

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
MARCH 11, 2019, 5:30 PM

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Council Minutes, 2/25/2019, And Bill List \$1,279,243.22.

Documents:

[2019-03-11_BillList.pdf](#)

[2019-02-25_Council-minutes.pdf](#)

2. Approve January 2019 Monthly Financial Statements

Documents:

[January 2019 Financials Memo.pdf](#)

[January 2019 Financial Statements.pdf](#)

3. RESOLUTION 2019-038 APPROVING A CONTRACT FOR TRANSIT ADVERTISING BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MIDWEST TRUCK ADVERTISING LLC.

Documents:

[Midwest Truck Advertising Contract Iowa DOT.pdf](#)

[IFBBusAdvertising.pdf](#)
[Transit advertising.pdf](#)
[Transit Advertising Agreement MMT \(1\).pdf](#)

4. Approve Transfer Of Liquor License For Jake's Game Room, From 207 E Main St To 918 N 4th Avenue, With Renewal.

G. **RESOLUTIONS**

1. Resolution 2019-039 To Approve Facade Application For 216-218 E. Main Street, Foster & Urbanowski

Jenny Etter will present

Documents:

[Resolution to Approve Facade Application for 216-218 E Main Street.pdf](#)
[Incentive Grant Committee Memo.pdf](#)
[Facade application 216-218 E. Main Street.pdf](#)
[Facade Grant Listing Through Feb 2019.pdf](#)

2. Resolution 2019-040 To Approve Facade Application For 14 E Main Street, Clapsaddle Garber Associates.

Presented by Jenny Etter MCB

Documents:

[Resolution to Approve Facade Application for 14 E Main Street.pdf](#)
[Incentive Grant Committee Memo.pdf](#)
[Facade application 14 E. Main Street.pdf](#)

3. RESOLUTION 2019-041 ALLOCATING \$55,000 OF FUNDING TO PUBLIC ART AT THE POLICE AND FIRE BUILDING

Documents:

[Res for Public Art at Police.Fire Building.pdf](#)

4. RESOLUTION 2019-042 APPROVING FEES CHARGED BY THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF MARSHALLTOWN, IOWA FOR PARK SHELTER RENTALS AND AQUATIC CENTER FEES

Documents:

[03-11-2019_Memo on Resolution to increase Parks and Recreation Fees.pdf](#)
[03-11-2019_2019- Resolution to set Shelter Rental and Aquatic Center Fees.pdf](#)

5. RESOLUTION 2019-051 AUTHORIZING THE CITY OF MARSHALLTOWN PARKS & RECREATION DEPARTMENT TO ENTER INTO AN AGREEMENT TO RENT THE PLEASANT HILLS POOL AT 909 SOUTH 12TH STREET FOR SWIMMING LESSONS

THROUGHOUT THE 2019 CALENDAR YEAR

Documents:

[03-11-2019_Memo on Resolution for Pleasant Hills Pool Use Agreement.pdf](#)
[2019 Pleasant Hill Pool Use Agreement.pdf](#)
[03-11-2019_2019- Resolution to Authorize use of Pleasant Hills swimming pool.pdf](#)

6. Public Hearing And Resolution 2019-049 To Adopt Budget And Certify Taxes For FY20

Documents:

[Resolution to Adopt Budget and Certify Taxes for FY20.pdf](#)
[FY20 Budget Memo to Adopt Budget Ver 2.pdf](#)
[FY20CityBudget.pdf](#)

7. Public Hearing And Resolution 2019-050 To Approve Capital Improvement Plan For FY19 To FY23

Documents:

[Resolution to Approve Capital Improvement Plan for FY19 to FY23.pdf](#)
[Budget Memo for Approval of CIP FY19-FY23.pdf](#)
[5 Year Capital Improvement Plan.pdf](#)

8. Public Safety Building Change Orders:

1. RESOLUTION 2019-043 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$2,513.00

Documents:

[Hilsabek CO.pdf](#)
[HILSABECK02282019114456_001.pdf](#)

2. RESOLUTION 2019-044 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC. AN INCREASE OF \$2856.00

Documents:

[Allied Construction Services.pdf](#)
[ALLIED MAR03062019154208_001.pdf](#)

3. RESOLUTION 2019-045 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

\$918.00

Documents:

[TONY MAR03062019154653_001.pdf](#)
[Tonys Plumbing \(2\).pdf](#)

4. RESOLUTION 2019-046 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$522.04

Documents:

[Devries CO.pdf](#)
[DEVRIES MAR03062019155202_001.pdf](#)

5. RESOLUTION 2019-047 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$15893.87

Documents:

[Garling CO.pdf](#)
[GARLING02282019113038_001.pdf](#)
[My GARLING02282019113156_001.pdf](#)

6. RESOLUTION 2019-048 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS, CURTAINWALLS & GLAZING FOR FORMAN FORD AN INCREASE OF \$6,315.00

Documents:

[Forman Ford CO.pdf](#)
[FORMAN FORD02282019113947_001.pdf](#)

H. ORDINANCES

1. ORDINANCE #14980 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 29 TABLE OF PERMITTED AND SPECIAL USES FOR COMMERCIAL & INDUSTRIAL DISTRICTS, SECOND READING
Ordinance 14980 was revised based on the 2/25/19 amendment.

Documents:

[14980_ORD RC_Table of Uses_2019_REVISED_1.pdf](#)

2. ORDINANCE #14981 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 19 TN TRADITIONAL NEIGHBORHOOD DISTRICT AND

REZONING THE PROPERTIES AT 108, 110, 112, AND 114 N 3RD AVENUE IN MARSHALLTOWN FROM R-4 MEDIUM DENSITY RESIDENTIAL TO TRADITIONAL NEIGHBORHOOD, SECOND READING

Documents:

[14981_ORD_Chapter-19 TN-Traditional-Neighborhood-District_Rezoning.pdf](#)

I. DISCUSSION

1. Request For \$3,000 Contribution To The 4th Of July Fireworks

J. PUBLIC COMMENT

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

K. CLOSED SESSION - PENDING LITIGATION

Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. 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.

Motion following closed session directing staff to proceed as discussed during closed session.

L. 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

BILL LIST – MARCH 11, 2019

Payroll/1	273,968.57
Advertising	
Great.Wstrn.Bnk/2	420.00
T-R/11	1,543.31
Buildings/Improvements	
DeVries.Electri/1	191,458.95
Garling.Constr/1	31,638.80
Heartland.Finsh/1	17,615.25
Hilsabeck.Schac/1	9,002.20
Story.Constr/1	40,959.90
TONYS.PLUMB/1	29,477.26
Consulting & Professional Fees	
AHLERS.COONEY/1	247.50
Bernie.Lowe/2	118.17
Bernie.Lowe.Asc/1	336.16
CGA.Assoc/3	2,286.65
Great.Wstrn.Bnk/1	25.00
Independent.Ins/1	1,711.00
Iowa.One.Call/2	108.20
IVCCD/1	1,875.00
Lynch.Dallas.PC/13	18,715.00
Olsson/1	427.50
S.E.H.Inc./1	36,000.00
Stanley.Consult/1	2,790.00
Contracts	
AdvInsRadonLLC/2	1,855.00
Aramark.Unfrm/5	131.56
ARL/1	4,333.33
BDH/8	5,925.50
Fisher.Comm.Ctr/1	6,396.66
Friends.Library/1	179.00
Great.Wstrn.Bnk/2	309.00
HANSEN,J/3	617.00
Hoglund.Bus/1	113,796.00
Ia.Dept.Justice/1	163.20
IVCCD/2	20,809.98
Koch.Office/1	32.93
Marsh.Co.Landfi/1	39.60
Marsh.Co.Treas/1	46,502.48
Marshall.Co.Att/1	163.20
Marshall.Co.Aud/1	2,500.00
MCGRATH.CHRYSLR/127	127,038.00
MMIT.INC/1	131.62
Mtwn.Aviation/1	642.00
NFCO.LLC/1	2,200.00
Premier.Equip/1	41.40
Region.6.Planng/1	776.00
RICOH.USA.INC/4	71.26
Safety-Kleen/2	170.00
Servicemaster/1	1,000.00
Stone.Sanit/6	1,194.10
Tyler.Technolog/3	4,550.00
Wood.Graphics/2	1,530.00
Xerox.Corp/1	48.19
Debt Service	
CRBT/2	8,707.57
Equipment	
BDH/2	7,515.06
Library Books	
Great.Wstrn.Bnk/35	2,651.25
Medical	

Bernie.Lowe/2	740.30
HARTFORD.ACCTS/1	6,565.40
Medtrak.Service/2	494.84
Wellmark.Inc./1	8,019.14
Payroll.Deductions	
American.Educa./1	64.41
AXA/1	425.00
Collection.Svs./5	1,391.56
Colonial.Life/1	522.21
Fidelity.Securi/2	402.96
Great.Wstrn.Bnk/1	19.49
I.R.S./6	75,556.50
IA.Treasurer/3	17,036.00
ICMA.457/11	10,223.30
IUPAT.PPME/1	880.53
Meskwaki Nation/1	300.34
Teamsters238/2	1,664.08
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/9	9,026.45
Refund/Reimbursed	
Eibs,J/1	20.00
GOODING.B/1	785.31
Meraz,V/1	25.00
Ramirez,E/1	105.00
Rents/Leases	
GarwinTrust/1	86.00
Ackley.Housing/10	1,739.00
ALCALA,R/1	194.00
AMES,STEVEN/20	5,120.00
Arlington.Inves/1	277.00
Barnes,L/1	275.00
BJ&J.LLC/2	379.00
BLOOD,A/1	529.00
Borota,K/1	347.00
BOULDER.COOP.HS/1	289.00
Brodin,C/1	182.00
BROWN,B/1	47.00
Brown,WS/1	460.00
Carbajal,S/1	322.00
Chadderdon,A/1	322.00
Charlier,Q/1	148.00
CHOATE,A/2	400.00
CIRSI/6	745.00
CLAWSON,J/2	352.00
CMHC.INVEST/1	294.00
Crosser,D/1	216.00
CROSSER,R/1	132.00
Eakin,R/1	236.00
ECKLOR,S/3	788.00
Elwayne.Inc./3	1,048.00
Etter, W/1	482.00
Farrell.Propert/7	2,034.00
FISCHELS,R/2	392.00
Frese.Propts/3	893.00
FRIEND,T/1	244.00
Friendly.Valley/3	388.00
Gonzales,G/1	331.00
Grant.Park.LLC/21	4,483.00
Gray,D/1	251.00
Hala,J/5	1,988.00
HARRIS,T/1	324.00

BILL LIST – MARCH 11, 2019

Hatch,J/1	475.00	Aponte,M/1	27.00
Hatch,R/2	777.00	Arnold.Motor.Su/3	55.86
HAVELKA,B/1	500.00	Bens.Tire/1	100.00
HESSENIUS,R/2	724.00	Brant,B/1	4.00
Hilltop.Village/7	1,143.00	Century.Link/79	1,480.00
HOULIHAN,D/1	11.00	Devig,T/12	3,228.95
HOVERSTEN,R/1	900.00	Great.Wstrn.Bnk/37	7,455.69
Hsg.Auth.CookCo/1	632.00	Hardin.Co. Recr/1	21.00
Hsg.Auth.Joliet/2	2,489.00	Hsg.Auth.CookCo/1	34.58
Hsg.St.Cloud/1	1,117.00	Hsg.Auth.Joliet/1	72.62
HUBBARD.MAPLE/2	370.00	Hsg.St.Cloud/1	37.08
Jared,S/2	413.00	IA.Auditor/1	850.00
JB.I.COOP.Assn/3	656.00	Independent.Ins/1	5,000.00
Judge,M/10	3,153.00	JOHNSON,C/1	46.00
Landherr,J/1	415.00	KROENER,L/1	50.00
LAWSON,R/2	346.00	LISKOWIAK,M/1	695.00
Lawthers.Prop.M/2	1,035.00	Marshall.Co.Aud/4	43.00
LL.Enterprises/1	217.00	McAtee.Tire/8	377.00
Lodge.Ind/1	483.00	Moran-Million,J/1	25.00
LUENSE,B/3	949.00	Mtwn.Aviation/2	4,200.88
MATNEY,L/1	264.00	Mtwn.Wtrwrks/3	8,781.38
Mtwn/Westown/16	3,519.00	ONE.SOURCE/2	30.00
MURPHY,P/1	184.00	Racom.Corp/1	2,100.00
Natl.Mngmt.Corp/2	823.00	Scroggins,J/1	100.00
NAUGHTON,R/1	825.00	US CELLULAR/1	260.98
North.Tama.Hsg/3	470.00	WICKHAM,M/1	80.00
Oakland.Prop/1	115.00	Ziegler/1	959.07
Oetker,D/3	578.00	Supplies/Parts	
Palisade.Holdng/1	208.00	AdvInsRadonLLC/2	735.00
Park.Elms,LLC/4	1,025.00	Allied.Systems/1	655.95
Polley,M/1	795.00	Arnold.Motor.Su/28	1,906.39
Premier.RE.Mgmt/2	896.00	BDH/1	941.94
PYLE,D/2	552.00	Browns.Shoe.Fit/1	157.50
R.E.P.Corp/1	268.00	Cessford.Constr/2	408.90
RA.Rental.Prop/1	364.00	City.Laundering/16	911.56
RD.Toledo,LLP/1	536.00	Cntrl.IA.Distr/2	176.60
Reed,T/10	3,420.00	Cntrl.IA.Machin/1	8.98
River.Birch/3	1,313.00	DJ.Gongol.Assoc/1	287.88
River.Oaks/6	1,467.00	Engineered.Equi/2	7,987.86
S.E.Invst/2	606.00	Fastenal.Co/1	46.10
SanchesGalleg,J/1	471.00	FBINAA/1	125.00
Schmidt,M/1	241.00	Galls.LLC/6	1,155.89
SCOTT,L/1	384.00	Gillig.LLC/4	1,387.67
SESKER,R/1	192.00	Great.Wstrn.Bnk/166	19,645.94
Specht,G/1	468.00	Hawkeye.Truck/1	232.20
Squire,B/1	234.00	Hoglund.Bus/2	790.00
Steelsmith,G/5	819.00	Keystone.Lab/1	90.00
Sunrise.Apt/2	160.00	Kriss.Premium/1	100.00
Switzer,T/1	187.00	McAtee.Tire/5	3,010.45
Tallcorn.Tower/17	4,457.00	Menards/5	302.00
TAYLOR,M/1	211.00	Midland.Scienti/6	1,156.07
Titus,T/1	314.00	Midwest.Safety./1	375.78
TOWN.APARTMENT/4	451.00	Minuteman/1	30.00
TREVRON,LLC/1	332.00	Mtwn.Aviation/1	105.07
Troutner,T/1	172.00	N.I.A.C.C./1	79.00
TT.C.Coop.Hsg/3	757.00	Napa.Auto/10	450.83
VEST,L/1	329.00	Nutrien.Ag.Sol/8	3,434.22
WARREN,C/1	222.00	Office.Express/2	913.50
Weatherly.Erin/2	640.00	Ohalloran.Inter/3	787.35
Welter,T/1	550.00	OPTICAL.CENTER/1	25.00
ZMOLEK,M/1	263.00	Oreilly.Automot/1	26.31
Service/Repairs		Products.Inc./1	1,610.00

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Quality.Srvcs.C/1	75.85
Racom.Corp/2	8,270.58
Sign.Creations/1	3.50
Storey.Kenwrthy/1	36.80
Terminal.Supply/1	108.92
Vajgrt.R/1	80.00
Van.Meter.Inc/1	575.77
Watchguard.Vide/1	42.00
Witmer.Public.S/2	178.58
Travel/Training	
Baldazo,A/1	165.04
Great.Wstrn.Bnk/7	914.04
Siegert,B/1	23.30
Utilities	
AlliantEnergy/51	47,075.14
Great.Wstrn.Bnk/2	43.22
I.R.U.A./1	148.92
Mtwn.Wtrwrks/1	77.00
WoodRiver.Enrgy/2	4,362.83
Total/998	1,279,243.22

Council Proceedings
February 25, 2019

Mayor Greer called the meeting to order at 5:30 PM, February 25, 2019, 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. City Administrator thanked the participants of the Downtown Master Plan Charrette event. Martin appreciates the many volunteers serving on committees.

CONSENT AGENDA:

Isom moved to adopt the consent agenda: Approve Council Minutes, 2/11/2019, And Bill List \$883,822.66; Receipt Of Building Permit Report, January 2019; Approve December Financial Statements; RESOLUTION 2019-029 APPROVING 28E AGREEMENT WITH MARSHALL COUNTY FOR COLLECTION OF PARKING TICKETS; RESOLUTION 2019-030 AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT APPLICATION, CONTRACT PERIOD OCTOBER 1, 2019 - SEPTEMBER 30, 2020; RESOLUTION 2019-034 AUTHORIZING THE REPAIR OF COMPRESSOR #2 FOR THE WPCP DEPARTMENT, FROM GARDNER DENVER NASH LLC FOR THE PRICE OF \$63,174.40; RESOLUTION 2019-035 ADOPTING THE 2019-2020 STRATEGIC PLAN; Approve Alcohol License Renewals - April Renewals Kwik Star #706, Depot Liquor and Grocery, Hy Vee Food & Drugstore, American Legion, Frank Lewis Glick Post #46, Friends of the Orpheum Theater, Grocery Store y Tortilleria La Vecindad, Golden Land, Smokin G's BBQ Restaurant and Catering, Casey's General Store #1441, La Carreta Mexican Grill; second by Cahill. Motion carried 7-0.

MOTIONS

Wirin moved to approve New Liquor Licenses, Pending Final Fire Inspection for Casey's General Store #1303, rebuilt after tornado, N 3rd Avenue and Marshalltown Speedway, six month "renewal" no site or ownership, second by Isom. Motion carried 7-0.

RESOLUTIONS

Lamar moved to adopt RESOLUTION 2019-031 AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO IOWA COMMUNITIES ASSURANCE POOL (ICAP) TO ASSIST WITH COSTS ASSOCIATED WITH POLICE POLICY AND DEVELOPMENT EXPENSES AND AUTHORIZING THE CITY OF MARSHALLTOWN TO EXECUTE ALL NECESSARY DOCUMENTS AND AGREEMENTS FOR POLICE POLICY REVIEW AND DEVELOPMENT SERVICES WITH LEXIPOL, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2019-032 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE HIGH STREET DRAINAGE IMPROVEMENT PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. BLD17001 IN THE AMOUNT OF \$1,749,100.80, second by Isom. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-033 APPROVING AN AMENDMENT TO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BOLTON & MENK, INC. PROJECT BLD17001 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$167,700.00, second by Wirin. Resolution adopted 6-1, Lamer dissented.

Cahill moved to adopt RESOLUTION 2019-036 APPROVE PROPOSED BUDGET FY2020 FOR OPERATIONS & SET PUBLIC HEARING DATE, second by Wirin. Resolution adopted 7-0.

Martin moved to adopt RESOLUTION 2019-037 APPROVE CIP PROPOSED BUDGET FY2020 AND SET PUBLIC HEARING DATE, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Lamer moved to adopt the first reading of ORDINANCE #14980 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 29 TABLE OF PERMITTED AND SPECIAL USES FOR COMMERCIAL & INDUSTRIAL DISTRICTS, second by Wirin. Lamer moved to amend the Ordinance to allow "not more than two exterior accessed storage buildings" second by Hoop. Amendment carried 4-3, Isom, Martin and Wirin dissenting. First reading adopted 7-0.

Hoop moved to adopt the first reading of ORDINANCE #14981 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 19 TN TRADITIONAL NEIGHBORHOOD DISTRICT AND REZONING THE PROPERTIES AT 108, 110, 112, AND 114 N 3RD AVENUE IN MARSHALLTOWN FROM R-4 MEDIUM DENSITY RESIDENTIAL TO TRADITIONAL NEIGHBORHOOD, second by Martin. First reading adopted 7-0.

DISCUSSION

Finance Director Steiner stated the Police and Fire building is on budget, with \$1,322,571 not yet spent or committed.

Cahill moved to have staff prepare a Resolution for consideration at the next meeting to allocate funds for public art at the Police and Fire building, second by Gowdy. Motion carried 6-1, Lamer dissenting.

The council discussed compost bags, and the consensus of the council was to discontinue printing of compost bags and allow plain bags.

PUBLIC COMMENT:

There were no public comments.

CLOSED SESSION:

At 7:03 PM, Lamer moved to enter into Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. 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 Martin. Motion carried 7-0.

At 7:56 PM, Cahill moved to enter into Open session, second by Isom. Motion carried 7-0.

Hoop moved to not got to trial, second by Gowdy. Motion failed, 3-4, Wirin, Cahill, Isom and Martin dissenting.

ADJOURNED:

Meeting adjourned at 7:59 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

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

FINANCE DEPARTMENT

March 6, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: January Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the January 2019 monthly financial statements.

Background: The Finance department has prepared and reconciled the January 2019 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/18, the year-to-date revenues and expenses for 7 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

*The Police & Fire Building expenses in fund 354 were \$804,165.

*Tornado related expenses in funds 145, 146, 147, 751 were \$146,414 and revenues were \$774,772.

Budget Impact: N/A

Attachment: January 2019 Financial Statements

cc: Jessica Kinser, City Administrator

MARSHALLTOWN

IOWA

FUND BALANCE REPORT AS OF 01/31/19

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,556,085.70	8,056,096.16	8,678,664.46	933,517.40
010 - CASH FLOW RESERVE FUND	2,086,100.92	180,447.94	-	2,266,548.86
030 - CAPITAL RESERVE	224,801.61	369,260.09	570,643.03	23,418.67
031 - CAPITAL RSRV-BLDG MAINT	440,029.28	5,058.84	158,174.65	286,913.47
032 - CIP LARGE VEHICLE/EQUIPMENT	106,000.00	106,000.00	-	212,000.00
050 - COLISEUM ACTIVITY FUND	-	-	-	-
110 - ROAD USE TAX	4,534,210.54	2,248,377.12	1,071,467.23	5,711,120.43
112 - EMPLOYEE BENEFITS FUND	2,443,812.88	1,413,061.15	1,164,507.29	2,692,366.74
117 - POLICE/FIRE RETIREMENT	423,994.86	668,109.61	558,206.61	533,897.86
119 - EMERGENCY FUND	-	126,780.44	125,681.70	1,098.74
121 - LOCAL OPTION SALES TAX	4,084,222.31	1,987,855.28	1,543,019.29	4,529,058.30
125 - TAX INCREMENT FINANCING	500,738.78	504,473.57	275,936.72	729,275.63
130 - CITY TORT LIABILITY	71,645.60	32,285.68	11,530.78	92,400.50
132 - GRANTS-STATE/LOCAL AGENCIES	(5,261.13)	175,537.76	53,802.00	116,474.63
140 - PARK & REC DONATION FUND	67,724.68	16,759.67	9,969.61	74,514.74
141 - MTOWN TENNIS ASSOC	1,685.91	19.91	-	1,705.82
142 - SOFTBALL ASSOCIATION FUND	1,020.65	8,231.01	11,926.00	(2,674.34)
144 - LIVE HEALTHY IOWA	1,434.31	13.31	309.76	1,137.86
145 - TORNADO GENERAL	-	2,852,929.04	2,129,846.55	723,082.49
146 - FEMA VALOR	-	-	49,062.09	(49,062.09)
147 - FEMA DEMO	-	10,000.00	67,898.44	(57,898.44)
150 - COPS FAST GRANTS	(3,749.78)	24,924.86	39,214.34	(18,039.26)
151 - DEPT OF JUSTICE GRANTS	(685.68)	23,205.50	22,172.22	347.60
152 - POLICE UNDESIGNATED GRANTS	(3,264.76)	35,780.28	64,508.68	(31,993.16)
153 - POLICE DEPT DONATION FUND	151,172.19	56,313.27	114,520.67	92,964.79
156 - FIRE DEPT DONATION FUND	16,896.39	197.12	10,047.22	7,046.29
157 - FIRE DEPT GRANTS	4,608.45	54.58	-	4,663.03
160 - ECONOMIC DEVELOPMENT GIFT	50,000.17	592.17	-	50,592.34
161 - SURETY DEPOSITS/SUBDIVIDER	10,431.31	123.54	-	10,554.85
170 - LIBRARY DONATION FUND	97,429.97	20,841.57	17,328.29	100,943.25
177 - SEIZED ASSETS (POLICE)	40,445.23	14,651.04	9,748.09	45,348.18
179 - OTHER COMM AND ECON DEVELOPMENT	155,352.52	11,851.69	38,098.94	129,105.27
180 - HOUSING GRANTS	16,123.55	10,042.70	-	26,166.25
183 - FY 08 EDI (ECON DEV INCENTIVE)	(12,189.25)	-	640.00	(12,829.25)
184 - VOUCHERS - 002, 003	83,916.62	802,055.79	756,294.05	129,678.36
190 - 911 SURCHARGE	464.27	47,035.11	996.90	46,502.48
200 - GO BONDS DEBT FUND	86,909.39	1,722,305.27	415,485.50	1,393,729.16

300 - CIP COLLECTION FUND	169,223.58	318,958.17	345,286.29	142,895.46
310 - FEDERAL STREET GRANTS	(66,984.26)	92,578.80	25,594.54	-
311 - RISE STREET GRANTS	(98,178.29)	98,178.29	-	-
312 - AIRPORT PROJECT FUND	(123,355.17)	124,986.90	23,767.15	(22,135.42)
320 - SPECIAL ASSESSMENT PROJECTS	(38,528.95)	13,172.00	-	(25,356.95)
340 - BIKE PATH PROJECT FUND	(225,706.49)	60,901.42	259,241.12	(424,046.19)
341 - TREES FOREVER PROJECT	2,196.27	5,316.54	2,927.50	4,585.31
350 - GO BONDS CAPITAL PROJECTS	8,498.01	100.65	-	8,598.66
354 - POLICE & FIRE STATIONS	11,912,130.55	138,497.37	6,942,091.92	5,108,536.00
355 - 2015 GO BONDS (D&D)	112,035.15	485,048.46	650.00	596,433.61
356 - 2016 BONDS - STREET PROJECTS	-	12,532.40	12,532.40	-
357 - 2018 CY STREET PROJECTS	(14.91)	-	5,000.00	(5,014.91)
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	-	2,434,059.78	66,585.00	2,367,474.78
383 - COLISEUM REMODEL	-	359,532.68	12,432.00	347,100.68
392 - TIF DISTRICT III CAP PROJECTS	(8,017.10)	-	2,558.75	(10,575.85)
393 - TIF DISTRICT IV CAP PROJECTS	-	-	6,550.00	(6,550.00)
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	35.95	88,517.00	(88,481.05)
610 - WATER POLLUTION CONTROL	5,778.00	1,998,607.10	2,001,288.16	3,096.94
611 - WPCP REVENUE	10,296,770.66	4,993,667.21	1,992,757.63	13,297,680.24
612 - WPCP REVENUE BOND FUND	(31.52)	-	-	(31.52)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,020,098.91	12,081.62	-	1,032,180.53
615 - WPCP PLANT & IMPROVEMENTS	-	-	150.00	(150.00)
616 - SANITARY SEWER REHAB PROJECT	-	-	63,623.66	(63,623.66)
617 - SANITARY SEWER NEW CONSTRUCTN	89,981.26	2,303.25	-	92,284.51
618 - TORNADO-WPCP	-	-	4,402.42	(4,402.42)
690 - TRANSIT OPERATING	126,125.70	690,910.20	786,225.65	30,810.25
740 - STORM SEWER UTILITY	1,891,776.85	818,342.58	276,844.15	2,433,275.28
741 - 2016 GO STORM WATER PROJ	1,561,196.20	19,531.26	134,952.27	1,445,775.19
742 - TORNADO - STORM/SEWER	-	-	4,140.06	(4,140.06)
750 - COMPOSTING FACILITY	181,573.75	34,350.33	38,453.66	177,470.42
751 - TORNADO - COMPOST	-	-	463,058.08	(463,058.08)
760 - P&R CONCESSIONS ENTERPRISE	(13,460.81)	21,365.73	28,349.10	(20,444.18)
881 - OCCUPATIONAL INSURANCE ESCROW	84,635.27	77,754.38	119,644.66	42,744.99
884 - GROUP HEALTH INSURANCE ESCROW	2,369,657.85	1,653,967.01	1,826,509.16	2,197,115.70
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,367.51	440.94	435.14	37,373.31
910 - POLICE PENSION - T & A	-	5,602.50	6,387.81	(785.31)
913 - 911 COMMISION	(26,445.05)	488,701.62	610,246.87	(147,990.30)
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	(2,113.56)	2,227.68	3,958.74	(3,844.62)
952 - SURETY BONDS/DEPOSITS	2,018.60	462.12	-	2,480.72
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
954 - FRIENDS OF THE LIBRARY	-	-	-	-
955 - WATER WORKS ASSESSMENTS	-	-	-	-
991 - GOVERNMENTAL ASSETS	-	-	-	-
	46,515,307.17	36,495,486.01	34,124,862.00	48,885,931.18

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - US Bank Acct			
999.0110.000	CASH US BANK	37,997.58	0.00
	Total BalObject: 0110 - US Bank Acct:	37,997.58	
BalObject: 0111 - UB&T Operating			
999.0111.000	UB&T Operating	10,987,828.70	2.76
	Total BalObject: 0111 - UB&T Operating:	10,987,828.70	
BalObject: 0112 - UB&T AP			
999.0112.000	UB&T AP	11,836.25	2.76
	Total BalObject: 0112 - UB&T AP:	11,836.25	
BalObject: 0113 - UB&T Payroll			
999.0113.000	UB&T Payroll	41,146.54	2.76
	Total BalObject: 0113 - UB&T Payroll:	41,146.54	
BalObject: 0114 - UB&T Dev Inspections			
999.0114.000	UB&T Dev Inspections	31,181.24	2.76
	Total BalObject: 0114 - UB&T Dev Inspections:	31,181.24	
BalObject: 0115 - UB&T HUD Admin			
999.0115.000	UB&T HUD Admin	223,396.78	2.76
	Total BalObject: 0115 - UB&T HUD Admin:	223,396.78	
BalObject: 0116 - UB&T HUD HAP			
999.0116.000	UB&T HUD HAP	12,880.37	2.76
	Total BalObject: 0116 - UB&T HUD HAP:	12,880.37	
BalObject: 0117 - UB&T Police			
999.0117.000	UB&T Police	20,617.92	2.76
	Total BalObject: 0117 - UB&T Police:	20,617.92	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
	Total BalObject: 0120 - PETTY CASH:	200.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	200.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	200.00	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADMI:	1.00	

BalObject: 0216 - GREAT WESTERN BANK MM

354.0216.000	GREAT WESTERN BANK MM	3,675,257.99	2.56
381.0216.000	GREAT WESTERN BANK MM	116,389.78	2.56
741.0216.000	GREAT WESTERN BANK MM	1,506,799.46	2.56
999.0216.000	GREAT WESTERN BANK MM	3,808,629.12	2.56
Total BalObject: 0216 - GREAT WESTERN BANK MM:		9,107,076.35	

BalObject: 0217 - GREAT WESTERN BANK MM #2

999.0217.000	GREAT WESTERN BANK MM #2	5,036,447.76	2.51
Total BalObject: 0217 - GREAT WESTERN BANK MM #2:		5,036,447.76	

BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)

121.0240.000	MIDWEST ONE CD (91-365 DAYS)	1,000,000.00	2.52 -- 2.70
381.0240.000	MIDWEST ONE CD (91-365 DAYS)	2,300,000.00	2.60
611.0240.000	MIDWEST ONE CD (91-365 DAYS)	500,000.00	2.65
884.0240.000	MIDWEST ONE CD (91-365 DAYS)	1,000,000.00	2.62 -- 2.70
999.0240.000	MIDWEST ONE CD (91-365 DAYS)	2,000,000.00	2.70 -- 2.76
Total BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS):		6,800,000.00	

BalObject: 0243 - GNB CD (91-364 DYS)

354.0243.000	GNB CD (91-364 DAYS)	1,000,000.00	2.60
611.0243.000	GNB CD (91-364 DAYS)	508,745.81	2.15
Total BalObject: 0243 - GNB CD (91-364 DYS):		1,508,745.81	

BalObject: 0252 - GNB 365 INV

121.0252.000	GNB CD (365 DAYS)	500,000.00	2.82
999.0252.000	GNB CD (365 DAYS)	3,523,167.68	2.15 -- 2.70
Total BalObject: 0252 - GNB 365 INV:		4,023,167.68	

BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)

010.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	2.02
611.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	2.41
884.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	2.52
999.0262.000	GREAT WESTRN CD (365 DAYS)	4,000,000.00	2.08 -- 2.52
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		5,500,000.00	

BalObject: 0265 - IPAIT CD (365)

999.0265.000	IPAIT CD (365 DAYS)	500,000.00	2.80
Total BalObject: 0265 - IPAIT CD (365):		500,000.00	

BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)

010.0266.000	CENTRAL STATE BANK (365 DAYS)	500,000.00	2.65
121.0266.000	CENTRAL STATE BANK (365 DAYS)	506,166.85	2.46
999.0266.000	CENTRAL STATE BANK (365 DAYS)	2,012,720.27	2.46 -- 2.70
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		3,018,887.12	

BalObject: 0267 - FARMERS CD (> 1 YR)

611.0267.000	FRMRS SVGS BK CD (365)	500,000.00	2.83
884.0267.000	FRMRS SVGS BK CD (365 DAYS)	500,000.00	2.84
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	1,002,312.25	2.83 -- 2.84
Total BalObject: 0267 - FARMERS CD (> 1 YR):		2,002,312.25	

BalObject: 999 - POOLED CASH

999.0999.000	POOLED CASH	21,707.83	0.00
		21,707.83	

Grand Totals: 48,885,931.18



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	203,402.29	8,862,869.26	8,056,096.16	-806,773.10	15,194,506.00
Expense	1,516,470.21	8,861,894.09	8,678,664.46	183,229.63	15,194,506.00
Total Fund: 001 - GENERAL FUND:	-1,313,067.92	975.17	-622,568.30	-623,543.47	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	2,521.14	101,898.37	180,447.94	78,549.57	174,683.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	2,521.14	101,898.37	180,447.94	78,549.57	174,683.00
Fund: 030 - CAPITAL RESERVE					
Revenue	472.06	376,349.68	369,260.09	-7,089.59	645,429.00
Expense	39,344.11	376,117.63	570,643.03	-194,525.40	644,929.00
Total Fund: 030 - CAPITAL RESERVE:	-38,872.05	232.05	-201,382.94	-201,614.99	500.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	571.12	1,750.00	5,058.84	3,308.84	3,000.00
Expense	149,720.65	0.00	158,174.65	-158,174.65	0.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	-149,149.53	1,750.00	-153,115.81	-154,865.81	3,000.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	61,833.31	106,000.00	44,166.69	106,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	61,833.31	106,000.00	44,166.69	106,000.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	-3,819.42	23,490.74	0.00	-23,490.74	40,270.00
Expense	-6,556.32	23,486.40	0.00	23,486.40	40,270.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	2,736.90	4.34	0.00	-4.34	0.00
Fund: 110 - ROAD USE TAX					
Revenue	300,622.56	1,983,333.31	2,248,377.12	265,043.81	3,400,000.00
Expense	71,558.19	2,437,260.91	1,071,467.23	1,365,793.68	4,178,967.00
Total Fund: 110 - ROAD USE TAX:	229,064.37	-453,927.60	1,176,909.89	1,630,837.49	-778,967.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	12,318.90	1,524,763.24	1,413,061.15	-111,702.09	2,613,880.00
Expense	0.00	1,476,652.80	1,164,507.29	312,145.51	2,531,406.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	12,318.90	48,110.44	248,553.86	200,443.42	82,474.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	6,859.88	713,613.74	668,109.61	-45,504.13	1,223,338.00
Expense	0.00	694,377.32	558,206.61	136,170.71	1,190,365.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 117 - POLICE/FIRE RETIREMENT:	6,859.88	19,236.42	109,903.00	90,666.58	32,973.00
Fund: 119 - EMERGENCY FUND					
Revenue	1,098.74	135,614.43	126,780.44	-8,833.99	232,482.00
Expense	0.00	135,614.50	125,681.70	9,932.80	232,482.00
Total Fund: 119 - EMERGENCY FUND:	1,098.74	-0.07	1,098.74	1,098.81	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	263,920.82	1,834,583.31	1,987,855.28	153,271.97	3,145,000.00
Expense	10,914.17	2,108,245.44	1,543,019.29	565,226.15	3,614,290.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	253,006.65	-273,662.13	444,835.99	718,498.12	-469,290.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	4,853.17	491,545.18	504,473.57	12,928.39	842,649.00
Expense	7,000.00	492,449.86	275,936.72	216,513.14	844,200.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-2,146.83	-904.68	228,536.85	229,441.53	-1,551.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	183.93	583.31	32,285.68	31,702.37	1,000.00
Expense	0.00	8,749.93	11,530.78	-2,780.85	15,000.00
Total Fund: 130 - CITY TORT LIABILITY:	183.93	-8,166.62	20,754.90	28,921.52	-14,000.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	231.85	116.62	175,537.76	175,421.14	200.00
Expense	32,000.00	0.00	53,802.00	-53,802.00	0.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-31,768.15	116.62	121,735.76	121,619.14	200.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	1,169.04	3,383.31	16,759.67	13,376.36	5,800.00
Expense	69.95	2,858.24	9,969.61	-7,111.37	4,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	1,099.09	525.07	6,790.06	6,264.99	900.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	3.40	0.00	19.91	19.91	0.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	3.40	0.00	19.91	19.91	0.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	17,103.45	8,231.01	-8,872.44	29,332.00
Expense	0.00	17,093.93	11,926.00	5,167.93	29,332.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	0.00	9.52	-3,694.99	-3,704.51	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	2.26	3,733.31	13.31	-3,720.00	6,400.00
Expense	0.00	4,404.19	309.76	4,094.43	7,551.00
Total Fund: 144 - LIVE HEALTHY IOWA :	2.26	-670.88	-296.45	374.43	-1,151.00
Fund: 145 - TORNADO GENERAL					
Revenue	764,771.58	0.00	2,852,929.04	2,852,929.04	0.00
Expense	113,840.29	0.00	2,129,846.55	-2,129,846.55	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	650,931.29	0.00	723,082.49	723,082.49	0.00
Fund: 146 - FEMA VALOR					
Expense	28,120.25	0.00	49,062.09	-49,062.09	0.00
Total Fund: 146 - FEMA VALOR:	28,120.25	0.00	49,062.09	-49,062.09	0.00
Fund: 147 - FEMA DEMO					
Revenue	10,000.00	0.00	10,000.00	10,000.00	0.00
Expense	2,145.42	0.00	67,898.44	-67,898.44	0.00
Total Fund: 147 - FEMA DEMO:	7,854.58	0.00	-57,898.44	-57,898.44	0.00
Fund: 150 - COPS FAST GRANTS					
Revenue	5,471.85	28,806.26	24,924.86	-3,881.40	49,402.00
Expense	7,723.94	28,806.12	39,214.34	-10,408.22	49,402.00
Total Fund: 150 - COPS FAST GRANTS:	-2,252.09	0.14	-14,289.48	-14,289.62	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	13,416.62	23,205.50	9,788.88	23,000.00
Expense	0.00	13,416.62	22,172.22	-8,755.60	23,000.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	0.00	0.00	1,033.28	1,033.28	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	3,810.10	53,384.52	35,780.28	-17,604.24	91,553.00
Expense	13,002.81	53,390.19	64,508.68	-11,118.49	91,553.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-9,192.71	-5.67	-28,728.40	-28,722.73	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	185.05	1,574.93	56,313.27	54,738.34	2,700.00
Expense	2,210.16	5,510.89	114,520.67	-109,009.78	9,450.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	-2,025.11	-3,935.96	-58,207.40	-54,271.44	-6,750.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	14.03	2,916.62	197.12	-2,719.50	5,000.00
Expense	0.00	2,916.62	10,047.22	-7,130.60	5,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	14.03	0.00	-9,850.10	-9,850.10	0.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	9.28	0.00	54.58	54.58	0.00
Total Fund: 157 - FIRE DEPT GRANTS:	9.28	0.00	54.58	54.58	0.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	100.71	204.12	592.17	388.05	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	100.71	204.12	592.17	388.05	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	21.01	40.81	123.54	82.73	70.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	21.01	40.81	123.54	82.73	70.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 170 - LIBRARY DONATION FUND					
Revenue	2,350.73	12,031.18	20,841.57	8,810.39	20,625.00
Expense	1,872.91	19,016.55	17,328.29	1,688.26	32,600.00
Total Fund: 170 - LIBRARY DONATION FUND:	477.82	-6,985.37	3,513.28	10,498.65	-11,975.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	6,049.80	2,113.86	14,651.04	12,537.18	3,625.00
Expense	1,302.00	1,749.93	9,748.09	-7,998.16	3,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	4,747.80	363.93	4,902.95	4,539.02	625.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	469.66	0.00	11,851.69	11,851.69	0.00
Expense	2,451.39	44,663.08	38,098.94	6,564.14	76,582.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	-1,981.73	-44,663.08	-26,247.25	18,415.83	-76,582.00
Fund: 180 - HOUSING GRANTS					
Revenue	52.09	0.00	10,042.70	10,042.70	0.00
Expense	0.00	1,207.29	0.00	1,207.29	2,070.00
Total Fund: 180 - HOUSING GRANTS:	52.09	-1,207.29	10,042.70	11,249.99	-2,070.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	0.00	0.00	640.00	-640.00	0.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	0.00	0.00	640.00	-640.00	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	110,053.05	800,700.53	802,055.79	1,355.26	1,372,630.00
Expense	109,679.50	842,368.87	756,294.05	86,074.82	1,444,155.00
Total Fund: 184 - VOUCHERS - 002, 003:	373.55	-41,668.34	45,761.74	87,430.08	-71,525.00
Fund: 188 - #5 HUD LEAD GRANT					
Revenue	68.00	0.00	0.00	0.00	0.00
Total Fund: 188 - #5 HUD LEAD GRANT:	68.00	0.00	0.00	0.00	0.00
Fund: 190 - 911 SURCHARGE					
Revenue	0.00	0.00	47,035.11	47,035.11	0.00
Expense	0.00	0.00	996.90	-996.90	0.00
Total Fund: 190 - 911 SURCHARGE:	0.00	0.00	46,038.21	46,038.21	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	6,325.53	2,432,209.29	1,722,305.27	-709,904.02	4,169,648.00
Expense	14,243.00	2,399,413.24	415,485.50	1,983,927.74	4,113,282.00
Total Fund: 200 - GO BONDS DEBT FUND:	-7,917.47	32,796.05	1,306,819.77	1,274,023.72	56,366.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	3,031.26	340,495.05	318,958.17	-21,536.88	583,706.00
Expense	0.00	438,041.87	345,286.29	92,755.58	750,929.00
Total Fund: 300 - CIP COLLECTION FUND:	3,031.26	-97,546.82	-26,328.12	71,218.70	-167,223.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	291,666.62	92,578.80	-199,087.82	500,000.00
Expense	0.00	291,666.62	25,594.54	266,072.08	500,000.00
Total Fund: 310 - FEDERAL STREET GRANTS:	0.00	0.00	66,984.26	66,984.26	0.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	0.00	98,178.29	98,178.29	0.00
Total Fund: 311 - RISE STREET GRANTS:	0.00	0.00	98,178.29	98,178.29	0.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	49,887.00	26,250.00	124,986.90	98,736.90	45,000.00
Expense	0.00	26,250.00	23,767.15	2,482.85	45,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	49,887.00	0.00	101,219.75	101,219.75	0.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	186.00	5,833.24	13,172.00	7,338.76	10,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	186.00	5,833.24	13,172.00	7,338.76	10,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	0.00	60,901.42	60,901.42	0.00
Expense	25,115.71	0.00	259,241.12	-259,241.12	0.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-25,115.71	0.00	-198,339.70	-198,339.70	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	9.13	1,750.00	5,316.54	3,566.54	3,000.00
Expense	0.00	1,750.00	2,927.50	-1,177.50	3,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	9.13	0.00	2,389.04	2,389.04	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	17.12	0.00	100.65	100.65	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	17.12	0.00	100.65	100.65	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	13,264.55	11,662.00	138,497.37	126,835.37	20,000.00
Expense	804,164.74	3,931,263.98	6,942,091.92	-3,010,827.94	6,742,000.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-790,900.19	-3,919,601.98	-6,803,594.55	-2,883,992.57	-6,722,000.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	479,932.23	291.62	485,048.46	484,756.84	500.00
Expense	0.00	29,166.62	650.00	28,516.62	50,000.00
Total Fund: 355 - 2015 GO BONDS (D&D):	479,932.23	-28,875.00	484,398.46	513,273.46	-49,500.00
Fund: 356 - 2016 BONDS - STREET PROJECTS					
Revenue	0.00	0.00	12,532.40	12,532.40	0.00
Expense	0.00	0.00	12,532.40	-12,532.40	0.00
Total Fund: 356 - 2016 BONDS - STREET PROJECTS:	0.00	0.00	0.00	0.00	0.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	583,100.00	0.00	-583,100.00	1,000,000.00

