters in Rooms #229 and #232 by one switch.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
06-1	General	Garling Construction	$ 703.80
26-1	Electrical, Communications & Security	DeVries Electric	$1,591.23
Total			**$2,295.03**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[ ] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Weldts	By: William R. Harris III	By:
Date: 9-24-18	Date: 10/2/18	Date:

cc: Field
File

GARLING
CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 020

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Friday, September 21, 2018

Project: Marshalltown Police & Fire

Change order to provide the electrical relays to be able to control the seven (7) storm shutters in Rooms #229 and #232 by one switch as described in RFI #102.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00026	Skold Door Company				600.000	15.0000	$690.00
00026	Bond 2%	Other Expense			13.800	0.0000	$13.80

PROPOSAL SUMMARY

	$690.00
Other Expense	$13.80
Net Costs	**$703.80**
Proposal Total	**$ 703.80**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ **Date:** _____

Owner: x _____ **Date:** _____
CITY OF MARSHALLTOWN

PM: x Kendall Meyeraan **Date:** 09/21/2018
Kendall Meyeraan, Project Manager

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

September 11, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
< RFI #102 Storm Shutter Wiring >

Jace:
Please see the enclosed change to make the changes indicated in RFI#102 Connections to storm shutter shades and install wiring as indicated.

Proposal includes the following
Labor and material to install additional wiring to provide individual wiring for shades to controllers and Mounting of 3 additional control boxes.

Not covered in this proposal
Furnishing 3 group controllers
Furnishing LV Switch for shutters
Any Required Programing
Testing and Owner training

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:
- Material $131.01
- Labor 11.04 hrs.

Quantity	Item Name
3	Mount 3 Control Boxes
1	Mount 4x4x4 Gutter
3	3/4"Close Nipples & Locks
480	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

TOTAL MATERIAL ADD	$	131.01
TOTAL MATERIAL DEDUCT	$	-
SALES TAX EXEMPT	$	-
MATERIAL SUBTOTAL	$	131.01
TOTAL LABOR ADD (11.04 hr. x $72.54)	$	800.84
TOTAL LABOR DEDUCT (-0.00 hr. x $72.54)	$	-
PROJECT MANAGER (1 hr. x $89.50)	$	89.50
PROJECT COORDINATOR (.5 hr. x $55.57)	$	27.79
ESTIMATOR (.5 hr. x $89.50)	$	44.75
BIM/CAD	$	-
LABOR SUBTOTAL	$	962.88
MATERIAL & LABOR SUBTOTAL	$	1,093.89
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (2 hr. x $72.54)	$	145.08
EQUIPMENT	$	-
RENTAL EQUIPMENT	$	-
EXPENDABLE TOOLS (3% Mat.)	$	3.93
TOOLS/EQUIP. (5% Lab.)	$	48.14
FIRE/SOUND CAULKING (3% Mat. + Lab.)	$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	$	46.25
SAFETY (2% Lab.)	$	19.26
TESTING/START-UP/CXM	$	-
PERMITS/INSPECTIONS	$	-
COREDRILLING	$	-
FREIGHT	$	-
FUEL/TRAVEL	$	-
TONER TRUCK DELIVERY	$	-
STORAGE	$	-
SHOP LABOR	$	-
DRAWINGS/CAD PLOT/XEROX	$	-
OTHER ITEMS SUBTOTAL	$	262.66
SUBTOTAL	$	1,356.55
OVERHEAD FEE (15%)	$	203.48
SUBCONTRACTOR	$	-
OVERHEAD FEE (5%)	$	-
INSURANCE	$	31.20
TOTAL	**$**	**1,591.23**

Please provide written direction (approval or rejection) within *14* days of submission of above reference proposal. If approved, please provide a written change order within *30* days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-049**

DATE: September 18, 2018

SUBJECT: RFI #108 Fire Smoke Dampers

PROPOSED CHANGE DESCRIPTION:

DeVries Electric - [Bid Package No. 26-1]

Per RFI #108 - provide and install wiring to damper connections to the fire alarm and programming to the Fire Alarm System.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
26-1	Electrical, Communications & Security	DeVries Electric	$4,439.56
Total			**$4,439.56**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Nicky Walter	By: William R. Harey III	By:
Date: 9-19-18	Date: 10/2/18	Date:

cc: Field
File

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

September 10, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
CR#444 < RFI#108 Fire Smoke Dampers >

Jace:
Please see the enclosed change request CR# RFI#108 Fire Smoke Dampers to provide and install wiring to damper connections to the fire alarm and programing to the Fire Alarm system as indicated.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:
- Material $1,838.99
- Labor 19.28 hrs.

Quantity	Item Name
3	Drill Holes Floors and Walls
130	3/4 EMT
8	3/4 EMT CONN
13	3/4 EMT COUP
4	4/S BOX
4	4/S BLANK COVER
3	BOX SUPPORTS
10	3/4 EMT STRAP
18	1/2 FLEX
3	1/2 FLEX CONN
3	1/2 FLEX 90 CONN
1	Siemens Programing
1	Siemens FA MR &HTRI-R
20	18/2 FA Cable
550	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

TOTAL MATERIAL ADD	$	1,838.99
TOTAL MATERIAL DEDUCT	$	-
SALES TAX EXEMPT	$	-
MATERIAL SUBTOTAL	$	1,838.99
TOTAL LABOR ADD (19.28 hr. x $72.54)	$	1,398.57
TOTAL LABOR DEDUCT (-0.00 hr. x $72.54)	$	-
PROJECT MANAGER (1 hr. x $89.50)	$	89.50
PROJECT COORDINATOR (.5 hr. x $55.57)	$	27.79
ESTIMATOR (.5 hr. x $89.50)	$	44.75
BIM/CAD	$	-
LABOR SUBTOTAL	$	1,560.61
MATERIAL & LABOR SUBTOTAL	$	3,399.60
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x $72.54)	$	72.54
EQUIPMENT	$	-
RENTAL EQUIPMENT	$	-
EXPENDABLE TOOLS (3% Mat.)	$	55.17
TOOLS/EQUIP. (5% Lab.)	$	78.03
FIRE/SOUND CAULKING (3% Mat. + Lab.)	$	101.99
CLEAN-UP LABOR (2% Subtotal + Subcont.)	$	46.25
SAFETY (2% Lab.)	$	31.21
TESTING/START-UP/CXM	$	-
PERMITS/INSPECTIONS	$	-
COREDRILLING	$	-
FREIGHT	$	-
FUEL/TRAVEL	$	-
TONER TRUCK DELIVERY	$	-
STORAGE	$	-
SHOP LABOR	$	-
DRAWINGS/CAD PLOT/XEROX	$	-
OTHER ITEMS SUBTOTAL	$	385.19
SUBTOTAL	$	3,784.79
OVERHEAD FEE (15%)	$	567.72
SUBCONTRACTOR	$	-
OVERHEAD FEE (5%)	$	-
INSURANCE	$	87.05
TOTAL	**$**	**4,439.56**

Please provide written direction (approval or rejection) within *14* days of submission of above reference proposal. If approved, please provide a written change order within *30* days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.
Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 108
Date: 8/24/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Fire Smoke Dampers**

Drawing: M1.2, E Series

Spec Section:

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request:

Date Required: 8/29/2018

Please review the attached drawing of the location of (3) installed fire dampers for EF-11 and RTU-2. Dampers are installed at the floor level and no power or control is indicated for these. Please advise location these are to be fed from, and how they are to be controlled. If indicating that we are to shut the dampers on alarm then the units will also need to shut down.

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone:515-232-4358

Request cc'd to: Tom Hawk (PROCHASKA & ASSOCIATES)

Response:

Control would be by integral fire and smoke detector. Connect all 3 fire/smoke dampers to LE2-41.

Connect to fire alarm with addressable interface to alarm if fire/smoke damper closes. Only shut down RTUs if associated duct smoke detectors go into alarm.

Response by: TVH

Response date: 8/24/18

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

REQUEST FOR INFORMATION

Date: 8/24/2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

DVE RFI No: #014
GC/CM No: TBD
SUBCONT. No: N/A
RFI Name: Fire Smoke Dampers

Attn: Jace Christensen

Subject: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518

Response Required By:
Architect, Engineer, and/or Owner

Category:

	Information Not Found In Documents	
	Interpretation Of Contract Documents	
X	Conflict In Contract Documents	
X	Coordination Issue	
X	Contract Drawing Reference	M1.2
	Addendum Reference	
	Specification Reference	
	Shop Drawing Reference	
X	Possible Cost Impact	
	Possible Time Impact	

