

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
DECEMBER 26, 2018 at Noon

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

F. CONSENT AGENDA

1. Approve Council Minutes, 12/10/2018

Documents:

[2018-12-10_Council-minutes.pdf](#)

2. Approve Bill List, \$1,246,800.17.

Documents:

[2018-12-26_Bill List.pdf](#)

3. Approval Of 2019 Council Meeting Schedule And Announcing Trick Or Treat On October 31, 2019, From 5:30 Pm - 7:00 Pm.

Documents:

[2019 City Calendar.pdf](#)

4. Receipt Of Civil Service - New Hire List - Fire Marshal

Documents:

5. New Tree Trimmer - Custom Tree Care Inc.

Documents:

[12-26-2018_2018-2_CustomTreeCare App.pdf](#)

6. RESOLUTION 2018-230 APPROVING SALARY ADJUSTMENT FOR CITY ADMINISTRATOR JESSICA KINSER

Documents:

[12-26-2018_2018-230_Res for Kinser Salary Adjustment.pdf](#)

G. **RESOLUTIONS**

1. TENTATIVE 2018-231 RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 904 W. NEVADA STREET, MARSHALLTOWN, IOWA 50158 BEING LEAD ABATEMENT PROJECT NO. 53504002

Documents:

[CC_Mem_Sub_904 W Nevada St.pdf](#)
[tent res 904 W Nevada St.pdf](#)
[res adopt tent res 904 W Nevada St.pdf](#)

2. Iowa River Trail - Change Order And Certificate Of Completion

1. RESOLUTION 2018-232 APPROVING CONTRACT CHANGE ORDER #2 FOR THE PCC IOWA RIVER TRAIL PROJECT # 41016001 FOR GENERAL SUPPLIES FOR BOULDER CONTRACTING, LLC AN INCREASE OF \$24,599.66

Documents:

[Boulder change.pdf](#)
[12-26-2018_Boulder Iowa River Trail CO2 Memo \(1\).pdf](#)

2. RESOLUTION 2018-233 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE PCC IOWA RIVER TRAIL, BEING PROJECT NO. 40115012, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$819,018.83

Documents:

[Res Completion.pdf](#)

3. Public Safety Building Project - Change Orders

1. RESOLUTION 2018-235 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR

TONY'S PLUMBING & HEATING LLC. AN INCREASE OF \$1,744.00

Documents:

[Tonys Plumbing \(2\).pdf](#)
[Tonys 1212182018155731_001.pdf](#)

2. RESOLUTION 2018-236 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 \$116,898.09

Documents:

[Con-Struct CO.pdf](#)
[Construct 1212182018153025_001.pdf](#)

3. RESOLUTION 2018-237 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#2-2 SIDEWALKS & PAVING FOR CALIBER CONCRETE AN INCREASE OF \$1,795.00

Documents:

[Caliber 2-2\(2\).pdf](#)
[cALIBER 2-212182018160139_001.pdf](#)

4. RESOLUTION 2018-238 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$21,021.44

Documents:

[Devries CO.pdf](#)
[Devries 1212182018154648_001.pdf](#)

5. RESOLUTION 2018-239 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE AN INCREASE OF \$2526.00

Documents:

[Caliber \(2\).pdf](#)
[Caliber 3-112182018155144_001.pdf](#)

6. RESOLUTION 2018-240 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$801.00

Documents:

[Hilsabek CO.pdf](#)
[Hilsabeck 1212182018153658_001.pdf](#)

7. RESOLUTION 2018-241 TO RESCIND RESOLUTION 2018-208 AND TO APPROVE A REVISED OFFER TO BUY REAL ESTATE WITH COHEN ESREY FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 213 EAST MAIN STREET

Documents:

[Res Rescind 2018-208, Approve Revised Purchase Agreement Cohen Esrey.pdf](#)
[Revised Offer to Buy- Cohen Esrey.pdf](#)

8. Public Hearing On The Sale Of 12, 20, And 26 East State Street, With Resolutions 2018-242 & 2018-243

Documents:

[Landover Corp.pdf](#)

1. RESOLUTION 2018-242 AUTHORIZING THE SALE OF CITY-OWNED PROPERTY LOCATED AT 12, 20 AND 26 EAST STATE STREET

Documents:

[2018HoldHrgDispos 12,20,26 E State.pdf](#)
[Offer to Buy \(Landover Flint\).pdf](#)

2. RESOLUTION 2018-243 EXPRESSING INTENT TO CONSIDER A DEVELOPMENT AGREEMENT WITH LANDOVER CORPORATION FOR THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS

Documents:

[Res of Intent for Landover.pdf](#)

9. RESOLUTION 2018-244 SETTING PUBLIC OFFICE HOURS FOR CITY HALL AND CARNEGIE BUILDING COMPLEX

Documents:

[12-26-2018_2018-_Res Set Office Hours.pdf](#)
[Memo -Office Hour change.pdf](#)

H. DISCUSSION

1. Fiscal Year 2020 Budget Development Items

Documents:

I. 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.

J. CLOSED SESSION - PERSONNEL

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017.

Council may take action following closed session if recommended by counsel.

**1. RESOLUTION 2018-245 CONFIRMING APPOINTMENT OF
____ AS MARSHALLTOWN PARKS AND RECREATION
DIRECTOR**

Documents:

[12-26-2018_2018-_Res Appt Parks Director __.pdf](#)

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
December 10, 2018

Mayor Greer called the meeting to order at 5:30 PM, December 10, 2018, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin and Wirin. Councilor Cahill thanked and encouraged individuals helping others with Christmas items and Martin thanked city employees for their work following the tornado.

CONSENT AGENDA:

Wirin moved to adopt the consent agenda: Approve Council Minutes, November 26, 2018, and November 28, 2018, Goal Setting Session; Approve Bill List In The Amount Of \$2,307,532.60; Receipt Of Building Permit Report, November 2018; Library Board: Appoint Tonya Gaffney, Reappoint Megan Bell - 7/1/2021; Judith Lindholm- 7/1/2021; Maureen Lyons-7/1/2019; Ronnie Manis- 7/1/2023; Allan Robert Thoreson- 7/1/2022; Robert Untiedt- 7/1/2024; Approve August 2018 Financial Statements; Approve September 2018 Financial Statements; RESOLUTION 2018-223 TO CERTIFY UNPAID BILLS FOR COLLECTION WITH TAXES; RESOLUTION 2018-224 APPROVING PURCHASING POLICY AND PROCEDURE MANUAL FOR THE CITY OF MARSHALLTOWN; RESOLUTION 2018-225 APPROVING A PURCHASE AGREEMENT WITH STAR EQUIPMENT FOR A NEW CIMLINE DURAPATCHER; RESOLUTION 2018-227 APPROVING THE MARSHALLTOWN MUNICIPAL AIRPORT FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FEDERAL FUNDING APPLICATION; New Tree Trimmers: Finco Tree And Wood Service, LLC and Cody's Tree Service, LLC; second by Isom. Motion carried 7-0.

REPORT:

Val Ruff, Director of the Convention and Visitors Bureau updated the council with the activities of the bureau, informing them of the publications that feature Marshalltown.

RESOLUTIONS:

Wirin moved to adopt RESOLUTION 2018-228 APPROVING AN ECONOMIC DEVELOPMENT GRANT TO DAVID E. AND KATHLEEN A. THOMPSON FOR DEMOLITION, second by Cahill. Resolution carried 6-1, with Hoop dissenting.

Lamer moved to adopt RESOLUTION 2018-229 AUTHORIZING THE PURCHASE OF A 2020 INTERNATIONAL DUMP TRUCK FOR THE STREET DEPARTMENT, FROM O'HALLORAN INTERNATIONAL FOR THE PRICE OF \$141,860.00, second by Gowdy. Resolution adopted 7-0.

DISCUSSION:

Finance Director Steiner informed the council the budget for the Police and Fire Building was well within budget, with \$1.3M undesignated.

Administrator Kinser introduced the mission statement crafted by the council during the Strategic Planning Update. The statement is planned to be adopted at the first meeting in January.

Wirin moved to include a resolution regarding the public business hours on the next meeting, second by Cahill. Resolution carried 4-3, with Lamer, Martin and Gowdy dissenting.

PUBLIC COMMENT:

There were no public comments.

CLOSED SESSION:

At 6:09 Pm Cahill moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Isom. Motion carried 7-0. At 6:30 PM Cahill moved to end closed session, second by Martin. Motion carried 7-0.

At 6:30 PM, Cahill moved to enter into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Isom. Motion carried 7-0. At 7:13 PM, Martin moved to leave closed session, second by Wirin. Motion carried 7-0.

At 7:14 PM, Roll Call in open session: Present: Lamer, Martin, Wirin, Cahill, Gowdy, Hoop and Isom. The council waited for members of the public to come into the council chambers.
At 7:16 PM, Lamer moved to approve a 2.65% salary increase for Administrator Kinser, retroactive to November 14, second by Gowdy. Motion carried 7-0.

The meeting adjourned at 7:17 PM.
Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

BILL LIST – DECEMBER 26, 2018

Advertising

Great.Wstrn.Bnk/2	44.31
T-R/13	786.30

Buildings/Improvements

Story.Constr/1	69,826.62
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Consulting & Professional Fees

Bernie.Lowe/2	222.05
Bernie.Lowe.Asc/1	2,926.00
Bolton&Menk.Inc/5	16,689.00
CGA.Assoc/1	1,500.00
Great.Wstrn.Bnk/1	25.00
Howard.R.Green/1	14,665.14
I.L.E.A./1	200.00
Iowa.One.Call/4	629.50
Olsson/4	8,129.35
Sparker.Sol/1	1,000.00
Structural.Engr/2	25,525.00
Wellmark.Inc./1	10,476.27

Contracts

Airgas.U.S.A./1	28.60
Aramark.Unfrm/7	160.36
Bolton&Menk.Inc/1	9,999.00
Great.Wstrn.Bnk/2	2,072.26
Jensen.Inc/1	22,957.00
Koch.Office/1	33.66
Marsh.Co.Landfi/1	73.70
Mtown.CVB/1	142,365.65
Mtwn.Aviation/1	642.00
Network.Fleet/2	617.00
Premier.Equip/3	185.72
Racom.Corp/1	95.00
Schendel.Pest.C/1	57.00
Schumacher.Elev/2	434.11
Servicemaster/1	1,772.00
Sje.Rhombus/1	6,250.00
Stone.Sanit/8	1,767.11
Thompson,D/1	14,860.00
Unique.Mgmt.Svc/1	143.20
Woodman.Control/1	1,100.00
Xerox.Corp/2	142.48

Debt Service

Bankers.Trust/1	300.00
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Land & Improvements

Five.Star.R.E./1	88,017.00
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Library Books

Baker.Taylor/41	2,064.78
Betsinger,L/1	20.00
BRODART.CO/8	534.98
Cengage.Learng/4	209.12
Gardner.Publish/1	34.98
Great.Wstrn.Bnk/39	1,936.14
Kids.Reference/1	50.97
MicroMarketing./5	362.95
OVERDRIVE,INC./2	104.99
Proquest.Info/1	968.00
RECORDED.BOOKS/1	7.95
Sentimental.Pro/1	125.00

Medical

Bernie.Lowe/2	1,050.87
McFarland.Cl/1	79.20
Unity.Point.Clc/1	168.00
Wellmark.Inc./5	188,305.72

Payroll.Deductions

American.Educa./1	64.41
AXA/1	425.00

Browns.Shoe.Fit/1	6.97
Collection.Svs./5	1,391.56
Colonial.Life/1	522.21
Fidelity.Securi/2	390.76
Galls.LLC/1	66.78
Great.Wstrn.Bnk/5	78.43
I.R.S./6	75,955.78
IA.Treasurer/3	18,416.00
ICMA.457/11	10,816.76
IUPAT.PPME/1	880.53
Meskwaki Nation/1	300.34
Teamsters238/2	1,661.08
Texas.Child.Sup/2	252.57

Payroll.Net

Payroll/1	263,288.39
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Refund/Reimbursed

Baker.Taylor/4	100.94
BRODART.CO/2	97.99
Brown,D/1	378.84
DeSaulners,G/1	78.05
Gill,J/1	317.24
Great.Wstrn.Bnk/14	207.90
Hayes,T/1	22.95
Midwest.Tape/6	234.48
Nichols,M/1	181.72
Wellmark.Inc./1	-22,407.83
York,J/1	30.91

Service/Repairs

Advance.Garage./2	390.00
Arnold.Motor.Su/1	11.76
B&G.HVAC.INC/1	98.00
Beecken,H/1	205.00
Century.Link/77	1,119.87
Centurylink.ld/6	9.69
Devig,T/11	775.81
FedEx/1	19.98
Gale-Hazen,E/1	60.00
Gale-Hazen,K/1	210.00
Great.Wstrn.Bnk/32	3,862.59
Hartwig.Plmbg/1	462.00
Heart.of.Iowa/4	430.18
Hydro.Internat/1	12,531.45
Ia.State.Reserv/1	220.00
Kapaun.Brown/3	1,619.19
Language.Line.S/1	37.05
Ledford,M/2	1,425.00
LISKOWIAK,M/4	1,050.00
M.Co.Recorder/4	28.00
MarshallCo.Abst/3	375.00
McAtee.Tire/7	300.20
Morford.Constr/2	2,920.08
Mtwn.Aviation/2	1,929.82
Nelson.Fab/1	211.25
Occ.Med.Plus/1	117.50
Scharnweber.Wtr/1	27.00
Stucky.Vacuum.S/1	30.99
UnityPoint.Heal/1	856.00
US CELLULAR/1	211.75
Zamora,R/1	60.00

Supplies/Parts

Advance.Garage./1	5,800.00
Airgas.U.S.A./4	2,036.68
All.Inclus.REC/2	1,608.50
Arnold.Motor.Su/4	121.85
B&G.HVAC.INC/1	305.00
Baker.Taylor/5	109.59

BILL LIST – DECEMBER 26, 2018

BRODART.CO/2	41.16
Browns.Shoe.Fit/3	325.99
C.H.McGuiness/3	2,375.16
Cessford.Constr/1	1,000.25
Cntrl.IA.Distr/1	152.20
Cntrl.Office/4	163.79
Crescnt.Electrc/4	24,143.63
DEMCO.INCORP./2	810.33
Fast.Lane.Motor/2	118.08
Fastenal.Co/2	221.73
Galls.LLC/2	756.79
Gillig.LLC/8	584.62
Great.Wstrn.Bnk/135	12,995.12
Hartwig.Plmbg/1	27.78
Koch.Office/1	51.25
Lift.U/2	687.56
Marsh.Co.Engr/19	16,960.70
McAtee.Tire/6	1,352.01
Menards/3	295.01
Midland.Scienti/2	122.72
Mtn.Aviation/2	30.97
Napa.Auto/14	164.94
Office.Express/2	23.95
Oreilly.Automot/1	31.47
Paris,R/1	25.97
R.S.Stover/1	4,439.87
Reliant.Fire.Ap/3	1,044.26
RMA.Armament/2	107,276.32
Road.Machinery/2	825.06
Star.Equipmt/2	67.26
ULTRAMAX.AMMUN/1	210.00
World.Book/1	999.00
WW.Grainger/4	248.76
Ziegler/1	52.35
Travel/Training	
Great.Wstrn.Bnk/19	2,280.99
Utilities	
AlliantEnergy/53	23,941.35
Consumr.Energy/2	445.58
Great.Wstrn.Bnk/1	14.86
Mtn.Wtrwrks/1	817.75
WoodRiver.Enrgy/2	2,585.00
Total/784	1,246,800.17