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For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	583,100.00	5,000.00	578,100.00	1,000,000.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	0.00	-5,000.00	-5,000.00	0.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	249.64	0.00	2,434,059.78	2,434,059.78	0.00
Expense	48,615.00	0.00	66,585.00	-66,585.00	0.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-48,365.36	0.00	2,367,474.78	2,367,474.78	0.00
Fund: 383 - COLISEUM REMODEL					
Revenue	359,532.68	0.00	359,532.68	359,532.68	0.00
Expense	12,432.00	0.00	12,432.00	-12,432.00	0.00
Total Fund: 383 - COLISEUM REMODEL:	347,100.68	0.00	347,100.68	347,100.68	0.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	0.00	14.56	0.00	-14.56	25.00
Expense	2,558.75	0.00	2,558.75	-2,558.75	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	-2,558.75	14.56	-2,558.75	-2,573.31	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Revenue	0.00	95,191.04	0.00	-95,191.04	163,250.00
Expense	0.00	95,191.04	6,550.00	88,641.04	163,250.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	0.00	-6,550.00	-6,550.00	0.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	0.00	35.95	35.95	0.00
Expense	0.00	0.00	88,517.00	-88,517.00	0.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	0.00	0.00	-88,481.05	-88,481.05	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	253,324.19	0.00	1,998,607.10	1,998,607.10	0.00
Expense	233,345.39	3,825,407.46	2,001,288.16	1,824,119.30	6,558,474.00
Total Fund: 610 - WATER POLLUTION CONTROL:	19,978.80	-3,825,407.46	-2,681.06	3,822,726.40	-6,558,474.00
Fund: 611 - WPCP REVENUE					
Revenue	974,094.64	4,306,689.03	4,993,667.21	686,978.18	7,382,896.00
Expense	253,324.19	0.00	1,992,757.63	-1,992,757.63	0.00
Total Fund: 611 - WPCP REVENUE:	720,770.45	4,306,689.03	3,000,909.58	-1,305,779.45	7,382,896.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	2,054.61	2,916.62	12,081.62	9,165.00	5,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	2,054.61	2,916.62	12,081.62	9,165.00	5,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Expense	0.00	0.00	150.00	-150.00	0.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	0.00	0.00	150.00	-150.00	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	1,936,666.62	0.00	-1,936,666.62	3,320,000.00
Expense	0.00	1,574,393.31	63,623.66	1,510,769.65	2,700,000.00

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For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	362,273.31	-63,623.66	-425,896.97	620,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	110.00	8,166.62	2,303.25	-5,863.37	14,000.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	110.00	8,166.62	2,303.25	-5,863.37	14,000.00
Fund: 618 - TORNADO-WPCP					
Expense	0.00	0.00	4,402.42	-4,402.42	0.00
Total Fund: 618 - TORNADO-WPCP:	0.00	0.00	4,402.42	-4,402.42	0.00
Fund: 690 - TRANSIT OPERATING					
Revenue	21,877.38	643,841.66	690,910.20	47,068.54	1,103,881.00
Expense	61,571.37	676,880.33	786,225.65	-109,345.32	1,160,585.00
Total Fund: 690 - TRANSIT OPERATING:	-39,693.99	-33,038.67	-95,315.45	-62,276.78	-56,704.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	106,408.94	867,416.62	818,342.58	-49,074.04	1,487,000.00
Expense	26,520.49	474,523.91	276,844.15	197,679.76	813,631.00
Total Fund: 740 - STORM SEWER UTILITY:	79,888.45	392,892.71	541,498.43	148,605.72	673,369.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	3,231.93	1,314,250.00	19,531.26	-1,294,718.74	2,253,000.00
Expense	4,040.52	935,875.50	134,952.27	800,923.23	1,605,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-808.59	378,374.50	-115,421.01	-493,795.51	648,000.00
Fund: 742 - TORNADO - STORM/SEWER					
Expense	0.00	0.00	4,140.06	-4,140.06	0.00
Total Fund: 742 - TORNADO - STORM/SEWER:	0.00	0.00	4,140.06	-4,140.06	0.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	510.26	40,196.73	34,350.33	-5,846.40	68,909.00
Expense	2,307.67	123,464.32	38,453.66	85,010.66	211,677.00
Total Fund: 750 - COMPOSTING FACILITY:	-1,797.41	-83,267.59	-4,103.33	79,164.26	-142,768.00
Fund: 751 - TORNADO - COMPOST					
Expense	0.00	0.00	463,058.08	-463,058.08	0.00
Total Fund: 751 - TORNADO - COMPOST:	0.00	0.00	463,058.08	-463,058.08	0.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	22,166.62	21,365.73	-800.89	38,000.00
Expense	45.00	23,809.73	28,349.10	-4,539.37	40,825.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-45.00	-1,643.11	-6,983.37	-5,340.26	-2,825.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,481.50	0.00	77,754.38	77,754.38	0.00
Expense	4,017.62	0.00	119,644.66	-119,644.66	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	6,463.88	0.00	-41,890.28	-41,890.28	0.00

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For Fiscal: Current Period Ending: 01/31/2019

Account Typ...	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	256,526.33	0.00	1,653,967.01	1,653,967.01	0.00
Expense	272,298.46	0.00	1,826,509.16	-1,826,509.16	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-15,772.13	0.00	-172,542.15	-172,542.15	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	74.39	0.00	440.94	440.94	0.00
Expense	55.44	0.00	435.14	-435.14	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	18.95	0.00	5.80	5.80	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	5,602.50	5,602.50	0.00
Expense	785.31	0.00	6,387.81	-6,387.81	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-785.31	0.00	-785.31	-785.31	0.00
Fund: 913 - 911 COMMISION					
Revenue	103,431.00	0.00	488,701.62	488,701.62	0.00
Expense	77,928.62	0.00	610,246.87	-610,246.87	0.00
Total Fund: 913 - 911 COMMISION:	25,502.38	0.00	-121,545.25	-121,545.25	0.00
Report Total:	396,160.08	-3,099,921.37	2,371,892.95	5,471,814.32	-5,321,924.00

Fund Summary

Fund	January Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-1,313,067.92	975.17	-622,568.30	-623,543.47	0.00
010 - CASH FLOW RESERVE FUND	2,521.14	101,898.37	180,447.94	78,549.57	174,683.00
030 - CAPITAL RESERVE	-38,872.05	232.05	-201,382.94	-201,614.99	500.00
031 - CAPITAL RSRV-BLDG MAINT	-149,149.53	1,750.00	-153,115.81	-154,865.81	3,000.00
032 - CIP LARGE VEHICLE/EQUIPMI	0.00	61,833.31	106,000.00	44,166.69	106,000.00
050 - COLISEUM ACTIVITY FUND	2,736.90	4.34	0.00	-4.34	0.00
110 - ROAD USE TAX	229,064.37	-453,927.60	1,176,909.89	1,630,837.49	-778,967.00
112 - EMPLOYEE BENEFITS FUND	12,318.90	48,110.44	248,553.86	200,443.42	82,474.00
117 - POLICE/FIRE RETIREMENT	6,859.88	19,236.42	109,903.00	90,666.58	32,973.00
119 - EMERGENCY FUND	1,098.74	-0.07	1,098.74	1,098.81	0.00
121 - LOCAL OPTION SALES TAX	253,006.65	-273,662.13	444,835.99	718,498.12	-469,290.00
125 - TAX INCREMENT FINANCING	-2,146.83	-904.68	228,536.85	229,441.53	-1,551.00
130 - CITY TORT LIABILITY	183.93	-8,166.62	20,754.90	28,921.52	-14,000.00
132 - GRANTS-STATE/LOCAL AGEN	-31,768.15	116.62	121,735.76	121,619.14	200.00
140 - PARK & REC DONATION FUNI	1,099.09	525.07	6,790.06	6,264.99	900.00
141 - MTOWN TENNIS ASSOC	3.40	0.00	19.91	19.91	0.00
142 - SOFTBALL ASSOCIATION FUN	0.00	9.52	-3,694.99	-3,704.51	0.00
144 - LIVE HEALTHY IOWA	2.26	-670.88	-296.45	374.43	-1,151.00
145 - TORNADO GENERAL	650,931.29	0.00	723,082.49	723,082.49	0.00
146 - FEMA VALOR	-28,120.25	0.00	-49,062.09	-49,062.09	0.00
147 - FEMA DEMO	7,854.58	0.00	-57,898.44	-57,898.44	0.00
150 - COPS FAST GRANTS	-2,252.09	0.14	-14,289.48	-14,289.62	0.00
151 - DEPT OF JUSTICE GRANTS	0.00	0.00	1,033.28	1,033.28	0.00
152 - POLICE UNDESIGNATED GRAI	-9,192.71	-5.67	-28,728.40	-28,722.73	0.00
153 - POLICE DEPT DONATION FUN	-2,025.11	-3,935.96	-58,207.40	-54,271.44	-6,750.00
156 - FIRE DEPT DONATION FUND	14.03	0.00	-9,850.10	-9,850.10	0.00
157 - FIRE DEPT GRANTS	9.28	0.00	54.58	54.58	0.00
160 - ECONOMIC DEVELOPMENT G	100.71	204.12	592.17	388.05	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	21.01	40.81	123.54	82.73	70.00
170 - LIBRARY DONATION FUND	477.82	-6,985.37	3,513.28	10,498.65	-11,975.00
177 - SEIZED ASSETS (POLICE)	4,747.80	363.93	4,902.95	4,539.02	625.00
179 - OTHER COMM AND ECON DE	-1,981.73	-44,663.08	-26,247.25	18,415.83	-76,582.00
180 - HOUSING GRANTS	52.09	-1,207.29	10,042.70	11,249.99	-2,070.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	0.00	-640.00	-640.00	0.00
184 - VOUCHERS - 002, 003	373.55	-41,668.34	45,761.74	87,430.08	-71,525.00
188 - #5 HUD LEAD GRANT	68.00	0.00	0.00	0.00	0.00
190 - 911 SURCHARGE	0.00	0.00	46,038.21	46,038.21	0.00
200 - GO BONDS DEBT FUND	-7,917.47	32,796.05	1,306,819.77	1,274,023.72	56,366.00
300 - CIP COLLECTION FUND	3,031.26	-97,546.82	-26,328.12	71,218.70	-167,223.00
310 - FEDERAL STREET GRANTS	0.00	0.00	66,984.26	66,984.26	0.00

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311 - RISE STREET GRANTS	0.00	0.00	98,178.29	98,178.29	0.00
312 - AIRPORT PROJECT FUND	49,887.00	0.00	101,219.75	101,219.75	0.00
320 - SPECIAL ASSESSMENT PROJEC	186.00	5,833.24	13,172.00	7,338.76	10,000.00
340 - BIKE PATH PROJECT FUND	-25,115.71	0.00	-198,339.70	-198,339.70	0.00
341 - TREES FOREVER PROJECT	9.13	0.00	2,389.04	2,389.04	0.00
350 - GO BONDS CAPITAL PROJECT	17.12	0.00	100.65	100.65	0.00
354 - POLICE & FIRE STATIONS	-790,900.19	-3,919,601.98	-6,803,594.55	-2,883,992.57	-6,722,000.00
355 - 2015 GO BONDS (D&D)	479,932.23	-28,875.00	484,398.46	513,273.46	-49,500.00
356 - 2016 BONDS - STREET PROJEC	0.00	0.00	0.00	0.00	0.00
357 - 2018 CY STREET PROJECTS	0.00	0.00	-5,000.00	-5,000.00	0.00
381 - 2019 CY STREET,SIDEWALK,P.	-48,365.36	0.00	2,367,474.78	2,367,474.78	0.00
383 - COLISEUM REMODEL	347,100.68	0.00	347,100.68	347,100.68	0.00
392 - TIF DISTRICT III CAP PROJECT	-2,558.75	14.56	-2,558.75	-2,573.31	25.00
393 - TIF DISTRICT IV CAP PROJECT	0.00	0.00	-6,550.00	-6,550.00	0.00
395 - ECONOMIC DEVELOPMENT P	0.00	0.00	-88,481.05	-88,481.05	0.00
610 - WATER POLLUTION CONTROL	19,978.80	-3,825,407.46	-2,681.06	3,822,726.40	-6,558,474.00
611 - WPCP REVENUE	720,770.45	4,306,689.03	3,000,909.58	-1,305,779.45	7,382,896.00
614 - WPCP CAPITAL IMPROVEMENT	2,054.61	2,916.62	12,081.62	9,165.00	5,000.00
615 - WPCP PLANT & IMPROVEMENT	0.00	0.00	-150.00	-150.00	0.00
616 - SANITARY SEWER REHAB PRC	0.00	362,273.31	-63,623.66	-425,896.97	620,000.00
617 - SANITARY SEWER NEW CONS	110.00	8,166.62	2,303.25	-5,863.37	14,000.00
618 - TORNADO-WPCP	0.00	0.00	-4,402.42	-4,402.42	0.00
690 - TRANSIT OPERATING	-39,693.99	-33,038.67	-95,315.45	-62,276.78	-56,704.00
740 - STORM SEWER UTILITY	79,888.45	392,892.71	541,498.43	148,605.72	673,369.00
741 - 2016 GO STORM WATER PRC	-808.59	378,374.50	-115,421.01	-493,795.51	648,000.00
742 - TORNADO - STORM/SEWER	0.00	0.00	-4,140.06	-4,140.06	0.00
750 - COMPOSTING FACILITY	-1,797.41	-83,267.59	-4,103.33	79,164.26	-142,768.00
751 - TORNADO - COMPOST	0.00	0.00	-463,058.08	-463,058.08	0.00
760 - P&R CONCESSIONS ENTERPR	-45.00	-1,643.11	-6,983.37	-5,340.26	-2,825.00
881 - OCCUPATIONAL INSURANCE	6,463.88	0.00	-41,890.28	-41,890.28	0.00
884 - GROUP HEALTH INSURANCE I	-15,772.13	0.00	-172,542.15	-172,542.15	0.00
886 - WORKMAN'S COMP DEDUCT	18.95	0.00	5.80	5.80	0.00
910 - POLICE PENSION - T & A	-785.31	0.00	-785.31	-785.31	0.00
913 - 911 COMMISSION	25,502.38	0.00	-121,545.25	-121,545.25	0.00
Report Total:	396,160.08	-3,099,921.37	2,371,892.95	5,471,814.32	-5,321,924.00

**Iowa DOT Office of Public Transit
Marketing/Advertising for Public Transit Use Contract**

THIS CONTRACT is between the Iowa Department of Transportation, Office of Public Transit, Ames, IA (hereinafter "Agency") and Midwest Truck Advertising (hereinafter "Supplier").

- 1) Supplier hereby agrees to furnish machinery, equipment, materials, and supplies, or to provide services, as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for ADA Accessible Vehicles for Public Transit as let on September 28th, 2018, at the agreed prices or rates bid on proposal OPT2018PTVA
 - Contact Person: Jeff Lamb
 - Phone Number: 515-350-3305
 - Fed ID #: 81-4890939
 - Email: jefflamb@midwesttruckadvertising.com
- 2) The parties agree that the following documents shall be considered part of this contract:
 - Agency's notice and instruction to bidders dated in IFB # OPT2018PTVA 8/31/18
 - Supplier's proposal, with applicable attachments
 - Agency's submitted general and detailed plans, specifications, configurations, etc
 - Standard terms and conditions listed in IFB # OPT2018PTVA
 - All applicable State and Federal requirements and certifications listed in IFB # OPT2018PTVA
- 3) Suppliers agree to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both as required herein, on or before the **16th day of October 2018** and will furnish all specified machinery, equipment, materials, and supplies at fixed stated rates until the **15th day of October 2020**.
- 4) The parties agree that the time is of the essence of this contract and that it contains all the terms and conditions agreed upon by them. Purchase Orders are a business agreement between the purchaser (i.e. transit agency) and the vendor. Iowa DOT shall be indemnified in any disputes between the purchaser and vendor.
- 5) The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate and controversy arising under this contract.
- 6) For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, titles and interests in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa relating to the particular goods and/or services purchased or acquired hereunder by the State of Iowa through the Agency or its designated purchasing agencies.
- 7) Supplier certifies that it is not in violation of Iowa Code section 314.2.314.2 **Interest in contract prohibited**. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation of the foregoing provisions shall invalidate the contract and such violation shall be complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
- 8) Supplier certifies that it is an Equal Opportunity Employer and that it will, in the performance of this contract, comply with all state and federal laws prohibiting discrimination.
- 9) By executing this contract, the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1 (42) & (43). The Vendor also acknowledges that the Agency may declare the contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 10) The parties agree is Supplier fails to comply with the terms of this contract Supplier shall pay Agency as liquidated damages and not as a penalty the amount as specified on purchased equipment stated in the IFB Instructions.

BY

(Vendor Signature)

BY

(Agency Signature, Ryan Ward, Procurement Administrator)

DATE

10-16-18

DATE

10-16-18

Invitation for Bid
For

Public Transit Vehicle/Shelter Advertising

Issued by:

Iowa Department of Transportation, Office of Public Transit
Bid# OPT2018PTVA

Publish Date
8/31/18

Letting Date:
9/28/18

Must be submitted no later than 2:00 PM Central Time
Proposals received after this date and time will be rejected

***For information about this notice, and during this procurement,
interested persons shall contact only:***

Ryan Ward, Transit Programs Administrator
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-222-7877
E-Mail: ryan.ward@iowadot.us

This bid is conducted on behalf of Iowa's 35 designated public
transit agencies, state of Iowa governmental agencies, and state
board of regents

Issued addenda will be posted to internet website:

<http://www.iowadot.gov/transit/transit-procurement>

Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the Iowa DOT reserves the right to change the dates. All times listed are Central Time.

Event	Date
Issue IFB	09/03/2018
Bidder Requests for Clarifications, Changes, Approved Equals	09/17//2018
DOT Response	09/21//2018
Bid Opening/Proposal Due	09/28/2018
Announcement of Successful Bidders and Intent to Award (Multiple)	10/03/2018
Execution of Contracts	10/05/2018
Contracts Begin	10/05/2018
Contract Length/Renewals	2 years from start date. Renewals for 1 year at 3 years maximum

GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, and other information you need to prepare your bid. Submittals must be in an electronic format only mailed or hand delivered to Ryan Ward at Iowa DOT, Office of Public Transit 800 Lincoln Way, Ames, Iowa 50010 on one or more flash drives. Hard copies/binders will not be accepted. Please only provide the required documentation. Please provide a contact email address to ryan.ward@iowadot.us where Mr. Ward will send you a notification your bid was received on time.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within thirty (30) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any

other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed_____

Company Name_____

Date_____

Iowa Department of Transportation Standard Terms and Conditions
For
Submission of Responses to Solicitations
-FORMAL-

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this solicitation shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the solicitation documents, the following items listed by descending order shall prevail:

- Addendums to the solicitation
- Solicitation
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Solicitation Response: All responses must clearly address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT. Responses must be signed and received prior to the opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed, submitted Response shall become the official response to be considered for award.

No email, fax or web link Responses will be accepted. Responses must be signed and uploaded on a flash drive and either delivered in person, by a mail, or by courier that ensures timely delivery.

A. Solicitation

1. Opening: The openings are open to the public and are conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned unopened and considered non-compliant.
2. Communications: Questions concerning this solicitation should be directed to the procurement administrator listed in the IFB. Inquiries must be emailed.
3. Proposal Guaranty: If required, the Solicitation Response page will indicate the fixed percent of the security based on the cost of the Response. Security can be supplied in one of the following ways: (1) Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the Responder. If payable to the Responder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the Responder or an authorized agent. (2) An insurance or surety company may be retained for the purposes of providing a bond as required by the solicitation. If a Bid Bond is chosen as the method of security, the Iowa DOT's Bid Bond form 131084 must be used and submitted with the solicitation response to be considered for award. No other forms will be accepted.
4. Pricing and Discount: Unit prices shown in the response shall be quoted as the price per unit (e.g., gal.,

case, each, etc.) as requested in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

5. Acceptance/Rejection: The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response or responses which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.

6. Results & Disclosure: Results will be posted on the Iowa DOT website at www.iowadot.gov/transt under the "Procurement" link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the Response.

7. Quality of Goods: All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.

8. Recycled Content: The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the Solicitation Response, if known.

9. Shipping Terms: Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the base price bid. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 931 S. 4th Street, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. Method of Award: Award shall be made to the responsible, responsive responder(s) whose response meets the requirements of the solicitation and is the most advantageous to the Iowa DOT and Iowa's designated public transit agencies. An Iowa company or individual will be given preference over an out-of-state company or individual when responses are equal in all aspects and are tied in price by virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa. (* Note...projects funded with federal grants or for use on federally funded facilities, vehicles, and other equipment, preference will not be given to Iowa products or Iowa companies in accordance with

federal regulations).

2. Award Protests: Protests of award recommendations are to be addressed to the procurement administrator of the Iowa DOT Office of Public Transit.

3. Contracts: Successful Contractor(s) may be sent either a formal Contract, Notification of Award or Purchase Order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the solicitation or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement. The successful Contractor may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.

4. Consumer Price Index (CPI-U): A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non-seasonally adjusted (NSA) unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. Service Animals: Any contract or purchase order awarded to a contractor that employs persons that utilize service animals shall certify the following:

1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;

2. The service animal has not ever bitten or otherwise attacked any individual. The animal is not aggressive towards others, and has not shown any aggressive tendencies towards others;

3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;

4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;

5. Indemnification provisions shall hold the Iowa DOT harmless against any claims arising out of or relating in any way to service animal bites or other injuries caused by animals.

6. Payment Terms (if applicable) : The Iowa DOT typically pays properly submitted invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number or contract number to be submitted for processing.

7. Default (Supplier): Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the Response price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

8. Default (Contractor): Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. Administrative Rules: For additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled “Procurement of Equipment, Materials, Supplies and Services”.

2. Affirmative Action: The Contractor (and also subcontractor, vendor, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law,

executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

3. Applicable Law: The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

4. Conflict of Interest: No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.

5. Debarment and Vendor Suspension: By submitting a response, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.

6. Equal Opportunity: Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

7. Indemnification-Goods: To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.

8. Indemnification-Services: The Supplier of services identified herein shall defend, indemnify and hold harmless Iowa DOT, the State of Iowa, its employees, agents and officials, from and against all claims of any kind arising out of or relating in any way to the services provided to Iowa DOT by said Supplier of services. Iowa DOT shall promptly notify Supplier of any such claim.

9. Infringement: Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this solicitation.

10. Iowa Open Records Law: All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

11. Records Audit: The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.

12. Targeted Small Businesses: The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.

13. Taxes: Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

14. Termination:

- Termination Due to Lack of Funds or Change in Law

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

- Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.

- Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.

- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

- The Iowa DOT's duties are substantially modified.

Following a 30-day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Responder. Following termination upon notice, the Responder shall be entitled to compensation upon submission of invoices and proper proof

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1.1 Purpose & Overview of the IFB Process

The purpose of this Invitation for Bid (IFB) is to solicit bids from responsible bidders to provide the goods and/or services identified on the IFB cover sheet and described further in Section 3 of this IFB to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning on the contract date listed on page 2 and ending two years from that start date. The Iowa DOT may extend the contract(s) for up to the number of annual extensions identified on the IFB cover sheet at the sole discretion of the Iowa DOT. Any contract(s) resulting from the IFB shall not be an exclusive contract.

Bidders will be required to submit their bids on flash drives and either mail, hand deliver, or send via delivery company to the designated procurement officer (Ryan Ward) in the Office of Public Transit. It is the intention of the Iowa DOT to evaluate proposals from all responsible bidders that submit timely responsive bid proposals, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.2 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.2.1 “Bid Proposal” means the bidder’s bid or proposal submitted in response to the IFB.

1.2.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Contractor(s) as described in section 6.1.

1.2.3 “Bidder or Supplier” means suppliers submitting Bid Proposals in response to this IFB.

1.2.4 “Iowa DOT,” means the Iowa Department of Transportation identified on the IFB cover sheet as issuer of the IFB. The Iowa DOT will also execute the Resulting Contract.

1.2.5 “Participating Agency” or “Participating Agencies” means the agency or agencies identified on the IFB cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.

1.2.6 “Procurement Timetable” (*on the page immediately following the IFB cover*) provide timeline, event and date information.

1.2.7 “Purchase Instrument” means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Contractor’s forms or invoices shall be null and void.

1.2.8 “Responsible Contractor” means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible Contractor, the Iowa DOT may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services

requested, the Contractor's integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.2.9 "Responsive Bid Proposal" means a Bid Proposal that complies with the material provisions of this IFB.

1.2.10 "IFB" means this Invitation for Bid and any attachments, exhibits, schedules or addenda hereto.

1.2.11 "State" means the Iowa DOT, State of Iowa, and Participating Agencies identified on the Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this IFB.

2.1 Issuing Officer

The State of Iowa Issuing Officer (procurement administrator), identified on the cover page is the sole point of contact regarding the IFB from the date of issuance until the notice of intent to award is issued (selection of the successful bidder).

2.2 Restriction on Communication

From the issue date of this IFB until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Officer.

The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this IFB must be submitted in writing via email to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this IFB will not be accepted. Questions related to the interpretation of this IFB must be submitted as provided in section 2.5. bidders may be disqualified if they contact any state employee other than the issuing officer. Exception: bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See section 2.32.

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this IFB. Verbal discussions pertaining to modifications or clarifications of this IFB shall not be considered part of the IFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the bidder verbally shall not be considered part of that Bidder's proposal. Only written communications from the Bidder and received by the Department shall be accepted.

With the exception of the written proposal which must be submitted by Bidders in accordance with Sections 4 and 5 herein, communications between the purchasing officer and Bidders may be conducted by email only.

2.3 Downloading the IFB from the Internet

The IFB and all addendums will be posted on the Department's home page at

www.iowadot.gov/transit/transit-procurement. The bidder is advised to check the Iowa DOT's Office of Public Transit Procurement page for addendums to this IFB. It is the Bidder's sole responsibility to check for Addenda to posted documents.

Note: If you download the IFB from the internet, you must email the procurement administrator (ryan.ward@iowadot.us) This email must state that the IFB has been downloaded and the contact information of the downloading agency. The dates listed in the Procurement Timetable (on the page immediately following the IFB cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Bidder submission, the Iowa DOT will issue an addendum to the IFB. All times listed are Central Times.

2.4 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions, requests for clarifications, and requests for approved equals regarding the IFB via email to the procurement administrator. The questions, requests for clarifications, or approved equals must be in **excel format** then emailed and received by the procurement administrator on or before the deadline stated in the Procurement Timetable (*on the page immediately following the IFB cover*). Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the IFB, the page and section number(s) must be referenced. **(NOTE: If you sent in requests for approved equals/clarifications in regard to the same specification on the same vehicle class on the previous bus bid, and that was approved, consider that pre-approved. This will in no way impact awards to those bidders that did not bid on previous procurement)**

Written responses to questions, requests for clarifications, or requests for approved equals will be sent on or before the deadline stated in the Procurement Timetable (*on the page immediately following the IFB cover*) to bidders who received IFB's. The Iowa DOT's written responses will be considered part of the IFB. If the Iowa DOT decides to adopt a change, the Iowa DOT will issue an addendum to the IFB.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the IFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the bidder should immediately notify Purchasing Officer in writing of such error and request modification or clarification of the IFB document.

2.5 Amendment to the IFB and Bidder Bid Proposal and Withdrawal of Bid Proposal

The Iowa DOT reserves the right to amend the IFB at any time. The bidder shall acknowledge receipt of an addendum in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Iowa DOT may, in its sole discretion, allow bidders to amend their bid proposals in response to the Iowa DOT's amendment if necessary.

Amendment by Bidder

The bidder may amend its bid proposal. The amendment must be in writing, signed by the bidder and received by time set for the receipt of proposals. Only amendments via email will accepted.

Bidders who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Bidders must notify the procurement officer in writing via email if they wish to withdraw their proposals. A Bidder shall not withdraw its Proposal or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.6 Submission of Bid Proposals (electronic on flash drive only)

The Department must receive the bid proposal at the Iowa Department of Transportation, Office of Public Transit, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable (*on the page immediately following the IFB cover*). This is a mandatory requirement and will not be waived by the Iowa DOT. Any bid proposal received after this deadline will be rejected.

Bidders mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the bidder's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Bidders must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the IFB may be disqualified. Verbal information provided by the bidder shall not be considered part of the bidder's proposal.

2.7 Bid Proposal Opening

The bid proposals will remain confidential until the procurement administrator (and/or any additional required staff and public transit representatives) has reviewed all of the bid proposals submitted in response to this IFB and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Bidders who submit proposals within the time frame permitted will be supplied to any person who requests such information after the proposal due date (opening). The announcement of names of Bidders who submitted a proposal does not mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

2.8 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the bidder.

No payments shall be made by the State to cover costs incurred by any Bidder in the preparation of or the submission of this IFB or any other associated costs.

2.9 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of a bid opening, contact the issuing officer designated on the cover page.

2.10 Rejection of Bid Proposals

The Iowa DOT reserves the right to reject any or all bid proposals, in whole and in part, received in response to this IFB at any time prior to the execution of a written contract. Issuance of this IFB in no way constitutes a commitment by the Iowa DOT to award a contract. This IFB is designed to provide bidders with the information necessary to prepare a competitive bid proposal. This IFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a bidder to provide services.

It is not intended to be comprehensive and each bidder is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract (if applicable).

2.11 Disqualification

The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

2.11.1 The bidder fails to deliver the bid proposal by the due date and time.

2.11.2 The bidder fails to deliver the cost proposal in a separate envelope (if applicable)

2.11.3 The bidder states that a requirement of the IFB cannot be met.

2.11.4 The Bidder's Bid Proposal materially changes a requirement of the IFB or the Bid Proposal is not compliant with the requirements of the IFB.

2.11.5 The bidder's response limits the rights of the Department.

2.11.6 The bidder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.11.7 The bidder fails to respond to the Department's request for information, documents, or references.

2.11.8 The bidder fails to include a proposal guaranty, also known as bid bond or bid security, *if required*. See Bid Response and Section 4.2.14.

2.11.9 The bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this IFB.

2.11.10 The bidder presents the information requested by this IFB in a format inconsistent with the instructions of the IFB or otherwise fails to comply with the requirements of this IFB.

2.11.11 The bidder initiates unauthorized contact regarding the IFB with state employees.

2.11.12 The bidder provides misleading or inaccurate responses.

2.11.13 The bidder fails to attend the mandatory Bidders Conference.

2.11.14 The bidder's Bid Proposal is materially unbalanced.

2.11.15 There is insufficient evidence (including evidence submitted by the bidder and evidence obtained by the Department from other sources) to satisfy the Department that the bidder is a Responsible Contractor.

2.11.16 The bidder alters the language in:

Attachment 1, Certification Letter

Attachment 2, Authorization to Release Information letter.

2.12 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other bidders; that do not change the meaning or scope of the IFB; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances; such waiver or cure will not modify the IFB requirements or excuse the bidder from full compliance with IFB specifications or other contract requirements if the bidder is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

2.13 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the bidder's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.14 Information from Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a bidder, such as the bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid Proposal, the bidder's financial stability, past or pending litigation, and publicly available information.

2.16 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the bid proposal.

2.17 Criminal History and Background Investigation

The bidder hereby explicitly authorized the Iowa DOT to conduct criminal history

and/or other background investigation(s) of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the contract.

2.18 Bid Proposal Clarification Process

The Iowa DOT reserves the right to contact a bidder after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the bidder's bid proposal. The Iowa DOT will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the bidder is offering to the Iowa DOT. An individual authorized to legally bind the bidder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.19 Disposition of Bid Proposals

All proposals become the property of the Iowa DOT and shall not be returned to the bidder. In the event the Iowa DOT terminates this IFB, the Iowa DOT will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties except for information for which bidder properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a bidder as public information following the conclusion of the selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the bid proposal. The Iowa DOT release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the bidder's Bid Proposal. In addition, the bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the bidder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on each page of the document containing confidential information (watermark). Failure to properly identify specific confidential information shall relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the bidder.

If the bidder designates any portion of the IFB as confidential, the bidder must

submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this IFB. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the bidder seven calendar days prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The bidder's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the bidder may have had.

2.21 Copyrights

By submitting a bid proposal, the bidder agrees that the Iowa DOT may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The bidder consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

2.22 Release of Claims

By submitting a bid proposal, the bidder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this IFB.

2.23 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the IFB. The Iowa DOT will not necessarily award any contracts resulting from this IFB to the bidder(s) offering the lowest cost. Instead, the Iowa DOT will award the contract(s) to the compliant bidder(s) that are responsive and responsible. The intent is to award to multiple per category, but this is at the discretion of the procurement administrator. In the event that more than 5 responsible and responsive vendors per category have been evaluated, the procurement administrator may determine 5 qualified vendors based on the lowest bid base price (options prices will not be evaluated) and award contracts to those bidders. It may be determined that the public transit agencies needs are met with fewer than 5 therefore fewer will be awarded contracts as well. If multiple makes/models are bid from different vendors, the award will go to lowest base price vendor. Vendors may also be removed in any one or all sections if the base bid(s) is outside of a fair competitive range determined by the procurement administrator.

The evaluation and selection of a contractor or contractors will be based on; the information submitted in the proposal and references and required presentations and demonstrations (if applicable). Failure to respond completely may be the basis for rejecting a proposal. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or

desired.

2.24 Award Notice and Acceptance Period

Notice of intent to award the contract(s) will be sent to all bidders submitting a timely bid proposal. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT. If the successful Contractor(s) fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion, may cancel the award and award the contract to the next highest ranked bidder the Iowa DOT believes will provide the best value to the State.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, copies of proposals will be available for public inspection on the Office of Public Transit website.

Proposals containing propriety information must have the specific information considered proprietary clearly marked. All information included in the proposal not indicated as proprietary will be open for inspection. All proposals become property of the Iowa DOT.

2.24.1 Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder(s) whose submitted quotation is the most advantageous, costs and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule. The Iowa DOT reserves the right to reject any or all bids, to waive formalities, and to accept the proposal(s) deemed to be best in accordance with Federal Transit Administration procurement guidelines. Bidders should note that items priced are subject to a financial assistance contract(s) between the Iowa DOT and Iowa Public Transit Systems funded by grants from the FTA and/or State of Iowa. Any unauthorized changes or omissions to the proposal forms will be considered sufficient grounds for rejection of bid(s)/proposal(s) and shall be considered non-responsive.

An evaluation team comprised of the Iowa DOT's Transit Programs Administrators and staff from Iowa public transit systems may be used to determine the awards of this IFB. The procurement administrator or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the procurement administrator of the Iowa DOT Office of Public Transit.

2.25 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful bidder and the Iowa DOT.

2.26 Choice of Law and Forum

This IFB and the resulting contract are to be governed by the regulations of the Federal Transit Administration and the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Bidders are responsible for ascertaining pertinent legal requirements and restrictions.

Any and all litigation or actions commenced in connection with this IFB shall be brought in the appropriate Iowa forum. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

2.27 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official. The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.28 No Minimum Guaranteed

The Iowa DOT anticipates that the selected bidder(s) will provide services as requested by the approved purchasing agencies. The Iowa DOT will not guarantee any minimum compensation will be paid to any bidder or any minimum usage of the bidder's services/products. No minimum or maximum number of buses are required to be stated as the bid is conducted by a state agency (per FTA rules). Bus purchases are to be determined by funding levels awarded by the FTA from year to year and are outside the control of the Iowa DOT and the individual transit agencies, therefore stating numbers to be purchased is not possible.

2.29 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions contained in this IFB. Should the Bidder take exception to the terms and conditions required by the Iowa DOT, the Bidder's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Bidder regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Bidder's proposal.

2.30 Licenses, Permits and Inspections

The Bidder shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Bidder shall pay for all licenses, permits and inspection fees required for its work. The Bidder must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.31 News Releases

News releases or other materials made available to the media or the public, the Bidder's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa DOT.

2.32 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73 and Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the bidder will take documented steps to

encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and *click on* Search Targeted Small Businesses.

2.33 Bidders' Conference (Pre-Bid)

A pre-bid conference will not be held for this IFB

2.34 Presentation and Demonstrations

There are no presentations or demonstrations planned for this IFB

3.1 Overview

This Invitation for Bid (IFB) describes a relationship to be established between the Public Transit Providers and a responder(s) to provide advertising on/in public transit vehicles. The IFB also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. The Iowa DOT, Office of Public Transit is soliciting proposals for marketing services on behalf of the multiple transit providers in the state of Iowa, state regents, any state of Iowa department to be funded through Federal Sections 5310, 5311, and 5339 programs (as well as any FTA program re opened or new), other government programs, State funds, and agency local funds. The State will select the successful responders based on criteria set forth in Section 3, Evaluation Criteria. Participating agencies will select a vehicle and options available from the proposals only. Additional options may be provided (i.e. on-line marketing) but they will not be evaluated or used to determine awards. The agencies are not required to utilize these awards for marketing and are still free to conduct their own independent procurement if awardee(s) do not meet their individual needs.

Rural and urban public transit systems funded through state and Federal funds administered by the Office of Public Transit (as well as any other approved agency) will individually issue purchase orders/revenue sharing agreements through an approval process at the Office of Public Transit.

Responses will only be accepted from the marking firm themselves. Responders should briefly outline their company's experience and qualifications. The state reserves the right to inspect any vendor location to verify the accuracy of the information provided. All decisions of the state will be final.

All of the signage on/in vehicles, bus shelters, and/or bus benches shall be completely installed and all adjustments shall be made that are required to prepare the vehicle for immediate and continuous operation upon delivery. Any signage that is delivered which fails to meet specifications will be replaced or brought up to specification at no additional expense to the state or the public transit system. All signage must comply with all state, federal, and local agency regulations in effect on the contract start date.

3.2 Project Purpose

Seeking responsive and responsible bidders to provide up to 35 designated public transit systems and other stated agencies (if applicable) with transit vehicle, bus shelter, and bus bench marketing/advertising. Selected bidders will only be those that meet the minimum specifications and complete all required aspects of this IFB and can meet all FTA requirements.

3.3 Vendor Responsibilities

The Contract Bidder(s) will be required to provide the following:

3.3.1 Upon notification of Contract award, notify procurement administrator of the names and addresses of the suppliers/manufacturers, the locations of installation (including if you have the ability to travel to the transit agency facilities), plus the contact person at said locations. In the event the final installation process takes place in more than one location, the Contract Bidder shall so notify procurement administrator and describe the final installation processes to be performed at each location.

3.3.2 Delivery and completion

3.3.2.1 Each application shall be completed within a time frame determined by the Responder's offer.

3.3.2.2 Make arrangements to correct, or have corrected, any and all vehicle, shelter, and/or

bench and/or included equipment deviations of specification requirements identified in the inspections. A vehicle, shelter, bench, etc will not be accepted until it passes all inspections by the transit representative.

- 3.3.2.3 An estimated schedule for completion time per application shall be submitted.
- 3.3.2.4 The Contract Bidder shall assume all responsibilities and liabilities incident to such delivery is applicable.
- 3.3.2.5 The Contract Bidder shall arrange for the complete correction of all defects occurring prior to acceptance of the vehicle. All defects occurring prior to acceptance of the vehicle shall be the responsibility of the Contract Bidder, and will be fully corrected at the Contract Bidder's expense and/or under applicable warranty, including transportation costs.
- 3.3.2.6 The Contract Bidder may only accept orders from the State of Iowa's 35 designated public transit agencies, and state offices and regents when referencing this procurement.
- 3.3.2.7 Usage Reports. Not required by the Office of Public Transit. Data is compiled through transit system reimbursements.