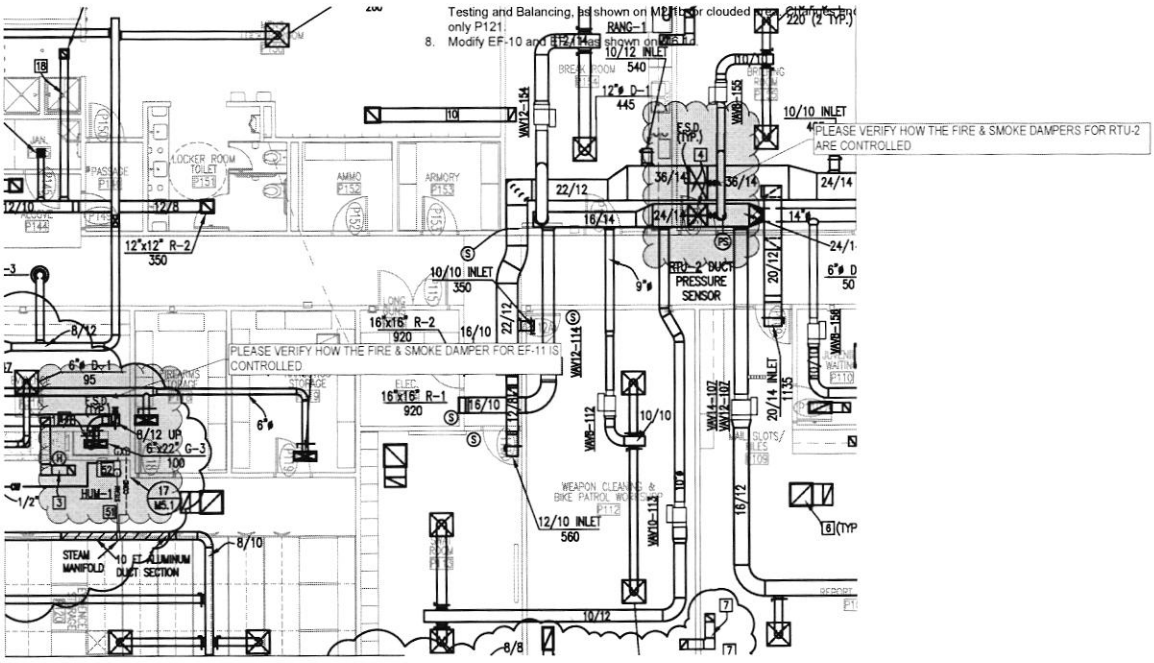
Brief Description:

Please review the attached drawing of the location of installed fire dampers for EF-11 and RTU-2. Dampers are installed at the floor level and no power or control is indicated for these. Please advise location these are to be fed from, and how they are to be controlled. If indicating that we are to shut the dampers on alarm then the units will also need to shut down.

Attachments: 1

Initiated By: Derek Van Dyke

Response:



MARSHALLTOWN POLICE & FIRE HEADQUARTERS	
DRAFTED BY:	GARY SIECK
DATE:	7/26/18
DRAWING:	MAIN FLOOR HVAC PLAN
RFI FIRE & SMOKE DAMPERS	POLICE WING M2.1
EF-11 RTU-2	
SIGNATURE:	
COMPANY:	DE VRIES ELECTRIC INC.

De Vries Electric inc.

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-051**

DATE: October 8, 2018

SUBJECT: RFI #113 Power to DACU in Elevator Control Room

PROPOSED CHANGE DESCRIPTION:

Per RFI #113 provide power for CU-1 in Elevator Control Room

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	$2,922.86
Total			**$2,922.86**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Welter	By: William R. Harey III	By:
Date: 10-8-18	Date: 10/17/18	Date:

cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

September 24, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
< RFI#113 Power to Elevator CU-1 Room >

Jace:
Please see the enclosed change request RFI#113 to provide power for CU-1 in Elevator Control Room.

This proposal also excludes, but not limited to; Sealing Roof Penetrations, installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material	$490.25
- Labor	20.96 hrs.

Quantity	Item Name
1	20AMP 2 POLE BKR
140	3/4 EMT
10	3/4 RGD
4	3/4 EMT CONN
14	3/4 EMT COUP
2	4/S BOX
1	1 G WP BOX
2	4/S BLANK COVER
2	BOX SUPPORT
18	3/4 EMT STRAP
1	3R DISC SW
12	3/4 WP FLEX
4	3/4" WP CONN
520	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

TOTAL MATERIAL ADD	$	490.25
TOTAL MATERIAL DEDUCT	$	-
SALES TAX EXEMPT	$	-
MATERIAL SUBTOTAL	$	490.25
TOTAL LABOR ADD (20.96 hr. x $72.54)	$	1,520.44
TOTAL LABOR DEDUCT (-0.00 hr. x $72.54)	$	-
PROJECT MANAGER (1 hr. x $89.50)	$	89.50
PROJECT COORDINATOR (.5 hr. x $55.57)	$	27.79
ESTIMATOR (.5 hr. x $89.50)	$	44.75
BIM/CAD	$	-
LABOR SUBTOTAL	$	1,682.47
MATERIAL & LABOR SUBTOTAL	$	2,172.72
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x $72.54)	$	72.54
EQUIPMENT	$	-
RENTAL EQUIPMENT	$	-
EXPENDABLE TOOLS (3% Mat.)	$	14.71
TOOLS/EQUIP. (5% Lab.)	$	84.12
FIRE/SOUND CAULKING (3% Mat. + Lab.)	$	65.18
CLEAN-UP LABOR (2% Subtotal + Subcont.)	$	48.86
SAFETY (2% Lab.)	$	33.65
TESTING/START-UP/CXM	$	-
PERMITS/INSPECTIONS	$	-
COREDRILLING	$	-
FREIGHT	$	-
FUEL/TRAVEL	$	-
TONER TRUCK DELIVERY	$	-
STORAGE	$	-
SHOP LABOR	$	-
DRAWINGS/CAD PLOT/XEROX	$	-
OTHER ITEMS SUBTOTAL	$	319.06
SUBTOTAL	$	2,491.78
OVERHEAD FEE (15%)	$	373.77
SUBCONTRACTOR	$	-
OVERHEAD FEE (5%)	$	-
INSURANCE	$	57.31
TOTAL	**$**	**2,922.86**

Please provide written direction (approval or rejection) within *14* days of submission of above reference proposal. If approved, please provide a written change order within *30* days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.
Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 113
Date: 9/7/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject:

Drawing: Spec Section:

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request: Date Required:

Please review the attached drawing and indicate the panel and circuit number for DACU-1 in Elevator Equipment Room.

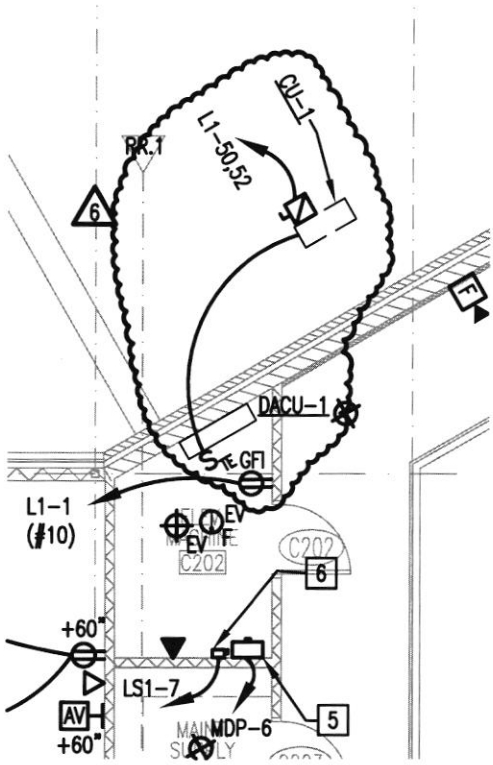
Requested by: Jace Christensen (STORY CONSTRUCTION CO.) Phone:515-232-4358

Request cc'd to: Tom Hawk (PROCHASKA & ASSOCIATES)

Response:

See attached supplemental drawing E2.2h.

Response by: TVH Response date: 09/10/18



SECOND FLOOR POWER & SYSTEMS PLAN
POLICE WING

SCALE: 1/8" = 1'-0"

RFI 113

TRUE NORTH PLAN NORTH

Date: 02/16/18 Project No. 150603	Project: MARSHALLTOWN POLICE & FIRE HEADQUARTERS	PLANNING ARCHITECTURE ENGINEERING PROCHASKA & ASSOCIATES INTERIORS & FACILITY MANAGEMENT 11317 CHICAGO CIRCLE OMAHA, NEBRASKA 68154-2633 PHONE: 402.334.0755 FAX: 402.334.0868 E-MAIL: mail@prochaska.us	Sheet: E2.2h

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

REQUEST FOR INFORMATION

Date: 9/7/2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

DVE RFI No: #016
GC/CM No: TBD
SUBCONT. No: N/A
RFI Name: Power to DACU-1 Elevator Room

Attn: Jace Christensen

Subject: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518

Response Required By:
Architect, Engineer, and/or Owner

Category:

	Information Not Found In Documents	
	Interpretation Of Contract Documents	
X	Conflict In Contract Documents	
X	Coordination Issue	
X	Contract Drawing Reference	E2.2
	Addendum Reference	
	Specification Reference	
	Shop Drawing Reference	
X	Possible Cost Impact	
	Possible Time Impact	

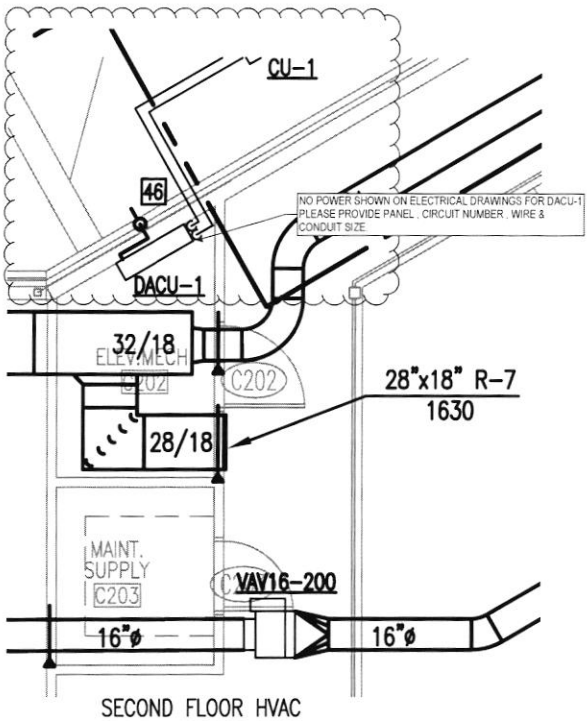
Brief Description:

Please review the attached drawing and indicate the panel and circuit number for DACU-1 in Elevator Equipment Room.