CITY OF MARSHALLTOWN (2019)

January

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March

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September

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November

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December

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CITY OF MARSHALLTOWN (2019)

Jan 1	NEW YEAR	Apr 19	GOOD FRIDAY	Jul 8	Council Meeting	Nov 25	Council Meeting
Jan 14	Council Meeting	Apr 21	Easter Sunday	Jul 22	Council Meeting	Nov 28	THANKSGIVING
Jan 28	Council Meeting	Apr 22	Council Meeting	Aug 12	Council Meeting	Nov 29	Black Friday
Feb 11	Council Meeting	May 5	Cinco de Mayo	Aug 26	Council Meeting	Nov 29	HOLIDAY
Feb 14	Valentine's Day	May 12	Mother's Day	Sep 2	LABOR DAY	Dec 9	Council Meeting
Feb 18	INSERVICE	May 13	Council Meeting	Sep 9	Council Meeting	Dec 24	Christmas Eve
Feb 25	Council Meeting	May 27	MEMORIAL DAY	Sep 23	Council Meeting	Dec 24	FLOATER
Mar 11	Council Meeting	May 28	Council Meeting @NOON	Oct 14	Council Meeting	Dec 25	CHRISTMAS
Mar 17	St. Patrick's Day	Jun 10	Council Meeting	Oct 28	Council Meeting	Dec 26	Council Meeting @noon? OPT1
Mar 25	Council Meeting	Jun 16	Father's Day	Oct 31	Halloween	Dec 30	Council Meeting @noon? OPT2
Apr 8	Council Meeting	Jun 24	Council Meeting	Nov 11	Council Meeting	Dec 31	New Year's Eve
Apr 15	Tax Day	Jul 4	JULY 4	Nov 11	INSERVICE		



Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: David Rierson, Fire Chief

Re: Fire Marshal New Hire List

After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position and are ranked as follows:

Joshua Warnell	228
Patrick Cornwell	227

This list shall be valid for a period not to exceed 12/20/19

Certified by Civil Service Commission on 12/20/2018

A handwritten signature in black ink, appearing to read "Mary Stevens", is written over a horizontal line.

Mary Stevens, Civil Service Commission Chair

Attest:

A handwritten signature in blue ink, appearing to read "Shari Coughenour", is written over a horizontal line.

Shari Coughenour, Clerk of the Commission

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Custom Tree Care, Inc.
Address of Business: 6021 SW 29th St, PMB #130 Topeka, KS 66614
Business Telephone: 785-478-9805
Owner(s) of Business: Greg Gathers
Home Address/ Telephone of Owners: 3722 SW Spring Creek Ln Topeka, KS 66610 785-221-7550
If incorporated, is business authorized to transact business in the State of Iowa? yes
Sales Tax Number: N/A (pending)
If title is a trade name, has such name been registered? _____
Date of commencement of business: 5-21-01 customtreecare@hotmail.com
Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
Yes _____ No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

See Attached

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to issuance of a Tree Trimmer License
Date Insurance Certificate Received _____ *See attached*

Greg Gathers
Applicant

Applicant

Date: _____
\$25.00 Fee paid _____

Approved by City Council on _____

City Administrator

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion

EQUIPMENT LIST- CUSTOM TREE CARE INC. 11/27/18

YEAR	MAKE	MODEL	VIN #	DESCRIPTION	GVW	UNIT #
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	64,000	573
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	64,000	624
2001	Sterling	LT9513	2FZHAZAS51AA53258	Grapple Truck	56,000	258
2005	Sterling	AT9500	2FWJA3DEX5AU95103	Semi-Truck	52,000	103
1998	Ford	LT8513	1FDYS86F5WVA33171	Semi-Truck	54,000	171
2002	International	CC550	1HTXLAHT42J038230	Grapple Truck	54,000	230
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	64,000	397
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	20,000	
1980	Dorsey		148311	Trailer	40,000	
2014	Homemade		T916507	Debris Trailer	20,000	
1995	Belshe		16JF01820S1026770	Debris Trailer	20,000	
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	25,999	420
2008	Freightliner			Bucket Truck	33,000	683
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	25,999	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	25,999	624BT
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	25,999	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	25,999	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	25,999	730
2000	International	4900	1HTSDAAN7YH257179	Chip Truck	33,000	179
2007	Bandit	250XP	21998	Chipper		
	Bandit	200		Chipper		
1999	Bandit	200	IH8294	Chipper		
1998	Bandit	200	13605	Chipper		
2000	Progressive	34'	1P9EC3427YP297528	Command Center		
2001	L and L		1L9BF18291A374664	Trailer	14,000	
2007	North American Cargo		5SMCL142071002573	Trailer		
2000	Eagle		4ET716F27Y1003905	Trailer	14,000	
2007	Ford	F-350	1FDWF37P37EA08891	Pickup	10,000	891
2003	Ford	F-250	1FTNX21P03ED23903	Pickup		903
1997	Ford	F-350	1FTHF36F4VEA98605	Pickup		605
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup		
2004	Ford	F-250	1FTNW21P14EB66550	Pickup		550
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	10,000	361
2010	Ford	E350	1FBSS3BLOADA81253	Van		253
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder		
2017	Bandit	ZT1844	1154404	Stump Grinder		
2014	Vermeer	SC30TX	1VRC070N2E10000987	Stump Grinder		
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder		
1997	Vermeer	SC752	1VRN151U6V1000118	Stump Grinder		
2013	Generac	5500W		Generator		
2007	Ford	F-150	1FTRF12W47KD24791	Pickup		791
2008	Cherokee		4X4TCKD208K007990	Travel Trailer		
2006	Gulfstream		1NL1GTR2461068403	Travel Trailer		



CUSTTRE-01

MDRESSMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elliott Insurance Inc. 3645 SW Burlingame Rd Topeka, KS 66611	CONTACT NAME: Maria Dressman	
	PHONE (A/C, No, Ext): (785) 267-4840 FAX (A/C, No): (785) 267-5609	
	E-MAIL ADDRESS: maria@elliottinsurancegroup.com	
INSURED Custom Tree Care Inc. 3722 SW Spring Creek Ln Topeka, KS 66610	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Wesco Insurance Company	25011
	INSURER B : Greenwich Insurance Company	
	INSURER C : American Interstate Insurance	31895
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			WPP1625962 00	4/21/2018	4/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			NEC6005043-00	4/21/2018	4/21/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCKS2696362018	7/1/2018	7/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Greg Gathers is the Officer Excluded on the Workers Compensation/Employers Liability policy

Pesticide or Herbicide Applicator Limited Pollution Coverage is provided per CG2264 (04/13)

tree trimmer license application.

CERTIFICATE HOLDER

CANCELLATION

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158-4911

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2018-____

RESOLUTION APPROVING SALARY ADJUSTMENT FOR CITY ADMINISTRATOR
JESSICA KINSER

WHEREAS the Council approved an employment agreement with Jessica Kinser and appointed Kinser as City Administrator on September 26, 2016 by Resolution 2016-191; and

WHEREAS the Council has completed its annual evaluation as required by the contract and recommends a salary adjustment; and

WHEREAS the Council has found this action is in the best interest of the city of Marshalltown, Iowa.

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

Section 1. The salary adjustment for City Administrator Jessica Kinser in the amount of 2.65% is hereby fully approved in all respects.

Section 2. The Human Resources Director is hereby authorized and directed to implement this salary adjustment retroactive to November 14, 2018.

Passed on this 26th day of December, 2018, and signed on this ____day of December, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: December 26, 2018

RE: Subordination agreement for forgivable loan provided for property located at
04 W Nevada Street, Marshalltown, Iowa 50158

The owner of a property located at **904 W Nevada Street, Marshalltown, Iowa 50158** participated in the City of Marshalltown Lead Hazard Control Program wherein he received assistance to eliminate lead hazards in his property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 20% each year after the completion of lead hazard control assistance until the end of the fifth year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owner of the property listed above has approached his lending institution with a request to refinance his mortgage to combine loans and allow for some home improvement funds. The Amount that will be refinanced is \$52,000. The appraised value of the property is \$70,000. Originally \$18,903 in grant funds were used in the remediation of lead hazards with \$3,780.60 (20%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for January 14, 2019.

If you have questions, please contact Michelle Spohnheimer at 754-5756 or e-mail mspohnheimer@ci.marshalltown.ia.us.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

Property Address:	904 W Nevada St. Marshalltown, IA 50158
Date of Completion:	06/05/2014
Current Mortgage Amount:	\$35,423
Original Lien Amount:	\$18,903
% of Lien Forgiven:	80%
Remaining Balance on Lien:	\$3,780.60
New Mortgage Amount:	\$52,000
Appraised Value:	\$70,000
Lien plus New Mortgage:	\$55,780.60
Difference:	\$14,219.40
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.	

Housing & Community Development
 36 North Center Street, Marshalltown, IA 50158
 Tel. (641) 754-6583 - Fax (641) 754-5742

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 904 W. NEVADA STREET, MARSHALLTOWN, IOWA 50158
BEING LEAD ABATEMENT PROJECT NO. 53504002**

WHEREAS the owners of a property located at 904 w. Nevada Street, Marshalltown, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

WHEREAS the nature of the Marshalltown Lead Hazard Control Program is to provide qualifying applicants with forgivable loans for the purpose of eliminating residential lead-based paint hazards; and

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2014-00003644 in the records of Marshall County, Iowa; and

WHEREAS the owner of said property wishes to refinance the property, which refinancing requires the city's liens to be subordinated to the new mortgage agreement; and

WHEREAS such a subordination may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa, thus necessitating a proposed resolution and public hearing.

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

Section 1. The City of Marshalltown, Iowa by this Tentative Resolution proposes to consent to the filing of the attached Subordination Agreement, which is incorporated and made part of this resolution.

Section 2. The attached Subordination Agreement, shall be for real property located at 904 W. Nevada Street, Marshalltown, Iowa described as follows:

The North 120 feet of Lot 2 in Block 3 of SHIRK'S THIRD ADDITION to the Town of Marshall, Marshall County, Iowa. OR Lot 2, Block 3 of SHIRK'S THIRD ADDITION to Marshall County, Iowa, except the South 60 feet thereof.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 14th day of January 2019, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this _____ day of _____ 201__, and signed this _____ day of _____ 201__.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Billie Keller is the owner of the following described premises:

The North 120 feet of Lot 2 in Block 3 of SHIRK’S THIRD ADDITION to the Town of Marshall, Marshall County, Iowa. OR Lot 2, Block 3 of SHIRK’S THIRD ADDITION to Marshall County, Iowa, except the South 60 feet thereof.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2014-00003644 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS Great Western Bank, Its Successors &/or Assigns has requested a condition prior to approving a mortgage loan to said property owner which requires the city’s lien to take a subordinate position to the property owner’s refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Great Western Bank, Its Successors &/or Assigns; and

The City of Marshalltown further acknowledges the mortgage of Great Western Bank, Its Successors &/or Assigns as a first and prior lien upon said premises, not to exceed \$52,000.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of Great Western Bank, Its Successors &/or Assigns and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 201__.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 201__ before me, a Notary Public, appeared Joel T.S. Greer, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 904 W NEVADA STREET, MARSHALLTOWN, IOWA 50158, LEAD ABATEMENT
PROJECT 53504002**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 26th day of December 2018, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 904 W Nevada Street, Marshalltown, Iowa, property hereinafter described; and

WHEREAS published notice as required by law of the intended acceptance of the subordination agreement by the CITY OF MARSHALLTOWN, IOWA, of the real estate lien has all been duly published and no objections to the proposed subordination have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed subordination as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2014-00003644 in the records of Marshall County, Iowa so the property owner may refinance his mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 26th day of December 2018, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

The North 120 feet of Lot 2 in Block 3 of SHIRK’S THIRD ADDITION to the Town of Marshall, Marshall County, Iowa. OR Lot 2, Block 3 of SHIRK’S THIRD ADDITION to Marshall County, Iowa, except the South 60 feet thereof.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 201__, and signed this _____ day of _____ 201__.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE PCC IOWA
RIVER TRAIL PROJECT # 41016001 FOR GENERAL SUPPLIES FOR BOULDER
CONTRACTING, LLC
AN INCREASE OF \$24,599.66

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Boulder Contracting, LLC for the labor and material for the PCC Iowa river Trail Project #41016001; 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 total for the PCC Iowa River Trail Project, in the increased amount of \$819,018.83 is hereby accepted and approved.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

December 19, 2018

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Engineers Statement of Completion and Change Order #2 Iowa River Trail Phase 1 – Boulder Contracting, LLC for additional traffic control, bridge modifications, seeding and erosion control measures in the amount of \$1,065.33. This Change Order finalizes as built quantities.

Policy Issue: City policy requires Governing Body approval of Change Orders.

Recommendation: Staff recommends approving the Change Order with Boulder for the additional work. Staff subsequently recommends approving the Engineers Statement of Completion

Background: This change order summarizes the modifications to field measured quantities.

Budget Impact: There are sufficient funds to accept this agreement. Federal funds will be used with the match being supplied by the local Trails group or Hardin County.

Attachment: Change Order #2

cc: Jessica Kinser, City Administrator

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



RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE PCC IOWA RIVER TRAIL, BEING PROJECT NO. 40115012, WITH A
FINAL PROJECT COST
IN THE AMOUNT OF \$819,018.83

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the PCC Iowa River Trail Project, and

WHEREAS, said project has been completed by Boulder Contracting LLC, of Grundy Center Iowa, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the PCC Iowa River Trail Project, being project No. 40115012, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Boulder Contracting LLC., including the payment of the items called for in said contract and Statement of Completion.

Passed this 26th day of December, 2018 and signed this _____ day of December, 2018

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR
TONY'S PLUMBING & HEATING LLC.

AN INCREASE OF \$1,744.00

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 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 \$1,817,631.00 is hereby accepted and approved.

Passed this 26th day of December 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					
		Change Order		Change Order	
CO #		Date	Change #	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	
8	CR 050 RFI #111 App Bay MEP Rough-in	11/28/2018	8	\$ (3,051.00)	
	Net change by Fully Executed Change Orders				\$ 4,126.00
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 1,815,887.00
	Pending Changes				
	CR #056R - Landscaping Package - Revised			\$ 915.00	31744.00
	CR #062 - RFI #127 Boiler System 3 way Valves			\$ 829.00	
	New Contract Sum				\$ 1,817,631.00



Change Request Summary

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

CHANGE REQUEST NO.: **CR-062**

DATE: December 17, 2018

SUBJECT: RFI #127 - Boiler System 3-way Valves

PROPOSED CHANGE DESCRIPTION:

Tony's Plumbing & Heating - [Bid Package No. 22-1]

The 3-way valve locations were inadvertently left off the drawings. Per RFI #127 provide a 3-way valve on VAV16-117 (Serving the Fire Station Kitchen) and VAV16-200 (Serving the Fitness Room) This will insure a minimum 10% flow when the heating water pumps are operating. Also, note the attached sketch that switches pumps P-1 and P-2 to pump from the boilers, rather than to the boilers.