3.4 Prices/Revenue Share.

Prices/Revenue Sharing shall remain firm for the initial TWO-YEAR contract term. A unit price based on minimum base specifications (which includes all delivery charges if applicable) must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

- 3.4.1 Transportation. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock, warehouse, or purchasing agency facility unless otherwise stated in the Special Terms and Conditions.
- 3.4.2 Price changes. During the life of the Contract, any or all temporary price reductions/share changes, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the procurement administrator and entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.
- 3.4.3 Transportation cost. All costs associated with freight charges from the manufacturer to the Contract Bidder should be included in the base price of the bus. All equipment will be delivered to the Purchaser, FOB Destination, with transportation charges included in the base bid price. The Purchaser reserves the option to pick up the materials at the vendor location and will advise the Contract Bidder accordingly prior to the scheduled delivery date. All purchase orders and payments/revenue shares are to be made between the vendor and the transit agency
- 3.4.4 Quantity price/revenue. Responders may offer discounts/increased revenues to Purchasers that order more than one bus to be covered at a time. The adjustment offered, if applicable, will not be a factor in the evaluation process and must be listed in the quote. Responders may select and list options that would not receive the quantity order discount. Use the option number from the specifications to identify these options.
- 3.4.5 Complete and return. The Quantity price change Form, regardless if a discount is offered, that is included in Section VI, Required Forms.

3.4.6 Taxes. No taxes should be calculated into any costs. Taxes will be calculated and invoiced, if applicable, as a separate line item on the invoice. For the purposes of this solicitation, motor vehicle means any self-propelled vehicle required to be licensed for road use and any vehicle propelled or drawn by a self-propelled vehicle required to be licensed for road use. It includes vehicles such as cars, vans, pick-ups, trailers, and motorcycles. It does not include snowmobiles or manufactured homes.

3.5 Federal Regulations

3.5.1 FTA Regulatory Compliance. Specific provisions in the Contract article include, in part, certain standard terms and conditions required by the Federal Transit Administration (FTA), as set forth in 49 CFR section 18.36 and FTA Circular 4220.1F, dated November 1, 2008, or current circular, as amended, are hereby incorporated by reference. Notwithstanding anything to the contrary in the contract, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contract Bidder shall not perform any act, fail to perform any act, or refuse to comply with any State of Iowa requests which would cause the State to be in violation of the FTA terms and conditions. The Contract Bidder shall comply with the required FTA clauses. The Contract Bidder's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the terms of the Contract, shall constitute a material breach of the Contract. All forms required as part of this proposal are included in the Contract by reference.

3.5.2 Lobbying Restrictions: The undersigned certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (see attachment for signature page)

3.5.3 No Government Obligation to Third Parties

3.5.4.1 The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions. The Contract Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3.5.4 Program Fraud and False or Fraudulent Statements and Related Acts

3.5.4.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3.5.4.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

3.5.4.3 The Contract Bidder agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.5.5 Civil Rights

3.5.5.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC. § 12132, and Federal transit law at 49 USC. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contract Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

3.5.5.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract.

3.5.5.3 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC. § 2000e, and Federal transit laws at 49 USC. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. In addition, the Contract Bidder agrees to comply with any implementing requirements FTA may issue.

3.5.5.4 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC. § 623 and Federal transit law at 49 USC. § 5332, the Contract Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contract Bidder agrees to comply with any implementing requirements FTA may issue.

3.5.5.5 Disabilities. The Contract Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC 792, 49 USC 5301 (d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

3.5.5.6 The Contract Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 3.5.6 Noncollusion Certifications. When included with the IFB, the Responder shall complete and submit the Affidavit of No collusion, which is required on all responses (see attachments).
- 3.5.7 Fly America. The Contract Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contract Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contract Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 3.5.8 Disadvantaged Business Enterprises (DBE). Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-

neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

- 3.5.9 Certification of Restrictions on Lobbying; Disclosure. The Contract Bidder certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Contract Bidder for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This certification will be incorporated into the Contract. The Contract Bidder further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the Contract Bidder in this agreement, the Contract Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (see attachments).

The Contract Bidder will require the language of this certification be included in the award documents for any subcontracts over \$100,000.00 under the Contract. All subcontractors shall certify and disclose accordingly to the Contract Bidder. The certifications in this paragraph are material representations of fact upon which the State relies when this Contract is made.

- 3.5.10 Clean Air Act and Federal Water Pollution Control Act: The Contractor agrees; it will not use any violating facilities, it will report the use of facilities places on or likely to be placed on the U.S. EPA "List of violating facilities," it will report violations of use of prohibited facilities to the FTA, and it will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C 7401-7671Q); and the Federal Water pollution Control Act as amended (33 U.S.C 1251-1387)
- 3.5.11 Energy Conservation: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 3.5.12 Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (23) dated October 1, 2016) between Purchaser and FTA, as they

may have amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3.5.13 Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated October 1, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Iowa DOT requests which would cause Iowa DOT to be in violation of the FTA terms and conditions.

3.5.14 Resolution of Disputes, Breaches, Terminations, or Other Litigation:

Disputes. Disputes arising in the performance of this Contract which are not resolved by concurrence between the purchasing public transit agency and the contractor shall be decided in writing by the procurement administration. Such decision shall be final and conclusive unless within ten (10) days from the date of receipt of notice thereof by Contractor, Contractor mails or otherwise furnishes a written appeal to the procurement administrator. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the procurement administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by the procurement administrator, Contractor shall continue performance of its duties and obligations under the Contract Documents while matters in dispute are being resolved.

Claims for Damages. If the public transit agency or contractor suffers injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees, representatives, or agents, The IowaDOT will not interfere or interject in any claims. Each purchasing agency is an independent entity and is responsible for their own claims, disputes, litigation outside of the IowaDOT. The procurement administrator will mediate and make a final determination in non-legal disputes (see disputes above). This IFB has been conducted on behalf of Iowa's public transit agencies, regents, and other state offices as a courtesy. The IowaDOT itself makes no purchases for or on behalf of public transit agencies. The IowaDOT does not require the purchasing agencies to purchase off of this procurement. Each agency has the right and authority to conduct their own procurement outside of this IFB; therefore, the IowaDOT has no involvement in legal issues between the purchasing agency and the Contractor and shall be indemnified.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the purchasing public transit agency and Contractor arising out of or relating to the contract documents will be decided by the purchasing agency and the contractor.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the purchasing public transit agency or Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Terminations. See section 6.10

3.5.15 Recycled Products: 40 CFR Part 247 requires a preference for recycled materials. It is not an absolute mandate. 40 CFR 247.2(d) states as follows: RCRA section 6002(c)(1) requires procuring agencies to procure designated items composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, considering such guidelines. Procuring agencies may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

3.5.16 Privacy Act: The Privacy Act of 1974, 5 U.S.C. § 552a , establishes a code of fair information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in systems of records by federal agencies. A system of records is a group of records under the control of an agency from which information is retrieved by the name of the individual or by some identifier assigned to the individual. For more information search US Department of Justice Privacy Act of 1974.

4.1 Instructions: The following instructions prescribe the format and content of the Bid Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the rejection of the Bid Proposal. It is the request of the Iowa DOT that the following section headings be used in the bidder responses to this IFB and that they be arranged in the order as listed in the proposal. The bidder should provide a table of contents. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the bidder's bid.

4.1.1 The Bid Proposal shall be submitted on a flash drive mailed/delivered:

4.1.2 The sealed envelope used to submit the flash drive bid shall be labeled as below with the name of the bidding agency and address in the top left corner of the envelope (see final page of this document)

*Iowa Department of Transportation
Office of Public Transit
800 Lincoln Way Ames, Iowa 50010
Bus Bid IFB # OPT2018PTVA
Attention: Ryan Ward*

The Iowa DOT shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled.

4.1.2 Flash drive(s) and one (1) removable media (example: CD or flash drive) is allowed in the sealed envelope

4.1.3 If the Bidder designates any information in its Bid Proposal as confidential pursuant to Section 2.20, the Bidder must watermark or stamp "Confidential" clearly on each page.

4.1.4 Bid proposals shall not contain promotional or display materials.

4.1.5 Attachments shall be referenced in the Bid Proposal.

4.3 Technical Proposal

The following documents and responses shall be included in the Technical Proposal section of the flash drive in the order given below:

4.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter and page numbers listed in accordance with the provisions of Section 2.21. In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.2 Table of Contents

The Bidder should include a table of contents of its Bid Proposal and submit the check list of submittals per Attachment # 4.

4.2.3 Terminations, Litigation, Debarment

The Bidder must provide the following information for the past five (5) years: (also see Attachment 1).

4.2.3.1 Has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.3.2 Describe any damages or penalties assessed against or dispute settlements entered into by the Bidder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

4.2.3.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

4.2.3.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract.

4.2.4.5 Any irregularities discovered in any of the accounts maintained by the Bidder on behalf of

others, describe the circumstances and disposition of resolving the irregularities. The above disclosures are a continuing requirement of the Bidder. The Bidder shall provide written notification to the Lead Agency of any such matter commencing or occurring after submission of a Bid Proposal, and with respect to the successful Bidder, following execution of the Resulting Contract.

4.2.4 Certification Letter (Attachment 1)

The Bidder shall sign and submit with the Bid Proposal the document included as Attachment (Certification Letter) in which the Bidder shall make the certifications included in Attachment 1.

4.2.4.1 The successful Bidder will be required to register to do business in Iowa before payments can be made. For bidder registration documents, go to:

<http://www.iowadotpurchasing.com>

4.2.5 Acceptance of Terms and Conditions

The Bidder shall specifically agree that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the IFB. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the IFB page and section and provide the reason for the objection. Objections or responses that materially alter the IFB may be deemed non-responsive and result in rejection of the Bid proposal.

4.2.6 Authorization to Release Information (Attachment 2)

The Bidder shall sign and submit with the Bid Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Bidder authorizes the release of information to the Iowa DOT.

4.2.7 Firm Bid Proposal Terms (Attachment 4)

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Bid Proposals.

4.2.8 Technical Specifications: When brand names of manufacturer's numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the Solicitation states "No Substitute." Responses will be considered on other makes, models or brands having comparable quality, style and performance characteristics. Manufacturer and/or vendor must include detailed information on the manufacturer's product that is being offered to the public transit agencies. The Contract Bidder must notify the State of the manufacturer's cut-off dates on equipment furnished within five business days after notice is received from the manufacturer. Failure to notify the State may result in disqualification from future State projects. Describe your ability to meet this requirement. As this IFB covers two years, it is assumed that a product or method of installation may change during the contract term. If these do occur during the term of the Contract, **price/revenue share adjustments will not be accepted**

4.3 Evaluating Specifications

- 4.3.1 Financial Proposal: Proposers need to include a revenue sharing plan that details an annual revenue guarantee which would be paid to each individual participating Iowa Public Transit Agency during each contract year (hereinafter referred to as a “Minimum Guaranteed Payment”) and a proposed percentage of net revenues due to the purchasing agency once the Minimum Guaranteed Payment has been exceeded (hereinafter referred to as a “Revenue Share”). Advertising shall include (at a minimum) interior flyers, external bus, bus shelters, and bus bunches. Bidder must supply a list of all available advertising options. There shall be no hidden costs or percentage of revenues. All costs, revenue, revenue share percentages, surcharges, fees, etc must specifically detailed in the bid. All application and removal of marketing materials shall be the responsibility of the bidder and costs associated must be part of the bid proposal.
- 4.3.2 Advertising Standards: Advertising to be displayed or played under the terms of this contract shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws or regulations of the United States, State of Iowa or political subdivision, or individual public transit agency advertising policy. The public transit agencies reserve the right to screen and approve any advertisement prior to its production and installation. The public transit agency shall specifically review and approve (1) PSAs, (2) political advertising, and (3) donated advertising at their discretion and shall have the right to require the removal of any advertising which brings disrepute. The Contractor shall remove such advertising within a reasonable time of receiving notice from the public transit agency.
- 4.3.3 Special Situations: Special advertising situations are those situations where the transit agency is displaying advertising that does not generate revenue, but meets other objectives and goals of the agency. Special advertising situations may be placed as a Print Advertisement, Audio Advertisement or both. Special advertising situations, unless otherwise noted, are performed at no cost to the transit agency and do not entitle the successful bidder to any revenue share or payment under this agreement. Generally, these special advertising situations shall be displayed or played in available advertising space. In the event that available advertising space becomes limited, the transit agency reserves the right to set aside up to fifteen percent (15%) of available print advertising space for displaying special advertising situation ads. All forms of advertising which fall under special advertising situations may be removed if space is needed to place paid advertisements. The following are the permitted forms of special advertising situations allowed under this agreement:
- 4.3.3.1 In-House Messaging: In-House Messaging is any advertising that the public transit agency places to communicate messages from the agency to passengers and the general public. The public transit agency shall be responsible to pay production, installation, and removal costs. In-House Messaging may be removed to place paid advertisements.
- 4.3.3.2 Co-Promotions: Co-Promotions are ads with local attraction such as museums, zoos, sports teams, and special events such as RAGBRAI. The purpose of the co-promotion is often to encourage the public to take public transportation to the attraction or event. Co-promotions may be removed to place paid advertisements. The public transit agency and the Co-promoter shall jointly be responsible for the production, installation, and removal costs.
- 4.3.3.3 Donated Space: From time-to-time a transit agency may donate advertising space. Donated space may be made for advertising that serves the public interest, but may not meet the criteria for a Public Service Announcement. Donated advertisements shall be reviewed and approved in accordance with the agencies’ policies and procedures. The

organization placing the donated advertising is responsible for any production, installation, and removal costs.

4.3.3.4 Public Service Announcements: The agencies may allow Public Service Announcements (hereinafter referred to as PSAs) to be displayed on our transit vehicles and bus stop shelters or played as audio ads on our annunciator system. Organizations wishing to display or play PSAs shall submit their proposed advertisement for approval to the transit agency manager or designated employee. All PSAs will follow the guidelines of each agency's policies. The organization placing the PSA will be responsible for any production, printing, installation, and removal costs.

4.3.4 Types of print advertising products:

4.3.4.1 The successful bidder shall provide a direct application bid and mounting on Coroplast (or approved equal) bid for the following advertising products described in this section. These categories of advertising products are representative of current applications used. Additional products, as approved by each transit agency, may be added as the successful bidder's advertising program develops and expands.

1. Full Wrap (35' and 40')- covers entire bus and windows; is an exterior display appearing on the entire bus. The bus is fully wrapped with full-color graphics produced on two kinds of bus wrap, one for the body of the bus and another for the windows.
2. King Kong Wrap (20' x 96")- covers top to bottom between wheel wells.
3. Full Back Wrap (99" x 96.5")- covers entire back of bus.
4. Half Back Wrap (99" x 38")- covers entire bottom half the bus back.
5. King (144" x 30")- covers portion of driver side of the bus between the windows and wheel wells.
6. Queen (108" x 30")- covers portion of passenger side of the bus between the windows and wheel wells.
7. Taillight Small (72" x 18")- covers a portion of the bottom half of the bus back.
8. Taillight Large (70" x 21")- covers a portion of the bottom half of the bus back.
9. Headlights (44" x 16")- Coroplast Mounted Only- covers a portion of the bike rack on the front of the bus.
10. Interior Small (11" x 17")- overhead ad in bus interior.
11. Interior Large (11" x 26")- overhead ad in bus interior.
12. Direct Ceiling Application (24" x 48") – direct application to the bus ceiling
13. Smaller bus/van (minivan, conversion van, bus 20' to 30') StreetSide/Curbside (55" x 18")
14. Smaller bus/van Back Window (55"x18")
15. Various sizes for shelters and benches

4.3.5 Marketing Partners: Bidder must supply a complete list of available marketing partners, their products, companies represented, etc. Agencies must have freedom to select the marketing that best meets their needs based on their location, agency needs, and local advertising policies. For example. If the vendor has a contract with a company that is based in Des Moines and only has services in Des Moines, a transit system in Decorah or Sioux City may not see a value in that advertising and may select another option or contract with another approved vendor that best meets their needs.

5.1 Award

See previous sections.

5.2 Protest Procedure

Bid Specifications

Anyone wishing to file a protest concerning the specifications or the bid procedure must do so in writing. This written protest must be received by the Office of Public Transit (OPT) procurement administrator at the Iowa DOT no later than 72 hours prior to bid opening. If protests are received that cannot be resolved by the designated time for bid opening, the OPT shall delay the bid opening until the protest is resolved. However, the decision must be issued in writing by the OPT within no more than (5) working days from the date the written protest was received. If anyone wishes to protest some aspect of this procurement other than specifications or bid procedure, or something about the bid procedure that only becomes evident after the bid opening, they must file the protest in writing via email. This written protest must be received by the procurement administrator no later than (5) working days after notification to all bidders of their contract award decision, and the OPT must issue its written email decision within no more than (5) working days from the day the written protest was received. If a protester feels that the OPT has not followed these protest procedures, the protester has (10) working days from the alleged infraction to file a subsequent protest with the Iowa Department of Transportation Modal Division Director. The Iowa Department of Transportation Modal Division Director will issue its written decision within 20 working days of receipt of such an appeal. Any further appeal at the state level must be in accordance with Chapter 17A of the Iowa Code.

Protest of Contract Award

Anyone wishing to file a protest concerning the contract award must do so in writing. The OPT must receive this written protest via email no more than five (5) working days after the bid award. The OPT will issue its written decision on the protest with (5) days of receiving the protest. If anyone wishes to protest the decision, they must submit such protest in writing to the Iowa Department of Transportation, Modal Division Director which must receive this written protest within (5) days of the initial protest decision. A concurrent letter on the protest must be sent to the OPT procurement administrator. The Department of Transportation will issue its written decision on any timely protest within ten (10) business days. Any further appeal at the state level must be in accordance with Chapter 17A of the Code of Iowa. A protester must exhaust all administrative remedies with the SPO and then with the Iowa DOT Purchasing Director before pursuing a protest with the Federal Transit Administration (FTA). Reviews of any protest filed with the FTA will be limited to review of whether the OPT or the Iowa DOT, as the Grantee, failed to have or follow its protest procedures, or failed to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional [901 Locust Street, Kansas City, MO, Suite 404, 64106] or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Any protest filed with FTA shall also be sent simultaneously to and the OPT of the Iowa DOT. Any allegation that a violation of Federal law or regulation may have occurred shall be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be handled under the jurisdiction of Iowa or local authorities.

6.1 Contract Terms and Conditions

The contract(s) that the Department expects to award as a result of this IFB will be based upon the Bid Proposal submitted by the successful Bidder(s) and the IFB. The contract between the Department and the successful Bidder shall be a combination of the specifications, terms and conditions of the IFB, including the terms contained in the Department's attachment(s), the contract terms and conditions contained at the web-addresses contained in the IFB, the offer of the Bidder contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the IFB herein and any other terms deemed necessary by the Department, except that no objection or amendment by a Bidder to the IFB requirements shall be incorporated by reference into the Contract unless the Department has explicitly accepted the Bidder's objection or amendment in writing.

The contract terms contained in Section 6 are not intended to be a complete listing of all contract terms but are provided only to enable bidders to better evaluate the costs associative with the IFB and the potential resulting contract. Bidders should plan on such terms being included in any contract awarded as a result of this IFB. All costs associated with complying with these requirements should be included in the pricing proposal or any pricing quoted by the bidder.

By submitting a Bid Proposal, each Bidder acknowledges its acceptance of the IFB specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Proposal. If a Bidder takes exception to a provision, it must state the reason for the exception and set forth in its Bid Proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the IFB may be deemed non-responsive by the Iowa DOT, in its sole discretion, resulting in possible rejection of the Bid Proposal. The Department reserves the right to either award a contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the successful Bidder if the best interests of the State would be served.

6.2 Contract Period

See Previous Info

6.3 Additional Cost Items Not In Contract

The Department is unaware of any additional Contract terms that would add cost.

Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Bidder.

6.4 Equipment Delivery Schedule

The equipment shall be delivered as agreed upon between the successful Bidder and the purchasing agency.

6.5 Installation and Implementation

Will be discussed between the vendor and the purchasing agency with the Iowa DOT serving as mediator only. Ad installation time, removal, marketing partners, etc will be evaluation as part of award.

6.6 Scope of Work (Services)

The services to be performed pursuant to and as a result of this contract by the bidder are described in Project Specifications, Section 3, and made a part hereof by this reference.

The bidder shall prepare and deliver specifications to the Iowa DOT which will detail the design, technical and functional capabilities, and other attributes related to the project, all as more fully described in Section 3.

6.7.1 Amendments to Scope of Services and Specifications.

The parties agree that the Scope of Services and the specifications may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties. Changes resulting in increased costs and/ or creating an unusable vehicle

based on needs of the purchasing agencies may result in the cancelation of the contract if the procurement administrator deems that the needs of the purchasing agencies can be met with other contracted vendors.

6.7.2 Industry Standards

Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

As long as the Iowa DOT notifies the bidder promptly of any services performed in violation of this standard, the bidder will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

6.7.3 Non-Exclusive Rights.

This Contract is not exclusive. The Iowa DOT reserves the right to select other vendors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract when necessary to meet the changing needs of the many purchasing agencies.

6.8 Licenses

The Bidder shall include the cost for all software licenses and annual software maintenance fees required for its work (if applicable). The Bidder must furnish a written copy of the software Terms and Conditions of software agreement with the submitted proposal.

The Bidder shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

6.9 Labor Regulations

All contractors, before entering into a contract with the Iowa Department of Transportation, must be registered with the Division of Labor in the Workforce Development Department, 515-281-3606 according to chapter 91C, Code 1993.

6.10 Contract Termination

It is imperative that the bidder consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the bidder's lack of ability to produce required results:

6.10.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

6.10.1.1 In the event the bidder is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

6.10.1.2 The Iowa DOT determines that the actions, or failure to act, of the bidder, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

6.10.1.3 The bidder fails to comply with confidentiality laws or provisions;

6.10.1.4 The bidder furnished any statement, representation or certification in connection with this Contract or the IFB which is materially false, deceptive, incorrect or

incomplete;

6.10.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the Iowa DOT to declare the bidder in default of its obligations under this Contract.

- 6.10.2.1 The bidder fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.
- 6.10.2.2 The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.
- 6.10.2.3 The bidder fails to make substantial and timely progress toward performance and deliverables within the contract.
- 6.10.2.4 The bidder consistently misses deadlines agreed upon with the Iowa DOT procurement administrator.
- 6.10.2.5 The bidder replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.
- 6.10.2.6 The bidder staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the bidder represented the skill sets of their staff that would be assigned to this engagement.
- 6.10.2.7 The bidder's staff turnover is unacceptably high to Iowa DOT.
- 6.10.2.8 The bidder fails to effectively manage bidder staff time and/or assignments and respond to Iowa DOT and/or purchasing agency question/comments in a timely manner.
- 6.10.2.9 The bidder's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).
- 6.10.2.10 The bidder's quantity of work is unacceptable to Iowa DOT. The bidder fails to perform additional assignments as requested.
- 6.10.2.11 The bidder does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.
- 6.10.2.12 The bidder's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.
- 6.10.2.13 The bidder becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bidder terminates or suspends its business; or the Iowa DOT reasonably believes that the bidder has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 6.10.2.14 The bidder has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.
- 6.10.2.15 The bidder has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

6.10.2.16 The bidder has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

6.10.3 Notice of Default

If there is a default event caused by the bidder, the Iowa DOT shall provide written notice to the bidder requesting that the breach or noncompliance be remedied within the period of time specified in the Iowa DOT's written notice to the bidder. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

6.10.3.1 Immediately terminate the contract without additional written notice.

6.10.3.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

6.10.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the bidder. Following termination upon notice, the bidder shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

6.10.5 Termination Due to Lack of Funds or Change in Law

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the bidder as a result of any of the following:

6.10.5.1 Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

6.10.5.2 Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.

6.10.5.3 The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

6.10.5.4 The Iowa DOT's duties are substantially modified.

6.10.6 Remedies of the Bidder in Event of Termination by the Iowa DOT

In the event of termination of this Contract for any reason by the Iowa DOT, the purchasing agency shall pay only those amounts, if any, due and owing to the bidder for services and/or vehicles and vehicle components actually rendered up to and including the date of termination of the contract and for which the public transit agency is obligated to pay pursuant to this Contract. Payment will be made by the public transit agency only upon submission of invoices, required Buy America documentation, and FMVSS documentation and proper proof of the bidder's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination. However, the Iowa DOT shall not be liable for any of the following costs:

6.10.6.1 The payment of unemployment compensation to the bidder's employees.

6.10.6.2 The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.

6.10.6.3 Any costs incurred by the bidder in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

6.10.6.4 Any taxes that may be owed by the bidder in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6.10.7 Bidder Termination Duties

The bidder, upon receipt of notice of termination or upon request of the Iowa DOT, shall:

6.10.7.1 Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.

6.10.7.2 Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the bidder.

6.10.7.3 Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the bidder under this Contract.

6.10.7.4 Cooperate in good faith with the Iowa DOT, its employees, agents and bidders during the transition period between the notification of termination and the substitution of any replacement bidder.

6.10.7.5 Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the bidder.

6.10.7.6 Immediately deliver to the Iowa DOT any and all Deliverables for which the Iowa DOT or designated public agency has made payment (in whole or part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

6.10.8 Unacceptable Deliverables

The bidder shall be required to perform the work for each deliverable in accordance with the terms, conditions, and representations of this Contract.

6.11 Contractor's Insurance Requirements

The resulting Contract will require the successful Bidder to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

Comprehensive General Liability including Contractual Liability; Contingent Liability; Explosion, Collapse and Underground Drainage Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

6.11.1 Bodily Injury: The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- Each person - \$750,000
- Each Accident/occurrence - \$750,000
- Workers Compensation - \$750,000
- Statutory Limits - \$750,000

6.11.2 Operations:

- Property damage - \$250,000 each occurrence

6.11.3 Builders Risk Insurance (Optional)

Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

6.11.3 The Certificate of Insurance must include the following

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

6.12 Performance Bond

Not required for this IFB.

6.13 Force Majeure

Neither Bidder nor the DOT shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Bidder shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Bidder or any parent, subsidiary, affiliated or associated company of Bidder; claims or court orders which restrict Bidder's ability to deliver the goods or services contemplated by this Contract; or Year 2000 issues or Y2K-related difficulties or problem.

If a "force majeure" delays or prevents Bidder's performance, the Bidder shall immediately

commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the DOT.

During any such period, the Bidder shall continue to be responsible for all costs and expenses related to alternative performance.

This Section shall not be construed as relieving the Bidder of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

6.14 Indemnification by Bidder

The Bidder agrees to defend, indemnify and hold the Iowa DOT, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Iowa DOT or the State of Iowa related to or arising from:

Any violation or breach of this Contract including without limitation any of the Bidder's representations or warranties; or Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Bidder, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Bidder in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Contract; or

The Bidder's performance or attempted performance of this Contract; or *Any failure by the Bidder to comply with all local, State and Federal laws and regulations*; or

Any failure by the Bidder to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Bidder to conduct business in the State of Iowa.

The Bidder's duty to indemnify as set forth in this section shall survive the expiration or termination of this Contract and shall apply to all acts taken in the performance of this Contract regardless of the date any potential claim is made or discovered by the STATE.

6.15 Indemnification by DOT

The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Bidder from and against any and all costs, expenses, loses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the DOT while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

At the option of the Iowa DOT, the Bidder shall be represented by the Attorney General of the State or special counsel retained by the DOT or the Attorney General of the State with respect to any litigation brought by or against the Bidder or such persons with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

Indemnification under this Section shall survive the termination of this Contract and shall include reasonable fees and expenses of counsel and expenses of litigation. If the DOT shall have made any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such person shall promptly repay such amounts to the DOT, without interest.

6.16 Payment

Payment for services will be made to/from the Contract Bidder by/to each public transit system.

6.17 Care of Property

The bidder shall be responsible for the proper custody and care of any the State- owned tangible personal property furnished for the bidder's use in connection with the performance of the contract, and the bidder will reimburse the Iowa DOT for such property's loss or damage caused by the bidder, normal wear and tear excepted.

6.18 Bidder Conduct

The bidder shall adhere to State and other written established work rules. The Iowa DOT Workplace Environment Policies and Procedures will be provided to the bidder. These rules consist of commonly accepted, professional business conduct.

6.19 Public Contract Termination

The Provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency shall apply to and be a part of this Contract, and shall be binding upon all parties hereto including sub-contractors and sureties upon any bond given or filed in connection herewith.

6.19.1 Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)- day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

6.20 Repayment Obligation In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors. Confidential Information (Attachment 6)

6.20.1 The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the DOT to the extent necessary to carry out its responsibilities under the Contract.

The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the DOT. The Contractor shall provide to the DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the DOT at all times.

6.20.2 No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the DOT, either during the period of the Contract or thereafter. Any data supplied by the DOT to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the DOT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the DOT. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

- 6.20.3 In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the DOT and cooperate with the DOT in any lawful effort to protect the confidential information.
- 6.20.4 The Contractor shall immediately report to the DOT any unauthorized disclosure of confidential information.
- 6.20.5 The Contractor's obligations under this section shall survive termination or expiration of this Contract.

Alterations to this document are prohibited (see Section 2.12.16)

Note: Effective Date follows signature of last page

Ryan Ward, Transit Programs Administrator Iowa
Department of Transportation 800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Mr. Ward:

I certify that the contents of the Bid Proposal submitted on behalf of authorized Bidder Company name designated in response to Iowa Department of Transportation's Request for Proposal (IFB) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in its Bid Proposal as the representative for the Bidder.

Certification of Independence

I certify that I am a representative of the Contractor expressly authorized to make the following certifications on behalf of the Contractor. By submitting a Bid Proposal in response to the IFB, I certify on behalf of the Contractor the following:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid Proposal has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Bid Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Bid Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently

indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three-year period preceding this Bid Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. Contractors are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid Proposal in response to (IFB), the Contractor certifies the following: (check the applicable box)

☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

☐ Contractor is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Contractor also acknowledges that the Iowa Department of Transportation may declare the Contractor's Bid Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Attachment # 2 – Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.12.16)

Note: Effective Date follows signature of last page

Ryan Ward, Transit Programs Administrator
Iowa Department of Transportation 800 Lincoln
Way Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION Dear Mr. Ward;

I certify that I am an authorized representative of the Bidder and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (IFB) designated on the cover page and specified following the signature line of this document.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk. The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Iowa DOT, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the IFB.

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Bid Proposal submitted in response to the IFB.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Bid Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the IFB.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Attachment # 3 – Requirements Checklist

This page is supplied as a checklist and is not intended to be used as an all-inclusive bid proposal requirement

Section	IFB REFERENCE	LOCATION OF RESPONSE
Cover	Bid Response	
Cover/4.3	Cost/Technical Specifications Response	
2.2/2.5	Acknowledgement that Proposal is not based on oral representations (Attachment 5)	
2.3/2.6	Vendor signed Addenda <i>if issued</i> . Posted on internet website: www.iowadot.gov/transit	
3	Specifications and Technical Requirements	
4.1.1	Original flash drive(s)	
4.1.4	Confidential Information noted on each corresponding page of the bid	
4.2.1	Transmittal Letter	
4.2.3	Termination, Litigation, Debarment	
4.2.4	Certification Letter (Attachment 1)	
4.2.5	Acceptance of Terms and Conditions	
4.2.6	Authorization to Release Information	
4.2.13	Firm Bid Proposal Terms (Attachment 4)	
6.20	Confidential Information & Non-Disclosure Agreement	

Ryan Ward, Transit Programs Administrator
Iowa Department of Transportation 800 Lincoln
Way Ames, Iowa 50010 Office of Public Transit
800 Lincoln Way Ames, Iowa 50010

Re: Firm Prices

Dear Mr. Ward:

By submitting a proposal in response to Iowa Department of Transportation Request for
Proposal Number listed below signature line, the undersigned certifies the following:

The Bidder shall guarantee in writing the availability of the products
offered and that all bid proposal terms, including price, will remain firm
based on criteria as stated in the IFB body.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Ryan Ward, Transit Programs Administrator Iowa
Department of Transportation 800 Lincoln Way
Ames, Iowa 50010

Re: Acknowledgement that Proposal is not based on oral representations or statements

Dear Mr. Ward:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

1. The Bidder's proposal, including cost, is based solely on its own understanding of the requirements of the IFB based on the written contents of the IFB, and any written addenda and written clarifications provided to bidders during the procurement process by the purchasing officer.
2. The bidder acknowledges and agrees that the Iowa DOT is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the IFB or included by written addenda or written clarifications during the procurement process and issued by the purchasing officer.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Exhibit Requirements Checklist

THE RESPONDER MUST COMPLETE, SIGN AND RETURN THE FOLLOWING FORMS FOR EACH MANUFACTURER OFFERED WITH ITS RESPONSE:

REQUIRED FORMS AND CERTIFICATIONS

Exhibit A.	Trade Secret Information Form
Exhibit B.	Affidavit of Non-collusion
Exhibit C.	Services and Delivery
Exhibit D.	Environmental Report
Exhibit E.	Taxpayer Identification
Exhibit F.	Buy America Rule Certification
Exhibit G.	Lobbying Restriction Certification
Exhibit H.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Exhibit I.	Clean Air Certification
Exhibit J.	Clean Water Certification

THE MANUFACTURER MUST COMPLETE AND SIGN THE FOLLOWING FORMS FOR EACH BODY, CHASSIS AND CLASS OFFERED AND THE SOLICITATION RESPONDER WILL RETURN THE FORM WITH ITS RESPONSE:

Exhibit K.	Certification of TVM/DBE Compliance
Exhibit L.	Cargo Preference Certification
Exhibit M.	Pre-Award and Post-Delivery Audit Certification
Exhibit N.	Bus Testing Compliance Certification
Exhibit O.	Certification of Compliance with Federal Motor Vehicle Safety Standards
Exhibit P.	ADA Certification
Exhibit Q.	Potential Participating Entities

Exhibit A Trade Secret Information

Data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

- ☐ My response does not contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My response does contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; AND
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" on each corresponding page of the bid and have included explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Exhibit B Affidavit of NonCollusion

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other bidder designed to limit fair or open competition;
3. That the contents of the IFB response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized

Signature:

Date:

Firm Name:

Subscribed and sworn to me this _____ day of

Notary Public My

commission expires

Exhibit C Services and Delivery

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to the Iowa DOT, Office of Public Transit procurement administrator. Any Contract Bidder found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.

SUBSEQUENT CONTRACT REVISIONS No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Bidder without the approval of the TPA. The Contract Bidder shall report any such requests to the TPA who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	
TELEPHONE			
NUMBER:	_____	FAX NUMBER:	
TOLL FREE			
NUMBER:	_____	E-MAIL:	

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	
TELEPHONE			
NUMBER:	_____	FAX NUMBER:	
TOLL FREE			
NUMBER:	_____	E-MAIL:	

ORDER ADDRESS:

Exhibit D Environmental Products and Services

Environmental Characteristics for Reporting Purposes The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient
LT = Less Toxic
PB = Plant-based
RB = Rebuilt
RC = Recycled Content

EM = Remanufactured
RE = Repair
US = Used
WC = Water Conserving
MU = Multiple Codes Specify:

(Post-consumer: %)

TO = Other Specify

RK = Reduced Packaging

NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here:

☐ _____ .

Mercury: The State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☐ Yes ☐ No If

yes, list the components that contain mercury: _____

Environmental Codes Definitions

EE (Energy Efficient): A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic): A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based): A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt): A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content): A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging): A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured): A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair): A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used): A product used or owned before without further manufacture.

WC (Water Conserving): A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes): A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other): A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

Exhibit E Taxpayer Identification

The Contract Bidder consents to disclosure of its social security number or federal employer tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Bidder to file tax returns and pay delinquent tax liabilities, if any.

Firm Name:

Address:

Federal Employer ID Number or Social Security:_____

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

Exhibit F Buy America Rule Certification

The Contract Bidder agrees to comply with 49 USC. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

A Responder must submit to the FTA recipient the appropriate Buy America certification (below) with all offers on FTA-funded contracts, except those subject to a general waiver. Responses that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock, and associated equipment

Certificate of Compliance with 49 USC 5323(l)(2)(C)

The Responder hereby certifies that it will comply with the requirements of 49 USC. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

Company Name _____

Signature _____

Title _____

Date _____

Certificate of Compliance with 49 USC 5323(l)(2)(C)

The Responder hereby certifies that it cannot comply with the requirements of 49 USC. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company Name _____

Signature _____

Title _____

Date _____

Exhibit G Lobbying (31 UCS. 1352, 49 CFR p. 19, 49 CFR p. 20)

Byrd Anti-Lobbying Amendment, 31 USC. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING

LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The

undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC. 1601, et seq.).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 USC. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC. A 3801, et seq., apply to this certification and disclosure, if any.

SIGNATURE

TYPED OR PRINTED NAME

TITLE

COMPANY

Office of the Secretary of Transportation 49 CFR Part 20, App. B

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 USC, section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Subawardee, e.g., the first Subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontract, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city state and ZIP code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal domestic assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (IFB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "IFB-DE-90-OO1."
9. For a covered Federal action where there has been an award or loan, commitment by the Federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (A) Enter the full name, address, city, state and ZIP code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(B) Enter the full names of the individual(s) performing service, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid to reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and review the collection of information.

Send comments regarding the burden estimate or any other aspect of this collection

49 CFR Pat 20, App. B

DISCLOSURE OF LOBBYING ACTIVITIES
0348-0046

Approved by OMB

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352. Approved by OMB 4040-0013

- 1) Type of Federal Action:
- A. Contract
 - B. Grant
 - C. Cooperative Agreement
 - D. Loan
 - E. Loan Guarantee
 - F. Loan Insurance
- 2) Status of Federal Action:
- A. Bid/offer/application
 - B. Initial award
 - C. Post-award
- 3) Report Type:
- A. Initial filing
 - B. Material change
- 4) Name and Address of Reporting Entity:
- Prime SubAwardee

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Congressional District if known _____

- 5) If reporting Entity in #4 is SubAwardee, Enter Name and Address of Prime

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Congressional District if known _____

- 6) Federal Department/Agency

- 7) Federal Program Name/Description

- 8) Federal Action # (if Known)

9) Award Amount (if known)

10) A. Name and Address of Lobbying Registrant

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

B. Name and Address of Individual Performing Services

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

- 11) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

First Name _____ Last Name _____

Title _____ PH # _____

Date _____

Exhibit H Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact the State for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by US General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals” [as defined at 49 CFR section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

SIGNATURE

TYPED OR PRINTED NAME

TITLE

Exhibit I Clean Air Certification

The Contract Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC. §§ 7401 et seq. The Contract Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contract Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SIGNATURE

TYPED OR PRINTED NAME

TITLE

Exhibit J Clean Water Certification

The Contract Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC. 1251 et. seq. The Contract Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contract Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SIGNATURE

TYPED OR PRINTED NAME

TIT

Certification of Non-Compliance

The Responder hereby certifies that it cannot comply with the requirements of 49 USC. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

SIGNATURE

TYPED OR PRINTED NAME

TITLE

Exhibit P ADA Certification

Certification of Compliance with the Americans with Disabilities Act of 1990

The manufacturer hereby certifies that it shall comply with all requirements relating to vehicle design or special equipment design as required by the Americans with Disabilities Act of 1990 and any other federal accessibility regulations and subsequent amendments thereto that may be applicable to this procurement.

SIGNATURE

TYPED OR PRINTED NAME

TITLE

Exhibit Q Potential Participating Entities

The following is a list of the potential customers who would be approved to buy from awarded bidders.

Transit Agencies

Burlington Urban Service
City of Clinton, Municipal Transit Administration
City of Fort Dodge (DART)
Marshalltown Municipal Transit
City of Mason City
City of Muscatine
Ottumwa Transit
Ames Transit Agency/CyRide
City of Bettendorf
University of Iowa, Cambus
Cedar Rapids Transit
Coralville Transit System
City of Council Bluffs
Davenport Public Transit (CitiBus)
Des Moines Area Regional Transit Authority (DART)
City of Dubuque, The Jule Iowa City Transit Sioux City Transit System
Metropolitan Transit Authority of Black Hawk County/Waterloo MET
Northeast Iowa Community Action Corporation - Transit/NEICAC-T
North Iowa Area Council of Governments/Region 2 Transit
Regional Transit Authority/RIDES
Siouxland Regional Transit System
MIDAS Council of Governments
Region Six Planning Commission/PeopleRides
Iowa Northland Regional Council of Governments/ Regional Transit Commission Region 8 Regional Transit Authority (RTA)
River Bend Transit
East Central Iowa Council of Governments Heart of Iowa Regional Transit Agency
Region XII Council of Governments/Western Iowa Transit System Southwest Iowa Planning Council/Southwest Iowa Transit Agency Southern Iowa Trolley 10-15 Regional Transit Agency
South East Iowa Regional Planning Commission/SEIBUS
Public Transit agencies not in Iowa, but part of an MPO shared between Iowa and another state.

Regents

Iowa State University, University of Northern Iowa, University of Iowa

State Agencies Any State of Iowa Agency

Bidder

**Iowa Department of Transportation
Office of Public Transit
800 Lincoln Way Ames, Iowa 50010
Attn: Ryan Ward**

SEALED BID

PROPOSAL NO: _____

**PROPOSAL
DESCRIPTION:** _____

LETTING DATE: _____

RESOLUTION APPROVING A CONTRACT FOR TRANSIT ADVERTISING BETWEEN
THE CITY OF MARSHALLTOWN, IOWA AND MIDWEST TRUCK ADVERTISING LLC,

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Transit Advertising Services; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with Midwest Truck Advertising LLC is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on March 11, 2019, and continue through March 11, 2022, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract.