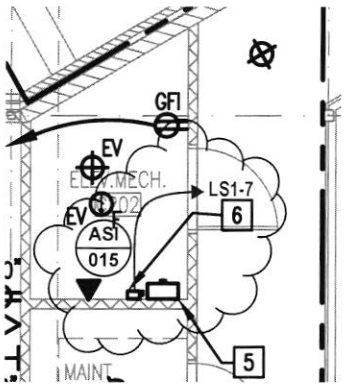
Attachments: 1

Initiated By: Derek Van Dyke

Response:



SECOND FLOOR HVAC
PLAN – POLICE WING



SECOND FLOOR POWER
& SYSTEMS PLAN –
POLICE WING

MARSHALLTOWN POLICE & FIRE HEADQUARTERS	
DRAFTED BY:	GARY SIECK
DATE:	9/5/18
DRAWING:	SECOND FLOOR HVAC PLAN - POLICE WING
RFI NO POWER SHOWN FOR DACU-1	SECOND FLOOR POWER & SYSTEM PLAN -
IN ELEVATOR EQUIPMENT RM.C202	POLICE WING
SIGNATURE:	
COMPANY:	DE VRIES ELECTRIC INC.

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-053**

DATE: September 19, 2018

SUBJECT: Steam Generator Changes

PROPOSED CHANGE DESCRIPTION:

Provide and install changes to the steam generator wiring to included the following:

1. Labor & material to add 2-timer switches in women's shower F126 & men's Shower F128.
2. Labor & material to install new control circuit from panel l3-ckt-42 (existing breaker) to steam generator in janitor closet f125. Install aux contact in 480v disconnect to simultaneously remove power to steam generator.
3. Labor & material to connect 2-solenoids to the steam generator in Janitor closet F125.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	$3,748.65
Total			**$3,748.65**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Weets	By: William R. Harry III	By:
Date: 9-19-18	Date: 10/2/18	Date:

cc: Field
File

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

September 11, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
CR# < Steam Generator Changes >

Jace:
Please see the enclosed proposal to provide and install changes to the steam generator wiring as indicated.

THIS PROPOSAL COVERS THE FOLLOWING:

1. LABOR & MATERAIL TO ADD 2-TIMER SWITCHES IN WOMENS SHOWER F126 & MENS SHOWER F128.

2. LABOR & MATERIAL TO INSTALL NEW CONTROL CIRCUIT FROM PANEL L3-CKT-42 (EXISTING BREAKER) TO STEAM GENERATOR IN JANITOR CLOSET F125. INSTALL AUX CONTACT IN 480V DISCONNECT TO SIMULTANEOUSLY REMOVE POWER TO STEAM GENERATOR.

3. LABOR & MATERIAL TO CONNECT 2-SOLENOIDS TO THE STEAM GENERATOR IN JANITOR CLOSET F125.

NOT COVERED UNDER THIS PROPOSAL IS THE FOLLOWING:

1. FURSHING TIMER SWITCHES & SOLENOIDS.

2. RUNNING LOW VOLTAGE CABLE FROM STEAM GENERATOR TO SENSORS IN SHOWERS.

3. START UP, TROUBLE SHOOTING, OWNER TRAINING.

4. IF SOLENOIDS ARE FARTHER THEN 6'-0" FROM STEAM GENERATOR THIS WILL BE ADDITIONAL TO THE PROPOSAL.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material	$599.56
- Labor	24.11 hrs.

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

Quantity	Item Name
2	Plumber Furnished Time Switches
2	Connect Solenoid Valves
140	3/4 EMT
8	3/4 EMT CONN
14	3/4 EMT COUP
2	HANDY BOX
4	4/S BOX
2	4/S BOX EXTENSION RING
4	4/S SG MUD RING
2	4/S BLANK COVER
2	HANDY BOX BLANK COVER
4	BOX SUPPORTS
28	3/4 EMT STRAP
24	1/2 FLEX
8	1/2 FLEX CONN
2	1/2 Close Nipples & Locks
1	GRD BAR
1	AUX CONTACT 30A 480V DISC SW
1	6x6 J-Box
500	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

TOTAL MATERIAL ADD	$	599.56
TOTAL MATERIAL DEDUCT	$	-
SALES TAX EXEMPT	$	-
MATERIAL SUBTOTAL	$	599.56
TOTAL LABOR ADD (24.11 hr. x $72.54)	$	1,748.94
TOTAL LABOR DEDUCT (-0.00 hr. x $72.54)	$	-
PROJECT MANAGER (1 hr. x $89.50)	$	89.50
PROJECT COORDINATOR (.5 hr. x $55.57)	$	27.79
ESTIMATOR (1 hr. x $89.50)	$	89.50
BIM/CAD	$	-
LABOR SUBTOTAL	$	1,955.72
MATERIAL & LABOR SUBTOTAL	$	2,555.28
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (5 hr. x $72.54)	$	362.70
EQUIPMENT	$	-
RENTAL EQUIPMENT	$	-
EXPENDABLE TOOLS (3% Mat.)	$	17.99
TOOLS/EQUIP. (5% Lab.)	$	97.79
FIRE/SOUND CAULKING (3% Mat. + Lab.)	$	76.66
CLEAN-UP LABOR (2% Subtotal + Subcont.)	$	46.25
SAFETY (2% Lab.)	$	39.11
TESTING/START-UP/CXM	$	-
PERMITS/INSPECTIONS	$	-
COREDRILLING	$	-
FREIGHT	$	-
FUEL/TRAVEL	$	-
TONER TRUCK DELIVERY	$	-
STORAGE	$	-
SHOP LABOR	$	-
DRAWINGS/CAD PLOT/XEROX	$	-
OTHER ITEMS SUBTOTAL	$	640.50
SUBTOTAL	$	3,195.78
OVERHEAD FEE (15%)	$	479.37
SUBCONTRACTOR	$	-
OVERHEAD FEE (5%)	$	-
INSURANCE	$	73.50
TOTAL	**$**	**3,748.65**

Please provide written direction (approval or rejection) within *14* days of submission of above reference proposal. If approved, please provide a written change order within *30* days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.
Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-061**

DATE: November 8, 2018

SUBJECT: RFI #125 Cabling Labels Deduct

PROPOSED CHANGE DESCRIPTION:

Per RFI #125, remove telecommunication labeling on cable and provide labeling at the ends of the cables only as per EIA/TIA. Based upon what was originally specified, there is a credit back to the owner for labor and material not installed.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	($4,500.00)
Total			**($4,500.00)**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Wolf	By: William R. Harey III	By:
Date: 11-8-18	Date: 11/9/18	Date:

cc: Field
File

De Vries Electric INC.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

PROPOSAL REQUEST

November 2, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
RFI#125 <Cabling Labels Deduct>

Jace:
Please see the enclosed change request RFI#125 – remove telecommunication labeling on cable.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

DEDUCT:	
- Material	$0.00
- Labor	0.00 hrs.
SUBCONTRACTORS:	
- CEC	($4,500.00)

Please provide written direction (approval or rejection) within *14* days of submission of above reference proposal. If approved, please provide a written change order within *30* days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,
DEVRIES ELECTRIC, INC.
Derek Van Dyke
Project Manager

Cc: SDV, DVV, File

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 125
Date: 10/11/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Voice/Data Cable Labeling**

Drawing: SPECS

Spec Section: 27 13 23-9, 3.6

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request:

Date Required:

Referring to specification page 271323-9, section 3.6 G3, it says:

"Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet (4.5 m)."
1) Can we get clarification on what environment constitutes "Exposed Cables and Cables in Cable Trays and Wire Troughs"? Our consensus is this may only apply to cables in the open or under-floor environment of a secured data room where cables and jumpers are often visually traced for reconnection. We expect it to NOT include permanently installed cabling above ceiling in wire trays, J-hooks, etc. throughout the building where large amounts of readily observable, individually-identified cables would present multiple security risks, especially in a government facility like the Police/Fire Department. Troubleshooting data cabling would always involve using a tone r for tracing cabling which does not rely on each cable being identifiable by sight throughout its length.

2) This is not a requirement or best practice of the standard TIA 606-B which describes proper labeling only on each end of a cable

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone:515-232-4358

Request cc'd to: Tom Hawk (PROCHASKA & ASSOCIATES)

Response:

Please see response from the Architect/Engineer below and on attached pages. The contractor shall submit a credit to the owner for approval. If the credit is approved, we will give notice to proceed per the RFI response.