2-Way Valve (deduct)

Material: \$1,883

Labor: \$2,952.00

Bond: \$48.00

Total: \$4,883.00

3-Way Valve (add)

Material: \$2,191.00

Labor: \$3,464.00

Bond: \$57.00

Total: \$5,712.00

Quoted Price: \$829.00

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
22-1	Plumbing & Mechanical	Tony's Plumbing & Heating, LLC	\$829.00
Total			\$829.00

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
---	---	--------------------------------------

☐ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: *Mike Welch*

By: *William R. Ziegler III*

By: _____

Date: 12-17-18

Date: 12/18/18

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-3way Valve)

Project: Marshalltown Police & Fire Headquarters Attention: City of Marshalltown Date: 12/17/2018

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

Tony's Plumbing & Heating, LLC proposes to:

3-Way Valve (RFI 127)

Remarks from Prochaska & Associates: Good catch. The 3-way valve locations were inadvertently left off the drawings. Provide a 3-way valve on VAV16-117 (Serving the Fire Station Kitchen) and VAV16-200 (Serving the Fitness Room) This will insure a minimum 10% flow when the heating water pumps are operating. Also, note the attached sketch that switches pumps P-1 and P-2 to pump from the boilers, rather than to the boilers.

2-Way Valve (deduct)

Material: \$1,883

Labor: \$2,952.00

Bond: \$48.00

Total: \$4,883.00

3-Way Valve (add)

Material: \$2,191.00

Labor: \$3,464.00

Bond: \$57.00

Total: \$5,712.00

Quoted Price: \$829.00

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: _____



REQUEST FOR INFORMATION

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

RFI: 127
Date: 10/23/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Modulating 3 way Valves**

Drawing: M4 Series, M5.1

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:

Verify if any air terminal reheat coils are to be piped with a 3-way valve rather than 2-way. Detail M5.1/7 states "provide modulating 3-way valve where indicated on drawings", but there appear to be no VAVs marked to receive a 3-way valve. Typically they are installed at the end of a long run or last unit.

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone: 515-232-4358

Request cc'd to: Paul Ryan (PROCHASKA & ASSOCIATES), Michael Hromanik (PROCHASKA & ASSOCIATES)

Response: Good catch. The 3-way valve locations were inadvertently left off the drawings. Provide a 3-way valve on VAV16-117 (Serving the Fire Station Kitchen) and VAV16-200 (Serving the Fitness Room) This will insure a minimum 10% flow when the heating water pumps are operating. Also, note the attached sketch that switches pumps P-1 and P-2 to pump from the boilers, rather than to the boilers.

Response by: Michael Hromanik

Response date: 10-25-18



5630 Westminster Dr
Cedar Falls, Iowa 50613
Telephone (319)277-2750 Fax (319)277-3311
Web-site: www.tonyphc.com

REQUEST FOR INFORMATION

PROJECT: Marshalltown Police & Fire

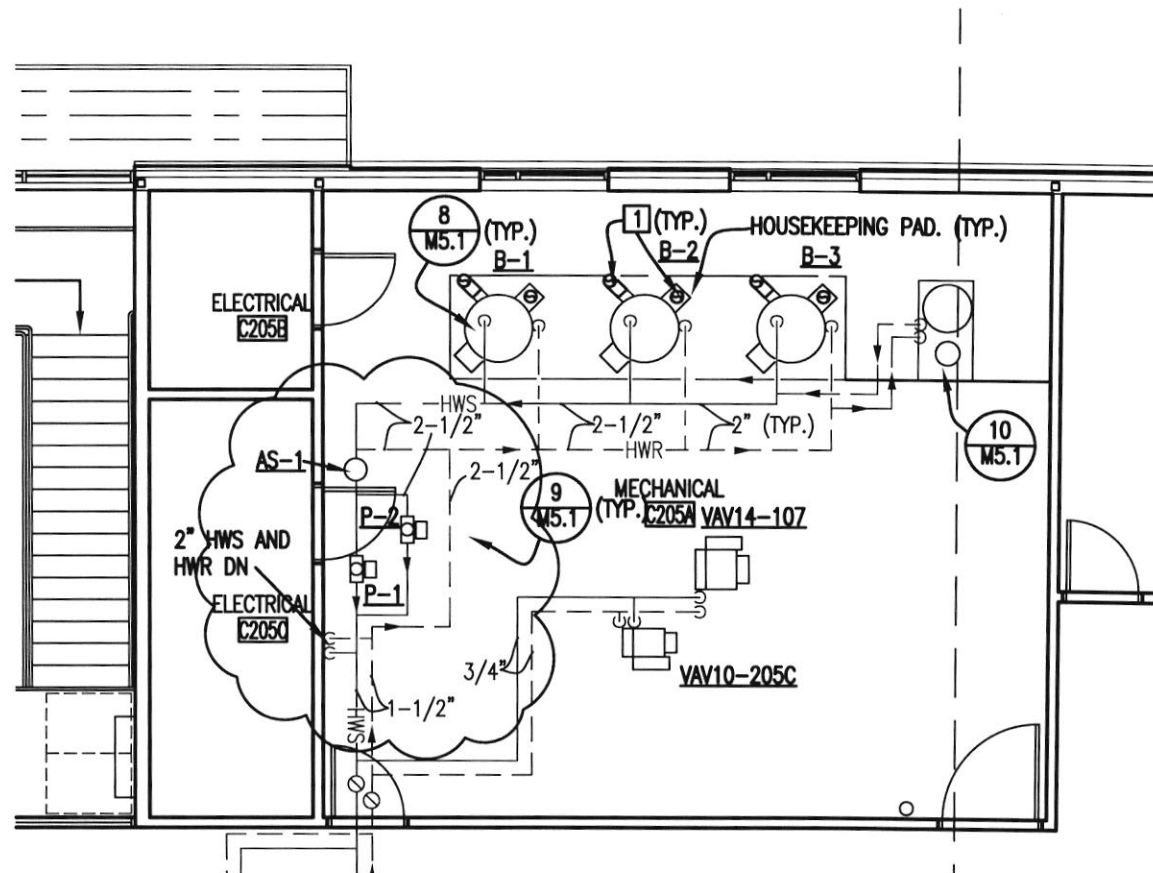
RFI #

Construction Manager: Story Construction

CONTRACTOR: ARCHITECT: Prochask & Associates

Subject:	3-Way Valves
Drawing	M5.1
Detail	No.7
Specification	
	Verify if any air terminal reheat coils are to be piped with a 3-way valve rather than 2-way. Detail M5.1/7 notes provide modulating 3-way valve where indicated on drawings, drawings don't indicated any 3-way valves. Typically they are installed at the end of a long run or last unit.
	Question by: Mike Caswell Date: 10/22/18
Submitted by:	Reviewed by:
Action Required by:	
	Answered by: Date:

Distribution:



Date:
10/25/18
Project No.
160308

Project: MARSHALLTOWN POLICE AND
FIRE HEADQUARTERS
MARSHALLTOWN IA
RFI 127 Additional Information



Planning Architecture Engineering
Interiors & Facility Management
11317 Chicago Circle Omaha, Nebraska 68154-2833
Phone: (402) 334-0755 Fax: (402) 334-0868
E-Mail: ma@prochaska.us

Sheet:

M4.2c



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 #056
DATE: November 26, 2018
SUBJECT: Landscaping Package

CONTRACTOR:

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

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 Monday, December 10, 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.

Con-Struct - [Bid Package No. 2-1]

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18

1. Provide and install Sidewalk and Landscaping Plan Complete as shown on C3.1 Rev 9/10/18 and L1.1.
 - a. Provide and install concrete sidewalks as indicated per note 24 on the attached Revised Sheet C3.1.
 - b. Provide and install ADA tactile warning surfaces as required by code.
 - c. Provide and install Landscaping Plan complete as shown on Sheet L1.1. Landscaping includes seed, sod, plantings, and irrigation system. Refer to Sheet L1.1 for plan and specifications. Contractor to install seed and sod in the areas marked on the updated seeding and sodding plan attached.
 - d. Irrigation will only occur in the sodded areas. Change to include two months of plant watering and two mowings.
 - e. Contractor to submit irrigation plan and equipment specification sheets for approval prior to installation.
 - f. Contractor to submit seed, sod, and planting product data and O&M data prior for approval prior to installation.
2. Substantial Completion for this scope of work is May 17, 2019.

Caliber Concrete - [Bid Package No. 2-2]

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18

1. Modify existing sidewalk plan and incorporate approaches in paving as necessary to accommodate new sidewalk locations.

Tony's Plumbing & Heating - [Bid Package No. 22-1]

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18, Detail 4/M1.4

2. Provide and install Irrigation Piping as originally shown on Detail 4/M1.4 and that was previously removed in CR 15.

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

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18

3. Provide and install a circuit with GFCI duplex receptacle for the irrigation control panel. Irrigation control panel to be supplied and installed by others.

Provide all work in accordance with Change Request No. CR #056 dated November 26, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached Supplemental Drawings.

- **Landscaping Plan Sheet L1.1, dated 9/10/18**
- **Revised Sheet C3.1, dated 9/10/18**
- **Revised Seeding vs. Sodding Plan**

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)	\$ 153.00
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$ 635.00
Overhead and Profit - (15% max.)	\$ 118.00
Subtotal	\$ 906.00

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	\$ 9.00
GRAND TOTAL	\$ 915.00

Company: Tony's PHCDate: 11/26/18Signature: M CaswellName: Michael Caswell

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

From: Scott.Henning@Ferguson.com
To: mike@tonysphc.com
Subject: RE: Marshalltown P&F-Irrigation
Date: Monday, November 19, 2018 8:07:09 AM
Attachments: image001.jpg

Mike,

Watts has had price increases since when we quoted these, the new price is \$545.18 each

Thanks,
Scott

From: Mike Caswell <mike@tonysphc.com>
Sent: Monday, November 19, 2018 7:12 AM
To: Henning, Scott [Ferguson] - 1699 Waterloo <Scott.Henning@Ferguson.com>
Subject: [EXT] Marshalltown P&F-Irrigation

Scott-
Sound like they are going to add the irrigation line back in, can you verify the pricing is still good.

1-1/2" Watts (WLF009M2QTSJ) \$428.89

Thanks

M. Caswell

Mike Caswell
Estimator/Plumber
Tony's Plumbing and Heating
Office: 319-277-2750
Cell: 641-330-7167
Fax: 319-277-3311
www.tonysphc.com

PHC Logo - Copy



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 \$116,898.09

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 \$782,315.54 is hereby accepted and approved.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

	B	C	D	E	F	G
1		Marshalltown Police & Fire Station Headquarters				
2		City of Marshalltown				
3		Marshalltown, Iowa				
4						
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	6	CR 060R - Grade Apparatus Bay	11/28/2018	6	\$ 1,882.00	
18	6	CCD 018 CMU Remedial Work	11/28/2018	6	\$ 18,190.82	
19						
20						
21						
22						
23		Net change by Fully Executed Change Orders				\$ 69,347.45
24		Contract Sum to Date based upon Fully Executed Change Orders				\$ 665,417.45
25						
26		Pending Change Orders				
27		CR #32A - PR #026 Booking Exterior East Wall			\$ 11,898.09	
28		CR #056R - Landscaping Package - Revised			\$ 105,000.00	
29		New Contract Sum				\$ 782,315.54
30						

3116,898.09



Change Request Summary

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

CHANGE REQUEST NO.: **CR-032A -R**

DATE: November 13, 2018

SUBJECT: PR #026 Booking Exterior East Wall

PROPOSED CHANGE DESCRIPTION:

Con-Struct - [Bid Package No. 2-1]

SHEET A2.1

1. Provide labor and material to fill in (3) Type "N" windows with CMU at the east exterior wall of Booking P128.

Provide all work in accordance with Change Request No. CR #032A dated April 19, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached Proposal Request #014 with the following Supplemental Drawings and email dated 2/22/18 from Prochaska & Associates.

Revised Sheet, A2.1, dated 4/13/18

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork, Utilities & Erosion & Sediment Control	Con-Struct, Inc.	\$11,898.09
Total			\$11,898.09

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

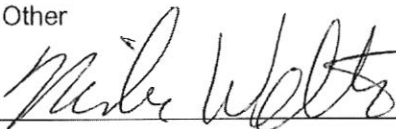
☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: 

By: 

By: _____

Date: 11-13-18

Date: 12/10/18

Date: _____

cc: Field
File

Con-Struct Inc.
1710 E. Main Street
Marshalltown, Iowa 50158
641-752-1865
FAX-752-5905

CR #032A – PR 026 Booking Ext. East Wall

Date: 11/12/18

Project Name: Marshalltown Police and Fire Headquarters

Scope: Install CMU at the detention windows

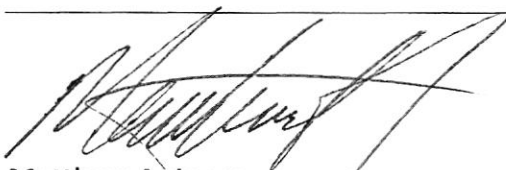
(See attached)

Price:

Forrest & Associate = \$11,331.51

5% for sub = \$566.58

Total= \$11,898.09



Matthew A. Jensen

Vice President



Forrest & Associate Inc
 817 SW 9th ST
 Des Moines, Iowa 50309-4579

Phone (515) 265-0787 Fax (515) 265-0614

DATE: 10/20/18 Job: MARSHALLTOWN CITY HALL 182060

By: STOKY CONSTRUCTION

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

CR 032

EQUIPMENT DELIVERY

SET UP SCAFFOLDING AND EQUIPMENT

Total Hours:

Reg 01 DI

Bricklayers

Laborers

Crane Operator - Class 1

Lbr Yard (deliveries)/Other

Supervision

("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")
 ("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

EQUIPMENT: (not hours used)

MATERIALS:

1 WATER BARRIERS

MALE

210 GAL BUCKETS

CARGO BOX

200 YARD (W/ST AND HOV) 11

ONE

1 LAMP STAND

400 110 CONE AND 3 WAY

21/2 FRAMES AND BARRIERS

12) 6 FRAMES AND BARRIERS

30) 110 WOOD FRAMES 20) 110 WOOD FRAMES

110) 110 WOOD FRAMES

if not listed above - may be completed by office.