Passed this 11th day of March 2019 and signed this ____ day of March 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TRANSIT ADVERTISING CONTRACT

This CONTRACT is made on _____, _____, between _____, (hereinafter called "TRANSIT AGENCY"), and Midwest Truck Advertising LLC. (hereinafter called "Contractor"). TRANSIT AGENCY and Contractor in consideration of the mutual covenants contained herein, and for valuable consideration exchanged between the parties hereto, hereby agree as follows:

1. DEFINITIONS Advertising - the removable graphics and the words, pictures and symbols visible to the public which are put on the graphics. Billing - The total of all payments that the Contractor requests from clients in a calendar month. Bus - A standard transit coach for transporting passengers that is either in use or standing by as a spare on a daily basis. Client - The person or company paying the Contractor to install advertising. Eliminate buses - Selling a bus or assigning a bus to a contingency status in long-term storage. Unnecessary Graphic Removal - The Removal of graphics prior to consulting with the transit agency or contractor to determine the appropriate reason for removal of client graphics. Uncollectible Billing - Revenues that are billed to an advertiser and are not paid for by the advertiser. Production Costs - Revenues which are to be used for designing, installing and removing Advertising. Work Area - Space that is at least 7 feet away from Bus to accommodate installers and insure installation performance.

2. CONTACT DURATION The duration of this CONTRACT shall be for 3 years beginning on _____, _____, unless otherwise terminated under the provisions of this CONTRACT and continue until _____, _____.

3. OBLIGATIONS OF CONTRACTOR

A. TRANSIT AGENCY hereby grants to the Contractor the exclusive right and privilege to solicit, sell, and display advertising on the interior and exterior of buses operated by TRANSIT AGENCY, where allowed by TRANSIT AGENCY. The Contractor shall operate to maximize the revenue generated from such advertising. The Contractor shall provide this service in accordance with this contract.

B. Advertising displayed under the terms of this contract shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws or regulations of the United States, State of Iowa or political subdivision thereof having jurisdiction over TRANSIT AGENCY. TRANSIT AGENCY shall have the right to require the removal any advertising that brings disrepute upon the TRANSIT AGENCY.

C. All advertising shall be provided, installed, changed, repaired and removed at the sole expense of the Contractor, except when it is removed by TRANSIT AGENCY for Unnecessary Graphic Removal without notifying CONTRACTOR prior to graphic removal .

CONTRACTOR shall be fully responsible for damages caused by graphics and advertisements placed by CONTRACTOR and removed by the CONTRACTOR for the purposes of prospecting for or collecting revenue.

D. In consideration of the rights and privileges granted under this contract, the Contractor shall pay to the TRANSIT AGENCY each month an amount equal to 50% of the Net monthly amount of advertising billing that the Contractor sells. Production costs are paid by the advertiser, and the production costs are not shared with the transit agency. The Production Costs are billed separately from the monthly advertising costs. The Contractor will be Responsible for providing the TRANSIT AGENCY with a Minimum of \$500.00 Per Year During the Duration of this Agreement.

E. In all cases, the percentage payment will be based upon the monthly Revenue Collected by the Contractor and not upon monthly Billing Items. Contractor bears responsibility for all uncollectible billing, except in the case of legally filed bankruptcies. Contractor is responsible for collection attempts in efforts to collect unpaid advertising fees, If collection attempts are unsuccessful, the billing will be accelerated to the advertiser, and the advertising signs and words will be removed, and the payments to the transit Agency will stop and will only continue when the advertiser remits payment to contractor for the amount of advertising costs which has been billed. The Contractor shall furnish to TRANSIT AGENCY each month a copy of the client billing and receipts and at the same time remit to TRANSIT AGENCY the percentage payment for that month.

F. Contractor shall be knowledgeable of and shall comply with all applicable local, state and federal laws and regulations. Contractor shall be solely responsible for the payroll, benefits, personnel administration, and supervision of all personnel hired by the Contractor to provide the services required by this contract.

G. In the event of occurrences that are beyond the control of the Contractor or TRANSIT AGENCY, such as a labor strike, act of war, act of terrorism, or natural disaster, the Contractor shall be able to pro-rate, re-negotiate or cancel this contract with 30 day notice.

4. OBLIGATIONS OF TRANSIT AGENCY

A. TRANSIT AGENCY shall, at no charge, so far as practical and convenient to TRANSIT AGENCY, make available to Contractor work area for use in connection with its operation hereunder. The Contractor shall keep the work area clean and neat. From time to time, CONTRACTOR may request TRANSIT AGENCY to travel to install facility within 25 miles & within practical business hours if no indoor facility is provided by transit agency.

5. RIGHTS OF TRANSIT AGENCY AND CONTRACTOR

A. This contract applies to all available buses. TRANSIT AGENCY reserves the right to add or eliminate buses from its fleet without permission from the Contractor. In the event of such addition or elimination of buses from the fleet, TRANSIT AGENCY shall notify

Contractor 30 days in advance, if possible, in order for the Contractor to accommodate any client notifications and/or billing modifications, and the guaranteed and percentage payments by the Contractor shall be appropriately adjusted.

B. TRANSIT AGENCY hereby grants the right to duly authorized and properly identified representatives of Contractor to enter upon TRANSIT AGENCY property, during normal business hours, for the purpose of operating under this contract.

C. CONTRACTOR agrees to permit any accredited representative of TRANSIT AGENCY at any time during normal and usual business hours, and from time to time, to inspect and examine the books and records of advertising billing of Contractor.

D. Trades of advertising for merchandise or other concessions may not be made during the term of this contract without the consent of both parties.

E. CONTRACTOR may set rates to be charged for advertising, and terms and conditions, and manner of payment by clients. Current rate schedules to be charged advertisers shall be available to TRANSIT AGENCY at any time upon request.

F. CONTRACTOR agrees that TRANSIT AGENCY may use at no charge any empty advertising space which are available from time to time for the purpose of promoting TRANSIT AGENCY transit business and in such event, TRANSIT AGENCY shall furnish Contractor such advertising signs TRANSIT AGENCY expense.

G. While Contractor proposes to exercise every reasonable business effort to install advertising sold at the maximum rate in every space, it is recognized by the parties hereto that Contractor may not at all times during the period of this contract be able to reach the maximum and Contractor shall have the right to install public, educational, and charitable advertising at a reduced rate. The reduced rate will be agreed upon by both Transit Agency and Contractor. Contractor may also use any vacant sign space to advertise for Contractor at no charge, to prospect for Revenue opportunity.

H. In addition to other rights of the parties contained herein, the Contractor and Transit Agency each has the right to terminate this contract at any time on 30 days written notice in the event that the other party has failed to comply fully with the terms and conditions contained herein and upon 90 days notice at the request of either party.

I. This contract may be extended for subsequent like periods upon agreement of both parties to for contractor to continue to collect and remit payment to transit Agency until client contracts expire. This contract may be renewed for three additional 2-year terms by mutual agreement. The renewal shall be in writing.

6. AMENDMENTS This contract may be amended or otherwise modified only by written

document executed by both parties and failure on the part of either party to enforce any provision of this contract shall not be construed as a waiver of the right to compel enforcement of such provision, nor act to relieve either party of its obligations under this contract. There are no understandings, contracts, or conditions with respect to this contract except those contained in this contract and in the documents incorporated by reference. This contract may not be assigned, transferred, conveyed, or encumbered by either party without the express written consent of the other party. In witness whereof, duly authorized representatives of each party execute this contract.

TRANSIT AGENCY, _____

Print Name

Date

MIDWEST TRUCK ADVERTISING LLC

CONTRACTOR _____

Print Name

Date

Midwest Truck Advertising LLC

Jeff Lamb

(515) 350-3305

P.O. Box 3822

Urbandale, IA 50323



2019-__

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
216-218 EAST MAIN STREET, MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the “Façade Improvement Program”) and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Incentive Grant Committee has received an application for 216-218 East Main Street, which is owned by L. Foster Hawkins & Nancy Urbanowski, to replace an awning and cover the façade of the building in EFIS, since the stone facing is no longer available; and

WHEREAS, the property owners or business tenants who will make at least \$5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$8,500, whichever is less; and

WHEREAS, the owners have provided an estimate of construction costs of \$10,158, so 25% or \$2,539.50 would be eligible; and

WHEREAS, the Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to 25% for the reimbursement to CGA Properties for the façade improvement at 216-218 E. Main Street.

PASSED this 11th day of March, 2019, and signed this ____ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



MEMO

From: Marshalltown Central Business District

To: Marshalltown City Council

RE: Incentive Grant Committee- Recommendations

March 4, 2019

The Incentive Grant Committee members have met and reviewed the grant requests from CGA and Foster Hawkins. After a review of the applications and discussions were held the committee unanimously voted to recommend these grants for approval from the Council.

Grant applications and associated materials have been provided to you for your review as well as an overview of current funds available for these grants.

Respectfully Submitted,

Incentive Grant Committee: Jenny Etter, Doug Husak, Diana Steiner, Joe Roenfeldt

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

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

Signature of Applicant

Date

Gerald Foster Hawkins Main Street Real Estate *Feb 20, 2019*

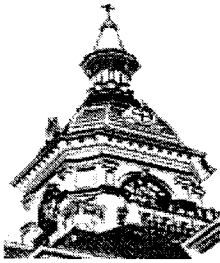
Signature of Owner

Date

Return to:
Marshalltown CBD, Marie Steenlage, Director
216 E Main St P.O. Box 159
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

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

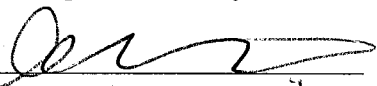
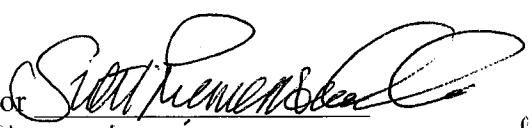
**Marshalltown Central Business District/
Facade Grant Application**



Marshalltown Central Business District Façade Improvement Program (Downtown TIF District #4)

Checklist of Façade Improvement Program Application Items:

Please complete application process in the order listed below:

- ☒ Three (3) drawings of the proposed work (to scale).
 - Tim Reinders and Mike Wagler of Iowa Main Street provide free architectural drawings.
- ☒ Brief narrative description of the project.
- ☒ Picture(s) of façade and particular area(s) to be enhanced.
- ☐ One (1) original completed façade improvement program application form.
- ☒ See City Zoning Office - City Site Plan Review Board – Signature of City Staff
Approved  Not Applicable _____
Sign permit - required prior to construction
- ☐ One (1) contractor's estimate.
 - Estimate must include only the work proposed for the façade.
 - The estimate must include a brief description and methodology of the work to be done (include drawings if necessary), it can not simply be a list of items.
 - Contractor resume of prior experience.
- ☒ City Building Permit – Signature of Building Inspector 
Submit Building permit application prior to construction
- ☒ Color/material samples, if requested by the MCBD.
- ☒ Required signatures
 - Signature of owner is required, if the applicant is not the owner.
- ☐ Meet with MCBD, Main Street Downtown Incentive Committee to review application.
- ☐ The Downtown Incentive Committee will recommend approval or disapproval to the City Council – request is subject to approval by the City Council.

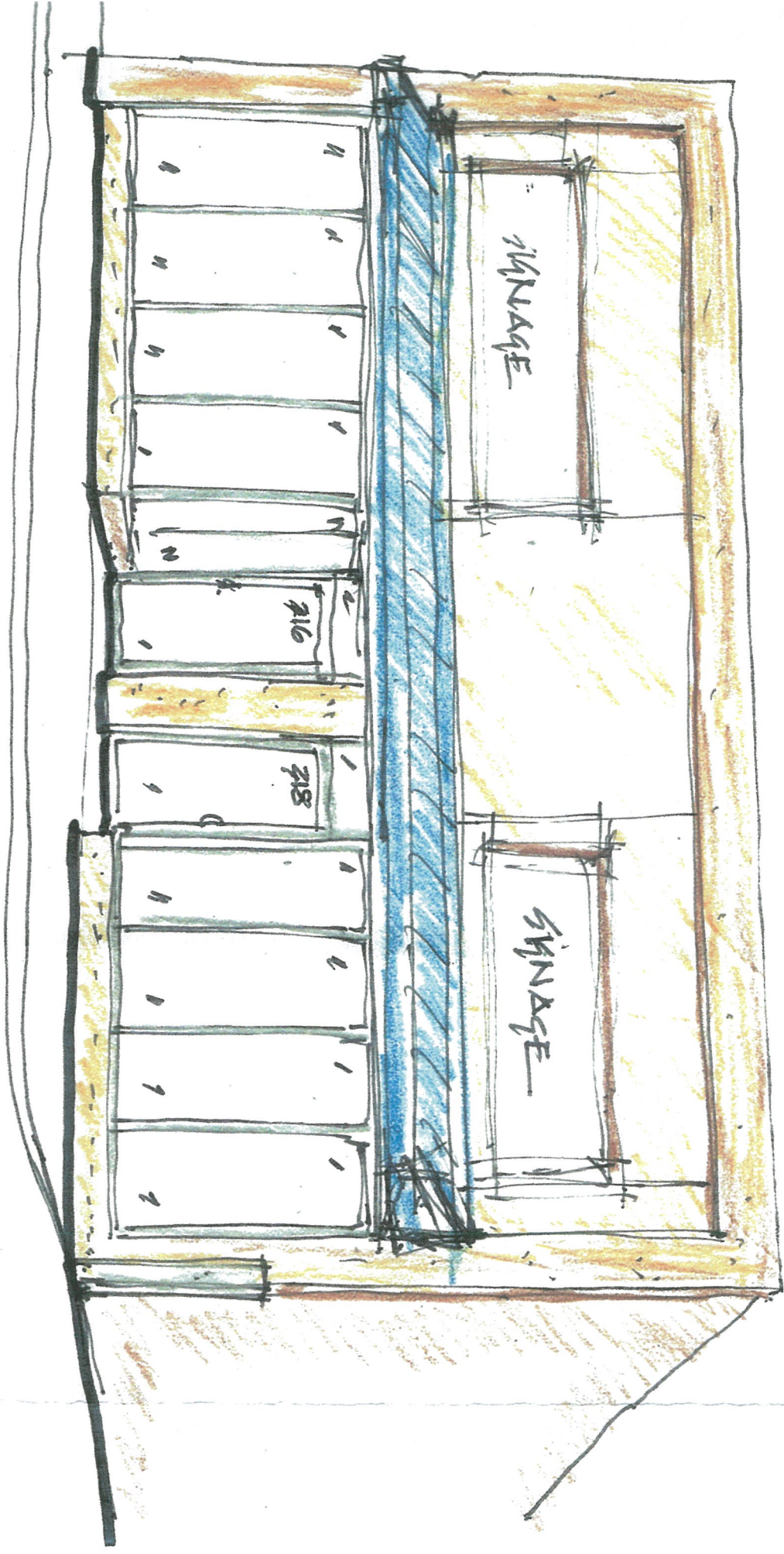
216/218 East Main Street Facade Rehabilitation

The current facade of this building was damaged by the July, 2018 tornado. The windows and doors were all broken and have since been repaired and replaced. The stone facing of the building was damaged as well, multiple pieces were knocked off and the resulting appearance is less than ideal. We have contacted several suppliers in the Midwest and this stone facing (1950's) is no longer available and therefore not repairable. The cloth extendable awning and integral metal covering were also damaged and non repairable.

We propose to cover the facade of the building in EFIS. The border, the same size as it is today, would be Spectrum Brown while the field color would be a beige (Van Dyke). We will have an inset area above each store front that can be used for signage. The cloth awnings will be replaced by a fixed unit with a dark brown metal covering.

We believe these upgrades will help the Marshalltown Downtown continue to improve and return to better than before.

Foster Hawkins and Nancy Urbanowski
Main Street Real Estate
210 E. Main Street
Marshalltown, IA 50158
641-485-8873
msreia18@gmail.com



- REPLACE FACADE MATERIAL
- PERMANENT SIGNAGE
- ADD METAL AWNING • REMOVE FABRIC AWNING
- ADD STEEL OVERHANG AT AWNING

Accent Drywall & Plastering LLC

1504 South 5th St.

Marshalltown, IA 50158

Estimate

Date	Estimate No.
07/29/18	876

Business Phone & Fax:

641-752-3544

Cell Phone:

641-751-6850

Name/Address
Main Street Real Estate Corp 210 East Main St Marshalltown, Iowa 50158 msreia18@gmail.com

Project

Description	Total
Materials and Labor EIFS work on front of 216 east main st. New EIFS on front this store with a 2 foot band around top and east and west side on front of store. Mis patching on east wall above this store.	5,158.00
Prices valid for 30 days.	
Total	
\$5,158.00	

If you have any questions, please contact me. Thank you.

Signature: _____

Dan Anderson

Richard's Construction Services LLC

Richard R. Bryngelson
7 Valley View Road
Marshalltown, Iowa 50158
641-750-8075

Date: 2/20/2019
Job Number: 19-004

Estimate for Service & Materials

Job Description:

Supply materials & labor to build an awning 24" tall by 32" wide
by 40' long above store fronts at 216 and 218 E. Main Street.

Awning will consist of 2x4 framing with metal roof, fascia and
soffit.

Total Estimated Price:

\$5000.00

THANK YOU FOR YOUR BUSINESS

MCBD - Main Street Program, Façade and Code Grants - since inception

<u>Year</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Total Investment</u>
2006	36 E Main St	Those Ink Guys	5,003.00	\$20,015
2007	219 E Main St	Bob's Furniture	7,110.00	\$30,325
2007	117 W Main St	Mike's Bikes	7,395.00	\$31,927
2008	118 W Main St	Headliner	5,743.00	\$22,973
2010	107 N Center St	Showroom Auto	21,698.00	\$179,528
2010	118 E Main St	Peglow Law	8,500.00	\$49,545
2010	101 W Main St	Devaul Inc	14,994.00	\$105,000
2010	23 W Main St	Lillie Mae - approved not funded		
2010	5 W Main St	Ocean City	16,693.00	\$91,243
2011	4 E Main St	Zamora Market	2,688.50	\$50,000
2012	5 W Boone St	Don Anderson	13,121.50	\$160,609
2013	134 E Main St	Common Bond	45,500.00	\$8,000,000
2013	119 E Main St	Kester	20,000.00	\$160,000
2014	105 W Main St	McGregor - Antique	12,500.00	\$180,000
2015	125-131 E Main St	Hagstrand - Kibbey Downtown Leases & Lofts	50,972.50	\$282,776
2015	208 E Church St	Aaron Benscoster	20,000.00	\$490,000
2015	16 E Main St	CGA	5,740.00	\$22,960
2015	119 E Main St	Kester	5,445.70	\$24,053
2015	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622
2017	116 W Main St	Optical Center Julie Schossow	8,500.00	\$38,650
SUB-TOTAL			274,187.95	\$9,969,226
PROJECT APPROVED BUT NOT PAID			1,822.00	
COUNCIL REALLOCATED TO MCBD FOR OPERATIONS DUE TO TORNADO			40,000.00	
TOTAL COMMITTED			316,009.95	
CERTIFIED FUNDS			390,000.00	
BALANCE REMAINING			73,990.05	

2019-__

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
14 EAST MAIN STREET, MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the “Façade Improvement Program”) and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Incentive Grant Committee has received an application for 14 East Main Street, which is owned by CGA Properties, for brick repair, window/door replacement, and updating of the façade for the Northwestern Mutual tenant; and

WHEREAS, the property owners or business tenants who will make at least \$5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$8,500, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of \$48,460, so the maximum of \$8,500 would be eligible; and

WHEREAS, the Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$8,500 for the reimbursement to CGA Properties for the façade improvement at 14 E. Main Street.

PASSED this 11th day of March, 2019, and signed this ____ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



MEMO

From: Marshalltown Central Business District

To: Marshalltown City Council

RE: Incentive Grant Committee- Recommendations

March 4, 2019

The Incentive Grant Committee members have met and reviewed the grant requests from CGA and Foster Hawkins. After a review of the applications and discussions were held the committee unanimously voted to recommend these grants for approval from the Council.

Grant applications and associated materials have been provided to you for your review as well as an overview of current funds available for these grants.

Respectfully Submitted,

Incentive Grant Committee: Jenny Etter, Doug Husak, Diana Steiner, Joe Roenfeldt

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

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



Signature of Applicant

1-9-19

Date

Signature of Owner

Date

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

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

Facade Grant

January 9, 2019

CGA Properties LLC owns the building at 14 East Main Street. This property is located in TIF District #4 and is eligible for facade grant assistance.

CGA Properties LLC seeks to utilize the façade grant program to help defray the cost of necessary repair work and rehabilitation due to damage from the tornado of July 19, 2018. CGA Properties LLC is seeking a grant award of \$8,500 to assist with the cost of brick repair, window/door replacement, and updating the façade to a more appropriate exterior for the current office tenant, Northwestern Mutual.

Included in this packet is the application sheet, email detailing the cost of work, and a drawing from the general contractor showing work to be performed.

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

Thank you,

Matt Garber

CGA Properties, LLC

January 8th, 2019

Matt Garber
16 E Main St.
Marshalltown IA 50158

RE: Norwestern Mutual Building – Façade Budget

Matt,

Woodruff Construction is pleased to offer you the following proposal for the work at 14 E. Main Street. This information is based on our meetings on site and our exploration of the existing conditions.

Façade Upgrade Total..... \$48,460.00

- Building Permit and review with the City of Marshalltown included.
- Temporary enclosure and door for security and weather protection (in place).
- Demolition of existing window frames, glazing, door, ceiling panels, and platforms as required (in progress).
- Infill of flooring/wood decking to tunnel below (in progress)
- All new framing of exterior walls and furring (in progress)
- Exterior plywood sheathing, sheet weather barrier, and insulation where indicated.
- Masonry thin-set veneer shall be selected from Endicott's standard color board (Woodruff to provide).
- Composite/fiber cement siding figured at all horizontal applications noted. Colors available or can be painted. We can discuss these options.
- New aluminum storefront and window system (see attached concept). Will include bronze anodized aluminum frames, medium style doors with standard hardware, and clear insulated glass.
- Steel frame and sheet metal canopy awning per drawings.
- Metal soffit panels at underside of entry way. Standard color samples will be provided.
- Electrical allowance of \$3,500 with WEB Electric to include (6) recessed can lights, and one convenience outlet on the east wall of vestibule.
- Ahern Fire Sprinkler will re-route and install new sprinkler heads as required by current codes in ceilings.
- In the void space above the vestibule, Woodruff includes installing 6" batt insulation over the existing wood decking after electrical and sprinkler work is complete.

Sincerely,



Luke Wall
Pre-Construction Director
lukew@woodruffcompanies.com
Cell: 515-208-5135



**RESOLUTION ALLOCATING \$55,000 OF FUNDING TO PUBLIC ART AT THE POLICE AND
FIRE BUILDING**

WHEREAS, the construction of a new facility to house both the Police and Fire Departments is underway, with an estimated completion date of June 2019; and

WHEREAS, the City Council has closely monitored the \$17.5 million budget for the facility, with the projected surplus at the end of February 2019, estimated at \$1.3 million; and

WHEREAS, the City of Marshalltown has recognized and pledged support for a public art program in the community with Resolution 2013-146; and

WHEREAS, a request to set aside \$55,000, with \$5,000 being for stipends for artists and \$50,000 for the public art piece or installation, in the construction budget for public art has been requested;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the budget for the construction of the Police and Fire Building is hereby amended to reflect \$55,000 for public art.

Passed this 11th day of March, 2019, and signed this _____ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Geoff Hubbard, Parks & Rec Director
10 W State Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5715
Fax - (641) 754-5781

PARKS & RECREATION DEPARTMENT

March 11, 2019

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

From: Geoff Hubbard
Parks and Recreation Director

Re: Set and increase some fees for shelter rentals and at the outdoor Aquatic Center

Policy Issue: For Council approval.

Recommendation: Staff recommends approval of the increase in fees to rent the indoor shelters and fees to rent the Aquatic Center for private rentals and birthday parties.

Background: The Parks and Recreation Department is now taking over the operation and management of the outdoor Aquatic Center. In previous years the Y has staffed and managed the pool. Staff has reviewed some of the fees at the Aquatic Center and feel that for private rentals and birthday parties the cost doesn't cover the staff wages and supplies for those events so would like to increase the fees to cover our costs.

The indoor shelters at Riverview are rented every weekend almost already for 2019 and some weekends are being booked for 2020. Costs to maintain the shelters has gone up some so would like to increase the fees to cover our costs.

Budget Impact: The shelter rentals should see a \$5-10,000 increase in revenue in 2020 and the impact at the Aquatic Center would be an increase but not sure the total amounts as this is the first year of managing the facility.

Attachments: Yes

cc: Jessica Kinser, City Administrator

2019-

RESOLUTION APPROVING FEES CHARGED BY THE PARKS AND RECREATION
DEPARTMENT OF THE CITY OF MARSHALLTOWN, IOWA
FOR PARK SHELTER RENTALS AND AQUATIC CENTER FEES

WHEREAS the Parks and Recreation Department of the City of Marshalltown, Iowa, proposes that it be authorized to charge fees for shelter rentals and Aquatic Center admissions and rental fees as described; and

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

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

Section 1. This Council hereby approves in all respects and particulars the proposed Park Shelter Rental fees and Aquatic Center Fees charged by the Parks and Recreation Department of the City of Marshalltown, Iowa, as described and incorporated herein:

Aquatic Center Fees		Proposed Fees
Daily admission	\$ 4.00	\$ 4.00
Daily admission after 5:00 p.m.	\$ 2.00	\$ 2.00
10-Pack Tickets	\$38.00	\$38.00
Water Walking/Lap Swim Daily	\$ 3.00	\$ 3.00
15-Punch Card (Good for WW/LS & Adult/Tot)	\$40.00	\$40.00
Adult/Tot Swim - One adult and up to two children. (T/TH/Sat)	\$ 3.00/\$40 punch card	\$3.00/\$40 punch card
Season Passes		Proposed Fees
Single-person Pass	\$ 90.00	\$ 90.00
Two-person Family Pass	\$155.00	\$155.00
Additional family members each	\$ 25.00	\$ 25.00
Nanny Pass	\$ 75.00	\$ 75.00
Aquatic Center Rental fees		Proposed Fees
Entire aquatic center	\$ 525.00	\$ 600.00
Special events		
Doggie Dip (per dog)	\$ 5.00	\$ 5.00
Splash Dance	\$ 3.00	\$ 3.00
Swimming Lesson Fees		
Indoor Pre-school class	\$40.00	\$ 40.00
Indoor Learn-to-Swim class	\$40.00	\$ 40.00
Outdoor Pre-school class	\$32.00	\$32.00
Outdoor Learn-to-Swim class	\$42.00	\$42.00

Birthday Splash reservation		
Ten in party* plus small drink	\$40	\$50.00
Ten in party* plus hot dog and drink	\$50	\$60.00
Ten in party* plus pizza and drink	\$60	\$70.00

*Fees are taxable

PARK SHELTER (weekend)	Current Fee	Proposed
Anson (seasonal)	\$80.00	\$80.00
Kiwanis (seasonal)	\$70.00	\$70.00
Log Cabin (seasonal)	\$45.00	\$45.00
Community Building	\$105.00	\$125.00
Reunion Hall	\$90.00	\$100.00
PARK SHELTER (weekday)	Current Fee	Proposed
Anson (seasonal)	\$40.00	480.00
Kiwanis (seasonal)	\$35.00	\$30.00
Log Cabin (seasonal)	\$25.00	\$25.00
Community Building	\$55.00	\$65.00
Reunion Hall	45.00	\$50.00

Passed this 11th day of March, 2019, and signed this 13th day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Geoff Hubbard, Parks & Rec Director
10 W State Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5715
Fax - (641) 754-5781

PARKS & RECREATION DEPARTMENT

March 11, 2019

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

From: Geoff Hubbard
Parks and Recreation Director

Re: Use of Pleasant Hills indoor pool for swimming lessons

Policy Issue: For Council approval.

Recommendation: Staff recommends approval of the pool user agreement with AEA 6 Pool Foundation for use of the indoor swimming pool at 909 South 12th Street, Marshalltown for the 2019 calendar year.

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

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

Attachments: Yes

cc: Jessica Kinser, City Administrator

AEA 6 FOUNDATION

POOL USER AGREEMENT

THIS AGREEMENT made and entered into this 25th day of Feb, 2019, by and between AEA 6 Foundation (the "Foundation") and City of Marshalltown ("The User").

Jan-Dec 2019
Date or Dates of Use

Geoff Hubbard
Individual in Charge of User

Hours of Use

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

10 W State St, Marshalltown, IA 50158
Address of User

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the 25 day of Feb, 2019

USER ORGANIZATION

AEA 6 FOUNDATION

By _____

By _____

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN PARKS & RECREATION
DEPARTMENT TO ENTER INTO AN AGREEMENT TO RENT THE PLEASANT HILLS POOL AT 909
SOUTH 12TH STREET FOR SWIMMING LESSONS THROUGHOUT THE 2019 CALENDAR YEAR**

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

WHEREAS the Parks and Recreation Department has expanded its Learn to Swim program in order to provide year round swimming lessons for all ages and abilities; and

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

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

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

Section 1. This Council hereby authorizes City staff to enter into an agreement to rent the Pleasant Hills swimming pool for the calendar year 2019 to provide expanded Red Cross swimming lesson opportunities.

Passed this 11th day of March, 2019 and signed this day of March 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2019-__

**RESOLUTION ADOPTING THE BUDGET AND CERTIFYING TAXES FOR THE
FISCAL YEAR ENDING JUNE 30, 2020**

WHEREAS, the Notice of Public Hearing Budget Estimate (Form 631.1) for the City of Marshalltown, Iowa for the fiscal year beginning July 1, 2019 and ending June 30, 2020 was published in the Marshalltown Times Republican on Wednesday, February 27, 2019; and

WHEREAS, a public hearing was held according to the published notice as required by law; and

WHEREAS, the minutes record any oral or written comments, questions or objections filed; and

WHEREAS, the adopted property taxes do not exceed the published total tax levy rate of \$15.38434 per \$1,000 valuation on regular property and \$3.00375 on agricultural land; and

WHEREAS, the adopted expenditures do not exceed the published amounts in each of the nine program areas, or in total; and

WHEREAS, the long-term debt schedule shows sufficient payment amounts to pay the G.O. debt certified by the City of Marshalltown; and

WHEREAS, the Council has determined that adopting the budget and certifying taxes is in the best interest of the City of Marshalltown; and

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

Section 1. That the budget and certification of city taxes for the fiscal year ending June 30, 2020 be adopted.

Section 2. The City Finance Director is directed to certify and file the budget and certificate of taxes as adopted and deliver an original publication notice to the Marshall County Auditor

PASSED this 11th day of March, 2019, and signed this ____ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

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

FINANCE DEPARTMENT

March 6, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Adoption of FY20 Budget and Certification of Taxes

Policy Issue: The Council must approve the FY20 budget documents. A public hearing is required first.

Recommendation: Action must be taken to adopt the FY20 budget documents in order to meet the March 15th deadline. The Notice of Public Hearing Budget Estimate was published in the Times Republican on Wednesday, February 27, 2019. The public hearing date is March 11, 2019 at 5:30 p.m. Changes can still be made at the hearing as long as the levy and expenses are lower than what was published in the newspaper.

Background: Staff have provided the Council the budget information that feeds into the official budget document starting with the Council meetings in January.

The explanation for the budget document is as follows:

1. The "F20CityBudget with MWW" report is the official budget document that will be certified with the County Auditor.
 - a. Page 1, titled "Adoption of Budget and Certification of City Taxes", shows an overall tax levy in the lower right corner of \$15.38434 as discussed at prior Council meetings. This is an increase of the levy from the prior year by \$.10276 per \$1,000 of taxable valuations. Each individual levy type is based on the amount necessary up to the maximum dollar limit allowed as indicated in the second column.
 - b. Page 2 titled "Fund Balance Worksheet" reflects the beginning fund balance, the revenues and expenses for the fiscal year and the ending fund balance for FY18-FY20 by fund category. The green font amounts were reported on the FY18 Annual

City Council

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

Financial Report (AFR). The blue font amounts are generated by the amounts filled in on the other pages. The rows titled Ending Fund Balance in the Grand Total column equal the Cash Balance report I have also provided to you.

- c. Page 3, is the amount we budgeted and levied for the Marshall County Emergency Management Agency.
- d. Pages 4-6 are the re-estimated expenditures and revenues for FY19. Expenses are higher than FY18 due to the tornado. Also, this is the last year we show construction expenses for the Police/Fire building.
- e. Pages 7-8 are the budgeted expenditures for FY20. Under the Health & Social Services activity, the LEAD grant ended the first half of FY18, will restart in the last quarter of FY19, and is budgeted for the full 12 months in FY20. The budgeted amounts in each activity category will give the City the authority to spend at that maximum level before having to come back to Council for a budget amendment. The Purchasing Policy will still be followed at the thresholds set out in the policy (currently the Council approves at \$45,000 or greater).
- f. Page 9 is the budgeted revenues for FY20. Line 16 Federal Grants increased due to the LEAD grant and FEMA reimbursement for the tornado expenses.
- g. Page 10 is a summary of the revenues and expenditures all on one page. Excluding transfers, the FY20 revenue budget is \$56,023,045 and the expenditure budget is \$55,644,011 for a net increase of \$379,034 in fund balance.
- h. Page 11 titled "Long Term Debt Schedule" provides information on the principal, interest, and debt fees to be paid in FY20 and the amounts that will be applied towards the debt service levy. The bottom of the page shows the amount of Local Option Sales Tax (L.O.S.T.) used for property tax relief. This includes the required 78% of taxes collected to go towards property tax relief, plus an additional \$500,000 (\$390,000 from Property Tax Relief cash balance built up from prior years and \$110,000 from Council Designated funds). This additional infusion lowered the property tax levy from \$15.94247/\$1,000 to \$15.38434/\$1,000 for a total change of \$.55813 per \$1,000 of taxable valuations.
- i. Page 12 is the Notice of Public Hearing that was published in the newspaper.

As indicated in prior meetings, the budget was developed on the following assumptions:

1. The backfill from the State continues to be funded. The General Fund's share is \$255,554 out of the entire projected backfill of \$432,366.
2. Negotiated step increases and cost-of-living adjustments of 2.75% for all non-temporary employees.
3. Projecting a health insurance increase of 7% for the last half of FY20, but will not implement unless our claims history necessitates it.
4. No reimbursement of expenses is budgeted for the operating expenses of the new Police/Fire Building.
5. The levy and related expense for the Fisher Community Center is budgeted at \$100,000.
6. \$50,000 has been budgeted to be transferred from Council Designated L.O.S.T. into the Cash Flow Reserve Fund 010 to bring it to a minimum of 15% of general fund expenses
7. \$8,611 will be transferred from Council Designated L.O.S.T. to the General Fund 001 to balance it to zero for FY20.

City Council

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

8. \$500,000 of L.O.S.T. was used to buy down the property tax levy.
9. 85% of the tornado expenses will be reimbursed by FEMA & the State and donated time will be applied towards the City's match.

Attachment:

FY20CityBudget with MWW

cc: Jessica Kinser, City Administrator

City Council

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

64-611

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

Resolution No.: 2019-

The City of: MarshalltownCounty Name: MARSHALLDate Budget Adopted: 3/11/2019

(Date) xxx/xxx/xx

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

641-754-5760

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2018 Property Valuations

Last Official Census

Regular

DEBT SERVICE

Ag Land

2a

With Gas & Electric

878,122,328

3a

895,846,196

4a

4,771,279

2b

Without Gas & Electric

778,210,218

3b

795,934,086

27,552

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 7,112,791	6,303,503	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7 316,540	280,521	45 0.36047
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8 100,000	88,623	46 0.11388
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 177,177	157,019	52 0.20177
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 30,200	26,763	465 0.03439
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15 11,000	9,751	53 0.01253
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23 237,093	210,117	61 0.27000
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		Total General Fund Regular Levies (5 thru 24)	25 7,984,801	7,076,297	
384.1	3.00375	Ag Land	26 14,332	14,332	63 3.00375
		Total General Fund Tax Levies (25 + 26)	27 7,999,133	7,090,629	Do Not Add
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28 237,093	210,117	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29 1,122,785	995,035	1.27862
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 753,479	667,751	0.85806
Rules	Amt Nec	Other Employee Benefits	31 1,940,509	1,719,720	2.20984
		Total Employee Benefit Levies (29,30,31)	32 3,816,773	3,382,506	65 4.34652
		Sub Total Special Revenue Levies (28+32)	33 4,053,866	3,592,623	
		Valuation			
386	As Req	With Gas & Elec Without Gas & Elec			
	SSMID 1 (A)	(B)	34	0	66 0
	SSMID 2 (A)	(B)	35	0	67 0
	SSMID 3 (A)	(B)	36	0	68 0
	SSMID 4 (A)	(B)	37	0	69 0
	SSMID 5 (A)	(B)	555	0	565 0
	SSMID 6 (A)	(B)	556	0	566 0
	SSMID 7 (A)	(B)	1177	0	### 0
	SSMID 8 (A)	(B)	1185	0	### 0
		Total Special Revenue Levies	39 4,053,866	3,592,623	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 895,661	795,767	70 0.99979
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 592,728	525,284	71 0.67499
		Total Property Taxes (27+39+40+41)	42 13,541,388	12,004,303	72 15.38434

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

Fund Balance Worksheet for City of

Marshalltown

(1) *Annual Report FY 2018			General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)
Beginning Fund Balance July 1 (pg 5, line 134) *	1		3,738,163	14,121,098	947,428	207,473	4,900,007	0	23,914,169	17,218,346	41,132,515
Actual Revenues Except Beg Bal (pg 5, line 132) *	2		16,423,015	14,260,079	174,524	4,303,309	17,467,965	0	52,628,892	15,645,120	68,274,012
Actual Expenditures Except End Bal (pg 12, line 259) *	3		15,748,247	16,134,881	636,096	4,423,873	10,724,674	0	47,667,771	14,025,279	61,693,050
Ending Fund Balance June 30 (pg 12, line 270) *	4		4,412,931	12,246,296	485,856	86,909	11,643,298	0	28,875,290	18,838,187	47,713,477
(2) ** Re-Estimated FY 2019			General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
Beginning Fund Balance	5		4,412,931	12,246,296	485,856	86,909	11,643,298	0	28,875,290	18,838,187	47,713,477
Re-Est Revenues	6		16,282,517	16,536,356	905,268	4,172,148	5,120,465	0	43,016,754	18,550,609	61,567,363
Re-Est Expenditures	7		16,515,252	18,908,042	890,971	4,113,282	13,776,989	0	54,204,536	14,960,970	69,165,506
Ending Fund Balance	8		4,180,196	9,874,610	500,153	145,775	2,986,774	0	17,687,508	22,427,826	40,115,334
(3) ** Budget FY 2020			General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
Beginning Fund Balance	9		4,180,196	9,874,610	500,153	145,775	2,986,774	0	17,687,508	22,427,826	40,115,334
Revenues	10		16,417,756	18,419,504	653,848	4,213,129	7,097,813	0	46,802,050	19,223,331	66,025,381
Expenditures	11		16,356,060	16,762,711	792,120	4,179,531	9,592,432	0	47,682,854	17,963,493	65,646,347
Ending Fund Balance	12		4,241,892	11,531,403	361,881	179,373	492,155	0	16,806,704	23,687,664	40,494,368

* The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30,

2018

** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF Marshalltown

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used

	Request with Utility Replacement (A)	Property Taxes Levied (B)
1 Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		<u>0</u>
2 Support of a Local Emerg.Mgmt.Comm.	30,200	26,763
3 TOTAL FOR FISCAL YEAR 2018	30,200	26,763

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

RE-ESTIMATED Fiscal Year Ending

2019

Fiscal Years

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	RE-ESTIMATED	ACTUAL
(A)	(B)	(C)	REVENUE	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2019	2018
			(D)	REVENUES	(F)	(G)			(J)	(K)
				(E)						
PUBLIC SAFETY										
Police Department/Crime Prevention	1	5,104,211	496,310						5,600,521	6,867,108
Jail	2								0	0
Emergency Management	3	31,683	64						31,747	30,509
Flood Control	4	394	45,000						45,394	61,084
Fire Department	5	3,119,477	31,325						3,150,802	2,957,717
Ambulance	6								0	0
Building Inspections	7	619,098	366,827						985,925	445,219
Miscellaneous Protective Services	8								0	0
Animal Control	9	52,000							52,000	52,000
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	8,926,863	939,526				0		9,866,389	10,413,637
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	910,139	1,859,620						2,769,759	1,475,919
Parking - Meter and Off-Street	13	53,140							53,140	49,868
Street Lighting	14	26,520	236,404						262,924	254,054
Traffic Control and Safety	15	154,122	124,534						278,656	281,792
Snow Removal	16	50,554	200,000						250,554	254,667
Highway Engineering	17	349,282	570,058						919,340	456,663
Street Cleaning	18		10,000						10,000	7,385
Airport (if not Enterprise)	19	76,124							76,124	175,600
Garbage (if not Enterprise)	20	150,600	149,206						299,806	113,317
Other Public Works	21	8,385	1,349,250						1,357,635	106,035
TOTAL (lines 12 - 21)	22	1,778,866	4,499,072				0		6,277,938	3,175,300
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26	11,830	396,084						407,914	712,434
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29	10,698	692,572						703,270	43,260
TOTAL (lines 23 - 29)	30	22,528	1,088,656				0		1,111,184	755,694
CULTURE & RECREATION										
Library Services	31	1,305,275	41,702						1,346,977	1,251,819
Museum, Band and Theater	32	11,000							11,000	6,698
Parks	33	995,977	122,013						1,117,990	1,028,076
Recreation	34	521,030	1,041,066						1,562,096	573,755
Cemetery	35								0	0
Community Center, Zoo, & Marina	36	76,760							76,760	76,760
Other Culture and Recreation	37	27,670							27,670	67,019
TOTAL (lines 31 - 37)	38	2,937,712	1,204,781				0		4,142,493	3,004,127

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

RE-ESTIMATED

Fiscal Year Ending

2019

Fiscal Years

GOVERNMENT ACTIVITIES CONT.