Labeling at the ends of the cables only as per EIA/TIA is acceptable.
TVH 10/12/18

Taking this into consideration, and based upon what was originally specified, it is our opinion that there should be a

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 125
Date: 10/11/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

credit back to the owner for labor and material not installed. WRH, 10/16/18

Response by: Bill Huey (PROCHASKA & ASSOCIATES) Response date: 10/23/2018

Response Forwarded to : Derek VanDyke (DeVRIES ELECTRIC INC)

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 125
Date: 10/11/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Voice/Data Cable Labeling**

Drawing: SPECS

Spec Section: 27 13 23-9, 3.6

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request:

Date Required:

Referring to specification page 271323-9, section 3.6 G3, it says:

"Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet (4.5 m)."
1) Can we get clarification on what environment constitutes "Exposed Cables and Cables in Cable Trays and Wire Troughs"? Our consensus is this may only apply to cables in the open or under-floor environment of a secured data room where cables and jumpers are often visually traced for reconnection. We expect it to NOT include permanently installed cabling above ceiling in wire trays, J-hooks, etc. throughout the building where large amounts of readily observable, individually-identified cables would present multiple security risks, especially in a government facility like the Police/Fire Department. Troubleshooting data cabling would always involve using a tone r for tracing cabling which does not rely on each cable being identifiable by sight throughout its length.

2) This is not a requirement or best practice of the standard TIA 606-B which describes proper labeling only on each end of a cable

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone:515-232-4358

Request cc'd to: Tom Hawk (PROCHASKA & ASSOCIATES)

Response:

Labeling at the ends of the cables only as per EIA/TIA is acceptable.

Taking this into consideration, and based upon what was originally specified, it is our opinion that there should be a credit back to the owner for labor and material not installed. WRH, 10/16/18

Response by: TVH

Response date: 10/12/18

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

REQUEST FOR INFORMATION

Date: 10/11/2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

DVE RFI No: #024
GC/CM No: TBD
SUBCONT. No: N/A
RFI Name: Voice Data Cabling Labeling

Attn: Jace Christensen

Subject: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518

Response Required By:
Architect, Engineer, and/or Owner

Category:

	Information Not Found In Documents	
	Interpretation Of Contract Documents	
	Conflict In Contract Documents	
X	Coordination Issue	
	Contract Drawing Reference	
	Addendum Reference	
X	Specification Reference	271323-9, section 3.6 G3
	Shop Drawing Reference	
	Possible Cost Impact	
X	Possible Time Impact	

Brief Description:

Referring to specification page 271323-9, section 3.6 G3, it says:

"Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet (4.5 m)."

1) Can we get clarification on what environment constitutes "Exposed Cables and Cables in Cable Trays and Wire Troughs"?
Our consensus is this may only apply to cables in the open or under-floor environment of a secured data room where cables and jumpers are often visually traced for reconnection.
We expect it to NOT include permanently installed cabling above ceiling in wire trays, J-hooks, etc. throughout the building where large amounts of readily observable, individually-identified cables would present multiple security risks, especially in a government facility like the Police/Fire Department.
Troubleshooting data cabling would always involve using a 'toner' for tracing cabling which does not rely on each cable being identifiable by sight throughout its length.
2) This is not a requirement or best practice of the standard TIA 606-B which describes proper labeling only on each end of a cable

Attachments:

Initiated By: Derek Van Dyke

Response:

STORY CONSTRUCTION

REQUEST FOR INFORMATION

To: Bill Huey
PROCHASKA & ASSOCIATES
11317 CHICAGO CIRCLE
OMAHA, NE 68154
Ph: 402-334-0755

RFI: 125
Date: 10/11/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Voice/Data Cable Labeling**

Drawing: SPECS

Spec Section: 27 13 23-9, 3.6

The Request for Information is intended as a clarification to the contract documents. If contract price or contract time is affected, an itemized proposal must be submitted to the owner through Story Construction Co. and approved before proceeding with the work in question.

Request:

Date Required:

Referring to specification page 271323-9, section 3.6 G3; it says:

"Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet (4.5 m)."
1) Can we get clarification on what environment constitutes "Exposed Cables and Cables in Cable Trays and Wire Troughs"? Our consensus is this may only apply to cables in the open or under-floor environment of a secured data room where cables and jumpers are often visually traced for reconnection. We expect it to NOT include permanently installed cabling above ceiling in wire trays, J-hooks, etc. throughout the building where large amounts of readily observable, individually-identified cables would present multiple security risks, especially in a government facility like the Police/Fire Department. Troubleshooting data cabling would always involve using a tone r for tracing cabling which does not rely on each cable being identifiable by sight throughout its length.

2) This is not a requirement or best practice of the standard TIA 606-B which describes proper labeling only on each end of a cable

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone:515-232-4358

Request cc'd to: Tom Hawk (PROCHASKA & ASSOCIATES)

Response:

Labeling at the ends of the cables only as per EIA/TIA is acceptable.

Taking this into consideration, and based upon what was originally specified, it is our opinion that there should be a credit back to the owner for labor and material not installed. WRH, 10/16/18

Response by: TVH

Response date: 10/12/18

De Vries Electric inc.
Electrical Designing & Contracting
ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

REQUEST FOR INFORMATION

Date: 10/11/2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

DVE RFI No: #024
GC/CM No: TBD
SUBCONT. No: N/A
RFI Name: Voice Data Cabling Labeling

Attn: Jace Christensen

Subject: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518

Response Required By:
Architect, Engineer, and/or Owner

Category:

	Information Not Found In Documents	
	Interpretation Of Contract Documents	
	Conflict In Contract Documents	
X	Coordination Issue	
	Contract Drawing Reference	
	Addendum Reference	
X	Specification Reference	271323-9, section 3.6 G3
	Shop Drawing Reference	
	Possible Cost Impact	
X	Possible Time Impact	

Brief Description:

Referring to specification page 271323-9, section 3.6 G3, it says:

"Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet (4.5 m)."

1) Can we get clarification on what environment constitutes "Exposed Cables and Cables in Cable Trays and Wire Troughs"?
Our consensus is this may only apply to cables in the open or under-floor environment of a secured data room where cables and jumpers are often visually traced for reconnection.
We expect it to NOT include permanently installed cabling above ceiling in wire trays, J-hooks, etc. throughout the building where large amounts of readily observable, individually-identified cables would present multiple security risks, especially in a government facility like the Police/Fire Department.
Troubleshooting data cabling would always involve using a 'toner' for tracing cabling which does not rely on each cable being identifiable by sight throughout its length.
2) This is not a requirement or best practice of the standard TIA 606-B which describes proper labeling only on each end of a cable

Attachments:

Initiated By: Derek Van Dyke

Response:

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#2-1 SITE DEMOLITION AND EARTHWORK FOR CON-STRUCT, INC.
AN INCREASE OF $20,072.82

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, Inc. for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of $665,417.45 is hereby accepted and approved.

Passed this 26th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

	A	B	C	D	E	F
5	**Bid Package No. 02-1 Site Demolition and Earthwork**					
6	**Con-Struct, Inc.**					
7			**Change Order**		**Change Order**	
8	**CO #**		**Date**	**Change #**	**Amount**	**Contract Amount**
9						
10		**Original Contract Sum**				$ 596,070.00
11						
12	1	Over-excavation for Building Pad	8/29/2017	1	$ 36,800.00	
13	2	CR-006 - Lobby Footing Removal	2/13/2018	2	$ 3,675.25	
14	3	CCD-002 - Sanitary Manhole	3/15/2018	3	$ 6,000.00	
15	4	Temp Seed & Mulch ($.05 per Sq ft) 1.07 acres	5/2/2018	4	$ 2,330.00	
16	5	CR 046 Lid for Grate	10/9/2018	5	$ 469.38	
17						
18						
19						
20						
21		Net change by Fully Executed Change Orders				$ 49,274.63
22		**Contract Sum to Date based upon Fully Executed Change Orders**				$ 645,344.63
23						
24		**Pending Change Orders**				
25		CR 060R - Grade Apparatus Bay			$ 1,882.00	20,072.82
26		CCD 018 CMU Remedial Work			$ 18,190.82	
27		**New Contract Sum**				**$ 665,417.45**
28						
29						
30						
31						

STORY CONSTRUCTION

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-018

Date: October 11, 2018

To: BP 02-1 Con-Struct, Inc.; Matt Jensen

Subject: CMU Remedial Work

Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Con-Struct is to complete CMU remedial work on a time and material basis not to exceed ten thousand dollars ($10,000) under direction of the construction manager. Labor rates from Forrest & Associate are attached and have been agreed upon to complete this work.

Contractor:

BP 02-1 Con-Struct, Inc. CMU Remedial work

Issued by Story Construction Co.