Winterline equip on separate form

DATE: 10/17/18

10/17/18

WORK ORDER

1015

No:

10/17/18



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



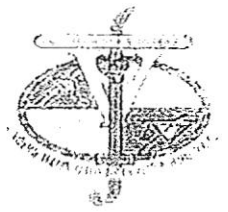
INVOICE No. 11138

C065 CON-STRUCT
1710 E MAIN
MARSHALLTOWN, IA 50158

DATE October 29 2018
JOB NO 182060
LOCATION MARSHALLTOWN FIRE

MAILED
10.29.18

DATE	DESCRIPTION	AMOUNT
	WO1016	
	EQUIPMENT DELIVER/SET UP	
	** Labor	\$ 1,615.96
	** Materials	\$ -
	** Equipment	\$ -
	** Bond (if required)	\$ -
		\$ 1,615.96
	Total Due	\$ 1,615.96
	Less 0% Retainer	\$ -
		\$ 1,615.96



Forrest & Associate Inc
817 SW 9th ST
Des Moines, Iowa 50309-4579

WFO 10/26/01 JAM MARSHALLTOWN CITY HALL 182060

DATE: 10/26/01

[Handwritten signature]

IN ADDITION TO PREVIOUS WORK ORDERS FOR OR 032

Please furnish all materials & labor necessary to complete the following work listed below. This request is for

OR 032

REMOVED MASONRY AROUND THE COLUMN AND RAISED WITH BOND BREAK
STARTED LAYING CONCRETE

Total Hours:		Reg	OT	DT
Bricklayers	12			
Laborers	12			
Crane Operator - Class 1				
Lbr Yard (deliveries)/Other				
Supervision				

(**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)
EQUIPMENT: (# of hours used)

MATERIALS:

4 WATER DUMPS

1 SET DUMPS

20 MOD GILTS

20 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

10 MOD GILTS

**Winterline equip on separate form

(**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)

included in the original contract

[Handwritten signature]

10/17/01



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. 11139

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
	WO1017 LAID FIRST WINDOW	** Labor \$ 2,157.53
	START DEMO ON SECOND WINDOW	** Materials \$ -
		** Equipment \$ -
		** Bond (if required) \$ -
		\$ 2,157.53
	Total Due	\$ 2,157.53
	Less 0% Retainer	\$ -
		\$ 2,157.53



Forrester & Associates Inc

817 SW 9th ST

Des Moines, Iowa 50309-4579

Phone (515) 283-0497

Fax (515) 283-0514

WORK ORDER

No:

1017

Date **W/E 10/20/18** Job: **MARSHALLTOWN CITY HALL 182060**

Bill to: **STORY CONSTRUCTION**

[Signature]
Foreman's signature

IN ADDITION TO PREVIOUS WORK ORDERS FOR CR 032

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

CR 032

LAI D FIRST WINDOW UP TO FAR ENOUGH TO SUPPORT THE WORK ABOVE BUT NOT
COMPLETE YET NEED TO TAKE MORE OUT
STARTED DEMO ON THE SECOND WINDOW

Total Hours:

Reg	OT	DT	
16			Bricklayers
16			Laborers
			Crane Operator - Class 1
			Lbr Yard (deliveries)/Other
			Supervision

("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

MATERIALS:

4 WATER BARRELS	75) 8" CMU
MIXER	80) 80) LBS GROUT
3) 5 GAL BUCKETS	10) TYPE S
GANG BOX	20) MUD SILLS
200' WATER HOSE AND NOZZLE	10) SCREW JACKS
GAS	10) BASE PLATES
4 TAR PAPER	16) PIG TAILS
400' 110 CORD AND 3 WAY	CHAIN AN LOCK
6) 3' FRAMES AND BRACES	QUICKIE SAW
12) 6' FRAMES AND BRACES	WATER PUMP
30) 16' WOOD PLANK 20) 8' WOOD PLANK	GRINDER AND VAC
16) SIDE ARMS	LIGHTS

EQUIPMENT: (#of hours used)

Crane	
Forklift	SEE YARD
Grinder	#53 AND 105
Saw	#91
Truck	#40
Scaffold-pcs	
Chipping	#89
Hammer	# 37
Shop Vac	#47 AND 69
Saw	
Water Pump	

>>>> "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: *[Signature]*

DATE: 10-19-18



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. 11140

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
	WO1018	
	FINISHED DEMO ON SECON WINDOW	
	LAIID SECOND WINDOW BACK IN	
	** Labor	\$ 2,205.72
	** Materials	\$ -
	** Equipment	\$ -
	** Bond (if required)	\$ -
		\$ 2,205.72
	Total Due	\$ 2,205.72
	Less 0% Retainer	\$ -
		\$ 2,205.72



Forrest & Associate Inc

817 SW 9th ST

Des Moines, Iowa 50309-4579

Phone (515) 283-0497

Fax (515) 283-0514

WORK ORDER

No:

1018

Date W/E 10/20/18 Job: MARSHALLTOWN CITY HALL 182060

Bill to: STORY CONSTRUCTION

Foreman's signature

IN ADDITION TO PREVIOUS WORK ORDERS FOR CR 032

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

CR 032

FINISHED DEMO ON THE SECOND WINDOW
LAID SECOND WINDOW BACK IN

Total Hours:

Reg	OT	DT	
16			Bricklayers
16			Laborers
			Crane Operator - Class 1
			Lbr Yard (deliveries)/Other ("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")
			Supervision ("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

MATERIALS:

4 WATER BARRELS	70) 8" CMU
MIXER	
8) 5 GAL BUCKETS	9) TYPE S
GANG BOX	20) MUD SILLS
200' WATER HOSE AND NOZZLE	10) SCREW JACKS
GAS	10) BASE PLATES
4 TAR PAPER	18) PIG TAILS
400' 110 CORD AND 3 WAY	CHAIN AN LOCK
6) 3' FRAMES AND BRACES	QUICKIE SAW
12) 6' FRAMES AND BRACES	WATER PUMP
30) 16' WOOD PLANK 20) 8' WOOD PLANK	GRINDER AND VAC
16) SIDE ARMS	LIGHTS

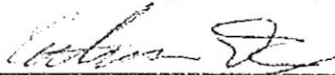
>>>> If not listed above - may be completed by office.

(NOTE: The work covered by this order shall be performed under the same terms and conditions as that included in the Original Contract.)

EQUIPMENT: (#of hours used)

Crane	
Forklift	SEE YARD
Grinder	#53 AND 105
Saw	#91
Truck	#40
Scaffold-pcs	
Chipping	#89
Hammer	# 37
Shop Vac	#17 AND 69
Saw	
Water Pump	

>>>> **Wintertime equip on separate form

SIGNED: 

DATE: 10-19-18



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. 11141

C065

CON-STRUCT
1710 E MAIN
MARSHALLTOWN, IA 50158

MAILED
10.29.18

DATE
JOB NO
LOCATION

October 29 2018
182060
MARSHALLTOWN FIRE

DATE	DESCRIPTION	AMOUNT
	WO1019	
	FINISH DEMO ON THIRD WINDOW	
	LAY BACK THIRD WINDOW	
	COORDINATING REINSTALL OF	
	ELECTRICAL BOXES	
	** Labor	\$ 2,145.28
	** Materials	\$ -
	** Equipment	\$ -
	** Bond (if required)	\$ -
		\$ 2,145.28
	NOT FINISHED	
	Total Due	\$ 2,145.28
	Less 0% Retainer	\$ -
		\$ 2,145.28



Forrest & Associate Inc

817 SW 9th ST

Des Moines, Iowa 50309-4579

Phone (515) 283-0497

Fax (515) 283-0514

WORK ORDER

No:

1019

Date W/E 10/20/18 Job: MARSHALLTOWN CITY HALL 182060

Bill to: STORY CONSTRUCTION

IN ADDITION TO PREVIOUS WORK ORDERS FOR CR 032
WORK ORDERS 1015,1016,1017,1018

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

CR 032

FINISHED DEMO ON THE THIRD WINDOW
STARTED LAYING BACK THIRD WINDOW BACK IN
COORDINATING REINSTALLING ELECTRICAL BOXES

NOT COMPLETE

Total Hours:

Reg	OT	DT	
16			Bricklayers
16			Laborers
			Crane Operator - Class 1
			Lbr Yard (deliveries)/Other
			Supervision

("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")
("TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK")

MATERIALS:

4 WATER BARRELS	80) 8' CMU
MIXER	40) GROUT
8) 5 GAL BUCKETS	12) TYPE S
GANG BOX	20) MUD SILLS
200' WATER HOSE AND NOZZLE	10) SCREW JACKS
GAS	10) BASE PLATES
4 TAR PAPER	16) PIG TAILS
400' 110 CORD AND 3 WAY	CHAIN AN LOCK
6) 3' FRAMES AND BRACES	QUICKIE SAW
12) 6' FRAMES AND BRACES	WATER PUMP
30) 16' WOOD PLANK 20) 8' WOOD PLANK	GRINDER AND VAC
16) SIDE ARMS	LIGHTS

>>>> If not listed above - may be completed by office.

(NOTE: The work covered by this order shall be performed under the same terms and conditions as that

EQUIPMENT: (#of hours used)

Crane	
Forklift	SEE YARD
Grinder	#53 AND 105
Saw	#91
Truck	#40
Scaffold-pcs	
Chipping	#89
Hammer	# 37
Shop Vac	#47 AND 69
Saw	
Water Pump	

>>>> **Winterline equip on separate form

Included in the Original Contract.)

SIGNED

DATE: 10-19-18



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@forrestasssociate.com • Website: www.forrestasssociate.com



INVOICE No. 11150

DATE October 31 2018
JOB NO 182060
LOCATION MARSHALLTOWN FIRE

MAILED
 11-1-18

CON-STRUCT
 1710 E MAIN
 MARSHALLTOWN, IA 50158

C066

DATE	DESCRIPTION	AMOUNT
WO1027	FINISHED CR032	
	** Labor	\$ 1,651.35
	** Materials	\$ 76.73
	** Equipment	\$ -
	** Bond (if required)	\$ -
		\$ 1,728.08
	Total Due	\$ 1,728.08
	Less 0% Retainer	\$ -
		\$ 1,728.08



Forrest & Associate Inc

817 SW 9th ST
Des Moines, Iowa 50309-4579

Phone (515) 283-0497 Fax (515) 283-0514

WORK ORDER

No:

1027

Date W/E 10/27/18 Job: MARSHALLTOWN CITY HALL 182060

Bill to: STORY CONSTRUCTION

Foremans signature

IN ADDITION TO PREVIOUS WORK ORDERS FOR CR 032
WORK ORDERS 1015,1016,1017,1018,1019

Please furnish all Materials & Labor necessary to complete the following work listed below. Bill charges to our account as shown above.

CR 032

FINISHED CR 032

WORK COMPLETED

Total Hours:

Reg	OT	DT	
10			Bricklayers
10			Laborers
			Crane Operator - Class 1
5			Lbr Yard (deliveries)/Other
			Supervision

(**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)

(**TO BE ADDED BY THE OFFICE AT CLOSE OF THE WEEK**)

MATERIALS:

4 WATER BARRELS	PURCHASE ORDER 6110
MIXER	PURCHASE ORDER 6110
8) 5 GAL BUCKETS	9) TYPE S
GANG BOX	20) MUD SILLS
200' WATER HOSE AND NOZZLE	10) SCREW JACKS
GAS	10) BASE PLATES
4 TAR PAPER	16) PIG TAILS
400' 110 CORD AND 3 WAY	CHAIN AN LOCK
6) 3' FRAMES AND BRACES	QUICKIE SAW
12) 6' FRAMES AND BRACES	WATER PUMP
30) 16' WOOD PLANK 20) 8' WOOD PLANK	GRINDER AND VAC
16) SIDE ARMS	LIGHTS

EQUIPMENT: (#of hours used)

Crane	
Forklift	SEE YARD
Grinder	#53 AND 105
Saw	#91
Truck	#40
Scaffold-pcs	
Chipping	#89
Hammer	# 37
Shop Vac	#47 AND 69
2	TRASH TUBS

>>>> *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



PROPOSAL REQUEST

Planning • Architecture • Engineering • Interiors • Facility Management

PROJECT: Marshalltown Police & Fire Headquarters

PR: 026

Project No.: 160308

DATE ISSUED: 04/13/18

DATE REQUIRED: 04/25/18

A. Proposed Change

The attached documentation / description is a "Proposed Change" to the contracted Work. The CM/Contractor herein provides detailed cost and time 'breakdowns', to support this **(ADD) (DEDUCT) (CLARIFICATION)**. The Project Team is hereby notified of this proposed change. Unless otherwise directed, the CM/Contractor shall not stop work in progress or execute the proposed change prior to formal written acceptance. All costs (including re-work) and Contract time impacts are included in this Proposal.

B. Estimated Change

In order to expedite the Work and avoid escalating costs and/or delays, which could increasingly affect Contract Sum or Contract Time, this request is based on the 'field' estimate stated or attached herein, to accomplish the following **(ADD) (DEDUCT) (CLARIFICATION)** to the Work.

Proposed Change(s) herein as follows **(ADD) (DEDUCT) (CLARIFICATION)** to the Work:

1. **The Contractor(s) and suppliers shall provide pricing for labor and materials to accomplish the following proposed modifications to the east wall of Booking P128 & Interrogation P129:**

A. Delete the three (3) "N" type windows in their entire, and infill the openings with metal panel and cmu to match adjacent interior & exterior wall construction & finishes.

B. Refer to attached Drawing Sheet A2.1, Revised date 4/13/18, for metal panel dimensions.

Upon approval/acceptance by the Owner, this PR is to be incorporated into a Change Order via AIA Document G701-2001, and once the CO is signed by the Owner then the CO is to be included into the CM's/Contractor's next Application and Certificate for Payment (AIA Document G702-2001).

CONTRACTORS RESPONSEFrom: **Contractor** To: **A/E**

- A.** In accordance with this PR, this CM/Contractor **proposes** to make changes to the Work as follows:

As an **(addition) (deduction) (no change)** of \$ _____ to the Contract Sum.
As an **(increase) (decrease) (no change)** of _____ days to the Contract Time.

- B.** In accordance with this PR, this CM/Contractor **estimates** the changes to the Work as follows:

As an **(addition) (deduction) (no change)** of \$ _____ to the Contract Sum.
As an **(increase) (decrease) (no change)** of _____ days to the Contract Time.

By: _____ Date: _____

A/E RECOMMENDATIONFrom: **A/E** To: **Owner**

We have reviewed the CM's/Contractor's **(proposal) (estimate)** for the change described above and recommend your **(approval) (disapproval)** of the Contract Sum, and **(approval) (disapproval)** of Contract Time.

By: _____ Date: _____

OWNER'S ACTIONFrom: **Owner** To: **A/E**

The CM/Contractor is **(authorized) (not authorized)** to proceed with the work and the contract adjustments are to be formalized in the next upcoming Change Order.