(A)

(B)

GENERAL

SPECIAL REVENUES

TIF SPECIAL REVENUES

DEBT SERVICE

CAPITAL PROJECTS

PERMANENT

PROPRIETARY

RE-ESTIMATED 2019

ACTUAL 2018

(C)

(D)

(E)

(F)

(G)

(H)

(I)

(J)

(K)

COMMUNITY & ECONOMIC DEVELOPMENT

Community Beautification	39	20,049	52,164					72,213	21,462
Economic Development	40	50,973	640	311,148				362,761	318,865
Housing and Urban Renewal	41		1,451,675					1,451,675	1,445,936
Planning & Zoning	42	79,145						79,145	59,392
Other Com & Econ Development	43	334,330	533,151					867,481	323,732
	44								
TOTAL (lines 39 - 44)	45	484,497	2,037,630	311,148			0	2,833,275	2,169,387

GENERAL GOVERNMENT

Mayor, Council, & City Manager	46	183,928	182,850					366,778	198,656
Clerk, Treasurer, & Finance Adm.	47	966,132	46,563					1,012,695	1,002,148
Elections	48							0	26,204
Legal Services & City Attorney	49	107,000						107,000	113,623
City Hall & General Buildings	50	320,625	304,991					625,616	89,475
Tort Liability	51							0	0
Other General Government	52	31,473	37,662					69,135	11,264
TOTAL (lines 46 - 52)	53	1,609,158	572,066	0			0	2,181,224	1,441,370

DEBT SERVICE

	54				4,113,282			4,113,282	4,423,873
Gov Capital Projects	55					12,876,875		12,876,875	9,932,936
TIF Capital Projects	56					147,185		147,185	0
TOTAL CAPITAL PROJECTS	57	0	0	0		13,024,060	0	13,024,060	9,932,936

TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	15,759,624	10,341,731	311,148	4,113,282	13,024,060	0	43,549,845	35,316,324
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BUSINESS TYPE ACTIVITIES

Proprietary: Enterprise & Budgeted ISF

Water Utility	59						4,348,808	4,348,808	3,210,999
Sewer Utility	60						3,381,749	3,381,749	2,882,535
Electric Utility	61						0	0	0
Gas Utility	62						0	0	0
Airport	63						0	0	52,000
Landfill/Garbage	64						534,235	534,235	67,361
Transit	65						744,247	744,247	661,154
Cable TV, Internet & Telephone	66						0	0	0
Housing Authority	67						0	0	0
Storm Water Utility	68						580,764	580,764	521,165
Other Business Type (city hosp., ISF, parking, etc.)	69						39,435	39,435	13,010
Enterprise DEBT SERVICE	70						2,637,438	2,637,438	3,123,563
Enterprise CAPITAL PROJECTS	71						2,649,262	2,649,262	3,346,491
Enterprise TIF CAPITAL PROJECTS	72						0	0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 56 - 68)	73						14,915,938	14,915,938	13,878,278

TOTAL ALL EXPENDITURES (lines 58+74)	74	15,759,624	10,341,731	311,148	4,113,282	13,024,060	0	14,915,938	58,465,783
--------------------------------------	----	------------	------------	---------	-----------	------------	---	------------	------------

Regular Transfers Out	75	755,628	8,566,311			752,929		45,032	10,119,900
Internal TIF Loan Transfers Out	76			579,823				579,823	401,684
Total ALL Transfers Out	77	755,628	8,566,311	579,823	0	752,929	0	10,699,723	12,498,448
Total Expenditures and Other Fin Uses (lines 73+74)	78	16,515,252	18,908,042	890,971	4,113,282	13,776,989	0	14,960,970	61,693,050

Ending Fund Balance June 30	79	4,180,196	9,874,610	500,153	145,775	2,986,774	0	22,427,826	47,713,477
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THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

RE-ESTIMATED REVENUES DETAIL

RE-ESTIMATED Fiscal Year Ending

2019

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2019 (J)	ACTUAL 2018 (K)
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1	6,796,426	3,543,279		656,015	506,525			11,502,245	11,421,731
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	6,796,426	3,543,279		656,015	506,525			11,502,245	11,421,731
Delinquent Property Taxes	4								0	669
TIF Revenues	5			905,268					905,268	174,524
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	754,433	394,139		70,659	56,343			1,275,574	1,105,221
Utility franchise tax (Iowa Code Chapter 364.2)	7	209,000							209,000	207,879
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	33,052
Hotel/Motel Taxes	11	499,000							499,000	403,409
Other Local Option Taxes	12		3,147,035						3,147,035	3,436,248
Subtotal - Other City Taxes (lines 6 thru 12)	13	1,462,433	3,541,174		70,659	56,343			5,130,609	5,185,809
Licenses & Permits	14	309,216						6,400	315,616	279,616
Use of Money & Property	15	169,960	61,187		5,500	169,600		241,600	647,847	760,195
Intergovernmental:										
Federal Grants & Reimbursements	16		2,030,165			250,491		553,251	2,833,907	3,243,709
Road Use Taxes	17		3,500,000						3,500,000	3,515,491
Other State Grants & Reimbursements	18	412,978	130,227		22,999	274,180		180,000	1,020,384	1,476,023
Local Grants & Reimbursements	19	101,000	205,200			838			307,038	526,798
Subtotal - Intergovernmental (lines 16 thru 19)	20	513,978	5,865,592	0	22,999	525,509		733,251	7,661,329	8,762,021
Charges for Fees & Service:										
Water Utility	21							5,104,086	5,104,086	4,875,846
Sewer Utility	22							8,632,500	8,632,500	8,943,954
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25	40,000							40,000	63,957
Airport	26	6,000							6,000	4,618
Landfill/Garbage	27	150,000						68,109	218,109	220,009
Hospital	28								0	0
Transit	29							76,000	76,000	76,876
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service	33	663,676	25					40,000	703,701	867,498
Subtotal - Charges for Service (lines 21 thru 33)	34	859,676	25		0	0	0	13,920,695	14,780,396	15,052,758
Special Assessments	35					10,000			10,000	6,445
Miscellaneous	36	190,957	3,434,011			470,646		31,150	4,126,764	526,480
Other Financing Sources:										
Regular Operating Transfers In	37	5,928,898	91,088		3,051,375	781,026		267,513	10,119,900	12,096,764
Internal TIF Loan Transfers In	38		50,973		365,600	163,250			579,823	401,684
Subtotal ALL Operating Transfers In	39	5,979,871	91,088	0	3,416,975	944,276	0	267,513	10,699,723	12,498,448
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					2,433,566		3,350,000	5,783,566	13,526,644
Proceeds of Capital Asset Sales	41					4,000			4,000	78,672
Subtotal-Other Financing Sources (lines 36 thru 38)	42	5,979,871	91,088	0	3,416,975	3,381,842	0	3,617,513	16,487,289	26,103,764
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	16,282,517	16,536,356	905,268	4,172,148	5,120,465	0	18,550,609	61,567,363	68,274,012
Beginning Fund Balance July 1	44	4,412,931	12,246,296	485,856	86,909	11,643,298	0	18,838,187	47,713,477	41,132,515
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	20,695,448	28,782,652	1,391,124	4,259,057	16,763,763	0	37,388,796	109,280,840	109,406,527

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2020

Fiscal Years

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
(A)	(B)	(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2020	2019	2018
			(D)	REVENUES	(F)	(G)			(J)	(K)	(L)
				(E)							
PUBLIC SAFETY											
Police Department/Crime Prevention	1	5,188,596	199,048						5,387,644	5,600,521	6,867,108
Jail	2								0	0	0
Emergency Management	3	32,275							32,275	31,747	30,509
Flood Control	4	394							394	45,394	61,084
Fire Department	5	3,173,297	5,000						3,178,297	3,150,802	2,957,717
Ambulance	6								0	0	0
Building Inspections	7	545,730	1,207,500						1,753,230	985,925	445,219
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	52,000							52,000	52,000	52,000
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	8,992,292	1,411,548				0		10,403,840	9,866,389	10,413,637
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	1,025,357	1,535,070						2,560,427	2,769,759	1,475,919
Parking - Meter and Off-Street	13	72,760							72,760	53,140	49,868
Street Lighting	14	28,458	235,000						263,458	262,924	254,054
Traffic Control and Safety	15	165,784	87,740						253,524	278,656	281,792
Snow Removal	16	41,296	200,000						241,296	250,554	254,667
Highway Engineering	17	477,854	1,627,132						2,104,986	919,340	456,663
Street Cleaning	18		210,000						210,000	10,000	7,385
Airport (if not Enterprise)	19	77,124							77,124	76,124	175,600
Garbage (if not Enterprise)	20	150,600							150,600	299,806	113,317
Other Public Works	21	2,000	60,500						62,500	1,357,635	106,035
TOTAL (lines 12 - 21)	22	2,041,233	3,955,442				0		5,996,675	6,277,938	3,175,300
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26		1,571,506						1,571,506	407,914	712,434
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	703,270	43,260
TOTAL (lines 23 - 29)	30	0	1,571,506				0		1,571,506	1,111,184	755,694
CULTURE & RECREATION											
Library Services	31	1,353,285	32,600						1,385,885	1,346,977	1,251,819
Museum, Band and Theater	32	11,000							11,000	11,000	6,698
Parks	33	880,509	34,232						914,741	1,117,990	1,028,076
Recreation	34	637,942	7,351						645,293	1,562,096	573,755
Cemetery	35								0	0	0
Community Center, Zoo, & Marina	36	100,000							100,000	76,760	76,760
Other Culture and Recreation	37	11,632							11,632	27,670	67,019
TOTAL (lines 31 - 37)	38	2,994,368	74,183				0		3,068,551	4,142,493	3,004,127

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2020

Fiscal Years

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2020	RE-ESTIMATED 2019	ACTUAL 2018
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39	21,658							21,658	72,213	21,462
Economic Development	40	30,000	640	275,584					306,224	362,761	318,865
Housing and Urban Renewal	41		1,239,330						1,239,330	1,451,675	1,445,936
Planning & Zoning	42	99,966							99,966	79,145	59,392
Other Com & Econ Development	43	284,080							284,080	867,481	323,732
	44										
TOTAL (lines 39 - 44)	45	435,704	1,239,970	275,584			0		1,951,258	2,833,275	2,169,387
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	192,694							192,694	366,778	198,656
Clerk, Treasurer, & Finance Adm.	47	1,011,784							1,011,784	1,012,695	1,002,148
Elections	48	13,000							13,000	0	26,204
Legal Services & City Attorney	49	106,000							106,000	107,000	113,623
City Hall & General Buildings	50	185,972							185,972	625,616	89,475
Tort Liability	51								0	0	0
Other General Government	52	66,473							66,473	69,135	11,264
TOTAL (lines 46 - 52)	53	1,575,923	0	0			0		1,575,923	2,181,224	1,441,370
DEBT SERVICE											
Gov Capital Projects	55				4,179,531				4,179,531	4,113,282	4,423,873
TIF Capital Projects	56					8,857,568			8,857,568	12,876,875	9,932,936
TOTAL CAPITAL PROJECTS	57	0	0	0		120,666	0		120,666	147,185	0
						8,978,234			8,978,234	13,024,060	9,932,936
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	16,039,520	8,252,649	275,584	4,179,531	8,978,234	0		37,725,518	43,549,845	35,316,324
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							4,664,873	4,664,873	4,348,808	3,210,999
Sewer Utility	60							3,479,562	3,479,562	3,381,749	2,882,535
Electric Utility	61							0	0	0	0
Gas Utility	62							0	0	0	0
Airport	63							0	0	0	52,000
Landfill/Garbage	64							86,522	86,522	534,235	67,361
Transit	65							787,040	787,040	744,247	661,154
Cable TV, Internet & Telephone	66							0	0	0	0
Housing Authority	67							0	0	0	0
Storm Water Utility	68							574,762	574,762	580,764	521,165
Other Business Type (city hosp., ISF, parking, etc.)	69							35,435	35,435	39,435	13,010
Enterprise DEBT SERVICE	70							2,213,499	2,213,499	2,637,438	3,123,563
Enterprise CAPITAL PROJECTS	71							6,076,800	6,076,800	2,649,262	3,346,491
Enterprise TIF CAPITAL PROJECTS	72							0	0	0	0
TOTAL Business Type Expenditures (lines 59 - 73)	73							17,918,493	17,918,493	14,915,938	13,878,278
TOTAL ALL EXPENDITURES (lines 58+74)	74	16,039,520	8,252,649	275,584	4,179,531	8,978,234	0	17,918,493	55,644,011	58,465,783	49,194,602
Regular Transfers Out	75	316,540	8,510,062			614,198		45,000	9,485,800	10,119,900	12,096,764
Internal TIF Loan / Repayment Transfers Out	76			516,536					516,536	579,823	401,684
Total ALL Transfers Out	77	316,540	8,510,062	516,536	0	614,198	0	45,000	10,002,336	10,699,723	12,498,448
Total Expenditures & Fund Transfers Out (lines 75+78)	78	16,356,060	16,762,711	792,120	4,179,531	9,592,432	0	17,963,493	65,646,347	69,165,506	61,693,050
Ending Fund Balance June 30	79	4,241,892	11,531,403	361,881	179,373	492,155	0	23,687,664	40,494,368	40,115,334	47,713,477

* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

CITY OF

Marshalltown

Department of Management

The last two columns will fill in once
the Re-Est forms are completed

REVENUES DETAIL											
Fiscal Year Ending						2020		Fiscal Years			
		GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
(A)	(B)										
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	7,090,629	3,592,623		795,767	525,284			12,004,303	11,502,245	11,421,731
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	7,090,629	3,592,623		795,767	525,284			12,004,303	11,502,245	11,421,731
Delinquent Property Taxes	4								0	0	669
TIF Revenues	5			653,848					653,848	905,268	174,524
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	908,504	461,243		99,894	67,444			1,537,085	1,275,574	1,105,221
Utility franchise tax (Iowa Code Chapter 364.2)	7	204,000							204,000	209,000	207,879
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	33,052
Hotel/Motel Taxes	11	424,000							424,000	499,000	403,409
Other Local Option Taxes	12		3,100,000						3,100,000	3,147,035	3,436,248
Subtotal - Other City Taxes (lines 6 thru 12)	13	1,536,504	3,561,243		99,894	67,444			5,265,085	5,130,609	5,185,809
Licenses & Permits	14	255,694						6,400	262,094	315,616	279,616
Use of Money & Property	15	134,045	45,277		5,500	19,500		198,600	402,922	647,847	760,195
Intergovernmental:											
Federal Grants & Reimbursements	16		6,969,993			940,000		210,096	8,120,089	2,833,907	3,243,709
Road Use Taxes	17		3,400,000						3,400,000	3,500,000	3,515,491
Other State Grants & Reimbursements	18	422,762	626,468	0	28,098	218,970		180,000	1,476,298	1,020,384	1,476,023
Local Grants & Reimbursements	19	100,966	105,000						205,966	307,038	526,798
Subtotal - Intergovernmental (lines 16 thru 19)	20	523,728	11,101,461	0	28,098	1,158,970		390,096	13,202,353	7,661,329	8,762,021
Charges for Fees & Service:											
Water Utility	21							5,104,086	5,104,086	5,104,086	4,875,846
Sewer Utility	22							8,832,500	8,832,500	8,632,500	8,943,954
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25	50,000							50,000	40,000	63,957
Airport	26	6,000							6,000	6,000	4,618
Landfill/Garbage	27	150,000						68,109	218,109	218,109	220,009
Hospital	28								0	0	0
Transit	29							76,000	76,000	76,000	76,876
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32								0	0	0
Other Fees & Charges for Service	33	680,096	25					40,000	720,121	703,701	867,498
Subtotal - Charges for Service (lines 21 thru 33)	34	886,096	25		0	0	0	14,120,695	15,006,816	14,780,396	15,052,758
Special Assessments	35					10,000			10,000	10,000	6,445
Miscellaneous	36	19,800	73,875			3,430,949		29,000	3,553,624	4,126,764	526,480
Other Financing Sources:											
Regular Operating Transfers In	37	5,941,260	45,000		2,918,000	265,000		316,540	9,485,800	10,119,900	12,096,764
Internal TIF Loan Transfers In	38	30,000			365,870	120,666			516,536	579,823	401,684
Subtotal ALL Operating Transfers In	39	5,971,260	45,000	0	3,283,870	385,666	0	316,540	10,002,336	10,699,723	12,498,448
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					1,500,000		4,162,000	5,662,000	5,783,566	13,526,644
Proceeds of Capital Asset Sales	41								0	4,000	78,672
Subtotal-Other Financing Sources (lines 38 thru 40)	42	5,971,260	45,000	0	3,283,870	1,885,666	0	4,478,540	15,664,336	16,487,289	26,103,764
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	16,417,756	18,419,504	653,848	4,213,129	7,097,813	0	19,223,331	66,025,381	61,567,363	68,274,012
Beginning Fund Balance July 1	44	4,180,196	9,874,610	500,153	145,775	2,986,774	0	22,427,826	40,115,334	47,713,477	41,132,515
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	20,597,952	28,294,114	1,154,001	4,358,904	10,084,587	0	41,651,157	106,140,715	109,280,840	109,406,527

CITY OF

Marshalltown

Department of Management

ADOPTED BUDGET SUMMARY

YEAR ENDED JUNE 30, 2020

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	7,090,629	3,592,623		795,767	525,284			12,004,303	11,502,245	11,421,731
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	7,090,629	3,592,623		795,767	525,284			12,004,303	11,502,245	11,421,731
Delinquent Property Taxes	4	0	0		0	0			0	0	669
TIF Revenues	5			653,848					653,848	905,268	174,524
Other City Taxes	6	1,536,504	3,561,243		99,894	67,444			5,265,085	5,130,609	5,185,809
Licenses & Permits	7	255,694	0					6,400	262,094	315,616	279,616
Use of Money and Property	8	134,045	45,277	0	5,500	19,500	0	198,600	402,922	647,847	760,195
Intergovernmental	9	523,728	11,101,461	0	28,098	1,158,970		390,096	13,202,353	7,661,329	8,762,021
Charges for Fees & Service	10	886,096	25		0	0	0	14,120,695	15,006,816	14,780,396	15,052,758
Special Assessments	11	0	0		0	10,000		0	10,000	10,000	6,445
Miscellaneous	12	19,800	73,875		0	3,430,949	0	29,000	3,553,624	4,126,764	526,480
Sub-Total Revenues	13	10,446,496	18,374,504	653,848	929,259	5,212,147	0	14,744,791	50,361,045	45,080,074	42,170,248
Other Financing Sources:											
Total Transfers In	14	5,971,260	45,000	0	3,283,870	385,666	0	316,540	10,002,336	10,699,723	12,498,448
Proceeds of Debt	15	0	0	0	0	1,500,000		4,162,000	5,662,000	5,783,566	13,526,644
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	4,000	78,672
Total Revenues and Other Sources	17	16,417,756	18,419,504	653,848	4,213,129	7,097,813	0	19,223,331	66,025,381	61,567,363	68,274,012
Expenditures & Other Financing Uses											
Public Safety	18	8,992,292	1,411,548	0			0		10,403,840	9,866,389	10,413,637
Public Works	19	2,041,233	3,955,442	0			0		5,996,675	6,277,938	3,175,300
Health and Social Services	20	0	1,571,506	0			0		1,571,506	1,111,184	755,694
Culture and Recreation	21	2,994,368	74,183	0			0		3,068,551	4,142,493	3,004,127
Community and Economic Development	22	435,704	1,239,970	275,584			0		1,951,258	2,833,275	2,169,387
General Government	23	1,575,923	0	0			0		1,575,923	2,181,224	1,441,370
Debt Service	24	0	0	0	4,179,531		0		4,179,531	4,113,282	4,423,873
Capital Projects	25	0	0	0		8,978,234	0		8,978,234	13,024,060	9,932,936
Total Government Activities Expenditures	26	16,039,520	8,252,649	275,584	4,179,531	8,978,234	0		37,725,518	43,549,845	35,316,324
Business Type Proprietary: Enterprise & ISF	27							17,918,493	17,918,493	14,915,938	13,878,278
Total Gov & Bus Type Expenditures	28	16,039,520	8,252,649	275,584	4,179,531	8,978,234	0	17,918,493	55,644,011	58,465,783	49,194,602
Total Transfers Out	29	316,540	8,510,062	516,536	0	614,198	0	45,000	10,002,336	10,699,723	12,498,448
Total ALL Expenditures/Fund Transfers Out	30	16,356,060	16,762,711	792,120	4,179,531	9,592,432	0	17,963,493	65,646,347	69,165,506	61,693,050
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	61,696	1,656,793	-138,272	33,598	-2,494,619	0	1,259,838	379,034	-7,598,143	6,580,962
Beginning Fund Balance July 1	33	4,180,196	9,874,610	500,153	145,775	2,986,774	0	22,427,826	40,115,334	47,713,477	41,132,515
Ending Fund Balance June 30	34	4,241,892	11,531,403	361,881	179,373	492,155	0	23,687,664	40,494,368	40,115,334	47,713,477

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
PAGE 1

City Name: Marshalltown

Fiscal Year
2020

Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Date Certified to County Auditor (D)	Debt Resolution Number (E)	Principal Due FY 2020 (F)	Interest Due FY 2020 +(G)	Bond Reg./ Paying Agent Fees Due FY 2020 +(H)	Total Obligation Due FY 2020 =(I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes =-(J)	Amount Paid Current Year Debt Service Levy =(K)
(1) 31127: 2011A General Obligation Bonds	7,200,000	GO	04/01/11	2011-050	410,000	100,540	500	511,040	511,040	0
(2) 31128: 2011B General Obligation Bonds	2,380,000	GO	10/26/11	2011-186	155,000	33,600	500	189,100	79,244	109,856
(3) 31129: 2012A General Obligation Bonds	5,000,000	GO	04/12/12	2012-055	400,000	69,937	500	470,437	208,662	261,775
(4) 31130: 2012B Crossover advance funding (2008B)	3,080,000	GO	04/24/12	2012-056	335,000	22,495	500	357,995		357,995
(5) 31131: 2013A Essential Corporate Purpose Bond	5,600,000	GO	03/12/13	2013-034	975,000	48,375	500	1,023,875		1,023,875
(6) 31132: 2014 General Obligation Bonds	2,225,000	GO	12/30/14	2014-158	275,000	26,200	500	301,700		301,700
(7) 31134: 2015 General Obligation Corporate Purpose Bonds	2,000,000	GO	11/24/15	2015-193	275,000	36,988	500	312,488	77,964	234,524
(8) Fire Truck zero interest loan (Less 2X FY19, Add 1 pymt FY17)	142,430	GO	1/5/2018	2016-189	28,486	0	0	28,486		28,486
(9) 31135: 2016A General Obligation Bonds	5,000,000	GO	7/25/16	2016-147	330,000	80,300	500	410,800	204,700	206,100
(10) 31136: 2016B General Obligation Bonds (Pol/Fire Bldg)	4,780,000	GO	11/14/16	2016-228	220,000	69,600	500	290,100		290,100
(11) 31137 2017A General Obligation Bonds (Pol&Fire Bldg)	12,720,000	GO	9/29/17	2017-246	525,000	365,550	500	891,050		891,050
(12) 31138 2018A General Obligation Bonds	2,400,000	GO	11/13/18	2018-201	0	107,600	600	108,200		108,200
(13)		NO SELECTION						0		0
(14)		NO SELECTION						0		0
(15)		NO SELECTION						0		0
(16) 52011: 2012 Sewer Revenue Bond and Refunding	4,595,000	NON - GO		2012-087	121,000	27,348	500	148,848	148,848	0
(17) 52012: 2013 Sewer Revenue Improvement	3,700,000	NON - GO		2013-096	247,000	49,418	500	296,918	296,918	0
(18) 59006: 2014 Sewer Revenue Improvement	5,500,000	NON - GO		2014-077	344,000	113,709	500	458,209	458,209	0
(19) 59007: 2015 Sewer Revenue Improvement	6,000,000	NON - GO		2015-128	365,000	123,794	500	489,294	489,294	0
(20)		NO SELECTION						0		0
(21) 52012012: Performance Edge Loan Payable	700,000	NON - GO			102,249	2,241	0	104,490	104,490	0
(22)		NO SELECTION						0		0
(23)		NO SELECTION						0		0
(24) Property Tax relief 78% times \$3.1 million=2,418,000		NO SELECTION						0	2,418,000	-2,418,000
(25) Prop Tax Relief L.O.S.T. Cash Balance		NO SELECTION						0	390,000	-390,000
(26) Council Designated L.O.S.T. Cash Balance		NO SELECTION						0	110,000	-110,000
(27)		NO SELECTION						0		0
(28)		NO SELECTION						0		0
(29)		NO SELECTION						0		0
(30)		NO SELECTION						0		0
TOTALS					5,107,735	1,277,695	7,600	6,393,030	5,497,369	895,661

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of Marshalltown, Iowa

The City Council will conduct a public hearing on the proposed Budget at City Council Chambers

on 3/11/2019 at 5:30 pm
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 15.38434

The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

641-754-5760
phone number

Diana Steiner, Finance Director
City Clerk/Finance Officer's NAME

		Budget FY 2020	Re-estimated FY 2019	Actual FY 2018
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	12,004,303	11,502,245	11,421,731
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	12,004,303	11,502,245	11,421,731
Delinquent Property Taxes	4	0	0	669
TIF Revenues	5	653,848	905,268	174,524
Other City Taxes	6	5,265,085	5,130,609	5,185,809
Licenses & Permits	7	262,094	315,616	279,616
Use of Money and Property	8	402,922	647,847	760,195
Intergovernmental	9	13,202,353	7,661,329	8,762,021
Charges for Fees & Service	10	15,006,816	14,780,396	15,052,758
Special Assessments	11	10,000	10,000	6,445
Miscellaneous	12	3,553,624	4,126,764	526,480
Other Financing Sources	13	5,662,000	5,787,566	13,605,316
Transfers In	14	10,002,336	10,699,723	12,498,448
Total Revenues and Other Sources	15	66,025,381	61,567,363	68,274,012
Expenditures & Other Financing Uses				
Public Safety	16	10,403,840	9,866,389	10,413,637
Public Works	17	5,996,675	6,277,938	3,175,300
Health and Social Services	18	1,571,506	1,111,184	755,694
Culture and Recreation	19	3,068,551	4,142,493	3,004,127
Community and Economic Development	20	1,951,258	2,833,275	2,169,387
General Government	21	1,575,923	2,181,224	1,441,370
Debt Service	22	4,179,531	4,113,282	4,423,873
Capital Projects	23	8,978,234	13,024,060	9,932,936
Total Government Activities Expenditures	24	37,725,518	43,549,845	35,316,324
Business Type / Enterprises	25	17,918,493	14,915,938	13,878,278
Total ALL Expenditures	26	55,644,011	58,465,783	49,194,602
Transfers Out	27	10,002,336	10,699,723	12,498,448
Total ALL Expenditures/Transfers Out	28	65,646,347	69,165,506	61,693,050
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	379,034	-7,598,143	6,580,962
Beginning Fund Balance July 1	30	40,115,334	47,713,477	41,132,515
Ending Fund Balance June 30	31	40,494,368	40,115,334	47,713,477

**RESOLUTION APPROVING THE
FY2019-FY2023 CAPITAL IMPROVEMENTS PLAN**

WHEREAS, the Notice of Public Hearing on approval of the five-year Capital Improvement Plan for the City of Marshalltown, Iowa for the fiscal years 2019 through 2023 was published in the Marshalltown Times Republican on Wednesday, February 27, 2019; and

WHEREAS, a public hearing was held according to the published notice as required by law; and

WHEREAS, the minutes record any oral or written comments, questions or objections filed; and

WHEREAS, investing in capital improvements is essential for the City to maintain its current infrastructure and provide expanded infrastructure to enhance municipal services and provide increased citizen mobility; and

WHEREAS, the planning for capital improvements is important for creating an environment that encourages job creation and business development; and

WHEREAS, the City Council has reviewed and developed a schedule of capital projects for the five year period.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Capital Improvements Plan (CIP) documents for the fiscal years 2019-2023 be approved.

PASSED this 11th day of March, 2019, and signed this __ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

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

FINANCE DEPARTMENT

March 6, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Capital Improvements Plan (CIP) & Capital Expenditures for FY19-FY23

Policy Issue: The Council must approve the 5-year capital plan but a public hearing is required first. Since the FY19 and FY20 projects feed into the respective budgets, changes can still be made at the hearing as long as the expenses are lower.

Recommendation: Staff recommends approving the 5-year Capital Improvement Plan. The Notice of Public Hearing was published in the Marshalltown Times Republican newspaper on Wednesday, February 27, 2019. The public hearing is March 11, 2019 at 5:30 p.m.

Background: Department directors have identified their CIP equipment and project needs for FY19-FY23. Funds 030 & 032 will be funded by the CIP property tax levy. Other funds have a variety of funding sources including Road Use Tax, Local Option Sales Tax, Grants, Donations, TIF, Enterprise Fees, etc. Project details were provided to you at the January 14th meeting.

Attachment: 5 Year Capital Improvement Plan

cc: Jessica Kinser, City Administrator

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

City of Marshalltown, Iowa
City Capital Plan Equipment Replacment
FY '19 thru FY '23

SOURCES AND USES OF FUNDS

Source		FY '19	FY '20	FY '21	FY '22	FY '23
030 - CIP FUND						
Beginning Balance		394,025	93,348	97,378	128,606	213,846
<u>Revenues and Other Fund Sources</u>						
<i>USE OF MONEY & PROPERTY</i>						
4610.000 INTEREST EARNED		3,000	3,000	3,000	3,000	3,000
	<i>Total</i>	3,000	3,000	3,000	3,000	3,000
<i>PROPERTY TAXES</i>						
4085.000 PROPERTY TAXES- CIP LEVY		456,868	486,728	473,000	580,000	580,000
	<i>Total</i>	456,868	486,728	473,000	580,000	580,000
<i>PROPERTY TAX BACKFILL</i>						
4339.000 SF295 BACKFILL		18,338	18,970	0	0	0
	<i>Total</i>	18,338	18,970	0	0	0
<i>Other Fund Sources</i>						
4875.000 - ICAP - TORNADO		163,697	0	0	0	0
	<i>Total</i>	163,697	0	0	0	0
Total Revenues and Other Fund Sources		641,903	508,698	476,000	583,000	583,000
Total Funds Available		1,035,928	602,046	573,378	711,606	796,846
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>AIRPORT</u>						
Rehab Runway 18/36	L3229	(37,300)	0	0	0	0
	<i>Total</i>	(37,300)	0	0	0	0
<u>BUILDING INSPECTIONS</u>						
VEHICLE: Building Inspection Replacements	V2630	(45,914)	0	0	0	0
	<i>Total</i>	(45,914)	0	0	0	0
<u>CITY CLERK</u>						
Tyler Finance Software Parking Module	Tyler - Park	(2,000)	0	0	0	0
	<i>Total</i>	(2,000)	0	0	0	0
<u>ENGINEERING</u>						
Replace Red Survey Truck	E2183	(15,000)	0	0	0	0
REPLACE ENGINEERING SUV	TOR19	(19,915)	0	0	0	0
	<i>Total</i>	(34,915)	0	0	0	0
<u>FINANCE</u>						

Source

FY '19

FY '20

FY '21

FY '22

FY '23

030 - CIP FUND

Copy Machine	E2062	(8,000)	0	0	0	0
<i>Total</i>		(8,000)	0	0	0	0
<u>FIRE</u>						
Extrication Tools - Rescue Unit #9	E0036fir	(16,731)	0	0	0	0
Alumacraft 16' Boat Replacement	E0045fir	0	(7,000)	0	0	0
Copier/Printer	E0050.1fir	0	0	0	0	(6,000)
Burn Trailer Maintenance	E0053fir	0	(6,000)	0	0	0
Inflatable Rescue Boat	E0070fir	0	(11,000)	0	0	0
Jeep Cherokee Replacement	V0058fir	(32,854)	0	0	0	0
Dodge Dakota Pickup Replacement	V0059fir	(32,000)	0	0	0	0
Exercise Equipment	V0064fir	0	0	0	(6,000)	0
<i>Total</i>		(81,585)	(24,000)	0	(6,000)	(6,000)
<u>HOUSING</u>						
COPIER: Replace Lanier	E2018	0	0	0	0	(5,000)
VEHICLE: Code Enforcement	V_Code	(21,998)	0	0	0	0
VEHICLE: Rental Inspection Replace	V0710A	(44,955)	0	0	0	0
<i>Total</i>		(66,953)	0	0	0	(5,000)
<u>INFORMATION SYSTEMS</u>						
Body Camera Servers - MPD	BdyCmraServ	(15,000)	(15,000)	0	0	0
Staff Computers	E1000	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)
Servers	E3010	(12,000)	(12,000)	(12,000)	(12,000)	(12,000)
Update Mic Office	E3282	(6,000)	0	0	0	0
SERVERS-PD (Evidence)	SERVERS-PD	0	0	0	(10,000)	0
VEHICLE IT EQUIPMENT - MPD	VEH IT	0	(5,000)	0	(5,000)	0
<i>Total</i>		(45,000)	(44,000)	(24,000)	(39,000)	(24,000)
<u>LIBRARY</u>						
Upgraded Automation System	11	(16,659)	(15,968)	(16,272)	(16,760)	(17,000)
Lib Furniture	P3373	0	(20,000)	0	0	0
<i>Total</i>		(16,659)	(35,968)	(16,272)	(16,760)	(17,000)
<u>PARK & RECREATION</u>						
Sidewalks/garbage cans	18PR003	(11,680)	0	0	0	0
Wood fiber	19PR001	(20,000)	0	0	0	0
Log Cabin Restroom	19PR002	0	(80,000)	0	0	0
Anson Park Improvements	19PR003	(180,000)	0	0	0	0
Skate Park elements	19PR004	(52,574)	0	0	0	0
Replace 2010 JD mower	19PR005	(19,000)	0	0	0	0
Replace 2003 Truck	19PR007	(25,000)	0	0	0	0
Volleyball and other court repaint at Riverview	19PR008	0	0	0	0	(10,000)
Timber Creek Bridge Replacement	19PR009	(50,000)	0	0	0	0
POOL PUMP REPLACEMENT	2019POOL	(27,000)	0	0	0	0
Paint Lazy River	20PR001	0	(60,000)	0	0	0
Trail Surfacing Improvements	20PR002	0	(50,000)	(50,000)	(50,000)	(50,000)
Replace 2005 truck	20PR003	0	(35,000)	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
030 - CIP FUND						
Dump Box for Truck 813	20PR004	0	(10,000)	0	0	0
Replace 1998 Mule	20PR006	0	0	(20,000)	0	0
Elks Park Improvements	21PR003	0	0	(120,000)	0	0
Riverview Park Restroom	21PR004	0	0	0	(60,000)	0
Replace 2001 Truck	21PR006	0	0	(30,000)	0	0
Sidewalk upgrade- Park TBD	22PR001	0	0	0	(30,000)	0
Lawrence Park Improvements	22PR004	0	0	0	(120,000)	0
Peterson Park equipment	23PR005	0	0	0	0	(70,000)
Riverview shelter replacement	23PR009	0	0	0	0	(25,000)
Timbercreek Fishing Dock	L2966	0	0	0	0	(10,000)
Goldfinch fishing dock	L2973	0	0	0	0	(10,000)
Glenwood fishing dock	L3051	0	0	0	0	(10,000)
Replace Recreation Vehicle	TORREC1	(27,742)	0	0	0	0
<i>Total</i>		(412,996)	(235,000)	(220,000)	(260,000)	(185,000)
<u>POLICE</u>						
BODY CAMERAS	BODY CAMERA	0	(15,000)	(15,000)	(15,000)	0
HANDGUN REPLACEMENT	GUNS	(10,000)	0	0	0	0
P25 RADIO MIGRATION	P25	(11,383)	0	0	0	0
RMS/CAD REPLACEMENT	RMS/CAD	(10,275)	0	0	0	0
TACTICAL EQUIPMENT	TACT EQUIP	0	(5,000)	0	(5,000)	0
TASERS	TASERS	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
TRAINING EQUIPMENT	TRN EQUIP	0	(5,000)	0	(5,000)	(5,000)
VEHICLE REPLACEMENT	VEH RPLCMT	(120,000)	(120,000)	(125,000)	(130,000)	(130,000)
BODY ARMOR REPLACEMENT	VESTS	(8,600)	(14,700)	(13,500)	(15,000)	(11,400)
<i>Total</i>		(166,258)	(165,700)	(159,500)	(176,000)	(152,400)
<u>STREET</u>						
Wayfinding Signage/Entryway Signage	Signs001	(25,000)	0	(25,000)	0	(25,000)
<i>Total</i>		(25,000)	0	(25,000)	0	(25,000)
Total Expenditures and Uses		(942,580)	(504,668)	(444,772)	(497,760)	(414,400)
Change in Fund Balance		(300,677)	4,030	31,228	85,240	168,600
Ending Balance		93,348	97,378	128,606	213,846	382,446

Source		FY '19	FY '20	FY '21	FY '22	FY '23
031 - BUILDING MAINTENANCE						
Beginning Balance		440,029	186,575	64,241	67,241	55,241
Revenues and Other Fund Sources						
<i>USE OF MONEY & PROPERTY</i>						
4085.000 INTEREST EARNED		3,000	3,000	3,000	3,000	3,000
	<i>Total</i>	3,000	3,000	3,000	3,000	3,000
Total Revenues and Other Fund Sources		3,000	3,000	3,000	3,000	3,000
Total Funds Available		443,029	189,575	67,241	70,241	58,241
Expenditures and Uses						
<i>Capital Projects & Equipment</i>						
<u>CARNEGIE & COLISEUM BUILDINGS</u>						
Recarpet Front Entrance	3981	0	0	0	0	(5,000)
Doorway approaches and steps with heated pads	3990	0	(25,000)	0	0	0
Replace AC Unit	4000	0	0	0	(15,000)	0
Carnegie/City Hall Security Updates	4010	(35,000)	0	0	0	0
Carnegie Tuckpointing	Tuckpointing	(170,000)	0	0	0	0
	<i>Total</i>	(205,000)	(25,000)	0	(15,000)	(5,000)
<u>CITY HALL</u>						
Replace Windows	CH0009	(10,000)	0	0	0	0
Replace East Entrance Door and Steps	CH0016	0	(25,000)	0	0	0
City Hall Building System Improvements	CH0023	0	(60,334)	0	0	0
Remodel City Hall 1st Floor for Finance move	FY18 Finance	(33,000)	0	0	0	0
	<i>Total</i>	(43,000)	(85,334)	0	0	0
<u>LIBRARY</u>						
Library Building Damage	Library Damg	(8,454)	0	0	0	0
Emerg Lighting Battery Replacement	P3372	0	(15,000)	0	0	0
	<i>Total</i>	(8,454)	(15,000)	0	0	0
Total Expenditures and Uses		(256,454)	(125,334)	0	(15,000)	(5,000)
Change in Fund Balance		(253,454)	(122,334)	3,000	(12,000)	(2,000)
Ending Balance		186,575	64,241	67,241	55,241	53,241

Source	FY '19	FY '20	FY '21	FY '22	FY '23
032 - CIP LARGE VEHICLE/EQUIPMENT					
Beginning Balance	106,000	212,000	318,000	0	0
<u>Revenues and Other Fund Sources</u>					
<i>Revenue</i>					
4085.000 PROPERTY TAXES	106,000	106,000	107,000	0	0
Bond Proceeds	0	0	575,000	0	0
<i>Total</i>	106,000	106,000	682,000	0	0
Total Revenues and Other Fund Sources	106,000	106,000	682,000	0	0
Total Funds Available	212,000	318,000	1,000,000	0	0
<u>Expenditures and Uses</u>					
<i>Capital Projects & Equipment</i>					
FIRE					
100' Aerial Fire Truck					
V0062fir	0	0	(1,000,000)	0	0
<i>Total</i>	0	0	(1,000,000)	0	0
Total Expenditures and Uses	0	0	(1,000,000)	0	0
Change in Fund Balance	106,000	106,000	(318,000)	0	0
Ending Balance	212,000	318,000	0	0	0

Source			FY '19	FY '20	FY '21	FY '22	FY '23
110 - ROAD USE TAX \$							
Beginning Balance			0	50,000	100,000	150,000	150,000
Revenues and Other Fund Sources							
ROAD USE TAX							
4320.040 ROAD USE TAXES			1,403,270	2,566,000	2,241,250	1,918,000	878,000
	<i>Total</i>		1,403,270	2,566,000	2,241,250	1,918,000	878,000
Total Revenues and Other Fund Sources			1,403,270	2,566,000	2,241,250	1,918,000	878,000
Total Funds Available			1,403,270	2,616,000	2,341,250	2,068,000	1,028,000
Expenditures and Uses							
Capital Projects & Equipment							
ENGINEERING							
Median Improvements- Hwy 14 Olive to La Frenz	2019DOTHWY14		(233,000)	(340,000)	(590,000)	(590,000)	0
Parking Lot Renovation- 1st/Church Street	20ParkingLot		(73,450)	0	0	0	0
Field Laptops	3504		0	0	(9,000)	0	0
Replace Red Survey Truck	E2183		(13,750)	0	0	0	0
Replace Server and Software	E2184		0	(35,000)	0	0	0
Railroad Crossing Safety Improvements	RR2018		0	(1,000,000)	0	0	0
New Total Station	SE0047		0	0	0	0	(33,000)
REPLACE ENGINEERING SUV	TOR19		(8,070)	0	0	0	0
	<i>Total</i>		(328,270)	(1,375,000)	(599,000)	(590,000)	(33,000)
PARK & RECREATION							
Replace 2010 JD mower	19PR005		(12,000)	0	0	0	0
	<i>Total</i>		(12,000)	0	0	0	0
PUBLIC WORKS							
State St Culvert Overlay	BR007860		0	0	0	(110,000)	0
South Center St. Viaduct	BR035410		0	0	(225,000)	(225,000)	0
Annual Street Resurfacing	M3170		(100,000)	(350,000)	(350,000)	(350,000)	(350,000)
City-wide Bridge Repair	M3453		0	(30,000)	(30,000)	(30,000)	(30,000)
Concrete Repairs	M3458		(100,000)	(200,000)	(200,000)	(200,000)	(200,000)
Annual ADA Sidewalk Construction	M3655		(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Melissa-Glenda Connector	NEW18-22.001		(80,000)	(100,000)	0	0	0
	<i>Total</i>		(330,000)	(730,000)	(855,000)	(965,000)	(630,000)
STREET							
Dump Truck	E3510		(145,000)	(148,000)	(148,000)	(148,000)	0
Street Sweeper	E3520		0	(200,000)	0	0	0
Self Propelled Paint Striper	E3550		(100,000)	0	0	0	0
Snow Blower	E3900		0	0	0	(140,000)	0
Mowing Tractor	E3930		(70,000)	0	0	0	0
Mill and Overlay of Streets with Tornado Impact	FEMA1		0	0	(296,250)	0	0
END LOADER	V2323		(230,000)	0	0	0	0
3/4 Ton Pickup	V3500		(30,000)	(32,000)	0	(35,000)	0
3/4 Ton Pickup with Utility Box	V3501		(37,000)	0	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
110 - ROAD USE TAX \$						
1 Ton Truck with Dump Body	V3502	(35,000)	0	(40,000)	0	0
Motor Grader	V3503	0	0	(215,000)	0	(215,000)
Asphalt Hot Box	V3505	0	0	0	(40,000)	0
	<i>Total</i>	(647,000)	(380,000)	(699,250)	(363,000)	(215,000)
<u>UTILITY</u>						
LED Traffic Light Replacement	E3704	0	(10,000)	0	0	0
Replace Traffic Controllers	E3706	0	(15,000)	0	0	0
Traffic Signal Battery Back Ups	E3708	(6,000)	(6,000)	(6,000)	0	0
PICKUP	V2203	(30,000)	0	(32,000)	0	0
	<i>Total</i>	(36,000)	(31,000)	(38,000)	0	0
Total Expenditures and Uses		(1,353,270)	(2,516,000)	(2,191,250)	(1,918,000)	(878,000)
Change in Fund Balance		50,000	50,000	50,000	0	0
Ending Balance		50,000	100,000	150,000	150,000	150,000