Ethan Dix
Project Superintendent

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

Con-Struct Inc.
1710 E. Main Street
Marshalltown, Iowa 50158
641-752-1865
FAX-752-5905

CCD -018 CMU Remedial Work

Date: 11/12/18

Project Name: Marshalltown Police and Fire Headquarters

Scope: CMU Remedial Work from Forrest & Associates

(see attached)

Price:

Forrest and Associate =	$17324.59
5% on sub =	$866.23
Total =	**$18,190.82**

Matthew A. Jensen

Vice President

Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

817 S.W. 9th Street • Des Moines, Iowa 50309-4579
Phone: 515-283-0497 • Fax: 515-283-0514
Email: Forrest@forrestassociate.com • Website: www.forrestassociate.com

INVOICE No. 11136

C065 CON-STRUCT
1710 E MAIN
MARSHALLTOWN, IA 50158

MAILED 10.29.18

DATE	October 29 2018
JOB NO	182060
LOCATION	MARSHALLTOWN FIRE

DATE	DESCRIPTION		AMOUNT	
	GRIND CORNERS & PROVIDE	** Labor	$	4,195.13
	MORTAR/BLOCK FOR STRUCTURAL WORK	** Materials	$	3,811.97
		** Equipment	$	-
		** Bond (if required)	$	-
			$	8,007.10
		Total Due	$	8,007.10
		Less 0% Retainer	$	-
			$	8,007.10

Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

817 S.W. 9th Street • Des Moines, Iowa 50309-4579
Phone: 515-283-0497 • Fax: 515-283-0514
Email: Forrest@forrestassociate.com • Website: www.forrestassociate.com

INVOICE No. **11142**

C065 CON-STRUCT
1710 E MAIN
MARSHALLTOWN, IA 50158

MAILED
10-29-18

DATE	October 29 2018
JOB NO	182060
LOCATION	MARSHALLTOWN FIRE

DATE	DESCRIPTION		AMOUNT
	WO5271	** Labor	$ 367.14
	EQUIPMENT DELIVERY	** Materials	$ -
	SET UP SCAFFOLD	** Equipment	$ -
		** Bond (if required)	$ -
			$ 367.14
		Total Due	$ 367.14
		Less 0% Retainer	$ -
			$ 367.14

Forrest & Associate Inc
817 SW 9th St.
Des Moines, Iowa 50309-4579
Phone (515) 283-0497 Fax (515) 283-0514

WORK ORDER
№ 5271

Date 10/20/18 Job:
Bill to: Marshalltown City Hall/Police

Foremans signature

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

Set up

Total Hours:

Reg	OT	DT		
			Bricklayers	
1.0			Laborers	
			Crane Operator - Class 1	
3.0	.5		Lbr Yard (deliveries)/Other	(**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)
1.0			Supervision	(**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)

MATERIALS:

EQUIPMENT: (#of hours used)

Crane	
Forklift	
Grinder	
Saw	
Truck	
Scaffold-pcs	

>>>> ***If not listed above - may be completed by office.** >>>> ****Wintertime equip on separate form**

(NOTE: The work covered by this order shall be performed under the same terms and conditions as that included in the Original Contract.)

SIGNED: **DATE:**

white copy for F&A Office ****yellow copy to Contractor

Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

817 S.W. 9th Street • Des Moines, Iowa 50309-4579
Phone: 515-283-0497 • Fax: 515-283-0514
Email: Forrest@forrestassociate.com • Website: www.forrestassociate.com

INVOICE No. 11163

C065 CON-STRUCT
1710 E MAIN
MARSHALLTOWN, IA 50158

DATE	October 31 2018
JOB NO	182060
LOCATION	MARSHALLTOWN FIRE

DATE	DESCRIPTION		AMOUNT	
	GRIND CORNERS AND PROVIDE	** Labor	$	8,393.67
	MORTAR/BLOCK FOR STRUCTURAL WORK	** Materials	$	556.68
		** Equipment	$	-
		** Bond (if required)	$	-
			$	8,950.35
		Total Due	$	8,950.35
		Less 0% Retainer	$	-
			$	8,950.35

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-060R**

DATE: November 6, 2018

SUBJECT: Con-Struct - Grade Apparatus Bay

PROPOSED CHANGE DESCRIPTION:

Extra charges incurred by Con-Struct to Grade the Apparatus Bay for 8" slab.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
02-1	Site Demolition, Earthwork, Utilities and Erosion & Sediment Control	Con-Struct, Inc.	$1,882.00
Total			**$1,882.00**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[X] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Wolt	By: William R. Hagy III	By:
Date: 11-6-18	Date: 11/12/18	Date:

cc: Field
File

Con-Struct, Inc.

INVOICE PREVIEW

Contract	Date	Cost Type	Desc	Billed Units	Unit Of Measure	Billed Unit Price	Billed Amount
18-01-1130	Story Construction		STORY CONSTRUCTION	Grade apparatus bay for 8" slab			
	09-14-18	Labor		9.0000	Hours	58.00	522.00
		Equipment	580 Skid Loader-Takeuchi 2014	9.0000	Hour	130.00	1,170.00
			163 Tandem Dump Truck	2.0000	Hour	95.00	190.00
						CONTRACT TOTAL	1,882.00*
GRAND TOTALS							1,882.00*

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC.
A DECREASE OF $5,701.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Allied Construction Services, Inc. for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the decreased amount of $226,904.00 is hereby accepted and approved.

Passed this 25th day of November 2018, and signed this _____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

	A	B	C	D	E	F
1	Marshalltown Police & Fire Station Headquarters					
2	City of Marshalltown					
3	Marshalltown, Iowa					
4						
5	**BP 09-2 Floor Coverings**					
6	**Allied Construction Services, Inc.**					
7			**Change Order**		**Change Order**	
8	**CO #**		**Date**	**Change #**	**Amount**	**Contract Amount**
9						
10		**Original Contract Sum**				$ 227,500.00
11						
12	1	CR-009 - Toilet Room Floor Tile	2/13/2018	1	$ 2,304.00	
13	2	CR 031 PR #023 Lobby Modifications	6/14/2018	2	$ 2,801.00	
14						
15						
16		Net change by Fully Executed Change Orders				$ 5,105.00
17		**Contract Sum to Date based upon Fully Executed Change Orders**				$ 232,605.00
18						
19						
20		**Pending Changes**				
21		CR 044 - ASE #14 & ASI #21 Floor Finish Changes			$ (5,701.00)	
22		**New Contract Sum**				**$ 226,904.00**
23						
24						
25						

STORY CONSTRUCTION

Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters**
Marshalltown, IA

CHANGE REQUEST NO.: **CR-044**

DATE: October 19, 2018

SUBJECT: ASI #14 & ASI #21 Floor Finish Changes

PROPOSED CHANGE DESCRIPTION:

Per ASI #14 and ASI #21 change the bare access floor panels to LVT - Mannington Spacia (linear stone shale) in rooms P233, P234 and P231.

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	$14,650.00
09-2	Floor Coverings	Allied Construction Services	($ 5,701.00)
Total			**$8,949.00**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[ ] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Wells	By: William R. Harey III	By:
Date: 10-22-18	Date: 11/6/18	Date:

cc: Field
File

HSI
Hilsabeck Schacht Inc.
617 S 19th St.
West Des Moines, IA 50265
Ph: 515-221-3243
Fax: 515-223-1379

July 31, 2018

Story Construction
Attn: Jace Christensen

Re: Marshalltown Police and Fire
- ASI #14

Add to change the bare access floor panels to LVT – Mannington Spacia (linear stone shale) in rooms P233, P234, P231

Add.....$14,650.00

Material		$12,550.00
OH&P	15%	$1,883.00
Bond		$217.00
Total		$14,650.00

Please feel free to call with any questions.

Sincerely,

Jerry Atcheson
515-208-4069

ALLIED CONSTRUCTION SERVICES, INC.
Interior Contracting Specialist

August 15, 2018

Project: Marshalltown Police & Fire - ASI 21

Attn: Jace Christensen

Please accept the following as our quote for ASI 21.

Material Deduct: $4,461.00

Labor Deduct: $1,240.00

Thanks,

Adam Luetje
Flooring Manager
515-422-5048
Allied Construction Services, Inc.

2122 Fleur Drive • Des Moines, IA 50321
Phone: 515•288•4855 • 800•365•4855 • Fax: 515•288•2069
www.alliedconst.com

STORY CONSTRUCTION

November 14, 2018

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

RE: Marshalltown Police & Fire Headquarters Project

Dear Justin,

Story has reviewed the attached Change Requests and recommends approval and incorporation into the appropriate Bid Packages.

Change Requests Required by Scope & Design Changes

Change Request #	Description	Dollar amount
CR 044	ASI 14 & 21 Changes	$ 8,949.00
CR 048	RFI 102 Storm Shutter Wiring	$ 2,295.03
CR 049	RFI #108 Fire Smoke Dampers	$ 4,439.56
CR 050	RFI #111 App Bay MEP Rough-In	($ 3,051.00)
CR 051	RFI #113 Power to DACI in Elevator Control Room	$ 2,922.86
CR 053	Steam Generator Changes	$ 3,748.65
CR 055R	PR #040R Additional Interior Signage	$ 3,207.65
CR 058	Locker Room Window Privacy Film	$ 719.00
CR 060R	Con-Struct Extras to Grade the App Bay	$ 1,882.00
CR 061	RFI #125 Cabling Labels Deduct	($ 4,500.00)
CCD 007	Flat Strap Installation at Exterior Sheathing	$ 2,382.00
CCD 014	Police Wing Standalone Fire Suppression Systems	$ 4,048.02
CCD 017	Fitness Room, East Exterior Wall	$ 1,816.00
CCD 018	CMU Remedial Work	$ 18,190.82
	TOTAL	**$ 47,049.59**

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

MW:rl
enclosures: Change Request Summaries

RESOLUTION APPRVOING AN ENGINEERING SERVICES AGREEMENT WITH FOX ENGINEERING ASSOCIATES INC., FOR THE 1ST STREET PARKING LOT IMPROVEMENTS

WHEREAS, the City of Marshalltown has received $290,000 in Sponsored Project funds for improvements to the parking lot located at 1st Street and Church Street; and

WHEREAS, the City Council approved borrowing $500,000 for the completion of the project, along with an additional $100,000 grant application; and

WHEREAS, Fox Engineering has proposed a fee of $149,600 to continue to provide design and engineering services for the project, along with construction oversight;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that attached agreement is hereby approved and the Mayor is directed to sign the agreement.

Passed this 26th day of November, 2018, and signed this _____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

_____
Joel T.S. Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

November 21, 2018

Jessica Kinser
City Administrator
City Hall
36 N. Center Street
Marshalltown, Iowa 50158

RE: Proposal/Agreement for Engineering Services
1st Street Parking Lot Improvements – Sponsored Project
FOX File No. 7061-18A

Dear Ms. Kinser:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for engineering services related to the **1st Street Parking Lot Improvements**, hereafter referred to as the Project. Based on our discussions, the following scope of services will be included in the attached Agreement for Engineering Services for the project:

- Design Phase Services
- Construction Phase Services

In response to your request, we are pleased to submit our scope of services to the attached Engineering Agreement for your consideration.

Scope of Services

Items included in this task series are those that FOX has identified as likely required for completion of the project. Our Basic Services will consist of the following work items:

DESIGN PHASE SERVICES

This task series includes engineering design services. The following general design services are anticipated for this project.

Task 200 – Funding Assistance

This task includes completion of the Iowa Department of Agriculture and Land Stewardship Water Quality Initiative Urban Conservation Projects grant application that is required to be submitted on December 7, 2018. FOX will work to complete as much work as possible prior to the grant application submittal to help strengthen the application.

Task 410 – Preliminary Design

This task will include preliminary design development to approximately 60% of completion. This task will include the following:

a. Review of existing site conditions including existing utilities, existing ground features, and locations of critical elements of the design.
b. FOX will assist the city in developing a plan to relocate existing utilities in the project area.

c. FOX will review the existing sanitary sewer conditions within the project area to verify the need for rehabilitation as part of the project construction. FOX will incorporate additional sanitary sewer rehabilitation within the project scope as required.
d. Development of the preliminary design phase plans and specifications to 30% design completion.
e. Submittal of the 30% preliminary plans to city for review and comment.
f. Development of the preliminary design phase plans and specifications to 60% design completion.
g. Submittal of the 60% preliminary plans and opinion of probable construction costs to city for review and comment.
h. A 60% preliminary plan design team meeting with FOX Engineering and City Staff.
i. Incorporation of the 60% design review comments.
j. Resubmittal of the 60% preliminary design plans and opinion of probable construction costs.
k. Coordination of design with the city staff.
l. Review of required permits with city staff.
m. One public meeting to provide input from stakeholders on the preliminary design phase documents.

Task 420 – Final Design

This task will include final design including construction plans and specifications for the project. This task will include the following:

a. Submittal of the 90% preliminary plans and opinion of probable construction costs to the city for review and comment.
b. Incorporation of the 90% design review comments.
c. Final construction plans, specifications, and opinion of probable construction costs.
d. Assist the city in coordinating utility relocations. Attend one utility review meeting with city staff.
e. One meeting to present the final plans.

Task 430 – IDNR Construction Permit

This task will include submitting the necessary construction permits from the IDNR wastewater section.

Task 510 – Property Boundary Survey

FOX Engineering will complete a survey of the existing property line locations to determine the limits of city property and determine the need for easements. Land acquisition services is not included and the need for land acquisition will be determined after the property surveys are completed.

Task 520 - Topographic Survey

FOX Engineering will complete the necessary topographic surveys of the anticipated project limits to allow design of the project. This will include the parking lot area, adjacent alley's, to the center line of adjacent streets, and a 50' width of the anticipated storm sewer outlet pipe alignment.

CONSTRUCTION PHASE SERVICES

This task series includes engineering construction phase services. The following general construction services are anticipated for this project.

Task Series 440– Bidding Services

FOX Engineering completing bidding services including the following:

- Assist the city with bid advertising
- Distribute bid documents
- Respond to bidder inquires
- Attend bid opening
- Evaluate bids

Task Series 600 - Construction Administration

Complete project administration as follows (anticipate approximately 6 months for construction):

- Pre-construction meeting
- Shop drawing review
- Correspondence
- Coordinate Field orders, work change directives, and change orders
- Attend up to six progress meetings with the contractor and city staff
- Attend two additional site visits to review construction progress and to address construction related issues

Task Series 700 - Construction Observation

FOX Engineering will complete part time construction observation services including the following:

- Part-time observation during construction activities for a total of 320 hours (4 hours per day, 5 days per week, for 16 weeks).
- Coordination with Contractor
- Attendance at progress meetings
- Development of punch list Items for work not in general conformance with the contract documents.

Task Series 690 – Post Construction Phase

This work includes completing as-built drawings of the recorded construction progress from available contractor and observer documentation.

Task Series 800 - Construction Staking

Complete construction survey staking for the project including the following:

- A baseline and benchmark survey
- An intermediate staking for piping and surface elements
- A final staking for final grades

Fees and Schedule

The fees for the Project shall be as follows:

- WQI Application - $2,000 – Fixed Fee
- Preliminary Design - $36,000 – Fixed Fee

- Final Design - $22,200 - Fixed Fee
- IDNR Permits - $1,000 – Hourly Not to Exceed
- Topographic Survey - $4,200 – Fixed Fee
- Boundary Survey – $6,900 – Fixed Fee
- Bidding Services - $6,900 – Fixed Fee
- Construction Administration - $23,400 – Fixed Fee
- Construction Observation - $38,500 – Hourly Not to Exceed
- Construction Staking - $5,100 – Hourly Not to Exceed
- Record Drawings - $3,400 – Hourly Not to Exceed

FOX Engineering will have a subconsultant, Stumbo & Associates, Inc., complete the property boundary survey. The total for engineering design and construction phase services is $149,600.

We will be able to start work on the Project within 10 days of our receipt of a signed agreement from you. The approximate benchmark dates for this project are:

- Topographic Survey – January 11, 2019
- Preliminary Design – July 12, 2019
- Final Design – October 11, 2019
- Complete Construction – Tentatively July 17, 2020

If there are protracted delays for reasons beyond our control, we would expect to negotiate an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

Special Notes

1. If the city has any special contact or communication requirements, please advise us accordingly.

2. Please provide any existing city data and special requirements as it relates to the project, including any special or extraordinary services.

3. The fees presented do not include any environmental assessments or land acquisition services. FOX Engineering can provide these additional services as required and requested by the City of Marshalltown.

This Agreement and the referenced City of Marshalltown Public Works Department Standard Agreement for Engineering consisting of eight (8) pages, with exhibits and appendix, represents the entire understanding between the City of Marshalltown and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided in the attached Agreement.

Respectfully Submitted,
FOX Engineering Associates, Inc.

Project Manager
Steven Soupir, P.E., CFM

Principal
Lance Aldrich, P.E.

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

Attachments: City of Marshalltown Public Works Department Standard Agreement for Engineering - 8 pages with Exhibits and Appendix

Contract No. _____
Project No. _____

CITY OF MARSHALLTOWN, IOWA

PUBLIC WORKS DEPARTMENT

STANDARD AGREEMENT
FOR
ENGINEERING SERVICES

THIS AGREEMENT, is between the City Council, City of Marshalltown, Iowa (Owner) and FOX Engineering Associates, Inc. (Engineer) (the parties);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the **1st Street Parking Lot Improvements Project**. These services include providing planning, preliminary and final engineering design, bidding, and construction phase services for the reconstruction of the 1st Street Parking lot with implementation of stormwater features within the parking lot area as well as a new storm sewer outlet. WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and, WHEREAS, the Engineer is prepared to provide the Services; NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2018.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Exhibit A, Scope of Services, in accordance with applicable sections of the City of Marshalltown Storm and Sanitary Sewer Specifications, the Iowa Statewide Urban

Standard Specifications for Public Improvements, the Iowa Statewide Urban Design Standards for Public Improvements, which attachment is made part of this Agreement.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Exhibit B, Compensation which attachment is made part of this Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Exhibit C, Owner's Responsibilities which attachment is made part of this Agreement.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Exhibit D, Supplemental Agreements shall be incorporated into this Agreement and made part of this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Exhibit E, Project Schedule shall be incorporated into this Agreement and made part of this Agreement.

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

a. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

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

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

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

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

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws

of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by

both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer: FOX Engineering, Associates, Inc.
Steven Soupir, Project Manager
414 S. 17th St, Suite 107
Ames, Iowa 50010
(515) 233-0000

Owner: Justin Nickel, P.E.
Public Works Director/City Engineer
24 N. Center Street
Marshalltown, Iowa 50158
(641)754-5734

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

Contract No. _____
Project No. _____

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

_____
Date

_____
Engineer

By: Lance Aldrich, P.E., Principal
FOX Engineering Associates, Inc.

EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Engineer's Scope of Services

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Funding Assistance

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare a Water Quality Initiative Application for submittal on December 7, 2018.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

3. Furnish three review copies of the Preliminary Design Phase documents and any other deliverables to Owner.

4. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

a. Prepare IDNR construction permit application documents and assist OWNER in obtaining necessary permit(s).

b. Complete the necessary documentation to complete a Storm Water Pollution Prevention Permit prior to beginning construction.

5. Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish three (3) review copies of the Bidding Documents and any other deliverables to Owner.

6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to Owner.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

3. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor.

2. *Resident Project Representative (RPR).* If requested by OWNER, provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit to the Construction Documents. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Construction Documents.

3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. The construction staking will be the Contractor's responsibility in the Contract Documents.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor.

7. *Defective Work.* Issue a notice to the Contractor that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents

pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work.

15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A1.05.A.10.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.a) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.

A1.06 Post-Construction Phase

A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.

3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Prepare a set of reproducible Record Drawings showing record information which Engineer considers significant based on the Drawings, Shop Drawings, and other record documents furnished by Contractor to Engineer which were annotated by Contractor to show all changes made during construction. Engineer will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the Record Drawings or other record documents.

6. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing Construction Phase services beyond the original date for final completion of the Work.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

(End of Exhibit A)

EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES

COMPENSATION - Payments to ENGINEER for Services and Reimbursable Expenses

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

B1.01 Compensation For Basic Services -- Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Lump Sum amount of $98,100 on the following assumed distribution of compensation as included in the Agreement for Engineering Services dated November 21, 2018:

a.	Funding Assistance	$2,000
b.	Preliminary Design	$36,000
c.	Final Design	$22,200
d.	Bidding Services	$6,900
e.	Topographic Survey	$4,200
f.	Construction Administration	$23,400
g.	Record Drawings	$3,400

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B1.02 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B as Appendices 1.

3. The total hourly not to exceed compensation for services under paragraph B1.02 is estimated to be $51,500 based on the following assumed distribution of compensation as included in the Agreement for Engineering Services dated November 21, 2018:

a.	Permits	$1,000
b.	Property Survey	$6,900
c.	Construction Staking	$5,100
d.	Construction Observation	$38,500

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in paragraph B1.02.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.

6. The amounts billed for Engineer's services under paragraph B1.02 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of December 2011) to reflect equitable changes in the compensation payable to Engineer.

B1.03 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

3. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in paragraph B1.02.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.

4. The amounts billed for Engineer's services under paragraph B1.02 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of December 2016) to reflect equitable changes in the compensation payable to Engineer.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph B1.01 and are directly related to the provision of Additional Services.

2. Reimbursable Expenses include the following categories: transportation; and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of 1.0.

B1.04 Compensation Procedures

A. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

B. The entire amount of each statement shall be due and payable upon receipt by the Owner.

C. It is understood and agreed:

a. That the Engineer shall start the performance of the Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in the Exhibit E, Project Schedule.

b. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs

and expenses which records shall be available for inspection at all reasonable times.

(End of Exhibit B)

EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner's Responsibilities

C1.01 Owner will furnish, as required by the Work and not at the expense of the Engineer, the following items:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data.

4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

5. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.

G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

H. Provide, as required for the Project:

1. Placement and payment for advertisement for Bids in appropriate publications.

I. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

J. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

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

(End of Exhibit C)

EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES

Supplemental Agreements

Owner and Engineer agree that the following communications, representations, and Agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 – INTEGRATION.

1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $1,000,000.00

2. *Delays.* The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control.

EXHIBIT E
TO
AGREEMENT FOR ENGINEERING SERVICES

Project Schedule

Owner and Engineer recognize that the schedule is critical to the completion of the project and that Owner may suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

Engineer will submit to the City progress reports at weekly intervals in conformity with the official project schedule.

1. Engineer will make submissions to Owner based on the following schedule.

    a. Topographic Survey – January 11, 2019
    b. Preliminary Design – July 12, 2019
    c. Final Design – October 11, 2019
    d. Complete Construction – July 17, 2020 (Tentative)

FOX engineering

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

APPENDICES 1

2018 Fee Schedule

Staff Category	Hourly Billing Rate
Engineer	$116.00
Project Engineer	$143.00
Senior Project Engineer	$163.00
Project Manager	$180.00
Senior Project Manager	$204.00
Principal I	$215.00
Principal II	$235.00
Engineering Technician I	$79.00
Engineering Technician II	$89.00
Engineering Technician III	$99.00
Engineering Technician IV	$119.00
Engineering Technician V	$136.00
Administrative Assistant I	$68.00
Administrative Assistant II	$83.00

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2018.

BILLABLE EXPENSES: Billable expenses include specialty vehicles ($0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

MARSHALLTOWN
IOWA

TO: Mayor, Members of City Council and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: November 19, 2018 Meeting

RE: **PUBLIC HEARING & Ordinance to Rezone Stalzer Farms Inc., Property East Of Wal-Mart (Parcel 8318-11-426-005 And 8318-11-426-007)**

Policy Issue: Conlin Properties is proposing a housing development project for a portion of the Stalzer Farms, Inc. property East of Wal-Mart and is requesting a rezoning of the property from R-2, Low Density Residential to TN Traditional Neighborhood. Stalzer Farms, Inc. is supportive of rezoning a larger area based on staff recommendation for future development. A rezoning request if an ordinance change.

Recommendation: The Plan Zoning Commission held a public hearing on November 15, 2018 and recommended approval of the rezoning to the City Council. The Council will hold a Public Hearing on November 26, 2018 along with the first reading. It is Council's option to consider the waiving of the second and third reading. Conlin Properties is looking to submit an application to the Iowa Finance Authority in January.

Background: This area has been farm property for many years and under the default zone of R-2 Low Density Residential. It was recently was purchased by Stalzer Farms, Inc. The Traditional Neighborhood district will allow for a mixed use development to occur in the area which may include commercial and housing uses.

Budget Impact: None

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

ORDINANCE NO. _____

AN ORDINANCE APPROVING REZONING APPROXIMATELY 34.7 INCLUDING PARCEL 8318-11-426-005 AND PARCEL 8318-11-426-007 FROM R-2 LOW DENSITY RESIDENTIAL TO TN TRADITIONAL NEIGHBORHOOD

WHEREAS, Stalzer Farms, Inc. has requested the rezoning of approximately 34.7 including Parcel 8318-11-426-005 and Parcel 8318-11-426-007, currently zoned R-2 Low Density Residential to be rezoned to TN Traditional Neighborhood; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on November 15, 2018, and recommended approval of the rezoning at said meeting; and

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

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

Section 1. Parcel 8318-11-426-005 and Parcel 8318-11-426-007, be rezoned to TN Traditional Neighborhood.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 26th day of November 2018 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this _____day of _____, 2018, and signed this _____day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Date Submitted & Fee Paid: _____

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

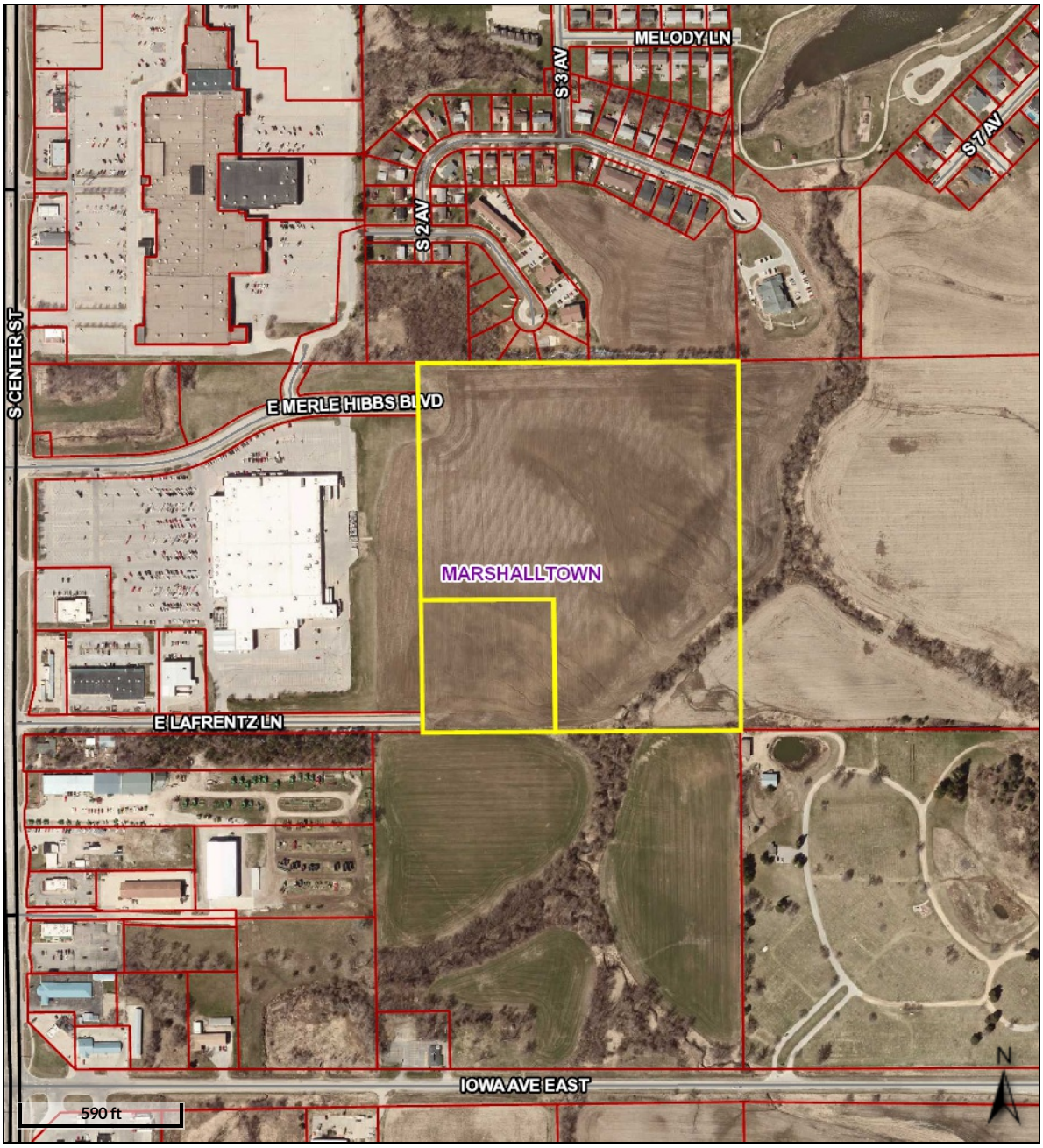
X **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