By: _____ Date: _____

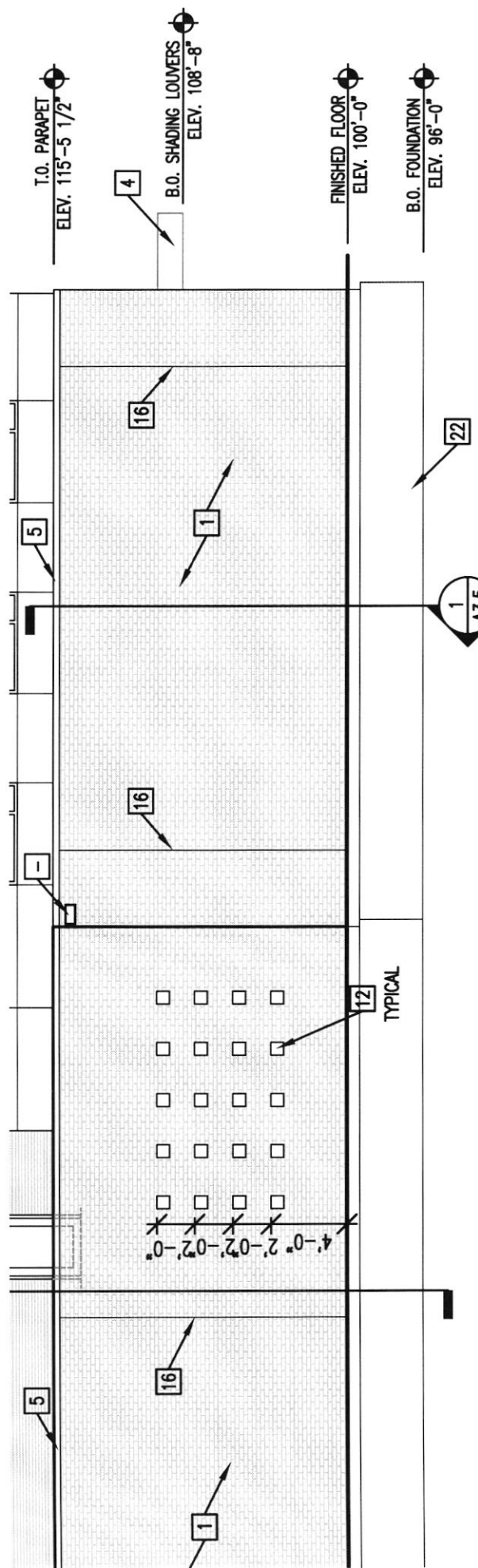
PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

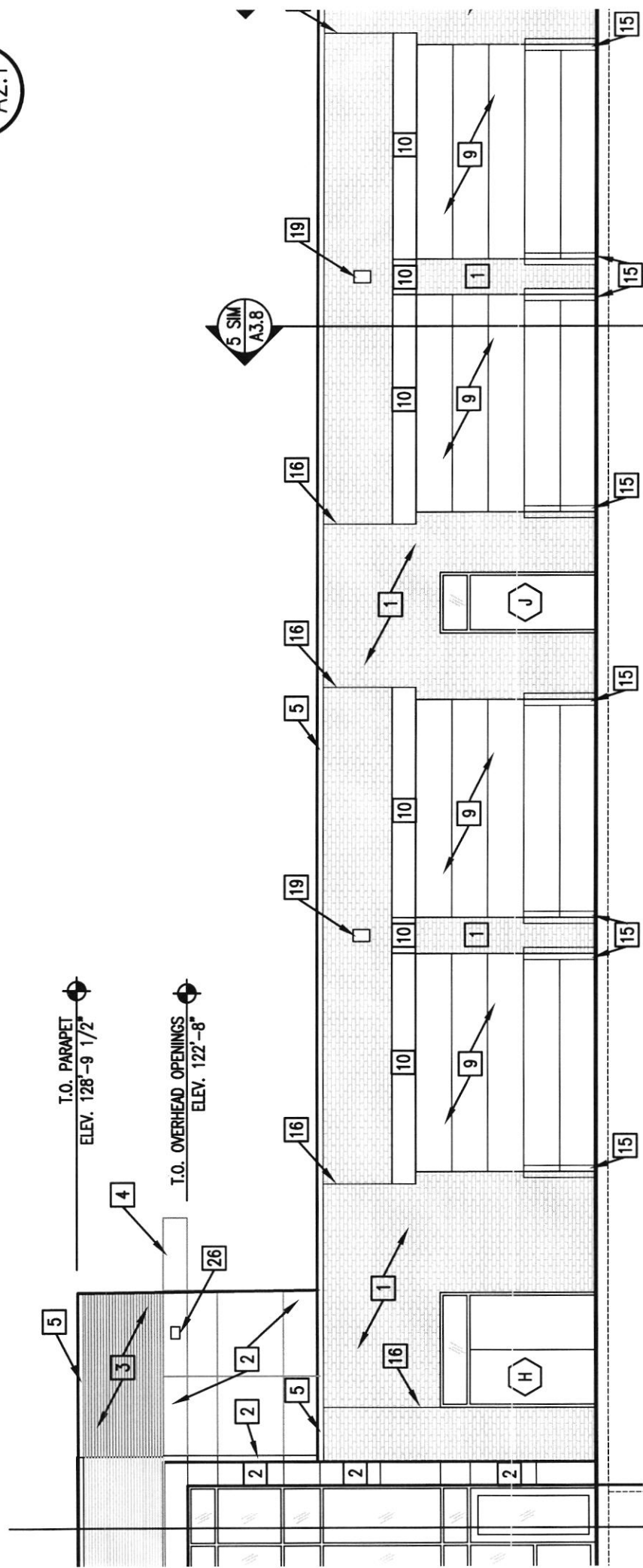
FAX: (402) 334-0868

E-Mail: mail@prochaska.us



DINING WING - SOUTH ELEVATION

2
A2.1



Con-Struct Inc.
1710 E. Main Street
Marshalltown, Iowa 50158
641-752-1865
FAX-752-5905

CR #056 Landscaping Package

Date: 11/2/18

Project Name: Marshalltown Police and Fire Headquarters

Scope: Provide city sidewalks and landscaping per plans

1. Irrigation only in the sod areas
2. 2 months of plant watering and 2 mowings

Price: City Sidewalk

Material = \$12,250.00

Labor = \$15,800.00

OH/Profit = \$4,950.00

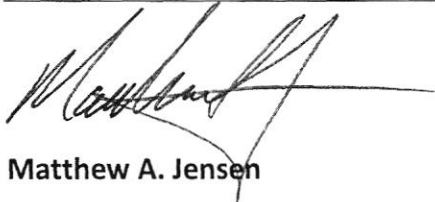
Landscaping

Material = \$44,460.00

Labor = \$23,940.00

OH/Profit = \$3,600.00

Total= \$105,000.00



Matthew A. Jensen

Vice President



Change Request Summary

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

CHANGE REQUEST NO.: **CR-056R**

DATE: December 17, 2018

SUBJECT: Landscaping Package - Revised

PROPOSED CHANGE DESCRIPTION:

Con-Struct - [Bid Package No. 2-1]

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18

1. Provide and install Sidewalk and Landscaping Plan Complete as shown on C3.1 Rev 9/10/18 and L1.1.
 - a. Provide and install concrete sidewalks as indicated per note 24 on the attached Revised Sheet C3.1.
 - b. Provide and install ADA tactile warning surfaces as required by code.
 - c. Provide and install Landscaping Plan complete as shown on Sheet L1.1. Landscaping includes seed, sod, plantings, and irrigation system. Refer to Sheet L1.1 for plan and specifications. Contractor to install seed and sod in the areas marked on the updated seeding and sodding plan attached.
 - d. Irrigation will only occur in the sodded areas. Change to include two months of plant watering and two mowings.
 - e. Contractor to submit irrigation plan and equipment specification sheets for approval prior to installation.
 - f. Contractor to submit seed, sod, and planting product data and O&M data prior for approval prior to installation.
2. Substantial Completion for this scope of work is May 17, 2019.

Caliber Concrete - [Bid Package No. 2-2]

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18

1. Modify existing sidewalk plan and incorporate approaches in paving as necessary to accommodate new sidewalk locations.

Tony's Plumbing & Heating - [Bid Package No. 22-1]

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18, Detail 4/M1.4

2. Provide and install Irrigation Piping as originally shown on Detail 4/M1.4 and that was previously removed in CR 15.

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

SHEETS C3.1 REV 9.10.18, L1.1 REV 9.10.18

3. Provide and install a circuit with GFCI duplex receptacle for the irrigation control panel. Irrigation control panel to be supplied and installed by others.

Provide all work in accordance with Change Request No. CR #056 dated November 26, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached Supplemental Drawings.

- **Landscaping Plan Sheet L1.1, dated 9/10/18**
- **Revised Sheet C3.1, dated 9/10/18**
- **Revised Seeding vs. Sodding Plan**

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork, Utilities And Erosion Control	Con-Struct, Inc.	\$105,000.00
02-2	Sidewalks & Paving	Caliber Concrete	\$ 1,795.00
22-1	Plumbing & Mechanical	Tony's Plumbing & Heating LLC	\$ 915.00
26-1	Electrical Communications & Security	DeVries Electric	\$ 1,568.37
Total			\$109,278.37

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☐ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: *Mike Wells*

By: *William R. Hay III*

By: _____

Date: 12-17-18

Date: 12/18/18

Date: _____

cc: Field
File

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#2-2 SIDEWALKS & PAVING FOR
CALIBER CONCRETE
AN INCREASE OF \$1,795.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Caliber Concrete 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 \$521,795.00 is hereby accepted and approved.

Passed this 26th day of December 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. 02-2 Sidewalks & Paving					
Caliber Concrete					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 520,000.00
	Net change by Fully Executed Change Orders				\$ -
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 520,000.00
	Pending Changes				
	CR #056R - Landscaping Package - Revised			\$ 1,795.00	
	New Contract Sum				\$ 521,795.00

From: jasonmartin@caliber-concrete.com
Sent: Friday, October 19, 2018 5:43 AM
To: Jace Christensen; Ethan Dix
Cc: Mike Noland
Subject: [FWD: RE: Marshalltown police and fire]

Gentlemen

please provide a change order for this

Survey	\$1600
p and o	\$ 160
Bond	\$ 35

TOTAL \$1795.00

----- Original Message -----

Subject: [FWD: RE: Marshalltown police and fire]
From: <jasongettler@caliber-concrete.com>
Date: Wed, October 17, 2018 6:31 am
To: jasonmartin@caliber-concrete.com

See below. Extra costs for drawing approaches at Marshalltown.

----- Original Message -----

Subject: RE: Marshalltown police and fire
From: Travis Stewart <tstewart@cgaconsultants.com>
Date: Tue, October 02, 2018 9:59 am
To: "jasongettler@caliber-concrete.com"
<jasongettler@caliber-concrete.com>

I estimate the additional survey cost for staking the added sidewalks will be about \$1600.

Let me know if you need anything more formal. Are we still on for tomorrow? Our schedule got pushed a little with the rain and I have another project set up for tomorrow with this crew. I can move things around, but I was wondering if you could wait until Thursday. If not, that's fine. Just let me know.

Thanks,

Travis R. Stewart, PLS



Office: 641-752-6701, ext 23
Mobile: 641-485-9765

From: jasongettler@caliber-concrete.com [<mailto:jasongettler@caliber-concrete.com>]

Sent: Monday, October 1, 2018 2:54 PM

To: Travis Stewart <tstewart@cgaconsultants.com>

Subject: RE: Marshalltown police and fire

Also could you give me paving hubs for the remaining approach on the east side of the project? Thanks.

Send me your charge for the changes at the approaches as well.

Jason

----- Original Message -----

Subject: Marshalltown police and fire

From: <jasongettler@caliber-concrete.com>

Date: Fri, September 28, 2018 3:25 pm

To: "Travis Stewart" <tstewart@cgaconsultants.com>

Travis,

We talked yesterday about survey at the Marshalltown police and fire. After talking with Story Const. today I think Wednesday the 3rd would work better for you to stake the area.

All remaining paving west of the main building, with the exception of the West parking lot at the south end. At the west parking lot at the south end could you give me layout 30' to the north. We will exclude pouring the 17 parking stalls and half of the drive lane at the south end of the lot. We will pour the connecting drive from the west parking lot to the police garage.

Call me with any questions.

Jason Gettler



December 18, 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

<u>Change Request #</u>	<u>Description</u>	<u>Dollar amount</u>
CR 32A	PR #026 Booking Exterior East Wall	\$ 11,898.09
CR 052	RFI #115 Shunt Trip Power Monitor in Elevator Control Room	\$ 2,815.45
CR 054	PR #039 Training Room Floor Boxes	\$ 13,545.39
CR 056R	Landscaping Package - Revised	\$ 109,278.37
CR 062	RFI #127 Boiler System 3-Way Valves	\$ 829.00
CR 063	Added Components for Panic Alert System	\$ 2,821.50
CR 064	Added Conduit Boring	\$ 2,796.73
CCD 013	Racom Entry Port	\$ 801.00
	TOTAL	\$ 144,785.53

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

MW:rl
enclosures: Change Request Summaries

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS
& SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF \$21,021.44

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 \$1,138,220.86 is hereby accepted and approved.

Passed this 26th day of December 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					
		Change Order		Change Order	
CO #		Date	Change #	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	
8	CR 048 RFI 102 Storm Shutter Wiring	11/28/2018	8	\$ 1,591.23	
8	CR 049 RFI #108 Fire Smoke Dampers	11/28/2018	8	\$ 4,439.56	
8	CR 051 RFI #113 Power to DACU in Elevator Control Room	11/28/2018	8	\$ 2,922.86	
8	CR 053 Steam Generator Changes	11/28/2018	8	\$ 3,748.65	
8	CR 061 RFI #125 Cabling Labels Deduct	11/28/2018	8	\$ (4,500.00)	
	Net change by Fully Executed Change Orders				\$ 104,199.42
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 1,117,199.42
	Pending Changes				
	CR 052 RFI#115 Shunt Trip Power Monitor in Elevator Control Room			\$ 2,815.45	
	CR 054 PR #039 Training Room Floorboxes			\$ 11,019.39	
	CR #056R - Landscaping Package - Revised			\$ 1,568.37	
	CR #063 Added Components for Panic Alert System			\$ 2,821.50	
	CR #064 Added Conduit Boring			\$ 2,796.73	
	New Contract Sum				\$ 1,138,220.86

321,021.44



Change Request Summary

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

CHANGE REQUEST NO.: **CR-052 R**

DATE: October 8, 2018

SUBJECT: RFI #115 Shunt Trip Power Monitor in Elevator Control Room

PROPOSED CHANGE DESCRIPTION:

Per RFI #115 provide power for shunt trip power from panel LS1 circuit 9 and to provide and install wiring and programming to Fire Alarm System for monitoring as indicated. Proposal quoted to use existing breaker and existing raceway to Elevator Room.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$2,815.45
Total			\$2,815.45

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: Mike Welts

By: William R. Hay III

By: _____

Date: 10-8-18

Date: 11/21/18

Date: _____

cc: Field
File



DeVries 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#115 Shunt Trip Power Monitor Elevator Room** >

Jace:

Please see the enclosed change request RFI#115 to provide power for shunt trip power from panel LS1 circuit 9 and to provide and install wiring and programing to Fire Alarm System for monitoring as indicated. Proposal quoted to use existing breaker and existing raceway to Elevator Room.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishng, 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	\$1,533.21
- Labor	5.98 hrs.

Quantity	Item Name
10	3/4 EMT
2	3/4 EMT CONN
1	3/4 EMT COUP
1	4/S BOX
1	4/S BLANK COVER
2	3/4 EMT STRAP
6	1/2 FLEX
2	1/2 FLEX CONN
1	Siemens Programing
1	Siemens FA MR &FDCIO MODULE
20	18/2 FA Cable
360	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS



DeVries 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	\$	1,533.21
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	1,533.21
TOTAL LABOR ADD (5.98 hr. x \$72.54)	\$	433.79
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	\$	595.82
MATERIAL & LABOR SUBTOTAL	\$	2,129.03
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	46.00
TOOLS/EQUIP. (5% Lab.)	\$	29.79
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	63.87
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	47.06
SAFETY (2% Lab.)	\$	11.92
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDRILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	271.18
SUBTOTAL	\$	2,400.21
OVERHEAD FEE (15%)	\$	360.03
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	55.20
TOTAL	\$	2,815.45

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



REQUEST FOR INFORMATION

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

RFI: 115
Date: 9/7/2018
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Shunt Trip Power Elevator Room**

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:

Please review the attached drawing. Please indicate panel and circuit number to connect the 120V shunt trip breaker in the Elevator Equipment Room. Please note that it can not be on the dedicated outlet or lighting circuit for the elevator. Please also indicate if this power needs to be monitored by the Fire Alarm system.