Source		FY '19	FY '20	FY '21	FY '22	FY '23
121 - LOCAL OPTION SALES TAX						
Beginning Balance		2,389,781	2,261,781	1,996,781	1,996,781	1,996,781
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>AIRPORT</u>						
Rehab Runway 18/36	L3229	(23,000)	0	0	0	0
	<i>Total</i>	(23,000)	0	0	0	0
<u>PUBLIC WORKS</u>						
Capital Projects Designation LOST	89099012A	0	0	0	0	0
	<i>Total</i>	0	0	0	0	0
<u>STREET</u>						
CY STREET PROGRAM TRANSFER	CY18STRPRGM	(105,000)	(265,000)	0	0	0
	<i>Total</i>	(105,000)	(265,000)	0	0	0
Total Expenditures and Uses		(128,000)	(265,000)	0	0	0
Change in Fund Balance		(128,000)	(265,000)	0	0	0
Ending Balance		2,261,781	1,996,781	1,996,781	1,996,781	1,996,781

Source		FY '19	FY '20	FY '21	FY '22	FY '23
132 - MISC CAPITAL GRANTS						
Beginning Balance		(5,261)	(5,261)	44,739	(55,261)	(55,261)
<u>Revenues and Other Fund Sources</u>						
Revenue						
4820 - DONATIONS & GRANTS		0	50,000	400,000	0	0
	<i>Total</i>	0	50,000	400,000	0	0
Total Revenues and Other Fund Sources		0	50,000	400,000	0	0
Total Funds Available		(5,261)	44,739	444,739	(55,261)	(55,261)
<u>Expenditures and Uses</u>						
Capital Projects & Equipment						
LIBRARY						
Library Addition	UR4002	0	0	(500,000)	0	0
	<i>Total</i>	0	0	(500,000)	0	0
Total Expenditures and Uses		0	0	(500,000)	0	0
Change in Fund Balance		0	50,000	(100,000)	0	0
Ending Balance		(5,261)	44,739	(55,261)	(55,261)	(55,261)

Source		FY '19	FY '20	FY '21	FY '22	FY '23
144 - HERSHEY						
Beginning Balance		0	0	0	0	0
<u>Revenues and Other Fund Sources</u>						
No Funds		0	0	0	0	0
	<i>Total</i>	0	0	0	0	0
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds Available		0	0	0	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
152 - OTHER POLICE GRANTS						
Beginning Balance		0	0	0	0	0
<u>Revenues and Other Fund Sources</u>						
<i>GRANT</i>						
4310.110 FEDERAL OPERATING GRNT		15,000	17,000	17,000	17,000	17,000
	<i>Total</i>	15,000	17,000	17,000	17,000	17,000
No Funds		0	0	0	0	0
	<i>Total</i>	0	0	0	0	0
Total Revenues and Other Fund Sources		15,000	17,000	17,000	17,000	17,000
Total Funds Available		15,000	17,000	17,000	17,000	17,000
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<i>POLICE</i>						
GTSB GRANT	GTSB	(6,000)	(8,000)	(8,000)	(8,000)	(8,000)
JAG GRANT	JAG	(9,000)	(9,000)	(9,000)	(9,000)	(9,000)
	<i>Total</i>	(15,000)	(17,000)	(17,000)	(17,000)	(17,000)
Total Expenditures and Uses		(15,000)	(17,000)	(17,000)	(17,000)	(17,000)
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
170 - LIBRARY GIFT FUND						
Beginning Balance		0	0	0	0	0
<u>Revenues and Other Fund Sources</u>						
<i>MISC REVENUES</i>						
4820.310 DONATIONS-LIBRARY		0	0	0	0	0
	<i>Total</i>	0	0	0	0	0
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds Available		0	0	0	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
177 - SEIZED ASSETS						
Beginning Balance		40,445	40,445	40,445	40,445	40,445
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
No Funds		0	0	0	0	0
	<i>Total</i>	0	0	0	0	0
<i>MISC REVENUES</i>						
4862.000 SEIZED ASSETS		3,000	3,000	3,000	3,000	3,000
	<i>Total</i>	3,000	3,000	3,000	3,000	3,000
Total Revenues and Other Fund Sources		3,000	3,000	3,000	3,000	3,000
Total Funds Available		43,445	43,445	43,445	43,445	43,445
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<i>POLICE</i>						
MISC SEIZED ASSET ALLOCATION	SEIZD ASSET	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
	<i>Total</i>	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Total Expenditures and Uses		(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Change in Fund Balance		0	0	0	0	0
Ending Balance		40,445	40,445	40,445	40,445	40,445

Source	FY '19	FY '20	FY '21	FY '22	FY '23
312 - AIRPORT PROJECTS					
Beginning Balance	0	0	0	0	0
<u>Revenues and Other Fund Sources</u>					
<i>Revenue</i>					
4315.770 FEDERAL CAP GRANT-AIRPRT	0	0	0	0	1,147,500
Bond Proceeds	0	1,500,000	0	0	202,500
<i>Total</i>	0	1,500,000	0	0	1,350,000
<i>Capital Grant</i>					
4310.000 STATE GRANT	0	200,000	0	0	0
4315.770 FEDERAL CAP GRANT-AIRPRT	50,000	550,000	0	0	0
<i>Total</i>	50,000	750,000	0	0	0
Total Revenues and Other Fund Sources	50,000	2,250,000	0	0	1,350,000
Total Funds Available	50,000	2,250,000	0	0	1,350,000
<u>Expenditures and Uses</u>					
<i>Capital Projects & Equipment</i>					
<u>AIRPORT</u>					
120' x 100' Hangar & Terminal B3011	(50,000)	(2,250,000)	0	0	0
HMA Pavement Rehabilitation L3230	0	0	0	0	(1,350,000)
<i>Total</i>	(50,000)	(2,250,000)	0	0	(1,350,000)
Total Expenditures and Uses	(50,000)	(2,250,000)	0	0	(1,350,000)
Change in Fund Balance	0	0	0	0	0
Ending Balance	0	0	0	0	0

Source	FY '19	FY '20	FY '21	FY '22	FY '23
350 - STREET PROGRAM FUND					
Beginning Balance	8,498	8,498	8,498	8,498	8,498
<u>Revenues and Other Fund Sources</u>					
<i>Other Fund Sources</i>					
6500.121 TRANSFER FROM LOST	105,000	265,000	0	0	0
<i>Total</i>	105,000	265,000	0	0	0
Total Revenues and Other Fund Sources	105,000	265,000	0	0	0
Total Funds Available	113,498	273,498	8,498	8,498	8,498
<u>Expenditures and Uses</u>					
<i>Capital Projects & Equipment</i>					
STREET					
CY 2018 STREET PROGRAM	CY18STRTPGRM	(105,000)	(265,000)	0	0
<i>Total</i>		(105,000)	(265,000)	0	0
Total Expenditures and Uses		(105,000)	(265,000)	0	0
Change in Fund Balance	0	0	0	0	0
Ending Balance	8,498	8,498	8,498	8,498	8,498

Source		FY '19	FY '20	FY '21	FY '22	FY '23
354 - POLICE AND FIRE BUILDING						
Beginning Balance		11,912,131	0	0	0	0
<u>Revenues and Other Fund Sources</u>						
<i>USE OF MONEY PROPERTY</i>						
4610 - INTEREST EARNED		130,000	0	0	0	0
	<i>Total</i>	130,000	0	0	0	0
Total Revenues and Other Fund Sources		130,000	0	0	0	0
Total Funds Available		12,042,131	0	0	0	0
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>INFORMATION SYSTEMS</u>						
SERVERS-PD (Evidence)	SERVERS-PD	(10,000)	0	0	0	0
	<i>Total</i>	(10,000)	0	0	0	0
<u>POLICE</u>						
Police/Fire Building	BLD17001	(11,998,131)	0	0	0	0
COPIER REPLACEMENT - RECORDS	COPIER	(8,500)	0	0	0	0
COPIER REPLACEMENT - PATROL	COPIER 2	(8,500)	0	0	0	0
COPIERS - NEW BUILDING	COPIER2	(17,000)	0	0	0	0
	<i>Total</i>	(12,032,131)	0	0	0	0
Total Expenditures and Uses		(12,042,131)	0	0	0	0
Change in Fund Balance		(11,912,131)	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
355 - D&D Program						
Beginning Balance		112,035	476,780	428,780	380,780	332,780
<u>Revenues and Other Fund Sources</u>						
<i>Transfer In</i>						
6500- TRANSFER FROM GF		478,745	0	0	0	0
	<i>Total</i>	478,745	0	0	0	0
<i>Other Fund Sources</i>						
4610.000 INTEREST EARNED		2,000	2,000	2,000	2,000	2,000
Sale of Land		4,000	0	0	0	0
	<i>Total</i>	6,000	2,000	2,000	2,000	2,000
Total Revenues and Other Fund Sources		484,745	2,000	2,000	2,000	2,000
Total Funds Available		596,780	478,780	430,780	382,780	334,780
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>PUBLIC WORKS</u>						
Dilapidated Building Removal	D&D001	(120,000)	(50,000)	(50,000)	(50,000)	(50,000)
	<i>Total</i>	(120,000)	(50,000)	(50,000)	(50,000)	(50,000)
Total Expenditures and Uses		(120,000)	(50,000)	(50,000)	(50,000)	(50,000)
Change in Fund Balance		364,745	(48,000)	(48,000)	(48,000)	(48,000)
Ending Balance		476,780	428,780	380,780	332,780	284,780

Source			FY '19	FY '20	FY '21	FY '22	FY '23
381 - CAPITAL ST PROJECTS							
Beginning Balance			0	2,360,926	90,926	90,926	90,926
Revenues and Other Fund Sources							
<i>Revenue</i>							
4310.740 FEDERAL GRANT- FEMA			0	0	1,678,500	0	0
4610.000 INTEREST EARNED			35,000	15,000	0	0	0
4990.000 BOND SALES			2,415,926	0	0	0	0
GRANTS			0	390,000	0	0	0
<i>Total</i>			2,450,926	405,000	1,678,500	0	0
Total Revenues and Other Fund Sources			2,450,926	405,000	1,678,500	0	0
Total Funds Available			2,450,926	2,765,926	1,769,426	90,926	90,926
Expenditures and Uses							
<i>Capital Projects & Equipment</i>							
<u>ENGINEERING</u>							
Parking Lot Renovation- 1st/Church Street	20ParkingLot		0	(865,000)	0	0	0
<i>Total</i>			0	(865,000)	0	0	0
<u>PUBLIC WORKS</u>							
12TH AVENUE SIDEWALK INSTALLATION	SWALKCY19		(90,000)	(810,000)	0	0	0
<i>Total</i>			(90,000)	(810,000)	0	0	0
<u>STREET</u>							
CY 2019 STREET PROGRAM	CY19STREET		0	(1,000,000)	0	0	0
Mill and Overlay of Streets with Tornado Impact	FEMA1		0	0	(1,678,500)	0	0
<i>Total</i>			0	(1,000,000)	(1,678,500)	0	0
Total Expenditures and Uses			(90,000)	(2,675,000)	(1,678,500)	0	0
Change in Fund Balance			2,360,926	(2,270,000)	0	0	0
Ending Balance			2,360,926	90,926	90,926	90,926	90,926

Source		FY '19	FY '20	FY '21	FY '22	FY '23
383 - COLISEUM REVITALIZATION						
Beginning Balance		0	357,101	170,482	170,482	170,482
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
GRANTS/DONATIONS		0	2,000,000	0	0	0
INSURANCE PROCEEDS		359,533	1,420,949	0	0	0
<i>Total</i>		359,533	3,420,949	0	0	0
<i>Other Fund Sources</i>						
TRANSFER IN FUND 130		10,000	0	0	0	0
<i>Total</i>		10,000	0	0	0	0
Total Revenues and Other Fund Sources		369,533	3,420,949	0	0	0
Total Funds Available		369,533	3,778,050	170,482	170,482	170,482
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>PARK & RECREATION</u>						
Coliseum Renovation	UR4003	(12,432)	(3,607,568)	0	0	0
<i>Total</i>		(12,432)	(3,607,568)	0	0	0
Total Expenditures and Uses		(12,432)	(3,607,568)	0	0	0
Change in Fund Balance		357,101	(186,619)	0	0	0
Ending Balance		357,101	170,482	170,482	170,482	170,482

Source		FY '19	FY '20	FY '21	FY '22	FY '23
393 -TIF IV FUND						
Beginning Balance		(16,065)	0	0	0	0
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
Incremental Taxes		163,250	0	500,000	0	0
TRANSFER IN		0	120,666	0	0	0
	<i>Total</i>	163,250	120,666	500,000	0	0
Total Revenues and Other Fund Sources		163,250	120,666	500,000	0	0
Total Funds Available		147,185	120,666	500,000	0	0
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>CITY HALL</u>						
City Hall Building System Improvements	CH0023	0	(120,666)	0	0	0
	<i>Total</i>	0	(120,666)	0	0	0
<u>LIBRARY</u>						
Library Addition	UR4002	0	0	(500,000)	0	0
	<i>Total</i>	0	0	(500,000)	0	0
<u>PARK & RECREATION</u>						
Coliseum Renovation	UR4003	(147,185)	0	0	0	0
	<i>Total</i>	(147,185)	0	0	0	0
Total Expenditures and Uses		(147,185)	(120,666)	(500,000)	0	0
Change in Fund Balance		16,065	0	0	0	0
Ending Balance		0	0	0	0	0

Source			FY '19	FY '20	FY '21	FY '22	FY '23
612 - WPCP REVENUE FUND							
Beginning Balance			0	(46,700)	(328,500)	(358,500)	(451,500)
Revenues and Other Fund Sources							
<i>USER FEES</i>							
4433.000 SEWER RENTALS			823,400	772,286	1,054,300	834,500	451,500
	<i>Total</i>		823,400	772,286	1,054,300	834,500	451,500
Total Revenues and Other Fund Sources			823,400	772,286	1,054,300	834,500	451,500
Total Funds Available			823,400	725,586	725,800	476,000	0
Expenditures and Uses							
<i>Capital Projects & Equipment</i>							
<u>SANITARY SEWER</u>							
SEWER SYSTEM PIPE PLUGS	SWR 5000 001		0	0	(5,000)	0	0
TV TRANSPORTER-SANITARY SEWER	SWR 5000 008		0	0	(18,000)	0	0
ROOT CUTTER-SANITARY SEWER	SWR 5000 016		0	0	0	(7,500)	0
PAVEMENT SAW	SWR 5000 050		0	(9,000)	0	0	0
Hydro Excavation Kit	SWR 5000 054		0	(4,800)	0	0	0
BACKHOE #207	VEH 9000 003		0	0	0	0	(57,000)
JET VACUUM TRUCK	VEH 9000 012		0	0	(75,000)	(75,000)	0
	<i>Total</i>		0	(13,800)	(98,000)	(82,500)	(57,000)
<u>SANITARY SEWER LIFT STATIONS</u>							
TELEMETRY UPGRADE-LENNOX LIFT STATION	LEN 3500 003		(5,000)	0	0	0	0
LEVEL CONTROLLER	LEN 3500 005		0	(2,586)	0	0	0
SEAL, CAULK, & PAINT BLOCK	MAI 1000 001		0	0	0	0	(8,000)
PUMP #1 REPLACEMENT-E MAIN LIFT STATION	MAI 1000 002		(26,000)	0	0	0	0
PUMP #2 REPLACEMENT-E MAIN LIFT STATION	MAI 1000 004		0	(26,000)	0	0	0
TELEMETRY UPGRADE-E MAIN SIFT STATION	MAI 1000 007		0	(18,000)	0	0	0
PUMP #1 REPLACEMENT	MAR 2000 001		0	(5,200)	0	0	0
PUMP #2 REPLACEMENT	MAR 2000 002		0	(5,200)	0	0	0
LEVEL CONTROLLER	MAR 2000 003		0	0	(1,800)	0	0
ELECTRICAL PANEL MAINTENANCE	MAR 2000 005		0	0	0	0	(8,000)
LIFT STATION BLDG REPAIR	ROL 4000 009		(10,000)	0	0	0	0
REPLACE 50KW PORT. GENERATOR-SANITARY SEWERS	SWR 5000 002		0	0	0	(50,000)	0
PAINT, SEAL, CAULK, & PAINT ROOF-TURNER LIFT STATI	TUR 7000 001		0	0	0	0	(10,000)
LEVEL CONTROLER/WETWELL	TUR 7000 010		0	(1,800)	0	0	0
ELECTRICAL PANEL MAINTENANCE-TURNER LIFT STATION	TUR 7000 013		0	0	0	0	(8,000)
ACTUATOR/BYPASS GATE	TUR 7000 015		0	(3,900)	0	0	0
PUMP #1 REPLACEMENT -YMCA LIFT STATION	YMC 9500 004		0	0	0	0	(10,000)
PUMP #2 REPLACEMENT-YMCA LIFT STATION	YMC 9500 006		0	0	0	0	(10,000)
PUMP #3 REPLACEMENT-YMCA LIFT STATION	YMC 9500 008		0	0	0	0	(10,000)
STANDBY GEN. REPLACEMENT-YMCA LIFT STATION	YMC 9500 011		0	0	(50,000)	0	0

612 - WPCP REVENUE FUND

		<i>Total</i>	(41,000)	(62,686)	(51,800)	(50,000)	(64,000)
<u>STORM SEWER LIFT STATIONS</u>							
MAJ REBUILD DISCHARG PUMP # 2-18TH AVE STATION	18A 5910 002		(35,000)	0	0	0	0
		<i>Total</i>	(35,000)	0	0	0	0
<u>WPCP</u>							
REPLACE CARPET & VINYL- ADMINISTRATION BLDG	ADM 0300 005		0	(10,000)	0	0	0
REPLACE HAV - ADMINISTRATION BLDG	ADM 0300 015		0	0	0	(7,000)	0
TEST GAS BALL	BGR 0700 001		(15,000)	0	0	0	0
BOILER #1-BOILER BLDG	BLR 1200 001		0	0	(52,000)	0	0
MEMBRANE ROOF REPLACEMENT-BOILER BLDG	BLR 1200 003		0	0	0	(15,000)	0
BOILER #2 REPLACEMENT-BOILER BLDG	BLR 1200 008		(7,100)	0	0	0	0
BOILER #3 REPLACEMENT-BOILER BLDG	BLR 1200 009		(7,100)	0	0	0	0
SUPERVISORY CONTROL UPGRADE-BOILER BLDG	BLR 1200 015		0	0	0	(15,000)	0
RE-ROOF - ENGINE BUILDING	CMP 1500 002		0	0	0	(25,000)	0
RAW WASTE PUMP #3 - COMPRESSOR BLDG	CMP 1500 014		0	0	(15,000)	0	0
399 ENGINE REPLACEMENT-COMP BLDG	CMP 1500 03		0	0	0	0	(700,000)
399 ENGINE MAJOR REBUILD-COMP BLDG	CMP 1500 039		0	0	(100,000)	0	0
399 ENGINE MINOR REBUILD-COMP BLDG	CMP 1500 040		0	(20,000)	0	0	0
NORTH TUNNEL MLSS XFER PUMP-COMP BLDG	CMP 1500 042		0	0	0	(10,000)	0
NORTH TUNNEL pH SYSTEM ANALYZE-COMP BLDG	CMP 1500 043		0	0	(7,000)	0	0
MASTER RADIO - RTU-COMP BLDG	CMP 1500 046		(15,000)	0	0	0	0
MAU-1 REBUILD-COMP BLDG	CMP 1500 050		0	0	(13,000)	0	0
SUPERVISORY CONTROL UPGRADE-COMP BLDG	CMP 1500 055		0	0	(15,000)	0	0
CONCENTRATE DRIVE (EAST)-& (WEST) CONCENTRATE BLDG	CNC 1700 001		0	(30,000)	0	0	0
RE-ROOF DAF-MAINT SHOP BLDG	DAF 1900 001		0	0	0	(20,000)	0
DAF #1 COLLECTOR EQUIPMENT-DAF BLDG	DAF 1900 013		0	0	(26,000)	0	0
DAF #2 COLLECTOR EQUIPMENT-DAF BLDG	DAF 1900 014		0	0	(26,000)	0	0
SUPERVISORY CONTROL UPGRADE-DAF BLDG	DAF 1900 025		0	0	(15,000)	0	0
RE-ROOF LOCKER ROOM-DIGESTER CONTR BLDG	DCB 2100 003		(8,000)	0	0	0	0
AIR DIA. PUMP #1 REPLACEMENT-DIG CONTR BLDG	DCB 2100 014		0	0	0	(20,000)	0
AIR DIA. PUMP #2 REPLACEMENT-DIG CONTR BLDG	DCB 2100 015		0	0	0	(20,000)	0
GAS COMPRESSOR #1 REPLACEMENT-DIG CONTR BLDG	DCB 2100 018		0	(40,000)	0	0	0
GAS COMPRESSOR #2 REPLACEMENT-DOG CONTR BLDG	DCB 2100 020		0	0	0	(40,000)	0
GAS COMPRESSOR #1 REBUILD-DIG CONTR BLDG	DCB 2100 021		(7,000)	0	0	0	0

612 - WPCP REVENUE FUND

SS Analyser-DIG CONTR BLDG	DCB 2100 023	(5,500)	0	0	0	0
PIPE INSULATION-DIG CONTR BLDG	DCB 2100 028	0	0	0	0	(8,000)
MAU-2 (CONCENTRATE) REBUILD-DIG CONTR BLDG	DCB 2100 032	(13,000)	0	0	0	0
DIG FEED PUMP #1, #2 REBUILD-DIG CONTR BLDG	DCB 2100 038	0	(14,100)	0	0	0
DIG TRANSFER PUMP #1 REBUILD-DIG CONTR BLDG	DCB 2100 043	(6,700)	0	0	0	0
WEMCO #3-DIG CONTR BLDG	DCB 2100 056	(30,000)	0	0	0	0
MEMBRANE ROOF REPLACEMENT-DIG #1	DG1 2001 001	0	(38,000)	0	0	0
PAINT LID-DIG #1	DG1 2001 003	0	(32,000)	0	0	0
MEMBRANE ROOF REPLACEMENT-DIG #2	DG2 2002 001	0	(38,000)	0	0	0
PAINT LID-DIG #2	DG2 2002 003	0	(32,000)	0	0	0
MEMBRANE ROOF REPLACEMENT-DIG #3	DG3 2003 001	0	(38,000)	0	0	0
PAINT LID-DIG #3	DG3 2003 003	0	(40,000)	0	0	0
DIG#3 - MIXER #1 REBUILD	DG3 2003 005	(10,000)	0	0	0	0
REBUILD DRIVE - FINAL#1,#2,#3	FCL 3100 002	(15,000)	0	0	0	0
FINAL CLARIFIER #1,#2,#3 - WEIR BAFFLE REPAIR	FCL 3100 009	(90,000)	0	0	0	0
HEATING & COOLING -LAB BLDG	LAB 3700 006	0	0	(12,000)	0	0
AUTOMATIC GLASSWARE CLEANER - LAB BLDG	LAB 3700 013	(7,200)	0	0	0	0
INDUSTRIAL PRETREAT SOFTWARE - LAB BLDG	LAB 3700 024	0	0	0	0	(5,000)
SCADA WONDERWARE SOFTWARE UPGRADE- LAB BLDG	LAB 3700 025	0	0	0	(80,000)	0
60" LAB HOOD LAB BLDG	LAB 3700 027	0	0	(7,000)	0	0
O&G APPARATUS - LAB BLDG	LAB 3700 028	0	(6,000)	0	0	0
REBUILD #1,2,3 PRIMARY CLARIFIER	PCL 4900 002	0	(60,000)	0	0	0
REBUILD #4, 5 PRIMARY CLARIFIER	PCL 4900 007	0	0	(60,000)	0	0
PRIMARY CLARIFIER#1 WEIR REPLACEMENT	PCL 4900 013	0	(40,000)	0	0	0
PRIMARY CLARIFIER # 5 WEIR REPLACEMENT	PCL 4900 014	(40,000)	0	0	0	0
PRIMARY CLARIFIER #2 WEIR REPLACEMENT	PCL 4900 015	0	(40,000)	0	0	0
PRIMARY CLARIFIER #3 WEIR REPLACEMENT	PCL 4900 016	0	(40,000)	0	0	0
SCREEN #1 & 2 REBUILD-PRELIM BLDG	PLM 4700 006	0	0	(30,000)	0	0
PUMP ROOM CONVEYOR-PRELIM BLDG	PLM 4700 013	0	(115,000)	0	0	0
PUMP #4 REBUILD-PRELIM BLDG	PLM 4700 017	0	0	0	(15,000)	0
PUMP #5 REBUILD-PRELIM BLD	PLM 4700 019	0	0	0	(15,000)	0
REPLACE GRIT SNAIL BELT-PRELIM BLDG	PLM 4700 021	0	0	0	0	(11,100)
GRIT SYSTEM REPLACEMENT-PRELIM BLDG	PLM 4700 023	0	0	0	(200,000)	(200,000)
LIME ADDITION SYSTEM, ROLLOFF-PRELIM BLDG	PLM 4700 026	0	(18,000)	0	0	0
VFD REPLACEMENT (1,2,3&6)-PRELIM BLDG	PLM 4700 028	0	0	0	(24,000)	0
MAU-3 REBUILD-PRELIM BLDG	PLM 4700 033	0	(10,000)	0	0	0
SUPERVISORY CONTROL UPGRADE-PRELIM BLDG	PLM 4700 034	0	(15,000)	0	0	0
VERT TURBINE PUMP #1,#2,#3,#6 REBUILD-	PLM 4700 036	(60,000)	0	0	0	0

612 - WPCP REVENUE FUND

PRELIM BLDG

LIME SYSTEM VENTILATION	PLM 4700 043	0	0	0	0	(15,000)
PRESSURE WASHING SYSTEM-PRELIM BLDG	PLM 4700 044	0	0	0	0	(11,000)
BIOSOLIDS LOADING PUMP #1,#2 -PRELIM BLDG	PLM 4700 045	0	(20,000)	0	0	0
GRIT SYSTEM REBUILD-PRELIM BLDG	PLM 4700 055	(40,000)	0	0	0	0
CONCRETE REPAIR PROGRAM-PLANT	PLT 4500 010	(30,000)	0	0	0	0
CONCRETE TANK REPAIR PROGRAM-PLANT	PLT 4500 011	(250,000)	(100,000)	0	0	0
INDUSTRIAL PC REPLACEMENT-ALL	PLT 4500 012	0	0	0	0	(100,000)
RIVER GAUGE STATION-TELEMETRY	PLT 4500 018	0	0	(9,000)	0	0
INDUSTRIAL PC REPLACEMENT FOR SCPC-B	PLT 4500 019	0	0	(9,000)	0	0
MCC ELECTRICAL MAINTENANCE-PLANT	PLT 4500 021	(20,000)	0	0	0	0
RAW PUMP #1 REPLACEMENT-SBR BLDG	SBB 1100 010	(25,000)	0	0	0	0
RAW PUMP #2 REPLACEMENT-SBR BLDG	SBB 1100 012	0	0	(25,000)	0	0
RAW PUMP #3 REPLACEMENT-SBR BLDG	SBB 1100 014	0	(25,000)	0	0	0
SUPERVISORY CONTROLS/COMPUTER-SBR BLDG	SBB 1100 023	(20,000)	0	0	0	0
VFD REPLACEMENT-SBR BLDG	SBB 1100 024	(15,000)	0	0	0	0
SBR Blowe-SBR BLDG	SBB 1100 031	0	0	(50,000)	0	0
PC UPGRADE-SBR BLDG	SBB 1100 037	(2,000)	0	0	0	0
REPLACE SBR MIXER #1-SBR TANK#1	SBR 5500 002	0	0	(25,000)	0	0
REPLACE SBR MIXER #2-SBR TANK#2	SBR 5500 004	0	(25,000)	0	0	0
REPLACE SBR DECANTOR #1-SBR TANK #1	SBR 5500 006	0	0	(38,000)	0	0
REPLACE SBR DECANTOR #2-SBR TANK #2	SBR 5500 007	0	0	(38,000)	0	0
SBR AERATION SYSTEM REPLACEMENT	SBR 5500 035	0	0	0	0	(200,000)
MCC J&K REPLACEMENT - SBR	SBR 5500 060	0	(100,000)	(100,000)	0	0
JET PUMP #1A,#2A,#3A VFD-SECONDARY CONTR BLDG	SCB 5300 023	0	0	0	(36,000)	0
JET PUMP #1B VFD-SECONDARY CONTR BLDG	SCB 5300 024	0	0	0	(12,000)	0
SUPERVISORY CONTROL UPGRADE-SECONDARY CONTR BLDG	SCB 5300 032	0	(15,000)	0	0	0
INDUSTRIAL PC UPGRADE-SECONDARY CONTR BLDG	SCB 5300 033	(12,500)	0	0	0	0
REPLACE JET PUMP/MOTOR #1A	SCB 5300 16	0	0	(75,000)	0	0
REPLACE JET PUMP/MOTOR #1B	SCB 5300 17	0	0	0	(75,000)	0
REPLACE JET PUMP/MOTOR #2A	SCB 5300 18	0	0	(75,000)	0	0
REPLACE JET PUMP/MOTOR #2B	SCB 5300 19	0	0	0	(75,000)	0
REPLACE JET PUMP/MOTOR #3A	SCB 5300 20	0	0	(75,000)	0	0
REPLACE JET PUMP/MOTOR #3B	SCB 5300 21	0	0	0	(75,000)	0
JET PUMP # 3B VFD-SECONDARY CONTR BLDG	SCB 5300 29A	0	0	0	(12,000)	0
MIXER #1 REPLACEMENT SLUDGE TANK#5	SH5 5900 001	0	0	0	0	(60,000)
AERATION MIXER-LIME SILO	SLO 4000 004	0	0	(8,000)	0	0
SLUDGE FLOW METER-SLUDGE TRANSFER BLDG	STP 6100 006	0	(8,500)	0	0	0
FINAL EFFLUENT SS ANALYZER-UV CHANNEL	UVC 7100 002	0	(8,000)	0	0	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
612 - WPCP REVENUE FUND						
LAB VAN-VEHICLE	VEH 8100 003	0	0	(20,000)	0	0
PICKUP 3/4 TON W/BLADE-VEHICLE	VEH 8100 005	(31,000)	0	0	0	0
OPERATIONS VEHICLE(MULE)-VEHICLE	VEH 8100 006	0	0	(9,500)	0	0
MAINTENANCE VEHICLE(MULE)-VEHICLE	VEH 8100 007	(12,000)	0	0	0	0
WASTE HOLDING PUMP #2	WHT 8800 001	0	0	0	(4,000)	0
	<i>Total</i>	(794,100)	(977,600)	(934,500)	(795,000)	(1,310,100)
Total Expenditures and Uses		(870,100)	(1,054,086)	(1,084,300)	(927,500)	(1,431,100)
Change in Fund Balance		(46,700)	(281,800)	(30,000)	(93,000)	(979,600)
Ending Balance		(46,700)	(328,500)	(358,500)	(451,500)	(1,431,100)

Source		FY '19	FY '20	FY '21	FY '22	FY '23
616 - SAN SWR REHAB						
Beginning Balance		0	2,700,000	1,912,000	4,230,000	2,580,000
Revenues and Other Fund Sources						
<i>Other Fund Sources</i>						
4990.000 BOND SALES		0	1,912,000	2,730,000	0	0
4990.000 SRF LOAN		3,320,000	0	0	0	0
	<i>Total</i>	3,320,000	1,912,000	2,730,000	0	0
Total Revenues and Other Fund Sources		3,320,000	1,912,000	2,730,000	0	0
Total Funds Available		3,320,000	4,612,000	4,642,000	4,230,000	2,580,000
Expenditures and Uses						
<i>Capital Projects & Equipment</i>						
<u>SANITARY SEWER</u>						
2016 Manhole and Point Repair Project	59016002	(620,000)	(2,700,000)	0	0	0
2016 CIPP Project	59016003	0	0	(412,000)	(1,500,000)	(1,500,000)
2018 Manhole Rehabilitation Project	59018001	0	0	0	(150,000)	(540,000)
	<i>Total</i>	(620,000)	(2,700,000)	(412,000)	(1,650,000)	(2,040,000)
Total Expenditures and Uses		(620,000)	(2,700,000)	(412,000)	(1,650,000)	(2,040,000)
Change in Fund Balance		2,700,000	(788,000)	2,318,000	(1,650,000)	(2,040,000)
Ending Balance		2,700,000	1,912,000	4,230,000	2,580,000	540,000

Source		FY '19	FY '20	FY '21	FY '22	FY '23
690 - TRANSIT						
Beginning Balance		126,126	65,569	65,569	65,569	65,569
<u>Revenues and Other Fund Sources</u>						
<i>Other Fund Sources</i>						
4315.780 FED CAP GRANT TRANSIT		343,155	0	0	0	0
	<i>Total</i>	343,155	0	0	0	0
Total Revenues and Other Fund Sources		343,155	0	0	0	0
Total Funds Available		469,281	65,569	65,569	65,569	65,569
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>TRANSIT</u>						
NEW BUS - REPLACE 922 ORION II	V3410	0	0	0	0	(80,000)
NEW BUS, Replace #971 ORION II	V3415	(403,712)	0	0	0	0
	<i>Total</i>	(403,712)	0	0	0	(80,000)
Total Expenditures and Uses		(403,712)	0	0	0	(80,000)
Change in Fund Balance		(60,557)	0	0	0	(80,000)
Ending Balance		65,569	65,569	65,569	65,569	(14,431)

Source			FY '19	FY '20	FY '21	FY '22	FY '23
740/741 - STORM WATER							
Beginning Balance			1,561,196	937,746	1,553,546	2,368,546	431,546
Revenues and Other Fund Sources							
<i>Revenue</i>							
No Funds			0	0	0	0	0
4427.000 Storm Water Charges			38,000	80,000	63,000	84,000	0
	<i>Total</i>		38,000	80,000	63,000	84,000	0
<i>Other Fund Sources</i>							
4990.000 Proceeds of Lt Debt			0	2,250,000	2,000,000	0	0
	<i>Total</i>		0	2,250,000	2,000,000	0	0
No Funds			0	0	0	0	0
	<i>Total</i>		0	0	0	0	0
Total Revenues and Other Fund Sources			38,000	2,330,000	2,063,000	84,000	0
Total Funds Available			1,599,196	3,267,746	3,616,546	2,452,546	431,546
Expenditures and Uses							
<i>Capital Projects & Equipment</i>							
<u>ENGINEERING</u>							
Median Improvements- Hwy 14 Olive to La Frenz	2019DOTHWY14		0	(250,000)	0	0	0
Parking Lot Renovation- 1st/Church Street	20ParkingLot		(73,450)	0	0	0	0
	<i>Total</i>		(73,450)	(250,000)	0	0	0
<u>SANITARY SEWER</u>							
TV TRANSPORTER-SANITARY SEWER	SWR 5000 008		0	0	(12,000)	0	0
Hydro Excavation Kit	SWR 5000 054		0	(3,200)	0	0	0
BACKHOE #207	VEH 9000 003		0	0	0	0	(38,000)
	<i>Total</i>		0	(3,200)	(12,000)	0	(38,000)
<u>STORM SEWER</u>							
TRUCK HOISTS (2)	SWR 5000 015		0	0	(1,000)	0	0
PAVEMENT SAW	SWR 5000 051		0	(6,000)	0	0	0
Pipe Plugs	SWR 5000 110		(8,000)	0	0	0	0
	<i>Total</i>		(8,000)	(6,000)	(1,000)	0	0
<u>STORM SEWER LIFT STATIONS</u>							
MAJ REBUILD DISCHARG PUMP # 1-18TH AVE STATION	18A 5910 001		0	0	(35,000)	0	0
REPLACE VFD # 1-18TH AVE STATION	18A 5910 007		0	(15,000)	0	0	0
TELEMETRY-18TH AVE STATION	18A 5910 011		0	(35,000)	0	0	0
REPLACE DRAIN MH PUMP # 1-18TH AVE STATION	18A 5910 012		0	0	(10,000)	0	0
REPLACE DRAIN MH PUMP # 2-18TH AVE STATION	18A 5910 013		0	0	(10,000)	0	0
SEAL, CAULK & PAINT-18TH AVE STATION	18A 5910 014		0	0	0	0	(10,000)
AIR CONDITIONING UNIT-1 NORTH	18A 5910 018		0	0	0	(8,000)	0
AIR CONDITIONING UNIT-2 SOUTH	18A 5910 019		0	0	0	(8,000)	0

Source		FY '19	FY '20	FY '21	FY '22	FY '23
740/741 - STORM WATER						
RIVERVIEW STORMWATER PROJECT 2012	RIV 5900 000	(225,000)	0	0	0	0
SEAL, CAULK, & PAINT ROOF	RIV 5900 001	0	0	0	0	(4,000)
PUMP #2 REBUILD MOTOR	RIV 5900 007	0	0	0	0	(10,000)
PUMP #3 REPLACEMENT-RIVERVIEW PARK STATION	RIV 5900 008	(50,000)	0	0	0	0
<i>Total</i>		(275,000)	(50,000)	(55,000)	(16,000)	(24,000)
<u>STORM WATER</u>						
Levee Repair - Earthwork	29113005	0	(500,000)	0	0	0
Levee Gatewell Repair	29113019	0	0	(500,000)	0	0
STORM WATER EMERGENCY REPAIRS	53107005A	(30,000)	(30,000)	(30,000)	(30,000)	0
W High St Ponding Area	M2438	(250,000)	(750,000)	0	0	0
Madison, 1st Av-3rd Av Stormwater Design	M2926	0	0	(150,000)	0	0
Dredging & Installing Settling Ponds	P100	0	0	(300,000)	(600,000)	(600,000)
4th St/Meadow Ln. Storm Sewer	P200	(25,000)	(125,000)	(200,000)	0	0
13th St./Church St. Interceptor Storm Sewer	P300	0	0	0	(750,000)	(750,000)
Swayze St./Woodland St. Channel	P400	0	0	0	(625,000)	(625,000)
Hydro Excavation Kit	SWR 5000 055	0	0	0	0	0
<i>Total</i>		(305,000)	(1,405,000)	(1,180,000)	(2,005,000)	(1,975,000)
Total Expenditures and Uses		(661,450)	(1,714,200)	(1,248,000)	(2,021,000)	(2,037,000)
Change in Fund Balance		(623,450)	615,800	815,000	(1,937,000)	(2,037,000)
Ending Balance		937,746	1,553,546	2,368,546	431,546	(1,605,454)

Source		FY '19	FY '20	FY '21	FY '22	FY '23
750 - COMPOST						
Beginning Balance		181,374	51,374	51,374	51,374	51,374
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>COMPOST</u>						
TROMMEL SCREEN	E2192	(130,000)	0	0	0	0
<i>Total</i>		(130,000)	0	0	0	0
Total Expenditures and Uses		(130,000)	0	0	0	0
Change in Fund Balance		(130,000)	0	0	0	0
Ending Balance		51,374	51,374	51,374	51,374	51,374

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 \$2,513.00

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 \$1,119,772.00 is hereby accepted and approved.

Passed this 11th day of March 2019, and signed this ____ day of _____, 2019.

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	
7	CCD 13 Racom Entry Port	1/2/2019	7	\$ 801.00	
	Net change by Fully Executed Change Orders				\$ 24,909.00
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 1,117,259.00
	Pending Changes				
	CCD 16 Aluminum Window Foam Infill			\$ 2,513.00	
	New Contract Sum				\$ 1,119,772.00



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-016

Date: September 25, 2018

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

Subject: Aluminum Window Spray Foam Infill

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:

At the aluminum storefront windows, provide and install Dow Great Stuff Pro Insulating Foam Sealant around the head and jambs of the window. See attached product information.

Contractor:

BP 09-1 Hilsabeck Schacht Foam Infill at Alum Windows

Issued by Story Construction Co.

Ethan Dix
Project Superintendent

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

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

016451

CHARGE TO STORY CONST.

JOB NAME MARSHAL TOWN POLICE & FIRE
WORK DESCRIPTION PVT BACKER ROD IN AROUND WINDOWS INSIDE
& SPRAYED FOAM OUTSIDE

☒ TIME AND MATERIAL ☐ QUOTED PRICE \$

LABOR

[illegible]

THE MATERIAL

ITEM	QTY	PRICE	AMT	ITEM	QTY	PRICE	AMT
BACKER ROD 1/4" x 20'	6 BAGS	28	168				
1" x 20'	3 BAGS	25	75				
5/8" x 20'	7 BAGS	20	140				
1/2" x 20'	12 BAGS	12	144				
3/8" x 20'	3 BAGS	15	45				
GREAT STUFF FOAM	20 CANS	15	300				
GREAT STUFF GUN	1	50	50				
GUN CLEANER	1 CAN	15	15				

APPROVAL FOR CUSTOMER

APPROVAL FOR HSI

Ethan Ross

Date _____

Date 10/23/18

Date _____

LABOR	1576
MATERIAL	937
TAX	
TOTAL	\$ 2513



GREAT STUFF PRO™ WINDOW & DOOR INSULATING FOAM SEALANT

AN AIRTIGHT CASE



The average U.S. home has a half mile of gaps and cracks¹ where air and moisture can enter. Installing energy-efficient windows and doors can greatly reduce this infiltration, but another area is often overlooked - around the window and door frames. Uninsulated or underinsulated framework can contribute to the home's total energy loss and overall comfort.

Close the Gap

Seal out energy loss and help improve comfort by closing the gap between the framework and rough openings with GREAT STUFF PRO™ Window & Door Insulating Foam Sealant.

The low pressure-build formulation of GREAT STUFF PRO™ Window & Door Insulating Foam Sealant forms a durable, airtight and water-resistant seal between a window or door frame and its rough opening.

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant is available in a 20 oz gun-applied version. The gun formulation can be used with the GREAT STUFF PRO™ Series Foam Dispensing Guns and is designed specifically for the PRO contractor.

With GREAT STUFF PRO™ Window & Door Insulating Foam Sealant, you can achieve better window or door installation. GREAT STUFF PRO™ Window & Door Insulating Foam Sealant helps to prevent drafts, repels water and more, resulting in higher quality installation, improved home comfort and greater customer satisfaction.

Features and Benefits At a Glance

- Meets ASTM E2112 standards
- Low pressure-build formulation at 0.13 psi; 0.90 kPa (average) (gun-applied foam) per AAMA 812-04
- When properly installed is proven not to bow or distort frame
- Expands to take the shape of gaps, creating a long-lasting, airtight and water-resistant seal
- Helps to maximize energy efficiency
- Bonds to vinyl, metal, wood and composite surfaces
- Repels and deflects water
- Tack-free in 3-10 minutes, Trims in 60 minutes²
- Fully cured in 8 hours
- UL classified
- One 20 oz. can (gun-applied) foams 16-18 average sized residential windows³



¹www.energystar.gov

² 70 ±5 °F and 50 ±5 %RH, 1 inch bead diameter, 6 inch length. Cure rate is dependent on temperature, humidity, and size of foam bead.

³ Based on average-sized windows 36" x 60", 3/8" wide gap, and 1" deep.

*Trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow

Where to Use GREAT STUFF PRO™ Window & Door Insulating Foam Sealant

Use GREAT STUFF PRO™ Window & Door Insulating Foam Sealant to seal around windows and doors and their rough openings.



Windows and their rough openings



Doors and their rough openings



When cured, remains soft and flexible. Cured foam can be stuffed back into the gap without trimming.

GREAT STUFF PRO™ Series Foam Dispensing Guns

GREAT STUFF PRO™ 13, 14, 15 Dispensing Guns

GREAT STUFF PRO™ 14XL Long Barrel Dispensing Gun

- Precision application
- High yield
- No drip dispensing
- 30 day restartability



Formulated for the Pros

Count on the GREAT STUFF PRO™ family of products to help you handle the toughest jobs.

- GREAT STUFF PRO™ Wall & Floor Adhesive
- GREAT STUFF PRO™ Gaps & Cracks Insulating Foam Sealant
- GREAT STUFF PRO™ Window & Door Insulating Foam Sealant
- GREAT STUFF PRO™ Pestblock Insulating Foam Sealant
- GREAT STUFF PRO™ Gun Cleaner



In the United States

The Dow Chemical Company Dow Building Solutions

200 Larkin Center
Midland, MI 48674

In Canada

The Dow Chemical Company Dow Building Solutions

2400, 215 – 2 Street S.W.,
Calgary, Alberta T2P 1M4

For Technical Information:

1-866-583-BLUE (2583) (English)
1-800-363-6210 (French)

dowgreatstuff.com

dowbuildingsolutions.com

For Sales Information:

1-800-232-2436 (English)
1-800-565-1255 (French)

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Dow Polyurethane Foam Insulation and Sealants

CAUTION: When cured, these products are combustible and will burn if exposed to open flame or sparks from high-energy sources. Do not expose to temperatures above 240°F (116°C). For more information, consult (Material) Safety Data Sheet ((M)SDS), call Dow at 1-866-583-BLUE (2583) or contact your local building inspector. In an emergency, call 1-989-636-4400 in the U.S or 1-519-339-3711 in Canada. When air sealing buildings, ensure that combustion appliances, such as furnaces, water heaters, wood burning stoves, gas stoves and gas dryers are properly vented to the outside. See website: <http://www.epa.gov/iaq/homes/hip-ventilation.html>. In Canada visit <http://archive.nrc-cnrc.gc.ca/eng/ibp/irc/bsi/83-house-ventilation.html>

GREAT STUFF PRO™ sealant and adhesive products contain isocyanate and a flammable blowing agent. Read all instructions and (Material) Safety Data Sheet ((M)SDS), carefully before use. Eliminate all sources of ignition before use. Cover all skin. Wear long sleeves, gloves, and safety glasses or goggles. Not for use in aviation, or food/beverage contact, or as structural support in marine applications. Provide adequate ventilation or wear proper respiratory protection. Contents under pressure. Not to be used for filling closed cavities or voids such as behind walls and under tub surrounds; this improper use of the product could result in the accumulation of flammable vapors and/or uncured material. Failure to follow the warnings and instructions provided with the product, and/or all applicable rules and regulations, can result in injury or death.

GREAT STUFF PRO™ Gun Cleaner is flammable and contains acetone and propane. Read all instructions and (M)SDS carefully before use. Eliminate all sources of ignition before use. Cover all skin. Wear gloves, and goggles or safety glasses. Provide adequate ventilation or wear proper respiratory protection. Contents under pressure.

Building and/or construction practices unrelated to building materials could greatly affect moisture and the potential for mold formation. No material supplier including Dow can give assurance that mold will not develop in any specific system.

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Form No. 179-07344-0317 CDP
178-00380-0317 CDP



GREAT STUFF PRO™ Window & Door Insulating Foam Sealant

1. PRODUCT NAME

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant †

2. MANUFACTURER

The Dow Chemical Company
Dow Building Solutions
200 Larkin Midland, MI 48674
1-866-583-BLUE (2583)
Fax 1-989-832-1465

www.dowbuildingsolutions.com

3. PRODUCT DESCRIPTION

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant is a one component, expanding, low pressure-build,* flexible polyurethane foam exclusively formulated to air seal the gap around a window or door frame and the rough opening. The foam expands to generate an effective seal, and when applied properly is proven not to distort or bow window and door frames.

Basic Use

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant is designed to form a durable, airtight, water-resistant bond to vinyl, wood and metal surfaces. Its foam skin repels and deflects water, which can help reduce the potential for moisture damage in frame openings. GREAT STUFF PRO™ Window & Door:

- Expands to take the shape of cracks and gaps, helping stop drafts
- Reduces pathways where insects can enter
- **Is tack free 3-10 min., trims within 60 minutes, fully cured in 8 hours

Size

See Table 1 for size and estimated yields.

Accessories

Using one of several PRO Series foam dispensing guns enables pinpoint application control and no drip dispensing.

An air tight and moisture-tight seal between the dispensing gun and the can prevents the foam from curing and blocking the dispensing valve, allowing the can to be reused. GREAT STUFF PRO™ Gun Cleaner simplifies cleanup of uncured polyurethane foam from dispensing guns.

4. TECHNICAL DATA

Applicable Standards

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant conforms to ASTM E2112 – Standard Practice for Installation of Exterior Windows, Doors and Skylights. It has also been tested to the following standards using a 1 cm wide gap assembly:

- UL723 (ASTM E84) – Standard Test Method for Surface Burning Characteristics of Building Materials
- ASTM E283 – Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen
- ASTM E331 – Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain Walls by Uniform Static Air Pressure Difference

- ASTM C1620 – Standard Specification for Aerosol Polyurethane and Aerosol Latex Foam Sealants

ASTM E2178 (modified per CAN/ULC – S710 testing requirements) Standard Test Method for Air Permeance of Building Materials

For more information on standards/ test approvals and classifications, see Table 2.

Contact your Dow sales representative or local authorities for state/provincial and local building code requirements and related acceptances.

Physical Properties

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant exhibits the typical physical properties indicated in Table 3 when tested as represented.

5. INSTALLATION

GREAT STUFF PRO™ Window & Door should be applied at temperatures between 40°F and 100°F (4°C and 38°C) at relative humidity > 20 percent. Surface where applied should be free of dust, grease, oil, wax and release agents. Damp surfaces will not impair the bond.

TABLE 1: Sizes and Estimated Yields for GREAT STUFF PRO™ Window & Door Insulating Foam Sealant

Can Size, oz	Delivery	No. of Windows ⁽¹⁾
20	Gun	16 – 18

⁽¹⁾ Estimated yield under ideal conditions for 36" x 60" window, 3/8" wide gap, 1" deep, 3/8" bead

TABLE 2: GREAT STUFF PRO™ Window & Door Insulating Foam Sealant Approvals/Classifications

Standard	Result
AAMA 812-04	Conforms to standard at 0.13 psi; 0.90 kPa (average) pressure-build (gun-applied foam)
UL Classified	Classified per UL 723 as under UL File R13655
ICC-ES ESR-1961	Evaluated as an insulating sealant

† Patent pending

*Per AAMA 812-04; refers to pressure development while foam cures.

**70 ± 5 °F and 50 ± 5 % RH, 1 inch bead diameter, 6 inch length. Cure rate is dependent on temperature, humidity and size of foam bead.

Safety and Conditions of Use

- Read the label and (Material) Safety Data Sheet ((M)SDS) carefully before use.
- GREAT STUFF PRO™ Insulating Foam Sealants contain isocyanate and a flammable blowing agent. Vapor may travel to other rooms. Ensure adequate ventilation. Shut off all pilot lights and extinguish open flames; eliminate all sources of ignition before use. Do not smoke or use lighters or matches while dispensing foam.
- Do not breathe vapor or mist. Use in well-ventilated areas or wear proper respiratory protection. Isocyanate is irritating to the eyes, skin and respiratory system, and may cause sensitization by inhalation or skin contact.
- GREAT STUFF PRO™ Insulating Foam is very sticky and will adhere to most surfaces and skin. Do not get foam on skin. Wear long sleeves, gloves, and goggles or safety glasses. Cured foam must be mechanically removed or allowed to wear off in time.
- The contents are under pressure. The can may burst if left in areas susceptible to high temperatures, such as motor vehicles, or near radiators, stoves or other sources of heat. Do not place can in water. Do not puncture, incinerate or store at temperatures above 120°F (49°C).
- Cured GREAT STUFF PRO™ Insulating Foam is combustible and will burn if exposed to open flame or sparks from high-energy sources. Do not expose to temperatures above 240°F (116°C). GREAT STUFF PRO™ Insulating Foam should not be used around heaters, furnaces, fireplaces, recessed lighting fixtures or other applications where the foam may come in contact with heat-conducting surfaces.

TABLE 3: Physical Properties⁽¹⁾ of GREAT STUFF PRO™ Window & Door Insulating Foam Sealant

Property and Test Method	Value
Compressive Strength, ASTM D1621, Parallel to rise, psi (kPa)	3.0 (20.68)
Apparent Density, ASTM D1622, pcf (kg/m ³)	1.29 (20.66)
Dimensional Stability, ASTM D2126, % Volume Change at 2 weeks	
70 °C/100 %RH	-3.346
70 °C/Ambient %RH	3.131
-40°C/Ambient %RH	2.951
Open Cell Content, ASTM D6226, %	<75%
Tensile Strength, ASTM D1623, Parallel to rise, psi (kPa)	9.5 psi = 65.6 kPa (Type B) 5.5 psi = 37.9 kPa (Type C)
Elongation, %, ASTM D1623	18.9% (Type B) 16.7% (Type C)
Shear Strength, ASTM C273 psi (kPa)	7.3 (50.1 kPa)
Flame Spread/Smoke Developed ⁽²⁾ , UL723 (ASTM E84) ⁽³⁾	10/20

⁽¹⁾ Not to be considered sales specifications

⁽²⁾ This numerical flame spread rating is not intended to reflect hazards presented by this or any other material under actual fire conditions.

⁽³⁾ Tested as applied in three – 3/4 inch (19 mm) diameter beads 5 inches (127 mm) on center covering 12.5% of the exposed test sample area

For proper ventilation of combustion appliances, visit www.epa.gov/iaq/homes/hipventilation.html.

- Do not inject GREAT STUFF PRO™ Insulating Foam into large or confined cavities such as behind holes in drywall or under tub wall surrounds where flammable vapors may collect. Foam must be exposed to atmospheric moisture to thoroughly cure.

Visit www.dowbuildingsolutions.com or contact a local Dow representative for more specific instructions.



6. AVAILABILITY

GREAT STUFF PRO™ Window & Door Insulating Foam Sealant is distributed through an extensive network. For more information, call: 1-800-232-2436

7. WARRANTY

NOT APPLICABLE.

8. MAINTENANCE

GREAT STUFF PRO™ Window & Door has a shelf life of 18 months when stored at 75°F (24°C).

9. TECHNICAL SERVICES

Dow can provide technical information to help address questions when using GREAT STUFF PRO™ Window & Door Insulating Foam Sealant. For technical assistance, call: 1-866-583-BLUE (2583)

10. FILING SYSTEMS

www.dowbuildingsolutions.com

In the U.S.

The Dow Chemical Company
Dow Building Solutions
200 Larkin Center
Midland, MI 48674

In Canada

The Dow Chemical Company
Dow Building Solutions
2400, 215, - 2 Street S.W.,
Calgary, Alberta T2P 1M4

For Technical Information:

1-866-583-BLUE (2583) (English)

1-800-363-6210 (French)

For Sales Information:

1-800-232-2436 (English)

1-800-565-1255 (French)

dowbuildingsolutions.com

dowgreatstuff.com

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Dow Polyurethane Foam Insulation and Sealants

CAUTION: When cured, these products are combustible and will burn if exposed to open flame or sparks from high-energy sources. Do not expose to temperatures above 240°F (116°C). For more information, consult (Material) Safety Data Sheet ((M)SDS), call Dow at 1-866-583-BLUE (2583) or contact your local building inspector. In an emergency, call 1-989-636-4400 in the U.S. or 1-519-339-3711 in Canada. When air sealing buildings, ensure that combustion appliances, such as furnaces, water heaters, wood burning stoves, gas stoves and gas dryers are properly vented to the outside. See website: <http://www.epa.gov/iaq/homes/hip-ventilation.html>. In Canada visit <http://archive.nrc-cnrc.gc.ca/eng/lbp/lrc/bsi/83-house-ventilation.html>.

GREAT STUFF PRO™ sealant and adhesive products contain isocyanate and a flammable blowing agent. Read all instructions and (Material) Safety Data Sheet ((M)SDS), carefully before use. Eliminate all sources of ignition before use. Cover all skin. Wear long sleeves, gloves, and safety glasses or goggles. Not for use in aviation, or food/beverage contact, or as structural support in marine applications. Provide adequate ventilation or wear proper respiratory protection. Contents under pressure. Not to be used for filling closed cavities or voids such as behind walls and under tub surrounds; this improper use of the product could result in the accumulation of flammable vapors and/or uncured material. Failure to follow the warnings and instructions provided with the product, and/or all applicable rules and regulations, can result in injury or death.

GREAT STUFF PRO™ Gun Cleaner is flammable and contains acetone and propane. Read all instructions and (M)SDS carefully before use. Eliminate all sources of ignition before use. Cover all skin. Wear gloves, and goggles or safety glasses. Provide adequate ventilation or wear proper respiratory protection. Contents under pressure.

Building and/or construction practices unrelated to building materials could greatly affect moisture and the potential for mold formation. No material supplier including Dow can give assurance that mold will not develop in any specific system.

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Form No. 179-07324-0317 CDP
178-00746-0317 CDP

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED
CONSTRUCTION SERVICES, INC.
AN INCREASE OF \$2856.00

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$229,760.00 is hereby accepted and approved.

Passed this 11th day of March 2019, and signed this _____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

	A	B	C	D	E	F
1		Marshalltown Police & Fire Station Headquarters				
2		City of Marshalltown				
3		Marshalltown, Iowa				
4						
5		BP 09-2 Floor Coverings				
6		Allied Construction Services, Inc.				
7			Change Order Date		Change Order Amount	
8	CO #		Date	Change #	Amount	Contract Amount
9						
10		Original Contract Sum				\$ 227,500.00
11						
12	1	CR-009 - Toilet Room Floor Tile	2/13/2018	1	\$ 2,304.00	
13	2	CR 031 PR #023 Lobby Modifications	6/14/2018	2	\$ 2,801.00	
14	3	CR 044 - ASE #14 & ASI #21 Floor Finish Changes	11/28/2018	3	\$ (5,701.00)	
15						
16						
17		Net change by Fully Executed Change Orders				\$ (596.00)
18		Contract Sum to Date based upon Fully Executed Change Orders				\$ 226,904.00
19						
20						
21		Pending Changes				
22		CCD-019 Records Mobile Shelving Floor Prep			\$ 2,856.00	
23		New Contract Sum				\$ 229,760.00
24						
25						
26						



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-019

Date: October 19, 2018
To: BP 09-2 Allied Construction, Adam Luetje
Subject: Records Mobile Shelving Floor Prep
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:

In Records P160, prepare the recessed concrete topping slab to ensure a suitable substrate for an acceptable carpet tile installation. Product to be Schonox AP self-leveling compound per contractor coordination.

Contractor:

BP 09-2 Allied Construction

Records Mobile Shelving Floor Prep

Issued by Story Construction Co.

Authorized by:

 2/20/19

Ethan Dix
Project Superintendent

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

* Verbal direction was given on 10/19/18. 



ALLIED CONSTRUCTION SERVICES, INC.
Interior Contracting Specialist

October 18, 2018

Project: Marshalltown Police & Fire – Leveling File Room

Attn: Jace Christensen

Please accept the following as our quote to pour leveler material in the File Room. We include material and labor.

Scope:

Work during normal business hours

No demolition

Material Quote: \$1,296.00

Labor Quote: \$1,560.00

Total: \$2,856.00

Thanks,

Adam Luetje

Flooring Manager

515-422-5048

Allied Construction Services, Inc.

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)	
9	CR #056R - Landscaping Package - Revised	1/2/2019	9	\$ 915.00	
9	CR #062 - RFI #127 Boiler System 3 way Valves	1/2/2019	9	\$ 829.00	
	Net change by Fully Executed Change Orders				\$ 5,870.00
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 1,817,631.00
	Pending Changes				
	CR 073 - RFI #153 Unit Heater 3-Way Valve			\$ 918.00	
	New Contract Sum				\$ 1,818,549.00



Change Request Summary

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

CHANGE REQUEST NO.: **CR-073**

DATE: February 20, 2019

SUBJECT: RFI #153 Unit Heater 3-Way Valve

PROPOSED CHANGE DESCRIPTION:

Per RFI 153, install 3-way valve at the Sallyport and Evidence Garage normally open (fail open) solenoid valve. That will insure flow to that end of the building.

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	\$918.00
Total			\$918.00

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 Welts

By: William R. Hays III

By: _____

Date: 2-21-19

Date: 3/06/19

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-RFI153)

Project: Marshalltown Police & Fire Headquarters Attention: City of Marshalltown Date: 2/5/2019

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

Tony's Plumbing & Heating, LLC proposes to:

3-Way Valve (RFI 153)

Install 3-way valve at the Sallyport and Evidence Garage normally open (fail open) solenoid valve. That will insure flow to that end of the building.

2-Way Valve (deduct)

Material: \$942.00

Labor: \$1,476.00

Bond: \$24.00

Total: \$2,442.00

3-Way Valve (add)

Material: \$1,096.00

Labor: \$1,732.00

Subcontracts: \$499.00

Bond: \$33.00

Total: \$3,360.00

Quoted Price: \$918.00

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: _____

Scope of Work

Scope of Work: Siemens Industry Inc. proposes the following Building Management System.

Included:

All necessary labor which includes the following:

- Project Management (Project Coordination)

All necessary material which includes the following:

- (1) GQD121.1P – Siemens Spring Return Actuator
- (1) 599-10357 – 3-way NO - Ball Valve

Not Included:

- Excludes afterhours work. Work to be done Monday through Friday 8 a.m. to 5 p.m.
- Bid Bond not included.
- Asbestos abatement not included
- Hazardous waste removal not included.
- Building Permits not included.
- "Per Project" Aggregate

Sell Price

Total Quote Price	\$454.00
-------------------	----------



REQUEST FOR INFORMATION

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

RFI: 153
Date: 1/24/2019
Project: Marshalltown Police & Fire HQ
Marshalltown, IA
17407-01

Subject: **Unit Heater Control Valves**

Drawing: M4.1, 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:

Please verify if the control valves for unit heaters UH-1 and UH-2 in the Sallyport and Evidence Garage are to be N. O. valves. Also, should these require a 3-way valve in lieu of a 2-way valve to lessen recovery time of the unit similar to the 3-way valves for VAV16-117 and VAV16-200 in RFI #127?

Requested by: Jace Christensen (STORY CONSTRUCTION CO.)

Phone: 515-232-4358

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

Response:

Yes, use Normally Open (Fail Open) solenoid valves. And it would be appropriate for UH-1 in the Sallyport to have a 3-way valve. That will insure readily available flow to that end of the building.

Response by: Michael Hromanik

Response date: 2/1/2019



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

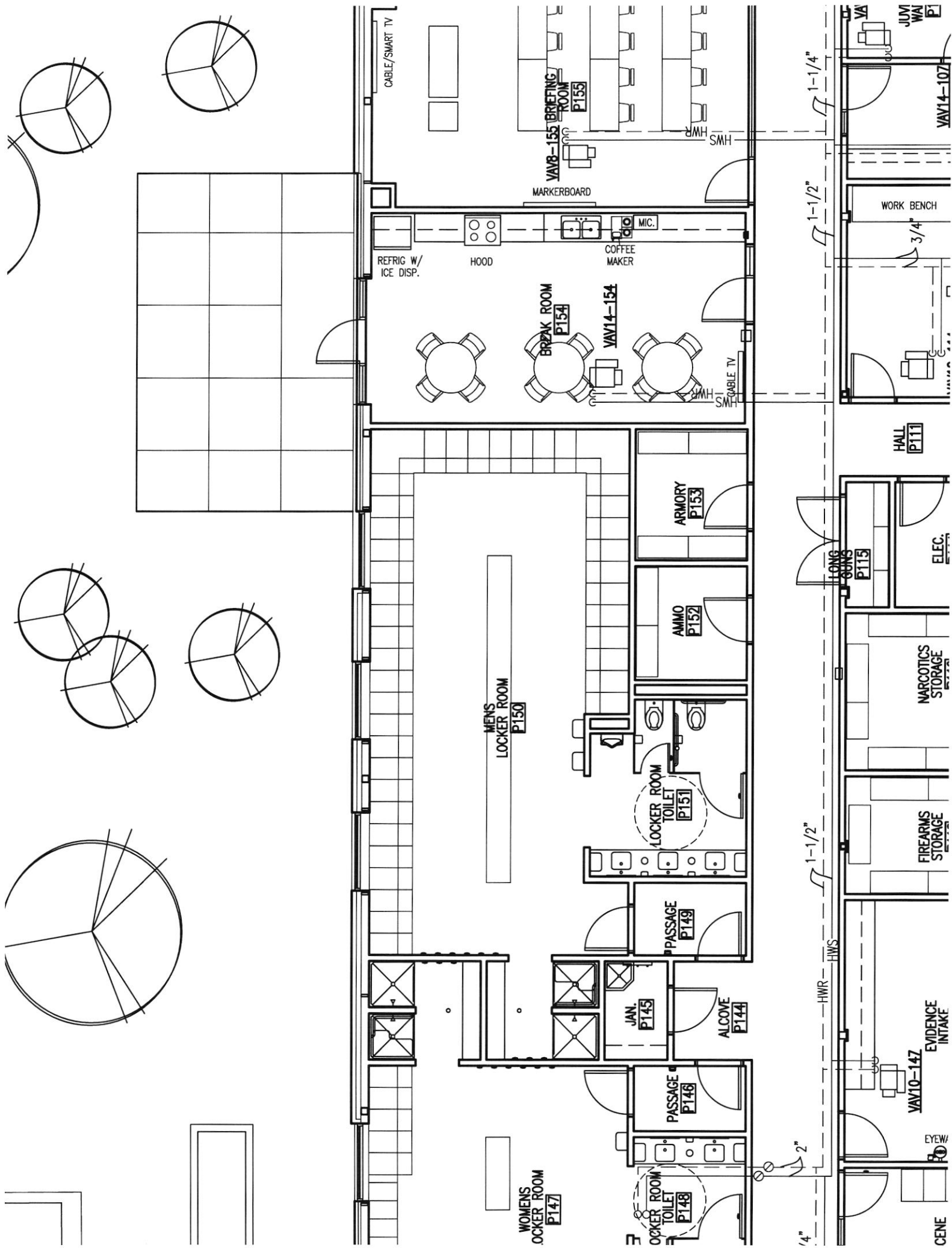
RFI #

Construction Manager: Story Construction

CONTRACTOR: ARCHITECT: Prochask & Associates

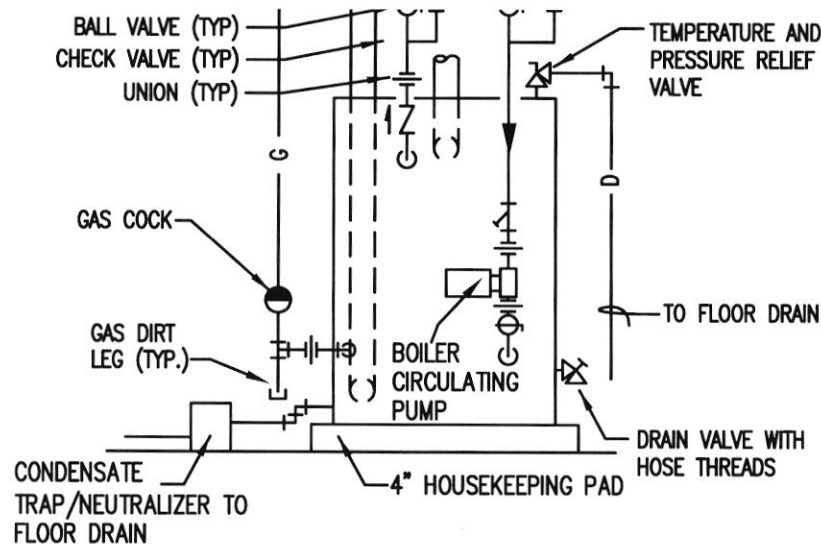
Subject:	UH-Valves
Drawing	M4.1
Detail	M5.1
Specification	
	Please verify if valves for unit heaters (UH-1 & UH-2) in Sally port and Evidence Garage are to be N.O. valves. Also do these need to be 3-way instead of 2-way.
	Question by: Mike Caswell Date:
Submitted by:	Reviewed by:
Action Required by:	
	Answered by: Date:

Distribution:



VALVE DRAIN LINE WITH
HOSE THREAD

VALVE
(P.)



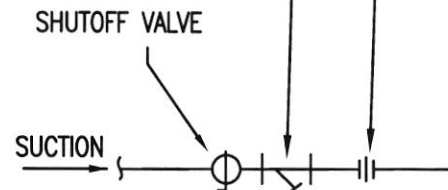
MODULAR BOILER PIPING SCHEMATIC

NO SCALE

8

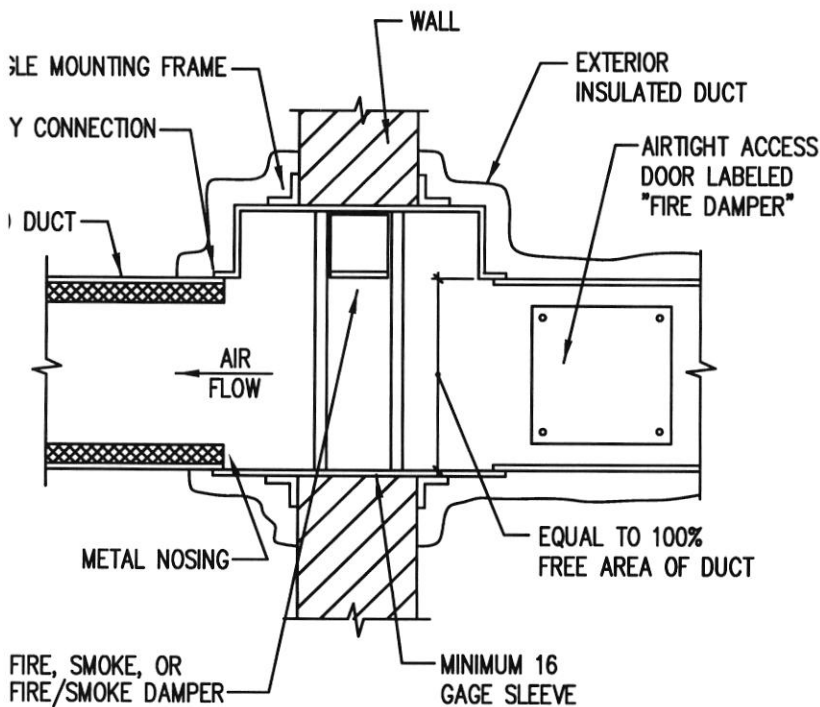
M-5.1

STRAINER WITH
BLOWDOWN VALVE
AND HOSE
CONNECTION (TYP.) UNION

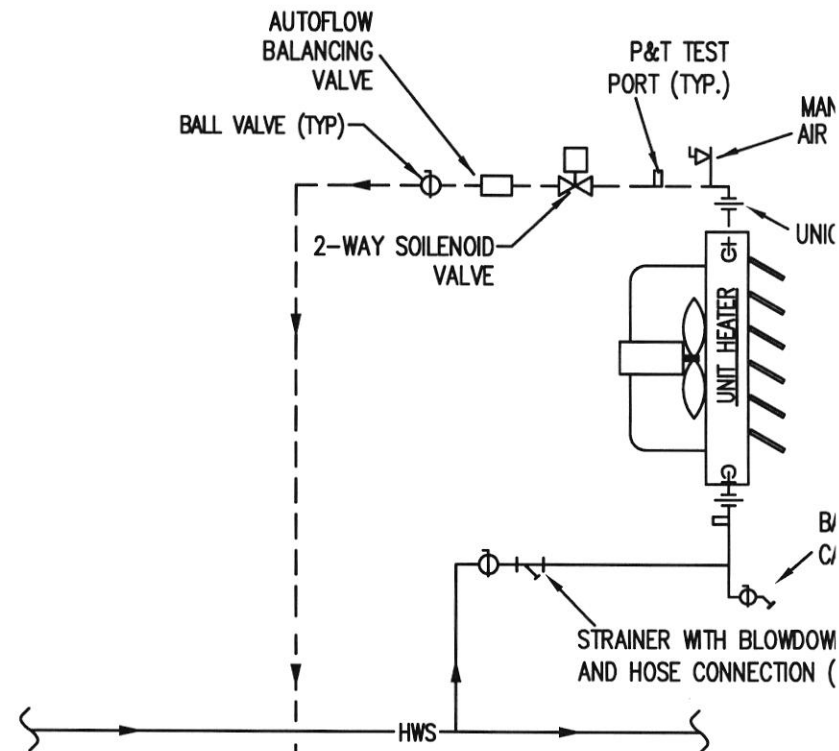


PUMP - INLINE

NO SCALE



FIRE DAMPER, SMOKE DAMPER AND COMBINATION FIRE/SMOKE DAMPER
INSTALLATION WILL BE IN ACCORDANCE WITH THE MOST RECENT EDITION



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 \$918.00

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 \$1,818,549.00 is hereby accepted and approved.

Passed this 11th day of March 2019, and signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS
& SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF \$522.04

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 \$1,138,742.90 is hereby accepted and approved.

Passed this 11th day of March 2019, and signed this ____ day of _____, 2019.

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)	
9	CR 052 RFI#115 Shunt Trip Power Monitor in Elevator Control Room	1/2/2019	9	\$ 2,815.45	
9	CR 054 PR #039 Training Room Floorboxes	1/2/2019	9	\$ 11,019.39	
9	CR #056R - Landscaping Package - Revised	1/2/2019	9	\$ 1,568.37	
9	CR #063 Added Components for Panic Alert System	1/2/2019	9	\$ 2,821.50	
9	CR #064 Added Conduit Boring	1/2/2019	9	\$ 2,796.73	
	Net change by Fully Executed Change Orders				\$ 125,220.86
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 1,138,220.86
	Pending Changes				
	CCD-024 Fire Alert Speaker Relocation			\$ 522.04	
	New Contract Sum				\$ 1,138,742.90



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-024

Date: February 14, 2019

To: BP 26-1 DeVries Electric, Derek Van Dyke, Gary Sieck

Subject: Fire Alert Speaker Relocation

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:

Contractor shall relocate (2) Fire Alert Speakers with LED lights from the Fire Wing south corridor, Passage F106, to the north corridor Passage F132. The two non-LED speakers originally in the north corridor, Passage F132, will relocate to the south corridor Passage F106.

Contractor:

BP 26-1 DeVries Electric

Switch Location of Fire Alert Speakers

Issued by Story Construction Co.

Authorized by:

Ethan Dix

Project Superintendent

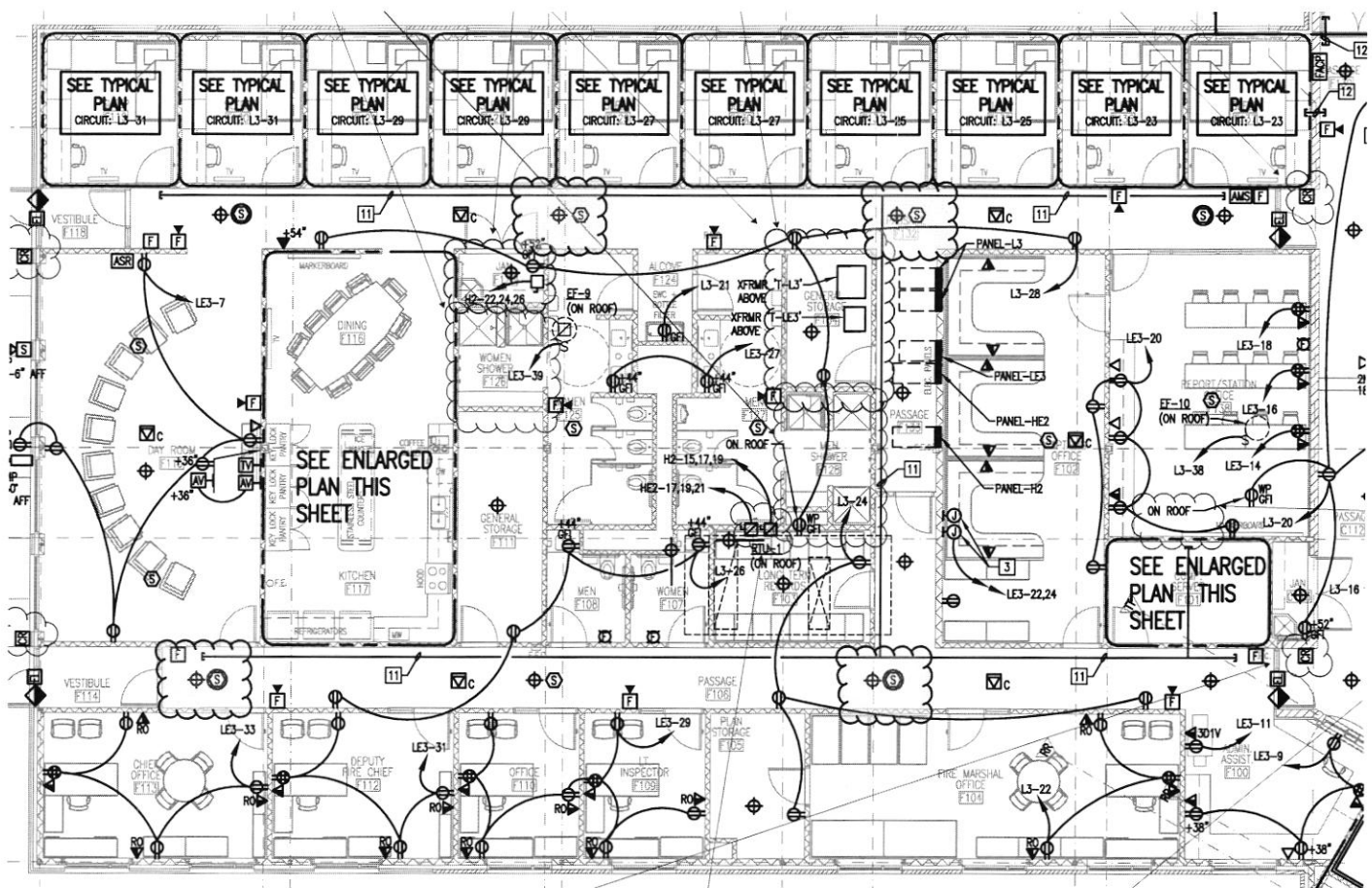
Jace Christensen
Project Engineer

City of Marshalltown

Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

Switch (2) Speakers with LED lights from the south corridor Passage F106 with the two non-LED speakers in the north corridor Passage F132.





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

February 20, 2019

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
CCD#024 - Fire Alert Speaker Relocation

Jace:

Please see the enclosed change request CCD-024 - Fire Alert Speaker Relocation

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	\$0.00
- Labor	4.5 hrs.

TOTAL MATERIAL ADD	\$	-
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	-
TOTAL LABOR ADD	\$	326.43
TOTAL LABOR DEDUCT	\$	-
PROJECT MANAGER	\$	89.50
PROJECT COORDINATOR	\$	-
ESTIMATOR	\$	-
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	415.93
MATERIAL & LABOR SUBTOTAL	\$	415.93
OTHER ITEMS:		
COORD./LAYOUT/AS-BUILTS	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	-
TOOLS/EQUIP. (5% Lab.)	\$	20.80
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	-
SAFETY (2% Lab.)	\$	8.32
OTHER ITEMS SUBTOTAL	\$	29.12
SUBTOTAL	\$	445.05
OVERHEAD FEE (15%)	\$	66.76
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	10.24
TOTAL	\$	522.04



DeVries Electric INC.

Electrical Designing & Contracting

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

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



Digitally signed by Jace A. Christensen
DN: cn=Jace A. Christensen, o=DeVries Electric
OU=Story Construction, CN=Jace A. Christensen
Date: 2019.02.15 10:40:50-0600'

Digitally signed by GLSIECK
DN: cn=GLSIECK
E=gl@devrieselectric.com
o=DeVries Electric Inc.
OU=GLSIECK
Reason: invalid signature

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING
CONSTRUCTION
AN INCREASE OF \$15893.87

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,260,444.16 is hereby accepted and approved.

Passed this 11th day of March 2019, and signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Change Request Summary

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

CHANGE REQUEST NO.: **CR-057**

DATE: January 29, 2019

SUBJECT: PR #042 Lobby Security Glazing

PROPOSED CHANGE DESCRIPTION:

Garling Construction - [Bid Package No. 6-1]

1. Provide and install 1-1/8" thick mirror pane security glazing at hollow metal openings P102 and P216 (all glazing openings: sidelites and transoms).
 - a. Contractor to field modify frames as shown on attached detail.
 - b. Contractor to grout HM frames.
 - c. HM frames to have a 1-3/8" glazing pocket width. HM frames to have glazing bite (vertical stop dimension) of 1-1/4". See attached detail. Contractor to coordinate exact requirements with glazing manufacturer/supplier.
 - d. Contractor to grind all welds smooth.

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

1. Provide deduct pricing for removal of material and installation of glazing in door frames P102 and P216. Revised glazing to be supplied and installed by others.

Heartland Finishes - [Bid Package No. 9-3]

1. Contractor shall paint modifications to match original frame color for frame P216 that has been painted already.

Provide all work in accordance with Change Request No. CR #057 dated December 20, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #042 from Prochaska & Associates.

- HM Frame Modification Detail

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
06-1	General	Garling Construction, Inc.	\$15,213.79
Total			\$15,213.79

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>Mike Weerts</u>	By: <u>William R. Hayes III</u>	By: _____
Date: <u>1-29-19</u>	Date: <u>2/1/19</u>	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 #057**
DATE: **December 20, 2018**
SUBJECT: **PR #042 Lobby Security Glazing**

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 Saturday, January 05, 2019, 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.

Garling Construction - [Bid Package No. 6-1]

1. Provide and install 1-1/8" thick mirror pane security glazing at hollow metal openings P102 and P216 (all glazing openings: sidelites and transoms).
 - a. Contractor to field modify frames as shown on attached detail.
 - b. Contractor to grout HM frames.
 - c. HM frames to have a 1-3/8" glazing pocket width. HM frames to have glazing bite (vertical stop dimension) of 1-1/4". See attached detail. Contractor to coordinate exact requirements with glazing manufacturer/supplier.
 - d. Contractor to grind all welds smooth.

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

1. Provide deduct pricing for removal of material and installation of glazing in door frames P102 and P216. Revised glazing to be supplied and installed by others.

Heartland Finishes - [Bid Package No. 9-3]

1. Contractor shall paint modifications to match original frame color for frame P216 that has been painted already.

Provide all work in accordance with Change Request No. CR #057 dated December 20, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #042 from Prochaska & Associates.

- HM Frame Modification Detail

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)	\$ 3,731.00
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$ 2,779.00
Overhead and Profit - (15% max.)	\$ 976.50
Subtotal	\$ 7,486.50

Subcontractor Work

Labor (attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)	\$ 7,075.22
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$ (Included)
Overhead and Profit - (5% max.)	\$ 353.76
Subtotal	\$ 7,428.98

Bond	\$ 298.31
GRAND TOTAL	\$ 15,213.79

Company: Garling Construction, Inc.Date: 01/10/19Signature: Kendall MeyeraanName: Kendall Meyeraan

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: 042

Project No.: 160308

DATE ISSUED: 12/16/18

DATE REQUIRED: 12/27/18

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 material & labor to modify the frame and glazing installation at door & sidelite openings P102 and P216, as graphically shown & noted on the attached drawing.
 - a) Grout H.M. frames full.
 - b) Grind all welds smooth & paint all elements of modification to match original frame color.

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: _____

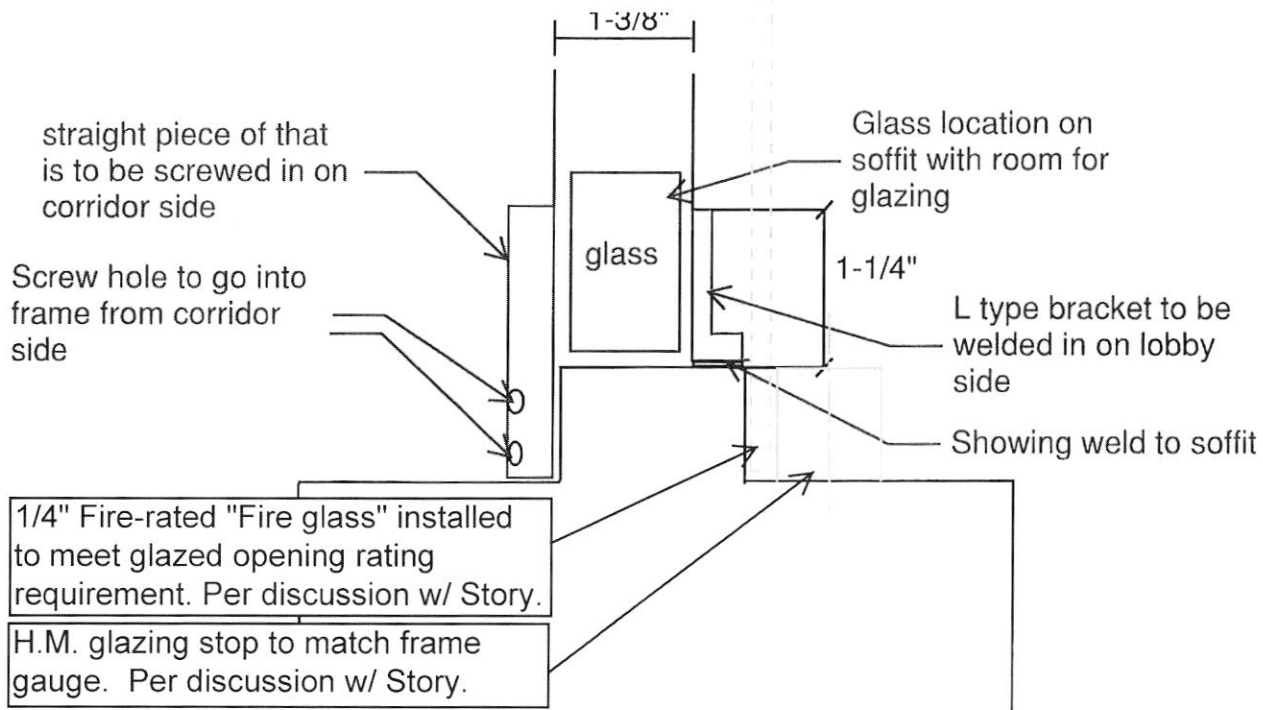
PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us





GENERAL CONTRACTORS SINCE 1971

Marshalltown Police and Fire Station Headquarters
01-10-19
CR 057 / PR 042

Lobby Security Glazing:

Garling Construction:

Labor:

Grouting door frames #P102 & #P216:	
24 hrs x \$54.00/hr	= \$ 1,296.00
Repair of holes in door frames:	
10 hrs x \$54.00/hr	= \$ 540.00
General Conditions:	
Supervision:	
10 hrs x \$75.00/hr	= \$ 750.00
Project Management:	
12 hrs x \$85.00/hr	= \$ 1,020.00
Administration:	
0.25 mo. x \$500.00/mo.	= \$ 125.00
Labor Subtotal	= \$ 3,731.00 = \$ 3,731.00

Materials:

Grout (estimated)	= \$ 150.00
Bondo (estimated)	= \$ 20.00
Doors Inc.:	
Add for security glazing stops to door frames #P102 and #P216:	= \$ 2,609.00

Materials Subtotal = \$ 2,779.00 = \$ 2,779.00

Subtotal = \$ 6,510.00

Mark-Up (15%) = \$ 976.50

Bond (2%) = \$ 149.73

Garling Construction Subtotal = \$ 7,636.23

(NOTE: Continued on the following page.....)

Subcontractor Labor:

WDSI:

Add to provide and install security
glazing for door frames #P102 and
#P216:

= \$ 7,075.22

Subtotal = \$ 7,075.22

Mark-Up (5%) = \$ 353.76

Bond (2%) = \$ 148.58

Subcontractor Subtotal = \$ 7,577.56 = \$ 7,577.56

Grand Total = \$ 15,213.79

NOTE: Acceptance of this PR #042 / CR #057 will ADD 5 days to the construction project schedule.

Kendall Meyeraan

From: apritchard@doorsinciowa.com
Sent: Friday, January 04, 2019 9:10 AM
To: Kendall Meyeraan
Subject: RE: Marshalltown Police and Fire Security Glazing

Kendall,

Got a quote this morning. Everything included in this price for installation and material would be a total of:
\$2,069.00

Thank you,

Anthony Pritchard
Project Manager
Doors Inc.
515-288-8951



T&J Holdings LLC -DBA-

WDSI

7944 Hill N Dale Ct
Cedarburg WI 53012
Phone 262.377.7621 Fax 262.661.7486

PROPOSED CHANGE ORDER

No.	1
Date:	12/12/2018

TO:
Garling Construction
Attn: Kendall Meyeraan
via email: kmeyeraan@garlingconstruction.com

Job:
Marshalltown Police Facility
Marshalltown, IA

Description	Qty	Unit	Total
Add 1-1/8" mirrorpane security glazing at P102 & P216	1	\$4,625.73	\$4,625.73
Installation of glazing-hours, misc. mtrl and trip charge	12	\$125.00	\$1,500.00
Field verification of exact glass sizes to order will be required before WDSI can place order.			
Current lead time for glass is 4-6 weeks from date of order.			

Reason for request;	tax	n/a
CR#057	shipping	included
	Sub-total	\$6,125.73
	10% OH	\$612.57
	5% profit	\$336.92
	TOTAL	\$7,075.22

Approved by	Date
-------------	------

	12/12/2018
Authorized By	Date
Andrea Ward, President	

SPECIFICATION SHEETS



PRODUCT NAME:	1 1/8" Secur-Tem + Poly UL Level III (SP311) w/Mirropane (#1) – Interior Use Only
PRODUCT CODE:	SP311
PERFORMANCE TESTING:	Ballistic: UL 752 – Level 3 – UL Listed – File BP844 .44 Magnum Lead Semi-Wadcutter Gas Checked No Spall, No Penetration
CONSTRUCTION:	Product construction is proprietary. This product is glass-clad polycarbonate and contains an exposed polycarbonate surface with an abrasion resistant coating on the witness (safe) side.
THICKNESS:	1.072" Nominal
THICKNESS TOLERANCE:	.998" / 1.145"
WEIGHT:	12.81 Lbs. / Square Foot
SIZE:	60" x 96" Maximum 12" x 12" Minimum
OPTIONS:	Tinted glass, translucent interlayers, transparent mirror, Low Iron glass
APPLICABLE STANDARDS:	ANSI Z97.1 CPSC 16 CFR 1201 (Category I and II) ASTM C 1036 ASTM C 1349
SINGLE RESPONSIBILITY:	Global Security Glazing products are covered by our Single Responsibility® Program that ensures one firm has handled and is accountable for all phases of manufacturing.
INSTALLATION:	Glass must be installed in a UL Level 3 Bullet Resistant frame system. Holes must be covered with a UL listed device. All glass should be installed in accordance with the guidelines set forth in the current edition of the Glass Association of North America (GANA) Glazing and Sealant Manuals. Glazing systems should incorporate a weep system to allow moisture and water to escape the glazing channel. Recommended Clearance: Face: 1/8" per side Edge: 3/8" Bite: 1"



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-067**
Marshalltown, IA

DATE: January 7, 2019

SUBJECT: Moisture Tolerant Primer for Epoxy Flooring @ Evidence Processing

PROPOSED CHANGE DESCRIPTION:

Contractor to provide and install moisture tolerant primer as necessary to meet the field conditions of the concrete floor underneath the epoxy flooring at Evidence Processing P121.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
06-1	General	Garling Construction, Inc.	\$ 680.08
Total			\$ 680.08

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>Nick Woods</i></u>	By: <u><i>William R. Hays III</i></u>	By: _____
Date: <u>1-7-19</u>	Date: <u>1/14/19</u>	Date: _____

cc: Field
File



General Contractors

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

COR #. **027**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Monday, December 17, 2018

Project: Marshalltown Police & Fire

Change order to add moisture tolerant primer to concrete floor.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00032	Bond 2%	Other Expense			13.330	0.0000	\$13.33
00032	SCS Midwest				635.000	5.0000	\$666.75

PROPOSAL SUMMARY

Other Expense	\$13.33
	\$666.75
Net Costs	\$680.08

Proposal Total \$ 680.08

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x _____ Date: _____

Kendall Meyeraan, Project Manager

Kenneth Lukat

From: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Sent: Thursday, October 4, 2018 2:32 PM
To: kenneth@scsflooring.com
Subject: FW: Epoxy Floor @ M'town P & F

Kenneth,
Please see the e-mail below in regards to the approval to proceed with the moisture tolerant primer at the quoted price. Please let me know when you can get this additional material and get started on this project for us. Thank you.

From: Ethan Dix <ethan.dix@storycon.com>
Sent: Thursday, October 04, 2018 11:21 AM
To: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Subject: RE: Epoxy Floor @ M'town P & F

Kendall,
Move forward with providing the moisture mitigation.
Thank you,

Ethan Dix | Superintendent
Story Construction
515.291.5448 cell | ethan.dix@storycon.com

*Per Bruce:
ADD \$635 for
Primer Application*

From: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Sent: Tuesday, October 2, 2018 1:58 PM
To: Ethan Dix <ethan.dix@storycon.com>
Subject: FW: Epoxy Floor @ M'town P & F

Ethan,
Please see the e-mail below in regards to your earlier questions about the moisture readings for the concrete floor in the Evidence Processing room which is scheduled to receive the Duraltex epoxy floor coating (and installation was scheduled to start next week).
If you look at the pricing below for the recommended moisture tolerant primer, please be reminded that if this is the accepted solution moving forward that the listed pricing does not have our mark-up (5%) on it.
Also, if you have any further questions or comments regarding this information please feel free to contact me. Thank you.

From: Kenneth Lukat <kenneth@scsflooring.com>
Sent: Tuesday, October 02, 2018 1:09 PM
To: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Subject: RE: Epoxy Floor @ M'town P & F

Kendall –

As we discussed last week, I visited the site yesterday to look at the work area with Nick.

I did make Nick aware and he was present for the moisture testing that I conducted with our Tramex CMExpert II Digital Concrete Moisture Meter. This is a pin testing device and I did not cut into or damage the concrete in any way while testing. I immediately let Nick know that the results we received were testing high for moisture. As you can see in the pictures that I have attached, we consistently tested at 5.5 and 5.6.

Per our service quote, you will see under the warranty section :

- Warranty does not cover moisture migration through the concrete substrate.
- Per manufacturer's recommendation – System may only be installed over "a concrete substrate less than 5% moisture as measured with Tramex CME/CMExpert type moisture meter." If moisture reading exceeds 5% a moisture tolerant primer must be installed prior to specified system.

This project was bid per specifications with the expectation that moisture would not be an issue. After referring these results to the Euclid (manufacturer) Rep, he concurred that the moisture tolerant primer would be warranted and recommended Dural Aquatight WB. I have attached product information for both it and the Duraltex 1705 for your review.

We are looking at an increase of the following:

Dural Aquatight WB kit -	\$468
Shipping -	+ \$167
Total -	\$635

I did talk to Bruce on this and he said that if you do not want to apply the primer, we will still apply the Duraltex 1705 system as specified and originally quoted, but we will need you to acknowledge that we will not be liable for failure of the system due to moisture.

Please let me know at your earliest convenience as to how you would like to proceed as I need to get this product coming ASAP to have it available for application on Monday.



Kenneth Lukat

Sales Representative

319.622.3049 - Office

865.766.7720 - Cell

319.622.3069 - Fax

Email: kenneth@scsflooring.com

From: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>

Sent: Tuesday, October 2, 2018 11:28 AM

To: kenneth@scsflooring.com

Subject: FW: Epoxy Floor @ M'town P & F

Kenneth,

Upon sending to the CM (Ethan Dix of Story Construction) on the Marshalltown Police & Fire Station project the information we had discussed regarding the excessive moisture in the concrete floor slab which is to receive your epoxy

coating I received the e-mail below. Please review and reply at your earliest opportunity to the numerous questions he has as listed below. Thank you.

From: Ethan Dix <ethan.dix@storycon.com>
Sent: Tuesday, October 02, 2018 10:43 AM
To: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Cc: Jace Christensen <jace.christensen@storycon.com>
Subject: RE: Epoxy Floor @ M'town P & F

Kendall,

I do have questions:

What is the Rh of the concrete?

What is the Rh requirement for the epoxy?

What test was used to determine the moisture level?

Did the rep visit with anyone or acknowledge to anyone that he was on site testing the concrete?

A calcium chloride test takes 48 hours and I did not see that test in the room for 2 days.

An RH test requires a hole to be drilled 1/4" the depth of the concrete to verify the concrete RH and not the surface.

Please verify the above questions before we are required to pay for a moisture mitigation on this floor.

Thank you,

Ethan Dix | Superintendent
Story Construction
515.291.5448 cell | ethan.dix@storycon.com

From: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Sent: Tuesday, October 2, 2018 10:23 AM
To: Ethan Dix <ethan.dix@storycon.com>
Subject: Epoxy Floor @ M'town P & F

Ethan,
Just wanted to let you know that I just got a call from SCS Midwest who will be doing the epoxy floor in the Evidence Processing room. The SCS rep who was on site recently tested the moisture of the concrete in this room and reported that it is higher than the recommended tolerance for the installation of this epoxy flooring. He has contacted the Euclid rep who has suggested the use of a moisture tolerant primer, so the SCS rep is looking into the cost of adding a moisture tolerant primer and will get back to me as soon as he can with this pricing. Just wanted to let you know the situation regarding this epoxy flooring, which was supposed to be installed next week.
If you have any questions or comments regarding this info please contact me. Thank you.

Kendall Meyeraan
Garling Construction, Inc.
Cell: 319-444-6671
Office: 319-444-3409
Fax: 319-444-2437
E-mail: kmeyeraan@garlingconstruction.com

Marshalltown Police & Fire Station Headquarters					
City of Marshalltown					
Marshalltown, Iowa					
Bid Package No. 06-1 General					
Garling Construction					
CO #	Change Order	Date	Change #	Change Order Amount	Contract Amount
	Original Contract Sum				\$ 1,197,000.00
1	CR-004 - Exterior Signage	2/13/2018	1	\$ 7,152.00	
1	CR-009 - Toilet Room Floor Tile	2/13/2018	1	\$ (100.00)	
1	CR-014 - ASI #1 Wood Door Type and Stain Modifications	2/13/2018	1	\$ 4,211.00	
2	CR-005R -PR #004 Evidence Processing Modifications	3/9/2018	2	\$ 9,879.00	
2	CR-013 PR #017 2nd Floor Doors to Roof	3/9/2018	2	\$ 830.00	
3	CR-022 FD Range Hood Change	4/26/2018	3	\$ 6,441.00	
3	CR-028 Countertop & Millwork Modifications	4/26/2018	3	\$ 1,792.00	
4	CR 030 - ASI #014	6/14/2018	4	\$ 723.00	
4	CR 031 - PR #23 Lobby Modifications	6/14/2018	4	\$ 740.00	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	\$ 1,234.00	
5	CR 026 - PR #019R Communication & Technology Enhancements	7/24/2018	5	\$ 151.00	
5	CR 036 - PR #030 HM Frame P220 Mods	7/24/2018	5	\$ 1,536.00	
6	CCD 009 New Frame for Door Opening C106A	9/18/2018	6	\$ 270.00	
6	CR 038 - PR #032 - Door Hwd. & Keying Mods	9/18/2018	6	\$ 2,325.00	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	\$ 2,406.82	
8	CR 048 RFI 102 Storm Shutter Wiring	11/28/2018	8	\$ 703.80	
8	CCD 014 Police Wing Standalone Fire Suppression System	11/28/2018	8	\$ 4,048.02	
8	CR 055R PR #040R Additional Interior Signage	11/28/2018	8	\$ 3,207.65	
Net change by Fully Executed Change Orders					\$ 47,550.29
Contract Sum to Date based upon Fully Executed Change Orders					\$ 1,244,550.29
Pending Changes					
	CR 057 PR #042 Lobby Security Glazing			\$ 15,213.79	315,093.87
	CR 067 Moisture Tolerant Primer for Epoxy Flooring @ Evidence Processing			\$ 680.08	
New Contract Sum					\$ 1,260,444.16

HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM
STOREFRONTS,CURTAINWALLS RESOLUTION APPROVING CONTRACT CHANGE
ORDER FOR THE POLICE & FIRE & GLAZING FOR FORMAN FORD
AN INCREASE OF \$6,315.00

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

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$660,106.00 is hereby accepted and approved.

Passed this 11th day of March 2019, and signed this _____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Marshalltown Police & Fire Station Headquarters		Marshalltown Police & Fire Station Headquarters			
City of Marshalltown		City of Marshalltown			
Marshalltown, Iowa		Marshalltown, Iowa			
BP No. 08-1 Aluminum Storefronts, Curtainwall and Glazing		BP No. 08-1 Aluminum Storefronts, Curtainwalls & Glazing			
Forman Ford		Forman Ford			
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 636,900.00
1	CR 013 PR #017 Second Floor Doors to Roof	3/12/2018	1	\$ (3,416.00)	
1	CR 020 ASI #009 I & I.1 Aluminum Frame Revision	3/12/2018	1	\$ 1,179.00	
2	CR 036 - PR #030 HM Frame P220 Mods	7/24/2018	2	\$ 305.00	
3	CR 042 - PR #035 Aluminum Door Stiles	9/18/2018	3	\$ 18,104.00	
4	CR 058 Locker Room Window Privacy Film	11/28/2018	4	\$ 719.00	
	Net change by Fully Executed Change Orders				\$ 16,891.00
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 653,791.00
	Pending Changes				
	CR 068 Fire Wing Wicket Screens			\$ 2,887.00	36315.00
	CR 075 Fire Rated Glass Size Changes			\$ 2,830.00	
	CCD 15 - CW Steel Lintel			\$ 598.00	
	New Contract Sum				\$ 660,106.00



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-015

Date: September 7, 2018

To: BP 08-1 Forman Ford, Ryan Woodruff

Subject: CW Steel Lintel

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

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

DESCRIPTION:

Provide and install 4"x8"x1/2" red oxide primed steel angle at front lobby curtain wall location. Angle to be welded to steel HSS beam for curtain wall sill bearing.

Contractor:

BP 08-1 Forman Ford

Issued by Story Construction Co.

Ethan Dix
Project Superintendent

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch



Date: 12/28/2018

General Contractor: Story Construction

RFI or PR Description: Work Tickets

Item Description	QTY	COST	TOTAL
MATERIAL			
	0	\$0.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	0%	\$0.00
	SUBTOTAL		\$0.00
SHOP LABOR			
		\$65.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	SUBTOTAL		\$0.00
FIELD LABOR			
Cut off and re-weld curtainwall clips on 10/2	4	\$65.00	\$260.00
Install angle to carry curtainwall load on 9/24	4	\$65.00	\$260.00
		\$65.00	\$0.00
	SUBTOTAL		\$520.00
FREIGHT			
	0	\$0.00	\$0.00
	SUBTOTAL		\$0.00
		TOTAL COST	\$520.00
		MARKUP	15%
		TOTAL	\$598



FormanFord
Glass and Glazing Contractor

Work Order

4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
515.288.1662

8516 Maple Street
Omaha, NE 68134
402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO:		SHIPPED TO:			
Story Construction.					
WRITTEN BY:	Cecil Aswegen	INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED
QUANTITY	DESCRIPTION				AMOUNT
	Staiz #2 Cut off and reweld Curtain wall anchor clips. Cecil 2 hrs = 4 hrs. Brandon 2 hrs. Completed work on 10/2				
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO
LIST ACCESSORY ITEMS NOT SHOWN ABOVE:					
DATE COMPLETE: ____ / ____ / ____					
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.					
CUSTOMER SIGNATURE:					



FormanFord
Glass and Glazing Contractor

Work Order

4401 Bowling Street SW
Cedar Rapids, IA 52404
319.362.2705

89 University Avenue
Des Moines, IA 50314
515.288.1662

1301 Ohio Street
Des Moines, IA 50314
515.288.1662

8516 Maple Street
Omaha, NE 68134
402.884.7601

9245 Flint Street
Overland, KS 66214
913.291.0751

CUSTOMER PHONE NUMBER		INVOICE DATE		PROJECT NUMBER	
SOLD TO:		SHIPPED TO:			
Story Construction					
WRITTEN BY:	INSTALL	DELIVER	CUSTOMER P.O.	DATE DELIVERED	
WRITTEN BY:	Cecil Asmussen				
QUANTITY	DESCRIPTION				AMOUNT
	Lobby Curtain wall Install Angle to Carry Curtain wall. Cecil 2hrs Brandon 2hrs = 4 hrs Work Complete 9/24.				
GLAZIERS	MONTH	DAY	TIME ARRIVED	TIME LEFT	COMPLETE
					YES
					NO
LIST ACCESSORY ITEMS NOT SHOWN ABOVE:					
DATE COMPLETE: ____ / ____ / ____					
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE WORK.					
CUSTOMER SIGNATURE:					



Change Request Summary

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

CHANGE REQUEST NO.: **CR-068**

DATE: February 7, 2019

SUBJECT: Fire Wing Wicket Screens

PROPOSED CHANGE DESCRIPTION:

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

SHEETS: See attachments below.

1. Provide and install a wicket screen with full length access door at the operable windows in the 10 Fire Wing sleep rooms.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
08-1	Alum. Storefronts, Curtainwalls And Glazing	Forman Ford	\$2,887.00
Total			\$2,887.00

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: <u>Mike Welte</u>	By: <u>William R. Hays III</u>	By: _____
Date: <u>2-7-19</u>	Date: <u>2/13/19</u>	Date: _____

cc: Field
File



FormanFord

Professional Glazing and Façade Contractor

Job Name: Marshalltown Police and Fire Station HQ

Date: 1/4/2019

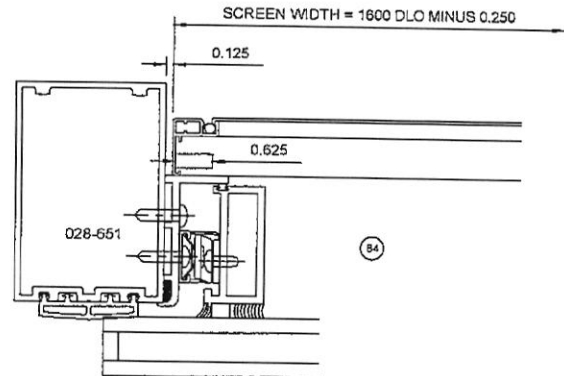
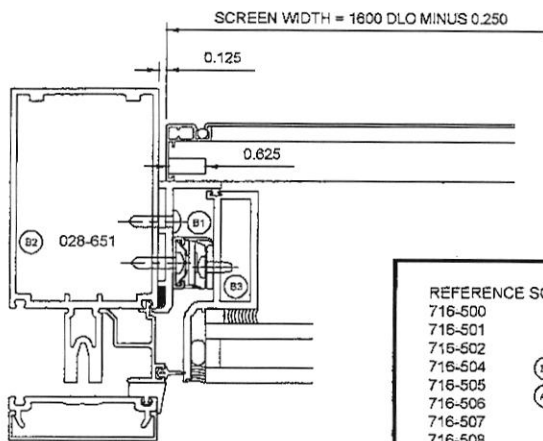
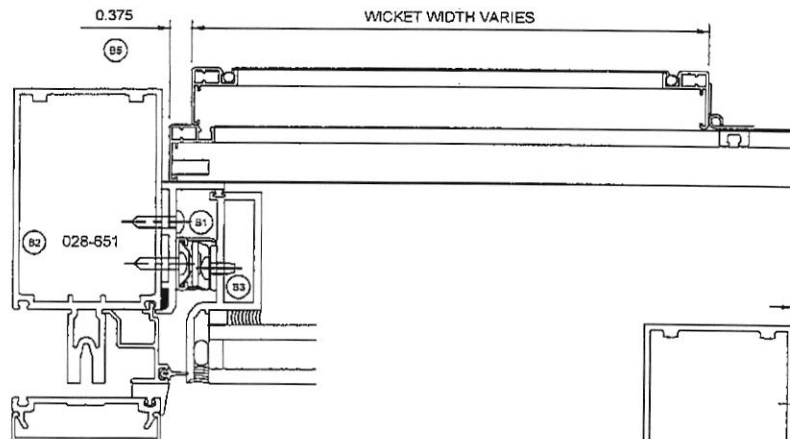
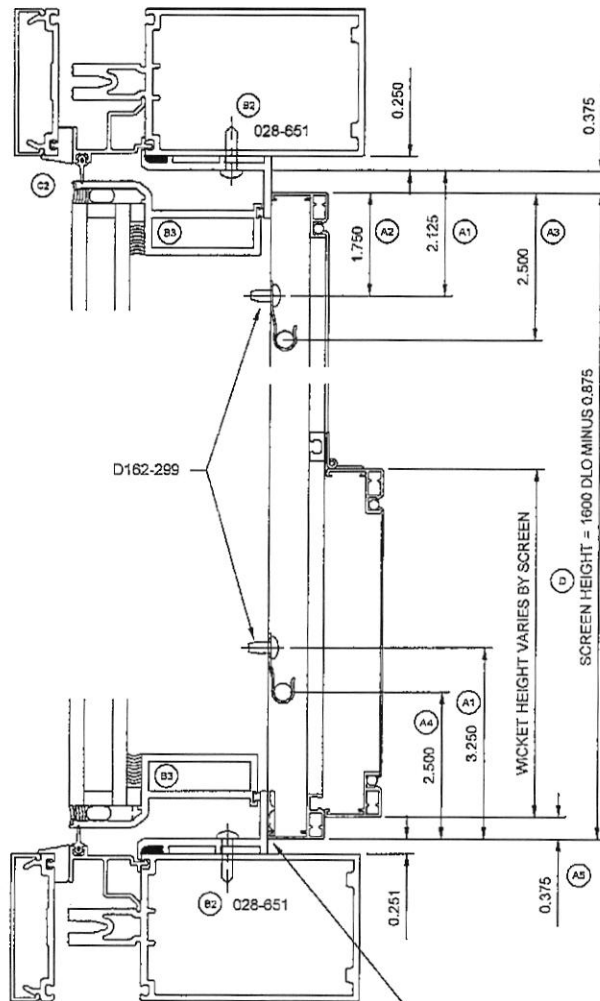
General Contractor: Story Construction

RFI or PR Description: Screens on operable windows

Item Description	QTY	COST	TOTAL
MATERIAL			
Full height wicket screens	10	\$184.00	\$1,840.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	0%	\$0.00
	SUBTOTAL		\$1,840.00
SHOP LABOR			
		\$65.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	SUBTOTAL		\$0.00
FIELD LABOR			
Install screens	8	\$65.00	\$520.00
		\$65.00	\$0.00
		\$65.00	\$0.00
	SUBTOTAL		\$520.00
FREIGHT			
Freight	1	\$150.00	\$150.00
	SUBTOTAL		\$150.00
TOTAL COST			\$2,510.00
MARKUP			15%
TOTAL			\$2,887

T162-846 1 OF 2 D

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USE THESE SCREENS WHEN CAM
HANDLES OR ACCESS CONTROL
LOCKS ARE REQUIRED.

REFERENCE SCREENS

- 716-500
- 716-501
- 716-502
- 716-504
- 716-505
- 716-506
- 716-507
- 716-508

SCALE: 1/2

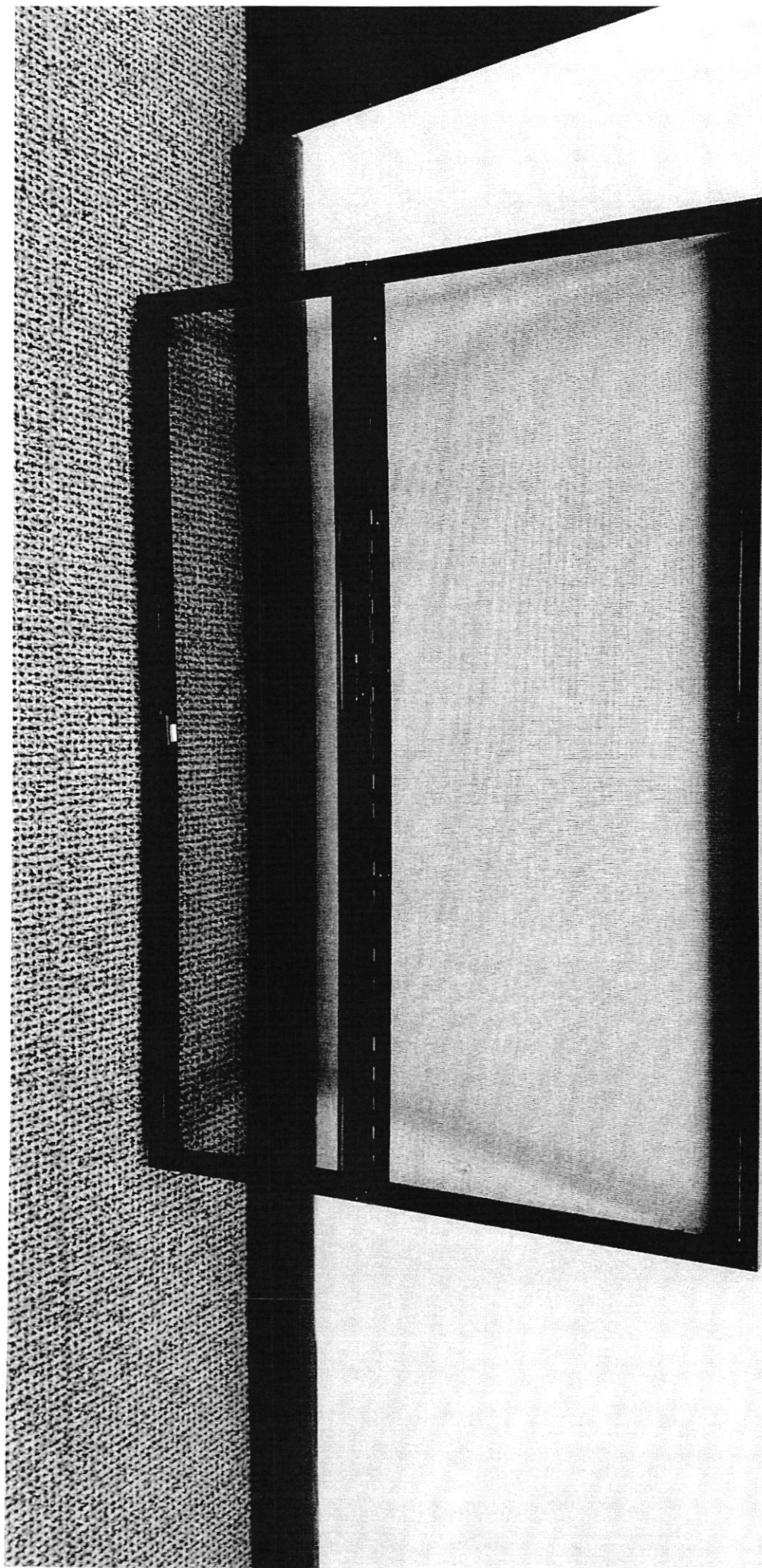
DRAWN
WEW
DATE
02/05/98
CHK
W
APPRD.
KM

MATL AND FINISH

Kawneer
PRODUCT ENGINEERING

95449-64	D	CORRECTED SPELLING, ADDED NOTE	01/07/05
95449-61	C	1) REVISED 162-001 GEOMETRY 2) D27-881 WAS D27-880	1/9/04
95449-55	B	1) UPDATED 4-BAR HINGE 2) WAS 128-271 3) WAS 162-090 4) ADDED SSG DETAIL 5) VOIDED 716-500	05/17/02
95449-25	A	1) WAS 1.837 2) WAS 1.553 3) WAS 2.313 4) WAS 1.188 5) WAS 0.125 6) ADDED NOTE 7) SCREENS WERE 260-618, 260-656, 260-656, 5 260-658 THRU 260-653	03/14/97
95449-20		ESTABLISHED	02/14/96
E.C. NO.	REV.	DESCRIPTION	DATE

PART DESCRIPTION
MASTER DRAWING
1600 GLASSVENT
SCREENS
T162-846
1 OF 2





Change Request Summary

PROJECT: Marshalltown Police & Fire Station Headquarters
Marshalltown, IA

CHANGE REQUEST NO.: CR-075

DATE: February 7, 2019

SUBJECT: Fire Rated Glass Size Changes

PROPOSED CHANGE DESCRIPTION:

Revised firelite glass sizes due to changes in size of hollow metal frames.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
08-1	Alum. Storefronts, Curtainwalls and Glazing	Forman Ford	\$2,830.00
Total			\$2,830.00

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 Welts

By: William R. Ziegler III

By: _____

Date: 2-7-19

Date: 2/13/19

Date: _____

cc: Field
File



FormanFord

Professional Glazing and Façade Contractor

Job Name: Marshalltown Police and Fire Station HQ

Date: 2/6/2019

General Contractor: Story Construction

RFI or PR Description: Revised firelite glass sizes due to hollow metal frames.

Item Description	QTY	COST	TOTAL
MATERIAL			
Revised Firelite Glass - Hollow Metal Frame Size Changed	1	\$2,280.45	\$2,280.45
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	0%	\$0.00
	SUBTOTAL		\$2,280.45
SHOP LABOR			
		\$65.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	SUBTOTAL		\$0.00
FIELD LABOR			
Unload/distribute	2	\$65.00	\$130.00
		\$65.00	\$0.00
		\$65.00	\$0.00
	SUBTOTAL		\$130.00
FREIGHT			
Freight - DSM to Marshalltown	1	\$50.00	\$50.00
	SUBTOTAL		\$50.00
TOTAL COST			\$2,460.45
MARKUP			15%
TOTAL			\$2,830

ORDINANCE NO. 14980

AN ORDINANCE APPROVING CHANGES TO THE
MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 29 TABLE
OF PERMITTED AND SPECIAL USES FOR COMMERCIAL & INDUSTRIAL DISTRICTS

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City received a request to amend Chapter 29 Table of Permitted and Special Uses for Commercial & Industrial Districts specifically related to uses in the RC, Regional Commercial District; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on February 14, 2019 and recommended the following additions to the Marshalltown Zoning Ordinance of 2010 Chapter 29 Table of Permitted and Special Uses for Commercial & Industrial Districts specifically related to allowable special uses in the RC, Regional Commercial District:

SECTOR		USE	CODE	RC
53	Real Estate	Personal storage rental spaces, which are accessed from the interior of a building.	53113	P

WHEREAS the City Council moved to amend the proposed language on February 25, 2019 as follows:

SECTOR		USE	CODE	RC
53	Real Estate	Personal storage rental spaces, which are primarily accessed from the interior of a building with no more than two exterior accessed storage buildings.	53113	P

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

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

Section 1. Chapter 29 of the Zoning Ordinance of 2010 are hereby amended by adding the following permitted use to the table for the RC, Region Commercial District.

SECTOR		USE	CODE	RC
53	Real Estate	Personal storage rental spaces, which are primarily accessed from the interior of a building with no more than two exterior accessed storage buildings.	53113	P

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 25th day of March 2019, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 3. This Code shall be in full force and effect from and after public notice of hearing on this Amendment to the Marshalltown City Code has been duly given as required by the said Code and the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this _____ day of March 2019, and signed this _____ day of March 2019.

CITY OF MARSHALLTOWN

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ORDINANCE NO. 14981

AN ORDINANCE APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 19 TN TRADITIONAL NEIGHBORHOOD DISTRICT AND REZONING THE PROPERTIES AT 108, 110, 112, AND 114 N 3RD AVENUE IN MARSHALLTOWN FROM R-4 MEDIUM DENSITY RESIDENTIAL TO TRADITIONAL NEIGHBORHOOD

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City received a request to amend Chapter 19 TN Traditional Neighborhood District and to rezone the properties at 108, 110, 112, and 114 N. 3rd Avenue from R-4 Medium Density Residential to TN Traditional Neighborhood; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on February 14, 2019 and recommended that Chapter 19 be replaced by the following chapter as amended and the area be rezoned based on the proposed land use changes within the Highway 14 Corridor Study; and

WHEREAS the City has reviewed the request and found the amendment and proposed rezoning to be in the best interest of the City.

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

Section 1. Chapter 19 TN Traditional Neighborhood District of the Zoning Ordinance of 2010 is hereby amended by replacing the following attached language.

Section 2. That the properties at 108, 110, 112, and 114 are hereby rezoned to TN Traditional Neighborhood District.

Section 3. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 25th day of March 2019, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 4. This Code shall be in full force and effect from and after public notice of hearing on this Amendment to the Marshalltown City Code has been duly given as required by the said Code and the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this ____ day of March 2019, and signed this ____ day of March 2019.

CITY OF MARSHALLTOWN

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHAPTER 19

TN TRADITIONAL NEIGHBORHOOD DISTRICT

Section 1: Purpose.

The regulations set forth in this Chapter, or set forth elsewhere in this Ordinance when referred to in this Chapter, are the district regulations for the TN Traditional Neighborhood District.

- The Traditional Neighborhood District is intended to provide for compact, pedestrian-oriented mixed-use areas of limited size, with a variety of residential, office and service uses that primarily serve neighborhood needs. It is also intended to serve as a transitional use of land between commercial or industrial districts and residential districts or other less intensive land uses.

Section 2: Permitted uses

1. Commercial uses contained in Chapter 29 of this Ordinance.
2. Single-family detached and attached dwellings.
3. Two-family dwellings.
4. Multi-family dwellings. These units shall not be on ground/first level of any building also containing a Commercial use listed in Chapter 29 of this Ordinance.
5. Home Occupations in compliance with Ch. 4, Sec. 11 of this Ordinance.
6. Churches
7. Parks, playgrounds, and civic buildings.
8. Accessory buildings and accessory uses customarily incident to any of the above uses.

Existing Uses

Any existing use, which is conforming as of January 1, 2009, shall be considered a conforming use for that zoning lot for the purposes of this Ordinance. The use can change to any other listed conforming use for the zoning lot, or to a special use. The zoning lot for the businesses after January 1, 2009, may expand provided that the new area is a listed conforming use for that zoning lot or to a listed special use by following the procedures in Chapter 30, Special Use Regulations.

Section 3: General Provisions.

1. Chain link fences shall not be allowed.
2. A minimum of one tree per lot shall be placed in the terrace pursuant to Section 27: 19-20 of the City Code of Ordinances.
3. All regular business must take place inside a structure. This regulation shall not apply to any establishment that employs a full-service wait staff or gas station pumps.
4. Multiple buildings shall be allowed on one zoning lot, with the exception of single-family detached housing.

Section 4: Bulk Requirements. The following requirements shall be observed:

Use ^a	Front Yard Setback (min/max)	Rear Yard Setback minimum	Side Yard Setbacks (minimum/ combined)	Minimum lot area required/ unit	Maximum Height	Minimum Lot Width

Single-Family Detached	15/25feet	15 feet	6/12	3,500 sq.feet	35 feet	35feet
Single-Family Attached	10/25 feet	15 feet	6/12 ^b	2,000 sq. feet	35 feet	25 feet
Multi- Family	0/25 feet	10 feet	None ^d	1,700 sq. feet	45 feet	25 feet
Commercial ^c	0/15 feet	0 feet	None ^d	800 sq. feet	45 feet	25 feet

^a Does not include residential units above a commercial space.

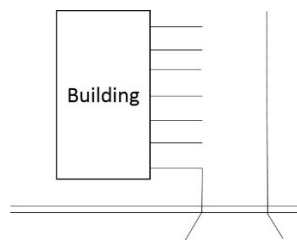
^b None if shared walls

^c Including residential uses above commercial space.

^d 6 feet minimum per side when adjacent to a residential dwelling.

Section 5: Parking Requirements.

1. Whenever structures are erected or structurally altered, parking spaces shall be provided on the same lot as the building in accordance with Chapter 7 of this Ordinance.
2. Parking lots shall be located in the rear of all commercial uses or on the side. Parking located on the side is allowable in accordance with the following:
 - The parking must not extend into the required front yard setback.
 - Landscaping shall be placed between the parking spaces and the front property line in accordance with Chapter 6. Section 4.5.a)
 - A single parking aisle with parking on one side, which is adjacent to the building, and meets the minimum dimension of the City's parking space requirements, is allowable. See sample below.



Section 6: Design Guidelines.

1. All attached or detached garages shall be placed towards the rear of a building except on a corner, where the side may also be allowed. These can be accessed via privately controlled lanes and alleyways.
2. The front façade of any commercial or multi-family building shall be at least fifty (50) percent brick or masonry stone.
3. One story commercial buildings shall be constructed to appear of greater height in relation to the street. This can be achieved through the use of architectural elements, pitched roofs with dormers or gables facing the street, a higher parapet, and/or the use of an intermediate cornice line to separate the ground floor and the upper level.
4. The length of any new non-residential building shall be comprised of at least fifty (50)

percent windows and doors at the ground level.