X **Application fee**. A $500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

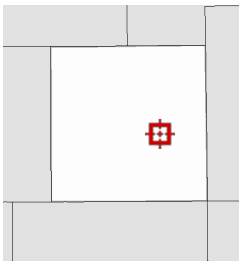
Please type or print legibly in ink.

Property Address: PARCEL # 8318-11-426-005 + A PORTION OF 8318-11-426-007	
Owner: STALZER FARMS, INC. CGA ENGINEERS, APPLICANT	
Mailing Address: 16 E. MAIN ST. MARSHALLTOWN, IA 50158	
Phone: 641.752.6701	E-mail: STROSKEY@CGACONSULTANTS.COM
Current Zoning Classification: ~~A1 AGRICULTURE~~ R-2 Low Density Residential	
Current Use: FARM	
Proposed Zoning Classification: TN TRADITIONAL NEIGHBORHOOD	
Proposed Use: MULTI-FAMILY RESIDENTIAL	
Please list the uses of surrounding properties: CC. COMMUNITY COMMERCIAL – WEST A1 - AGRICULTURAL – EAST	
Signature and Date: Stephen Troskey 11.6.18	

Beacon™ Marshall County, IA



Overview



Legend

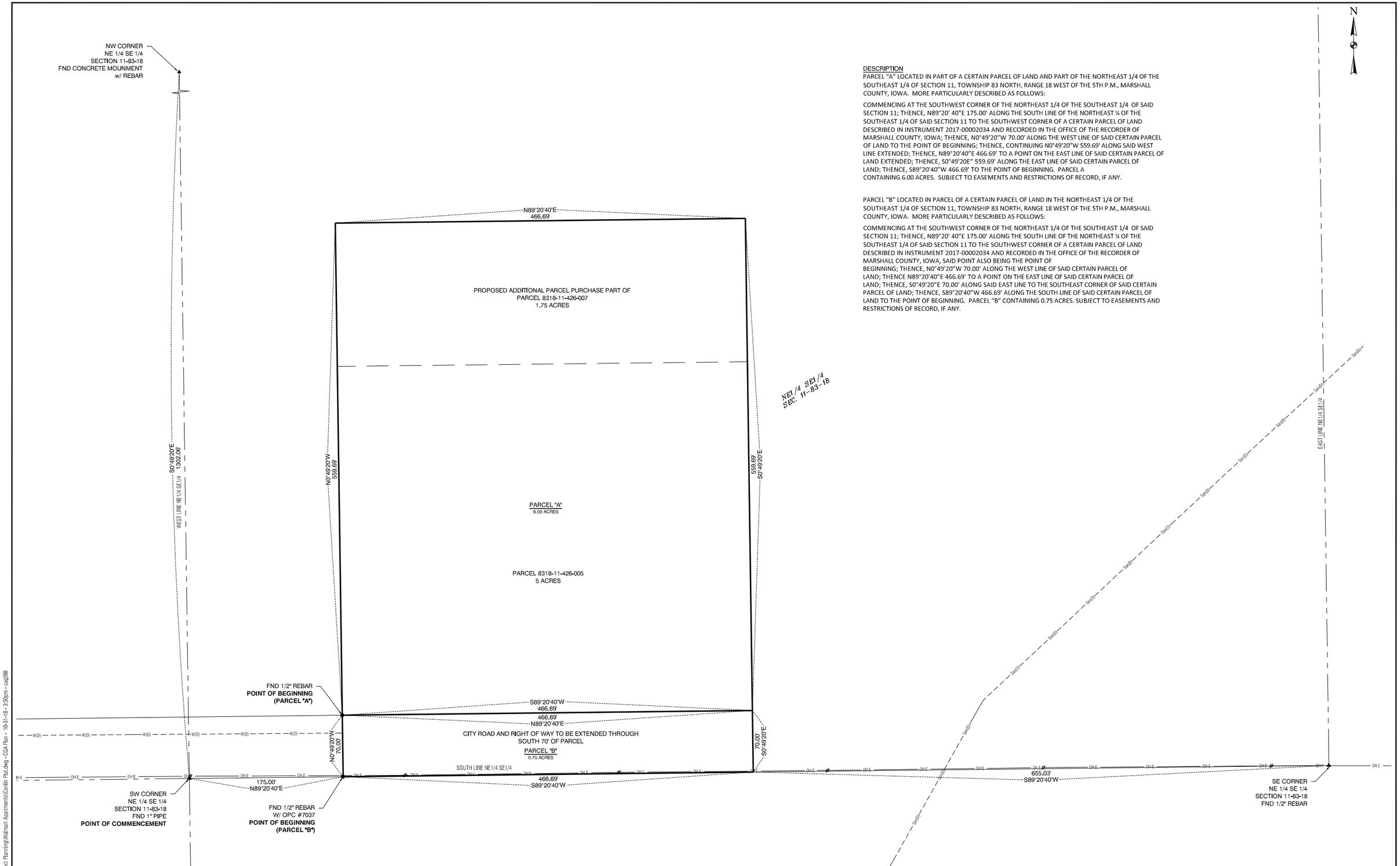
- Parcels
- Corporate Limits
- Roads

Major Highways

- U.S. Hwy 30
- Hwy 330
- State Paved

Date created: 11/19/2018
Last Data Uploaded: 11/19/2018 8:05:07 AM

Developed by Schneider GEOSPATIAL



DESCRIPTION

PARCEL "A" LOCATED IN PART OF A CERTAIN PARCEL OF LAND AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N89°20' 40"E 175.00' ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT 2017-00002034 AND RECORDED IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA; THENCE, N0°49'20"W 70.00' ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°49'20"W 559.69' ALONG SAID WEST LINE EXTENDED; THENCE, N89°20'40"E 466.69' TO A POINT ON THE EAST LINE OF SAID CERTAIN PARCEL OF LAND EXTENDED; THENCE, S0°49'20E" 559.69' ALONG THE EAST LINE OF SAID CERTAIN PARCEL OF LAND; THENCE, S89°20'40"W 466.69' TO THE POINT OF BEGINNING. PARCEL A CONTAINING 6.00 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL "B" LOCATED IN PARCEL OF A CERTAIN PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE, N89°20' 40"E 175.00' ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT 2017-00002034 AND RECORDED IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N0°49'20"W 70.00' ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND; THENCE N89°20'40"E 466.69' TO A POINT ON THE EAST LINE OF SAID CERTAIN PARCEL OF LAND; THENCE, S0°49'20"E 70.00' ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL OF LAND; THENCE, S89°20'40"W 466.69' ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL OF LAND TO THE POINT OF BEGINNING. PARCEL "B" CONTAINING 0.75 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

GRAPHIC SCALE
0 50' 100' 150'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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

DESIGNED: _____ DATE: _____
DRAWN: _____ DATE: _____
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

CONLIN DEVELOPMENT
MARSHALLTOWN, IOWA

PROPERTY EXHIBIT

PROJECT NO.

SHEET NO.
1 OF 1

K:\J_Storm\BD - Project Planning\Walmart Apartments\Conlin Plat.dwg - CGA Plan - 10-31-18 - 3:50pm - caq088

Stalzer Farms Inc
PO Box 127 Haverhill IA 50120
641-475-3293

11-08-18

Michelle Spohnheimer
Planning & Zoning
Marshalltown IA 50158

Michelle Spohnheimer,

Stalzer Farms Inc. is in agreement with the zoning request to re zone to TN, Traditional Neighborhood for Parcel 8318-11-426-005 with legal descriptions of 11-83-18 E 466.69′ of W 641.69′ NE SE and Parcel 8318-11-426-007 with legal description of 11-83-18 NE SE EX W 175′ & EX E 466.69′ of W 641.69′ of S 466.69′ NE SE.

Sincerely,

Don Stalzer

Don Stalzer, Secretary & Treasure