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone: 515-232-4358

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

Response:

Per "Elevator recall connection diagram" provide recall and shunt trip in accordance with ASME 17.1. I believe ASME 17.1 does require the shunt trip power to be monitored. You could probably pull the power off the line side of the cabinet lights. If not a circuit from Panel 'L1' will work since the elevator is not on the generator. Coordinate with AHJ.

Response by: TVH

Response date: 09/10/18



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: 9/7/2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

DVE RFI No: #018
GC/CM No: TBD
SUBCONT. No: N/A
RFI Name: Shunt Trip Power 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
☒ Conflict In Contract Documents
☒ Coordination Issue
☒ Contract Drawing Reference
☐ Addendum Reference
☐ Specification Reference
☐ Shop Drawing Reference
☒ Possible Cost Impact
☐ Possible Time Impact

E2.2

Brief Description:

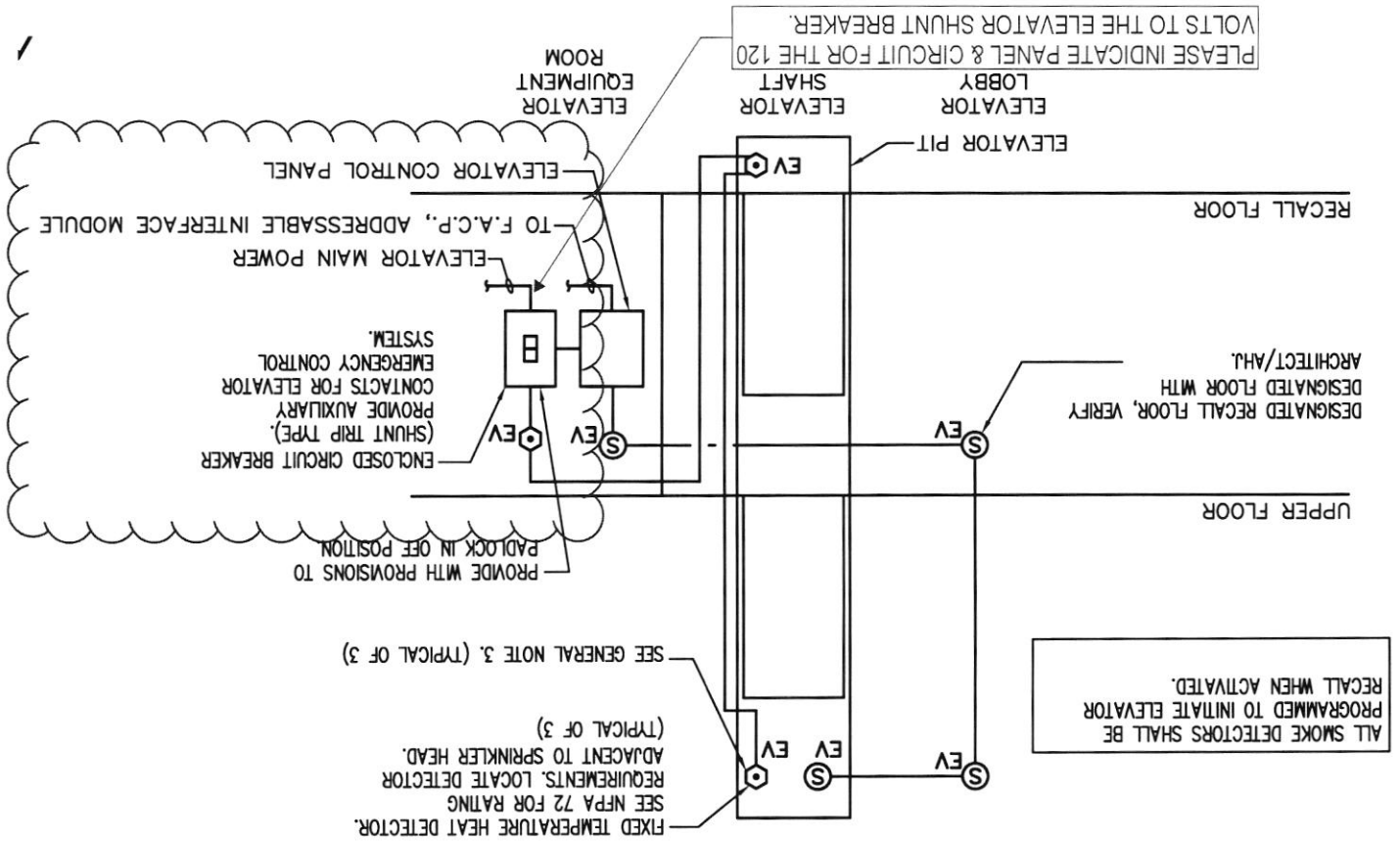
Please review the attached drawing. Please indicate panel and circuit number to connect the 120V shunt trip breaker in the Elevator Equipment Room. Please note that it can not be on the dedicated outlet or lighting circuit for the elevator. Please also indicate if this power needs to be monitored by the Fire Alarm system.

Attachments: 1

Initiated By: Derek Van Dyke

Response:

MARSHALLTOWN POLICE & FIRE HEADQUARTERS	
DRAWN BY: GARY SIECK	
DATE: 9/5/18	DRAWING: SECOND FLOOR POWER & SYSTEMS
RFI ELEVATOR SHUNT BREAKER PLAN - POLICE WING	
SIGNATURE: GARY SIECK	
COMPANY: DE VRIES ELECTRIC INC.	





DeVries 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
CR#054 <PR#039 Training Room Floorboxes>

Jace:

Please see the enclosed change request CR#054 – PR#039 add qty. four (4) floorboxes to Training Room C015. This proposal excludes any concrete cutting, demo, patching, and replacement. Also, there are not voice or data conduits to these floorboxes. They are power only with no room or capability for future data ports.

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

\$2,681.29

- Labor

70.59 hrs.

Quantity	Item Name
250	3/4 EMT
8	3/4 EMT CONN
25	3/4 EMT COUP
2	3/4 COMBO COUP
0.5	PVC GLUE CAN
60	3/4 PVC
2	3/4 PVC ELBOW
6	3/4 PVC MALE TERM
8	3/4 PVC COUP
2	3/4 PVC FEMALE
3	4/S BOX
3	4/S BLANK COVER
4	2G FB
8	FB INSERTS
4	FB CARPET FLANGE
3	BOX SUPPORTS
32	3/4 EMT STRAP
8	GFI
6	20A/1P CB
1,700	12 THHN CU



DeVries Electric INC.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

~

MISC. FASTNERS & TERMINATIONS

SUBCONTRACTORS:

- N/A

\$0.00

TOTAL MATERIAL ADD	\$ 2,681.29
TOTAL MATERIAL DEDUCT	\$ -
SALES TAX EXEMPT	\$ -
MATERIAL SUBTOTAL	\$ 2,681.29
TOTAL LABOR ADD (70.59 hr. x \$72.54)	\$ 5,120.60
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$ -
PROJECT MANAGER (2 hr. x \$89.50)	\$ 179.00
PROJECT COORDINATOR (1 hr. x \$55.57)	\$ 55.57
ESTIMATOR (1.5 hr. x \$89.50)	\$ 134.25
BIM/CAD	\$ -
LABOR SUBTOTAL	\$ 5,489.42
MATERIAL & LABOR SUBTOTAL	\$ 8,170.71
OTHER ITEMS:	
COORD./LAYOUT/AS-BUILTS (3 hr. x \$72.54)	\$ 181.35
EQUIPMENT	\$ -
RENTAL EQUIPMENT	\$ -
EXPENDABLE TOOLS (3% Mat.)	\$ 80.44
TOOLS/EQUIP. (5% Lab.)	\$ 274.47
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$ 245.12
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$ 184.20
SAFETY (2% Lab.)	\$ 109.79
TESTING/START-UP/CXM	\$ -
PERMITS/INSPECTIONS	\$ -
COREDRILLING	\$ 148.12
FREIGHT	\$ -
FUEL/TRAVEL	\$ -
TONER TRUCK DELIVERY	\$ -
STORAGE	\$ -
SHOP LABOR	\$ -
DRAWINGS/CAD PLOT/XEROX	\$ -
OTHER ITEMS SUBTOTAL	\$ 1,223.49
SUBTOTAL	\$ 9,394.20
OVERHEAD FEE (15%)	\$ 1,409.13
SUBCONTRACTOR	\$ -
OVERHEAD FEE (5%)	\$ -
INSURANCE	\$ 216.07
TOTAL	\$ 11,019.39

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



Change Request Summary

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

CHANGE REQUEST NO.: **CR-063**

DATE: December 17, 2018

SUBJECT: Added Components for Panic Alert System

PROPOSED CHANGE DESCRIPTION:

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

Labor and material to install additional wiring to provide individual reset and silence at the push buttons rather than the main controller for the panic alert system as discussed with CM and Owner.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$2,821.50
Total			\$2,821.50

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☐ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: *Mike Webb*

By: *William R. Haug III*

By: _____

Date: 12-17-18

Date: 12/18/18

Date: _____

cc: Field
File



DeVries 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 8, 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
< **Added Components and wiring for Panic Alert System** >

Jace:

Please see the enclosed change to make the changes indicated in owner review meeting to add additional components for controls and sequences per owner's instruction and install wiring as indicated.

Proposal includes the following

Labor and material to install additional wiring to provide individual reset and and silence at the push buttons rather than the main controller.

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	\$1,355.82
- Labor	8.00 hrs.

Quantity	Item Name
250'	18-6 Panic Control Cable
~	Revised Tape Switch Driver and Card
~	MISC. FASTNERS & TERMINATIONS



DeVries 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	\$	1,355.82
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	1,355.82
TOTAL LABOR ADD (8 hr. x \$72.54)	\$	580.32
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	179.00
PROJECT COORDINATOR (.5 hr. x \$55.57)	\$	27.79
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	831.86
MATERIAL & LABOR SUBTOTAL	\$	2,187.68
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	40.67
TOOLS/EQUIP. (5% Lab.)	\$	41.59
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	46.25
SAFETY (2% Lab.)	\$	16.64
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	217.70
SUBTOTAL	\$	2,405.37
OVERHEAD FEE (15%)	\$	360.81
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	55.32
TOTAL	\$	2,821.50

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



Change Request Summary

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

CHANGE REQUEST NO.: **CR-064**

DATE: December 17, 2018

SUBJECT: Added Conduit Boring

PROPOSED CHANGE DESCRIPTION:

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

Labor and materials to cover the added cost to bore across paved area to not disturb base subgrade and allow paving to proceed as indicated.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$2,796.73
Total			\$2,796.73

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☐ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other
By: <u><i>Mike Webb</i></u>	By: <u><i>William R. Hays III</i></u>	By: _____
Date: <u>12-17-18</u>	Date: <u>12/18/18</u>	Date: _____

cc: Field
File



DeVries 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 8, 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
< **Added Boring** >

Jace:

Please see the enclosed change to cover the added cost to bore across paved area to not disturb base subgrade and allow paving to proceed as indicated.

ADD/DEDUCT:

- Material	\$2,250.00
- Labor	0.00 hrs.

Quantity	Item Name
280'	Conduit Bore

TOTAL MATERIAL ADD	\$	2,250.00
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	2,250.00
TOTAL LABOR ADD (0 hr. x \$72.54)	\$	-
TOTAL LABOR DEDUCT (-0 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	89.50
PROJECT COORDINATOR (0 hr. x \$55.57)	\$	-
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	134.25
MATERIAL & LABOR SUBTOTAL	\$	2,384.25
OTHER ITEMS:		
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	-
SUBTOTAL	\$	2,384.25
OVERHEAD FEE (15%)	\$	357.64
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	54.84
TOTAL	\$	2,796.73

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.



DeVries Electric inc.

Electrical Designing & Contracting

ONE PROGRESSIVE DRIVE • P.O. BOX 260 • PELLA, IA 50219 • PH: 641/628-1416 • FAX: 641/628-1499

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



DeVries 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

December 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#056 <Landscaping Package changes>

Jace:

Please see the enclosed change request CR#056 – to provide and install wiring for a GFI circuit for the Irrigation Control Panel. Irrigation control panel provided and installed by others.

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

\$ 77.19

- Labor

12.78 hrs.

Quantity	Item Name
10	3/4 EMT
4	3/4 EMT CONN
1	3/4 EMT COUP
1	3/4 COMBO COUP
1	PVC GLUE CAN
40	3/4 PVC
2	3/4 PVC ELBOW
2	3/4 PVC MALE TERM
4	3/4 PVC COUP
1	4/S BOX
1	4/S RAISED COVER
3	3/4 EMT STRAP
1	GFI
170	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS

SUBCONTRACTORS:

- N/A

\$0.00



DeVries 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	\$	77.19
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	77.19
TOTAL LABOR ADD (12.78 hr. x \$72.54)	\$	927.06
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	89.50
PROJECT COORDINATOR (1 hr. x \$55.57)	\$	55.57
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	1,116.88
MATERIAL & LABOR SUBTOTAL	\$	1,194.07
OTHER ITEMS:		
COORD./LAYOUT/AS-BUILTS (.5 hr. x \$72.54)	\$	36.27
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	2.32
TOOLS/EQUIP. (5% Lab.)	\$	55.84
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	26.22
SAFETY (2% Lab.)	\$	22.34
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING		
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	142.98
SUBTOTAL	\$	1,337.06
OVERHEAD FEE (15%)	\$	200.56
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	30.75
TOTAL	\$	1,568.37

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

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR
CALIBER CONCRETE
AN INCREASE OF \$2526.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Caliber Concrete 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 \$702,480.89 is hereby accepted and approved.

Passed this 26th day of December 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. 03-1 Concrete Foundations & Flatwork					
Caliber Concrete					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 667,000.00
1	CR-006 - Lobby Footing Replacement	2/13/2018	1	\$ 21,770.39	
2	CR-002R - PR 002 Structural Changes to Gridline M.9	3/9/2018	2	\$ 1,915.00	
3	CCD-003 - Imported Sand for Exposed Burnished Concrete Slabs	6/14/2018	3	\$ 7,923.50	
4	CCD 012 Mobile Shelving Topping Slabs	10/9/2018	4	\$ 1,346.00	
	Net change by Fully Executed Change Orders				\$ 32,954.89
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 699,954.89
	Pending Changes				
	CR 054 PR #039 Training Room Floorboxes			\$ 2,526.00	
	New Contract Sum				\$ 702,480.89



Change Request Summary

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

CHANGE REQUEST NO.: **CR-054**

DATE: November 8, 2018

SUBJECT: PR #039 Training Room Floorboxes

PROPOSED CHANGE DESCRIPTION:

Caliber Concrete - [Bid Package No. 2-1]

1. Remove and replace slab on grade as necessary to install conduit and floor boxes. Refer to attached saw cut plan for approximate dimensions. Contractor to install rebar and vapor retarder as necessary. Contractor to field coordinate exact dimensions with electrical contractor.

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

1. Provide and install additional floor boxes, conduit, wiring, and accessories in Training Room C105 as shown on Supplemental Drawing E2.3k. Provide 6 additional 20/1 circuit breakers for panel LE3.

Provide all work in accordance with Change Request No. CR #054 dated October 19, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #037 from Prochaska & Associates.

- Supplemental Drawing E2.3k
- Saw Cut Plan

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$2,526.00
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$11,019.39
Total			\$13,545.39

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: Mike Welts

By: William R. Hays III

By: _____

Date: 11-8-18

Date: 11/21/18

Date: _____

cc: Field
File



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 #054
DATE: October 19, 2018
SUBJECT: PR #039 Training Room Floorboxes

CONTRACTOR:

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

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 Friday, November 02, 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.

Caliber Concrete - [Bid Package No. 2-1]

1. Remove and replace slab on grade as necessary to install conduit and floor boxes. Refer to attached saw cut plan for approximate dimensions. Contractor to install rebar and vapor retarder as necessary. Contractor to field coordinate exact dimensions with electrical contractor.

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

1. Provide and install additional floor boxes, conduit, wiring, and accessories in Training Room C105 as shown on Supplemental Drawing E2.3k. Provide 6 additional 20/1 circuit breakers for panel LE3.

Provide all work in accordance with Change Request No. CR #054 dated October 19, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #037 from Prochaska & Associates.

- Supplemental Drawing E2.3k
- Saw Cut Plan

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)	\$	<u>2006</u>
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$	<u>471</u>
Overhead and Profit - (15% max.)	\$	<u>2478</u>
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	\$	<u>4900</u>
GRAND TOTAL	\$	<u>2526</u>

Company: Caliber Concrete
 Signature: [Signature]

Date: 10/23/17
 Name: Jason Martin

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



PROPOSAL REQUEST

Planning • Architecture • Engineering • Interiors • Facility Management

PROJECT: Marshalltown Police & Fire Headquarters

PR: 039

Project No.: 160308

DATE ISSUED: 09/26/18

DATE REQUIRED: 10/10/18

A. Proposed Change

The attached documentation / description is a "Proposed Change" to the contracted Work. The CM/Contractor herein provides detailed cost and time 'breakdowns', to support this **(ADD) (DEDUCT) (CLARIFICATION)**. The Project Team is hereby notified of this proposed change. Unless otherwise directed, the CM/Contractor shall not stop work in progress or execute the proposed change prior to formal written acceptance. All costs (including re-work) and Contract time impacts are included in this Proposal.

B. Estimated Change

In order to expedite the Work and avoid escalating costs and/or delays, which could increasingly affect Contract Sum or Contract Time, this request is based on the 'field' estimate stated or attached herein, to accomplish the following **(ADD) (DEDUCT) (CLARIFICATION)** to the Work.

Proposed Change(s) herein as follows **(ADD) (DEDUCT) (CLARIFICATION)** to the Work:

1. **The Contractor(s)/Supplier(s) shall provide pricing for additional floor boxes in Training Room C105. Provide 6 additional 20/1 circuit breakers for panel 'LE3'. See attached Supplemental Drawing E2.3k.**

Upon approval/acceptance by the Owner, this PR is to be incorporated into a Change Order via AIA Document G701-2001, and once the CO is signed by the Owner then the CO is to be included into the CM's/Contractor's next Application and Certificate for Payment (AIA Document G702-2001).

CONTRACTORS RESPONSE **From: Contractor** **To: A/E**

A. In accordance with this PR, this CM/Contractor **proposes** to make changes to the Work as follows:

As an **(addition) (deduction) (no change)** of \$ _____ to the Contract Sum.

As an **(increase) (decrease) (no change)** of _____ days to the Contract Time.

B. In accordance with this PR, this CM/Contractor **estimates** the changes to the Work as follows:

As an **(addition) (deduction) (no change)** of \$ _____ to the Contract Sum.

As an **(increase) (decrease) (no change)** of _____ days to the Contract Time.

By: _____

Date: _____

A/E RECOMMENDATION **From: A/E** **To: Owner**

We have reviewed the CM's/Contractor's **(proposal) (estimate)** for the change described above and recommend your **(approval) (disapproval)** of the Contract Sum, and **(approval) (disapproval)** of Contract Time.

By: _____

Date: _____

OWNER'S ACTION **From: Owner** **To: A/E**

The CM/Contractor is **(authorized) (not authorized)** to proceed with the work and the contract adjustments are to be formalized in the next upcoming Change Order.

By: _____

Date: _____

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

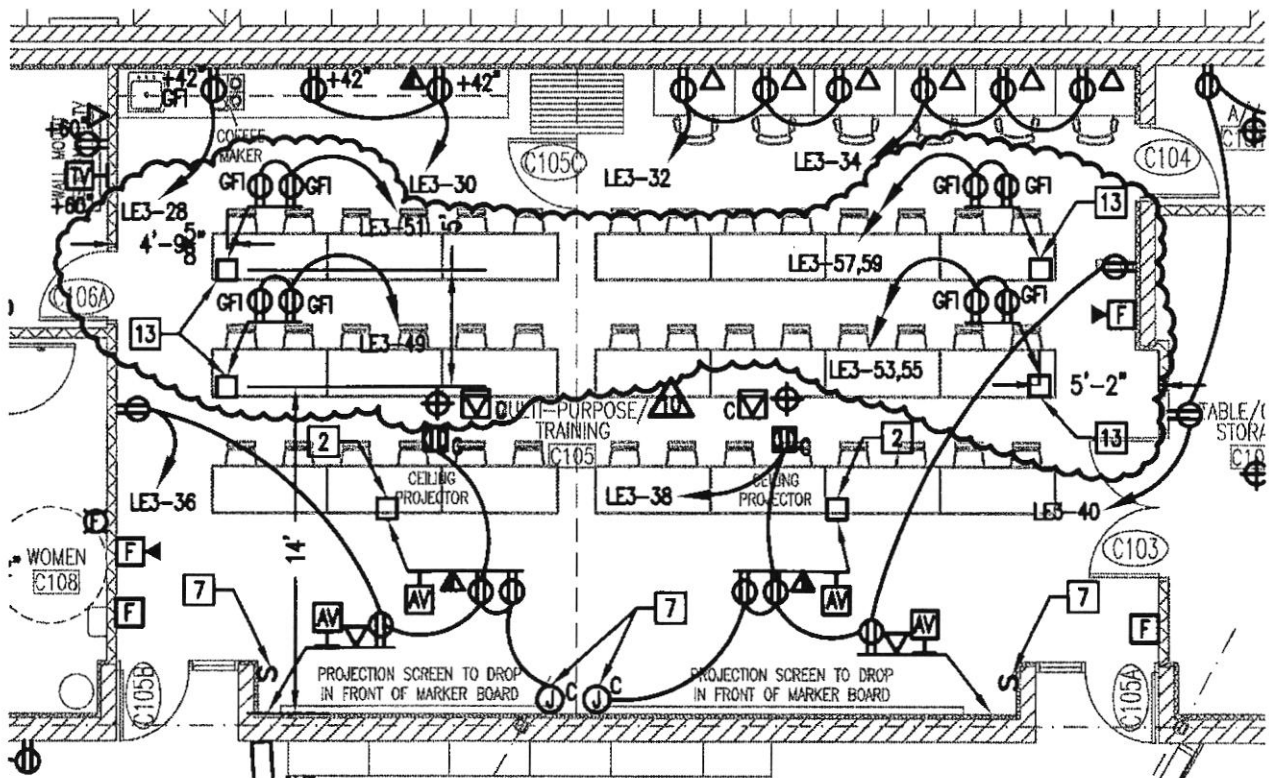
Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us



13 PROVIDE WALKER #880CS2-1 FLOOR BOX WITH #827TCAL-BK FLANGE,
TWO #828GFTTAL-BK ACTIVATION PLATES AND DEVICES INDICATED.



MAIN FLOOR POWER & SYSTEMS PLAN FIRE DEPARTMENT WING & LOBBY

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



PR 039

Date:
09/26/18
Project No.
160308

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: 402.334.0858 E-MAIL: mark@prochaska.us

Sheet:
E2.3k

** Dimensions are approximate. Contractor to field coordinate final dimensions with Electrical Contractor.



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



Date:
09/26/18
Project No.
160308

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:

E2.3k

	Labor	Material
Removal Saw	82	100
Remove concrete	1100	
Rebar	137	60
Vapor barrier	137	11
Place and finish	550	300
Sub total	2006	471
TOTAL	2477	

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 \$801.00

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 \$1,117,259.00 is hereby accepted and approved.

Passed this 26th day of December 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.					
		Change Order		Change Order	
CO #		Date	Change #	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	
6	CR 044 - ASE #14 & ASI #21 Floor Finish Changes	11/28/2018	6	\$ 14,650.00	
6	CCD 007 - Flat Strap Installation at Exterior Sheathing	11/28/2018	6	\$ 2,382.00	
6	CCD 017 - Fitness Room East Exterior Wall Furring	11/28/2018	6	\$ 1,816.00	
	Net change by Fully Executed Change Orders				\$ 24,108.00
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 1,116,458.00
	Pending Changes				
	CCD 13 Racom Entry Port			\$ 801.00	
	New Contract Sum				\$ 1,117,259.00



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-013

Date: August 27, 2018

To: BP 09-1 Hilsabeck Schacht; Jerry Atcheson, Monty Stegler

Subject: Racom Entry Port

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:

Modify the (8) 3" holes installed at the Racom Entry Port to fit (8) 4" conduits. Coordinate with the electrician to ensure proper fit and clearance.

Contractor:

BP 09-1 Hilsabeck Schacht

Reinstall holes for Racom Entry Port

Issued by Story Construction Co.

Authorized by:

Ethan Dix
Project Superintendent

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

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

014843

CHARGE TO STOREY CONST.

JOB NAME 7-02011
WORK DESCRIPTION REFRAME CONDUIT HOLES FOR 911 TOWER

LABOR

MATERIAL

APPROVAL FOR HSI

Date _____

LABOR 696

MATERIAL 105

TAX _____

TOTAL \$ 801

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 44 affordable units.

1. PURCHASE PRICE. The Purchase Price shall be Twenty-five Thousand Dollars (\$25,000.00) and the method of payment shall be as follows: \$2,500 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 January 1, 2019, 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

Dated_____, 2018

SELLERS

BUYERS

The City of Marshalltown

Cohen-Esrey Development Group, LLC

By_____ Mayor

By_____ Thomas L. Anderson, Authorized Agent

By_____ City Clerk

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

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 44 affordable units, with adequate parking on the site (the “Project”) and other adjoining sites BUYERS may have or may acquire.
2. BUYERS agree that it will use commercially reasonable efforts to apply for an allocation of Federal and State low income housing tax credits from the applicable State agency in an amount acceptable in BUYERS’ sole judgment (“LIHTC Tax Credits”). In the event BUYERS fail to receive LIHTC Tax Credits in an amount acceptable to BUYERS in BUYERS’ sole judgment, BUYERS shall have the right to terminate this Agreement, and have all payments made by BUYERS returned. In the event BUYERS receive LIHTC Tax Credits, BUYERS shall adhere to all schedules required by the applicable State agency as they relate to the commencement of construction and completion of the Project.

The City of Marshalltown

By: _____
Joel Greer, Mayor

By: _____
Shari Coughenour, City Clerk

Cohen-Esrey Development Group, LLC

By: _____
Thomas L. Anderson, Authorized
Agent

LANDOVER CORPORATION

331 Oak Hill Road, Suite A
Lake Barrington, Illinois 60010
t 847 550 8500 c 847 302-7575
www.landovercorp.com

October 31, 2018

Ms. Jessica Kinser, City Administrator
City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158

RE: REQUEST FOR PROPOSAL

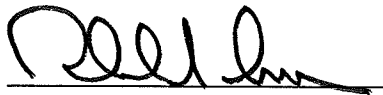
Dear Ms. Kinser,

Attached you will find our response to your REQUEST FOR PROPOSAL FOR THE PURCHASE AND USE OF 12 EAST STATE STREET, 20 EAST STATE STREET and 26 EAST STATE STREET.

Our intention is to combine the three city-owned properties with the properties at 28 East State Street and 106 North 1st Avenue and construct a fifty-two unit affordable apartment building with required parking on the combined site. The two privately owned properties are currently under contract with my firm.

Should our proposal be accepted we would ask the City Council to consider a Development Agreement which would provide for an annual rebate of ninety percent of incremental taxes for a ten year period.

Cordially,



Richard S. Sova, President

RESPONSE TO RFP FOR THE PURCHASE AND USE OF 12 EAST STATE, 20 EAST STATE & 26 EAST STATE

Overview of Organization

Purchaser shall be a joint venture of Landover Corporation and Flint Hills Holdings.

Landover Corporation
331 Oak Hill Road, Suite A
Lake Barrington, Illinois 60010
847-550-8500
Landovercorp.com
landovercorp@comcast.net

Landover Corporation is a corporation organized in the State of Illinois in 1988. The company has been in the business of land development, residential and commercial construction and has developed over \$110 million of property since inception. The company has one related company, Landover Realty Corporation. Most recently the firm has been focusing on Section 42 affordable housing projects and has completed five projects in Iowa with three other projects in the pre-development stage. The company has three full time employees. The company has a very strong financial statement and is currently pursuing several large mixed use developments in Iowa and Illinois.

Flint Hills Holdings
900 Delaware Street
Lawrence, Kansas 66044
785-371-9482
Flinthillsholdings.com
tony@flinthillsholdings.com

Flint Hills Holdings is a Limited Liability Company organized in the State of Kansas in 2014. The company and its predecessor have been in the business of developing affordable and historic residential properties and has completed twelve projects in the past ten years. The company is also in the property management business with more than \$60 million of property under management. The company has fifteen full time employees. The company has a strong financial position with more than \$1.5 million in net operating income annually. The firm is currently pursuing several affordable projects in Iowa and Kansas.

Use of Property

The joint venture intends to construct an affordable apartment project on the site. The project will require the acquisition of two privately owned properties (28 E. State St. and 106 N. 1st Ave.) with both properties currently under contract. Our preliminary site plan (attached) shows parking for sixty automobiles which is in excess of required parking for our project.

Intended Improvements

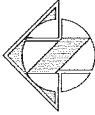
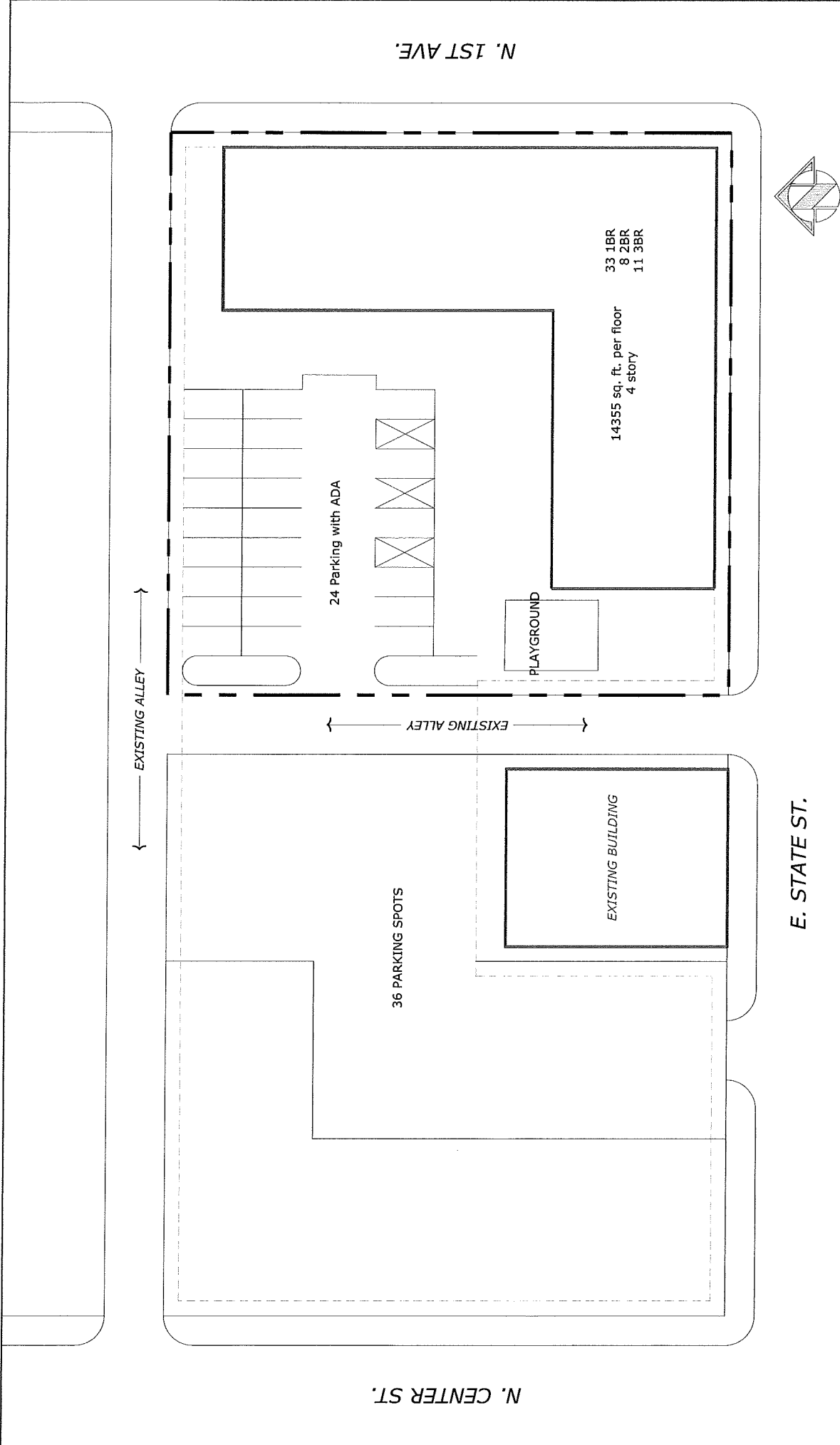
The proposed project is a fifty two unit, four story apartment building with thirty three one bedroom units, eight two bedroom units and eleven three bedroom units. The building will have a community room, fitness center and outdoor playground. The estimated cost of the improvements including parking is \$8.9 million.

Purchase Price

We are offering \$10,000 for the three city owned properties.

Contingencies

Our acquisition of the city owned properties is contingent on funding from the Iowa Finance Authority.



FLINT HILLS DEVELOPMENT
1412 W. 12TH ST.
KANSAS CITY, MO 64101

MARSHALLTOWN LOFTS
MARSHALLTOWN, IOWA

HANS THOMAS & ASSOCIATES
302 WEST COLUMBIA, KANSAS CITY, MO 64111
P 816.333.6857 F 816.333.6852

11.01.18

E. STATE ST.

N. CENTER ST.

N. 1ST AVE.

RESOLUTION_____

Authorizing Sale of City-Owned Property Located at 12, 20, and 26 East State 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 Landover Corporation for the purchase of real estate owned by the City located in the Urban Renewal Area at 12, 20, and 26 East State 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 Landover Corporation for the purchase of the Property for the amount of \$10,000.00, 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 Landover Corporation.

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

Passed and approved December 26, 2018.

Mayor

Attest:

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 12 East State Street, 20 East State Street, and 26 East State Street, Marshalltown, Iowa and legally described as:

The South 137 feet 11 inches of Lot 8 except the East 1 foot of the South 80 feet of Lot 8, and the North 100 feet of Lot 9, Block 3; and Lot 10, Block 3; and Lot 11, Block 3; all in the Original Plat of Marshall, Marshall County, Iowa.

(Parcel ID No's: 8418-26-454-021, and 8418-26-454-023, and 8418-26-454-024.)

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 52-unit affordable apartment building with required parking.

1. PURCHASE PRICE. The Purchase Price shall be \$10,000.00 and the method of payment shall be as follows: \$1,000.00 Dollars 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 with the balance of \$9,000.00 at closing, 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 all special assessments which are a lien on the Property

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. 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.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by 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 after 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 ____ hours prior to closing to assure that the premises are 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. Closing will occur no later than October 16, 2019.

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 will be preserved by the SELLERS, buildings currently existing will be removed by the SELLERS. 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 as bare lots.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It 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. 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. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

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.

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. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, 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. Seller represents and warrants to Buyer 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.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or January 1, 2019, 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 _____, 20__

Dated _____, 20__

SELLERS

BUYERS

The City of Marshalltown

Landover Corporation

by _____
Joel Greer, Mayor

by _____
Richard S. Sova, President

by _____
Shari Coughenour, City Clerk

Address: 331 Oak Hills Road, Suite A
Lake Barrington, IL 60010
Telephone: (847) 550-8500

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

Flint Hills Holdings

by _____
, President

ADDENDUM

1. This offer is contingent on funding from the Iowa Finance Authority.
2. This offer is also contingent upon a Development Agreement with the Seller to provide an annual rebate of 90% percent of incremental taxes for a period of 10 years.
3. Buyers intend to acquire this property in order to build a 52-unit affordable apartment building with required parking on the property and other adjoining sites which Buyers may have or may acquire.
4. Buyers agree that they will commence construction of the project by October 31, 2019, of and will complete construction within a period of by December 31, 2020.

The City of Marshalltown

by _____
Joel Greer, Mayor

by _____
Shari Coughenour, City Clerk

Landover Corporation

by _____
Richard S. Sova, President

Flint Hills Holdings

by _____
, President

RESOLUTION EXPRESSING INTENT TO CONSIDER A DEVELOPMENT AGREEMENT WITH LANDOVER CORPORATION FOR THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS

WHEREAS, the tornado on July 19, 2018, caused damage to multiple structures throughout the City, resulting in a loss of affordable rental housing units; and

WHEREAS, the Iowa Finance Authority set-aside an allocation for disaster recovery for Marshalltown in the 2019 Low Income Housing Tax Credit Program;

WHEREAS, Landover Corporation is proposing an affordable housing development utilizing the properties of 12, 20, 26 and 28 East State Street and 106 North 1st Avenue to construct up to 52 affordable units; and

WHEREAS, the project location is in Urban Renewal Area #4, with the proposed project being consistent with the stated projects for which the City could consider as listed in the Urban Renewal Plan for Area #4;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, a Development Agreement for the rebate of incremental taxes shall be considered should Landover Corporation receive an allocation of Low Income Housing Tax Credits; and

BE IT FURTHER RESOLVED, the terms of the agreement will be an annual rebate of ninety percent of incremental taxes for a ten year period, not-to-exceed \$350,000.

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

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION SETTING PUBLIC OFFICE HOURS FOR CITY HALL AND
CARNEGIE BUILDING COMPLEX**

WHEREAS the City Hall and Carnegie Building Complex houses several city departments, including Housing & Community Development, Engineering, Parks and Recreation, Finance, and Administration; and

WHEREAS the public office hours at City Hall and the Carnegie Building Complex are not consistent with other City office locations, nor are the hours consistent with the operational hours of Marshall County; and

WHEREAS to establish consistency of operations and operational efficiency and reduce public confusion, the Council finds the following to be in the best interest of the City of Marshalltown, Iowa.

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

1. Public Office hours for the City Hall and Carnegie Building complex are set for 8:30 am – 4:30 pm, Monday – Friday, starting January 1, 2019.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

24 N Center Street
Marshalltown, IA 50158

December 21, 2018

To: Mayor Joel Greer & Members of the City Council
From: Jessica Kinser, City Administrator
Re: City Hall hours

Policy Issue: City business operations

Recommendation: To change the hours for City Hall offices at 24 North Center Street and 36 North Center Street, effective January 1, 2019, to 8:30am – 4:30pm, Monday – Friday.

Background: The City Hall complex, 24 N Center Street and 36 N Center Street buildings are currently open to the public 8:30am – 5:00pm, Monday, through Friday, with the exception of the Park and Recreation Department, closing at 4:30pm. County offices close at 4:30pm and some of the public already believe we are not open after 4:30pm, resulting in extremely light to nonexistent phone and foot traffic after 4:30pm. Standardizing closing hours to 4:30pm will benefit operations and the community.

Staff kept track of public contacts after 4:30 PM between Monday, December 17th and Thursday, December 20th.

Department	Phone Calls	Walk-Ins
Clerk	0	1
Human Resources	0	0
Engineering	0	0
Housing & Community Development	3	3
Finance	0	0

A survey of six similar sized cities having a county seat showed three close to the public at 4:30 PM (Ottumwa, Clinton and Mason City), while Muscatine, Burlington and Fort Dodge close at 5 PM.

Budget Impact: Staff efficiency increases with the change to half hour lunch, as hourly staff covering public desks are fully staffed for 7 hours per day as opposed to 6 hours due to lunch staggering. Employees may either reduce their lunchtime to half an hour or work outside of the hours open to public.

Attachment: None

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: December 21, 2018
RE: Budget Guidance for FY19/FY20

As we have started the budget process, there are a number of items which we would like further Council direction on before proceeding with bringing forward parts of the budget in early January.

1. Building Maintenance Fund (031)

Please see the attached resolution which established the Building Maintenance Fund. The City's auditors have taken this resolution to mean that a fund balance of \$250,000 must be maintained at all times, which restricts the budgeting process.

RECOMMENDATION: Consider a resolution on January 14th, repealing any fund balance requirement for the Building Maintenance Fund- 031.

2. Coliseum Fund (050)

The activities of the Coliseum have been accounted for in fund 050, which is a sub-fund of the General Fund. History has shown that revenues (rental fees) have not been enough to keep up with the expenses of the building, which results in staff having to complete a transfer of funds from 001 General Fund to fund 050 in order to maintain a positive or zero balance. We searched past resolutions and ordinances and could not find any prior Council authority for this arrangement. An extra fund results in additional accounting and staff time to manage, while the Coliseum as a function of the General Fund would reduce the administrative time while still accounting separately for the revenues and expenditures associated with the building.

RECOMMENDATION: Consider a resolution on January 14th, to set up the Coliseum as a function in the General Fund and eliminate fund 050.

3. Cash Reserve Fund (010)

The Cash Reserve Fund has conflicting requirements in an ordinance versus the Cash Management Policy. The current ordinance is attached. Staff would like guidance on the threshold (20% in ordinance or 15% in policy) as well as direction on removing how the fund was established (no longer relevant) and the purpose for which the fund could be used. We just went through an emergency event where cash flow was not an issue and see that these funds above the percent threshold could be used for other purposes, like supporting the General Fund.

RECOMMENDATION: Set the funding level at 15% and rewrite the ordinance to allow funds above that level to be utilized for a purpose approved by the Council.

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



4. LOST Support of General Fund

In prior fiscal years, the 5% of Council-designated LOST was automatically placed in the General Fund. This changed last year when we removed 911 Communications from our budget and did not need a significant subsidy. Staff would like to have some direction from Council on the use of LOST in the General Fund, and if there is a percentage that is acceptable to include in the budget. We are estimating \$3 million in LOST to be received in fiscal year 2020, with 5% totaling \$150,000.

RECOMMENDATION: Authorize the General Fund Budget to be prepared with the 5% allocation, or \$150,000, from the total 22% Council-designated allocation.

5. Funding for a Fire Truck Purchase in FY21

The current CIP includes the refurbishing of the aerial fire truck in fiscal year 2021 which was estimated at \$425,000. With a more refined estimate from a company, the new estimate to refurbish is more than \$800,000, while the purchase of a new truck is approximately \$1.2 million. Last year, we had planned to make this purchase with funds from the Capital Improvement tax levy (fund 032); however it would be impossible to do so at the new cost estimate while still trying to fund capital needs for other departments.

RECOMMENDATION: To plan to borrow for the replacement of the fire truck in fiscal year 2021 (type of replacement to be determined).

6. Police/Fire Building Janitorial Position

The Police Department has a vacant part-time records position which they would like to convert to a janitorial position in the current fiscal year and in the future. This would not result in any additional expense to the City and would provide less expense for hired outside janitorial services to be provided at the new facility. This position would cover the PD and common areas, while the FD areas would be covered by staff.

RECOMMENDATION- Consider a resolution on January 14th to create a part-time janitorial position.

7. Façade Grant Dollars

The City has requested TIF dollars for the Downtown Façade Grant program for many years, not all of which has been spent in each year which has created a fund balance of \$73,990. The separate accounting for these dollars within the Urban Renewal Area #4 dollars and within the larger TIF Fund (125) creates additional accounting which could be eliminated by transferring the dollars to the MCBF for administration, with the requirement of a quarterly report on how the dollars are spent.

RECOMMENDATION: Consider an agreement with the MCBF on January 14th for the administration of the Façade Grant funds on-hand.

8. CVB Contract

The current contract with the CVB expires on June 30, 2019, and is currently funded at 67% of hotel/motel tax. The City is legally required to utilize 50% of hotel/motel tax for tourism purposes, meaning this is a contract that can be reduced.

RECOMMENDATION- Begin work on a 2 year contract with the CVB to step down the hotel/motel tax contributions to 60% in FY2020 and 50% in FY2021.

9. Solid Waste Fees

The City collects a solid waste fee on all utility bills. This fee is then used to pay our portion of the operating revenue to the Marshall County Landfill. We tend to collect more in revenue than we have in expense, so the fee not paid out to the Landfill has been used to pay for the City-wide Clean-up events (around \$2,000) as well as offset the clean-up charges paid from the nuisance abatement/code enforcement function (around \$13,000). We have a balance of \$478,745 as of 06/30/18 in the General Fund of solid waste fees which have not been allocated from past years, and would like the Council to formalize a connection between these fees and the Dangerous & Dilapidated Building Fund.

RECOMMENDATION: Consider a resolution on January 14th to authorize the transfer of Solid Waste Fee fund balance to Fund 355 (D&D) and to continue this practice with all un-budgeted/unspent Solid Waste Fees in future fiscal years.

10. Full-Time Transit Driver Position

The Transit Department has budgeted for 5 part-time drivers in recent years. The department currently has 2 part-time employees and has not hired a part-time employee in almost 3 years. Adding 1 full-time position and continuing to budget for 3 part-time employees will help offset overtime costs of approximately \$28,000 annually, as well as keep administrative staff from having to drive routes. This will also be a more attractive opportunity to applicants due to benefits.

RECOMMENDATION- Consider a resolution on January 14th to add a full-time driver position to the Transit budget for this current fiscal year.

2018-____

**RESOLUTION CONFIRMING APPOINTMENT OF _____ AS
MARSHALLTOWN PARKS AND RECREATION DIRECTOR**

WHEREAS the City Administrator of the City of Marshalltown has nominated ____
to serve as Parks and Recreation Director.

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

1. The appointment of ____ as Parks and Recreation Director for the City of
Marshalltown, Iowa, is hereby confirmed and ratified.
2. This appointment is conditioned upon passing the required physical
examination, background checks and signature of the attached memorandum
reducing to writing salary and terms of employment.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk