

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
Tuesday, May 28, 2019 at 5:30 PM

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years Of Service

Timothy Hillygus - 35 years

F. CONSENT AGENDA

1. Approve Council Minutes, May 13, 2019, And Bill List Of \$6,650,401.84

Documents:

[2019-05-13_Council-minutes.pdf](#)

[2019-05-28_BillList.pdf](#)

2. Appoint Laura Eilers To Plan Zoning Commission, Replacing Sharon Greer; Reappoint Jon Boston And Angela Lins-Eich.

Documents:

[Eilers, Laura.pdf](#)

[2019-05-28_PZ Roster.pdf](#)

3. RESOLUTION 2019-096 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2010 FORD F150 TRUCK FROM JENSEN FORD FOR THE PRICE OF \$22,500.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY, AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, A 2005 DODGE RAM TRUCK FOR \$3,500.00.

Documents:

[05-28-2019_Resolution and Memo for Purchase of MPD Vehicle 2010 Ford F150.pdf](#)

4. RESOLUTION 2019-097 APPROVING ADDENDUM TO RESOLUTION 2019-012 ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT FOR THE CHIPPING OF TORNADO RELATED TREE DEBRIS PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$59,980.00

Documents:

[05-28-2019_2019-097_RES THORP.pdf](#)
[Chipping Contract.pdf](#)
[Thorp.pdf](#)

5. RESOLUTION 2019-098 TRANSFERRING FUNDS FOR FISCAL YEAR 2018-2019 AND APPROVING APRIL FINANCIALS

Documents:

[Resolution Transferring Funds for Fiscal Year 2018-2019 Through April 2019.pdf](#)
[05-28-2019_2019-098_Transfer Funds in FY19 through April 30 2019 Memo.pdf](#)
[April 2019 Financials Memo.pdf](#)
[April 2019 Financial Statements.pdf](#)

6. TENTATIVE RESOLUTION 2019-113 ACCEPTING SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 7 E LINCOLN STREET, MARSHALLTOWN, IOWA 50158 BEING LEAD ABATEMENT PROJECT NO. 53516071

Documents:

[tent res 7 E Lincoln St.pdf](#)
[CC_Mem_Sub_7 E Lincoln St.pdf](#)
[res adopt tent res 7 E Lincoln St.pdf](#)

7. RESOLUTION 2019-114 CONSENTING TO ASSIGNMENT OF TRUSTEE AGENT AGREEMENTS; ESCROW AGENT AGREEMENTS; AND/OR PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENTS

Documents:

[05-28-2019_2019-114_Reso Approving Assigment of Agreements to UMB \(Marshalltown\)-v1.pdf](#)

8. Approve Alcohol License Renewals -July

LC0033928	Midnight Ballroom, LLC	1700 S. Center St. Ste A-1
LC0038534	Impala Ballroom	1005 W. Lincolnway
BB0027777	Central Iowa Fair	1308 E Olive (Activity Bldg)
LC0032676	El Portal	1716 S. Center St.
BC0027487	Git N-Go Convenience Stores #34	3302 S. Center St.

G. MOTIONS

1. Approval Of New Liquor License For Marshalltown Arts Festival Event July 20, 2019

Documents:

[Marshalltown Art Festival City Permit-packet.pdf](#)

H. REPORTS

1. Marshall County Arts & Culture Alliance, Executive Director, Amber Danielson

I. RESOLUTIONS

1. RESOLUTION 2019-099 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE MARSHALLTOWN ART FESTIVAL ON JULY 20, 2019

Documents:

[Res for MAF Alcohol in Public Ways .pdf](#)

2. RESOLUTION 2019-100 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MCCLURE ENGINEERING COMPANY PROJECT ECO19001 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$422,918.00

Documents:

[Professional Services agreement Reso.pdf](#)
[190227 Roadway Agreement DRAFT.pdf](#)
[E. Merle Hibbs Council Display - DRAFT.pdf](#)
[McClure ESA East Merle Hibbs Road Memo.pdf](#)
[E. Merle Hibbs Council Display - DRAFT.pdf](#)
[McClure Memo.pdf](#)

3. RESOLUTION 2019-101 APPROVING A FEE CHANGE AT THE MARSHALLTOWN COMPOST FACILITY BY THE CITY OF MARSHALLTOWN, IOWA

Documents:

[Compost fees.pdf](#)
[05-28-2019_Compost Bags Memo.pdf](#)

4. Resolution 2019-112 Setting Date For Public Hearing On Amendment No. 7 To Urban Renewal Plan For Marshalltown Urban Renewal Area No. 3

Documents:

[Res for Setting PH on Amend 7 to UR 3.pdf](#)
[Marshalltown Urban Renewal Area No 3 Amendment No 7 FINAL.pdf](#)
[Memo on UR3 Amendment.pdf](#)

5. Police And Fire Building Change Orders

1. RESOLUTION 2019-102 APPROVING CONTRACT CHANGE ORDER

FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001
BP#7-1 MEMBRANE ROOFING AND WALL PANELS FOR BLACK HAWK
ROOF COMPANY AN INCREASE OF \$369.00

Documents:

[Black Hawk Roof Co CO.pdf](#)
[Black Hawk Roof May-205212019141452_001.pdf](#)

2. RESOLUTION 2019-103 APPROVING CONTRACT CHANGE ORDER
FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001
BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE AN
INCREASE OF \$6,990.00

Documents:

[Caliber \(2\).pdf](#)
[Caliber May-205212019134953_001.pdf](#)

3. RESOLUTION 2019-104 APPROVING CONTRACT CHANGE ORDER
FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001
BP#5-1 STEEL FOR CENTRAL WESTERN FABRICATORS AN
INCREASE OF \$32,277.00

Documents:

[Central Western Fabr.pdf](#)
[Central Western May-205212019135505_001.pdf](#)

4. RESOLUTION 2019-105 APPROVING CONTRACT CHANGE ORDER
FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001
BP#2-1 SITE DEMOLITION AND EARTHWORK FOR CON-STRUCT, INC.
AN INCREASE OF \$8,205.25

Documents:

[Con-Struct CO.pdf](#)
[Con-struct May-205212019133239_001.pdf](#)

5. RESOLUTION 2019-106 APPROVING CONTRACT CHANGE ORDER
FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001
BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES
ELECTRIC AN INCREASE OF \$181,940.09

Documents:

[Devries CO.pdf](#)
[Devries May-205212019154430_001.pdf](#)

6. RESOLUTION 2019-107 APPROVING CONTRACT CHANGE ORDER
FOR THE POLICE & FIRE 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 \$2,830.00

Documents:

[Forman Ford CO.pdf](#)

[Forman Ford May-205212019143931_001.pdf](#)

7. RESOLUTION 2019-108 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$114,382.99

Documents:

[Garling May-205212019140658_001.pdf](#)
[Garling CO.pdf](#)

8. RESOLUTION 2019-109 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$2438.00

Documents:

[Hilsabek CO.pdf](#)
[Hilsabeck Schacht May-205212019144705_001.pdf](#)

9. RESOLUTION 2019-110 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 \$11,608.96

Documents:

[Tonys Plumbing \(2\).pdf](#)
[Tonys May-205212019151322_001.pdf](#)

6. PUBLIC HEARING / RESOLUTION 2019-111 ADOPTING FY2018-2019 BUDGET AMENDMENT

Documents:

[Resolution Adopting FY2018-2019 Budget Amendment.pdf](#)
[FY2019 Budget Amendment 1 Memo .pdf](#)
[City Budget Amendment and Certification Resolution.pdf](#)

J. **ORDINANCES**

1. ORDINANCE 14982 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 20, SECTION 20-161 NO PARKING ANYTIME, BY ADDING NO PARKING ON EAST MAIN STREET BETWEEN 8TH AVENUE AND 9TH AVENUE

Third Reading.

Documents:

[04-08-2019_14982_Marshalltown Company Main Street Parking Request Letter.pdf](#)
[04-22-2019_14982_Ord No Parking Main Street 8th Ave - 9th Ave.pdf](#)

2. ORDINANCE 14983 ENACTING A CODE OF ORDINANCES FOR THE CITY OF MARSHALLTOWN, IOWA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL

ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, DEALING WITH
SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND
DECLARING AN EMERGENCY.

Second Reading.

Public Hearing set for June 10, 2019.

Documents:

[05-13-2019_14983_Recodification Ordinance.pdf](#)
[14983 MEMO Recodification.pdf](#)

K. **DISCUSSION**

1. Police & Fire Building Cost Update

Documents:

[Police Fire Building Budget Update Memo May 2019.pdf](#)
[Costs for Police and Fire Building through May 29 2019.pdf](#)

L. **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.

M. **ADJOURN**

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

Council Proceedings
May 13, 2019

Mayor Greer called the meeting to order at 5:30 PM, May 13, 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. Councilor Martin remarked leaves and lawn clippings should not be placed in the street, as it is important to protect our storm sewer infrastructure. Councilor Cahill said it was nice that the streets were open again on W Main Street. Sergeant Weekley was recognized as Marshalltown Police Department Employee of the Year.

CONSENT AGENDA:

Isom moved to adopt the consent agenda, pulling item #2 off Consent; Approve Council Minutes, April 22, 2019, And Bill List Of \$2,090,762.54; Receipt Of Building Permit Report; Approve Renewal Tree Trimmer License - Jose's Tree Service, Expires 5/2/2020; RESOLUTION 2019-080 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, TRANSIT BUS 1984 ONTARIO VIN#2B1139270E6001054; RESOLUTION 2019-081 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 2013 FORD F-150 TRUCK AND 1975 SCATBACK 430; RESOLUTION 2019-082 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE 2016 SANITARY SEWER TELEVISIONING PROJECT, BEING PROJECT NO. 59015011, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$57,002.67; RESOLUTION 2019-083 APPROVING CONTRACT CHANGE ORDER #3 FOR THE 2014 SANITARY SEWER REHABILITATION PROJECT # 5901407 A DECREASE OF \$138,461.75; RESOLUTION 2019-084 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE 2014 SANITARY SEWER REHABILITATION PROJECT, BEING PROJECT NO. 59014007, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$1,750,103.35; RESOLUTION 2019-085 APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2017 MANHOLE AND POINT REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 59016002 IN THE AMOUNT OF \$3,848,272.45; RESOLUTION 2019-086 AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST ASSIGNMENT OF CERTAIN TAX CERTIFICATES HELD BY MARSHALL COUNTY FOLLOWING THE PUBLIC NUISANCE TAX SALE; RESOLUTION 2019-087 APPROVING A CONTRACT FOR SERVICES BETWEEN ACCESS 2 CARE AND THE CITY OF MARSHALLTOWN, IOWA, MARSHALLTOWN MUNICIPAL TRANSIT DIVISION, FROM 6/1/2019 UNTIL TERMINATION; second by Wirin. Motion carried 7-0.

Lamer moved to amend item number two to hold the May 28 meeting at 5:30 PM, instead of noon: Motion To Hold Regular Council Meeting On Tuesday, May 28, at 5:30 PM, Instead Of Memorial Day, May 27, second by Isom. Motion carried 7-0.

MOTIONS

Isom moved to approve a New Outdoor Service Request - Tannin Inc, 125 E Main St, second by Martin. Motion carried 7-0.

Isom moved to approve a New Liquor License, Hampton Inn & Suites, 20 W Iowa Ave W, second by Lamer. Motion carried 7-0.

REPORTS

Janice Gammon updated the council the Lincoln Highway Heritage Byway And Corridor Management Plan. Executive Director Val Ruff presented the Convention & Visitor's Bureau, Quarterly Report.

RESOLUTIONS

Isom moved to adopt RESOLUTION 2019-088 APPROVING CONTRACT CHANGE ORDER #2 FOR THE IOWA RIVER TRAIL-PHASE 3 PROJECT #TRL17001 ENGINEERING SERVICES FOR CLAPSADDLE- GARBER ASSOCIATES, INC. AN INCREASE OF \$163,000.00, second by Cahill. Resolution adopted 7-0.

Martin moved to adopt RESOLUTION 2019-089 AUTHORIZING AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND ACCEPTANCE OF DISASTER-RELATED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR HOUSING ASSISTANCE, second by Gowdy. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2019-090 SETTING PUBLIC HEARING PRIOR TO APPROVING THE AMENDED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2019, second by Gowdy. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-091 TO APPROVE THE FACADE GRANT APPLICATION FOR 17 N. 1st STREET, MARSHALLTOWN, IOWA, second by Cahill. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2019-092 TO APPROVE THE FACADE GRANT APPLICATION FOR 19-21 S. 2nd AVENUE, MARSHALLTOWN, IOWA, second by Martin. Resolution adopted 7-0.

Lamer moved to amend the total for Devries to be \$12,900.54, instead of \$12,837.54, and to approve the following resolutions: RESOLUTION 2019-093 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$3,183.00, RESOLUTION 2019-094 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT BLD17001 BP#8-1 ALUMINUM STOREFRONTS,CURTAINWALLS & GLAZING FOR FORMAN FORD AN INCREASE OF \$728.00, RESOLUTION 2019-095 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$12,900.54, second by Isom. Resolutions adopted 7-0.

ORDINANCES:

Isom moved to consider the second reading of ORDINANCE 14982 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 20, SECTION 20-161 NO PARKING ANYTIME, BY ADDING NO PARKING ON EAST MAIN STREET BETWEEN 8TH AVENUE AND 9TH AVENUE, second by Cahill. Second reading adopted 7-0.

Isom moved to consider the first reading of ORDINANCE 14983 ENACTING A CODE OF ORDINANCES FOR THE CITY OF MARSHALLTOWN, IOWA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY, second by Cahill. First reading adopted 7-0.

DISCUSSION

Cahill moved to provide staff direction to proceed with design of the Veteran's Memorial Coliseum kitchen to be outfitted for alcohol sales for events, such as weddings and concerts held at the Veteran's Memorial Coliseum, second by Wirin. The council retains the right to discuss whether the city should be the license holder at a later date. Motion carried 6-1, with Hoop dissenting.

City Administrator provided the 2019-2020 Strategic Plan, 1st Quarter Update.

PUBLIC COMMENT:

Mayor Greer announced Jason Brown will be headlining a fundraiser concert to benefit the rehabilitation of the Veterans' Memorial Coliseum on July 6. Linda Clark and Gary Thompson questioned council operations as per the council manual.

ADJOURNED:

The meeting adjourned at 7:11 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Consulting & Professional Fees

Bernie.Lowe/2	176.62
Bernie.Lowe.Asc/1	2,926.00
Bolton&Menk.Inc/7	19,611.37
Fox.Engrg.Assc/1	7,092.00
I.L.E.A./1	150.00
Prime.Point.Pol/1	219.66
RDG.Planning/1	2,698.90
Terracon.Conslt/1	13,841.00
WHKS.Co/1	227.61

Contracts

Aramark.Unfrm/4	36.81
Bolton&Menk.Inc/2	3,465.00
Hydro-Klean,LLC/1	53,305.17
Ia.Dept.Justice/1	47.50
IA.Pump.Works/1	6,781.15
Iowa.Hometown.S/1	1,634.75
Koch.Office/2	826.87
Marsh.Co.Landfi/29	2,227.50
Marsh.Co.Treas/1	102.21
Marshall.Co.Att/1	47.50
MRI.Software/1	1,748.00
Nutri.Ject.Sys/1	21,149.95
O.C.L.C.Inc/1	905.21
Open.Edge/2	45.75
Premier.Equip/6	203.63
Region.6.Planng/1	1,166.00
Schendel.Pest.C/1	42.50
Servicemaster/1	1,772.00
Stericycle.Inc/2	80.37
Unique.Mgmt.Svc/1	71.60
Verizon.Connect/1	435.30
Woodman.Control/1	1,100.00

Debt Service

Bankers.Trust/45	5,850,988.80
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Equipment/Minor

Ziegler/1	1,312.74
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Library Books

Baker.Taylor/25	3,612.48
BOOK.FARM/1	2,152.52
BRODART.CO/7	1,578.75
Cengage.Learng/8	599.46
MicroMarketing./7	1,104.75
Midwest.Tape/5	203.13
OVERDRIVE,INC./10	1,871.58

Medical

Bernie.Lowe/2	961.53
McFarland.Cl/4	81.84
Medtrak.Service/2	145.47
Occ.Med.Plus/1	530.00
Unity.Point.Clc/4	126.00
Wellmark.Inc./2	117,110.04

Payroll.Deductions

American.Educa./1	64.41
AMS.INC/2	71.75
AXA/1	325.00
Collection.Svs./5	1,391.56
Colonial.Life/1	522.21
Fidelity.Securi/2	405.93
Fire.Union.Dues/2	1,200.00
I.R.S./8	78,182.40
IA.Treasurer/1	206.00
ICMA.457/11	10,581.39
Meskwaki Nation/1	300.34
Shetler,D/1	15.50
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/6	8,966.03
UAW.Local 893/1	148.48

Payroll.Net

Payroll/1	276,334.77
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Refund/Reimbursed

Baker.Taylor/3	317.69
Buffington,D/1	85.00
Fields,M/1	375.70
IA.Treasurer/1	39.00
Ramirez,L/1	5.99
SaldanaRodrig,P/1	60.00

Rents/Leases

AMES,STEVEN/1	291.00
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Service/Repairs

Airgas.U.S.A./1	371.35
Arnold.Motor.Su/1	234.64
Betsinger,L/1	25.00
Blank.Park.Zoo/1	430.76
BRENT.ALLEN.ENT/1	400.00
Century.Link/26	252.66
Centurylink.Id/5	9.53
Cowan.Roofing/1	340.00
Crow,D/1	225.00
Daniels,M/1	500.00
Dirt.to.Turf/3	1,250.00
Gale-Hazen,E/1	240.00
Gale-Hazen,K/1	330.00
Hanke,R/1	93.00
Hartwig.Plmbg/1	214.00
I.C.A.P./1	2,913.08
IA.Treasurer/2	14,366.00
Interstate.Powe/1	831.32
Jensen.Inc/1	24.00
Kaercher,D/1	225.00
Ledford,M/1	1,325.00
LENZ,D/1	230.00
Library.Furnitu/1	620.00
Marsh.Co.Treas/1	163.00
McAtee.Tire/6	357.50
Mikes.Turf.Righ/1	248.00
Minuteman/1	11.79
Motion.Picture./1	203.22
Mullenbach,C/1	150.00
Occ.Med.Plus/5	591.50
Pitney.Bowes/2	3,360.00
Racom.Corp/2	145.00
Saung,S/1	52.50
T-R/1	236.60
Trans.IA.Equip/1	267.30
Tri.State.Lock/1	60.00
UBT/2	81.68
Verizon.Wireles/8	506.59
WD.Door.Inc/1	1,591.50
Whyllie,E/1	100.00
WICKHAM,M/1	120.00
Ziegler/1	1,131.07

Supplies/Parts

A.S.I.Signage/1	1,567.50
Adland.Engrvg/1	58.00
Airgas.U.S.A./1	85.83
Arnold.Motor.Su/24	660.80
Baker.Taylor/12	732.32
Barco.MuniProd/1	156.95
BDH/1	1,050.60
Bert.Gurney.Asc/1	2,550.00
BLAHNIK,D/2	159.90
BookPage/1	348.00
Brenntag.Great./1	1,754.80
Cessford.Constr/1	1,613.85
Cntrl.IA.Distr/1	239.00
Cntrl.Office/5	519.50
Concrete/1	323.05
Controlled.Acce/1	952.50
Crescnt.Electrc/1	7.55
Dave.WrightCDRJ/3	868.40
EBSCO.Subscr/2	50.37
Engineered.Equi/1	2,178.89
Evergreen.Srv/1	3,327.00

Fastenal.Co/2	129.06
FBINAA/1	125.00
Gillig.LLC/4	561.03
Hach.Co/2	1,413.10
Hartwig.Plmbg/1	384.51
I.L.E.A./2	64.00
Interstate.Powe/1	2,268.18
Jensen.Inc/1	221.78
Kinser,J/4	200.00
Laville,J/1	20.82
Library.Furnitu/1	3,028.00
LIBRARY.STORE/1	701.88
Marsh.Co.Engr/23	17,473.75
McAtee.Tire/2	2,123.43
Mid.Ia.S.W.E/2	3,560.00
Midland.Scienti/3	763.24
Minuteman/1	412.00
Miracle.Recreat/3	1,590.00
Mtwn.School/1	117.74
Napa.Auto/8	1,077.14
Nutrien.Ag.Sol/2	470.10
Office.Express/1	1,219.60
Oreilly.Automot/3	63.68
Oxford.Press/1	8.95
Panther.Uniform/3	3,858.60
Racom.Corp/1	30.00
Shetler,D/2	144.00
Storey.Kenwrthy/1	115.64
Streichers.Inc/1	19.98
Stucky.Vacuum.S/2	1,275.99
Trans.IA.Equip/1	13.36
WD.Door.Inc/1	460.00
Workspace/2	5,010.74
Travel/Training	
Fink,K/1	32.76
ROSENBLUM,S/3	887.66
Utilities	
AlliantEnergy/74	37,190.65
Consumr.Energy/2	417.66
Mtwn.Wtrwrks/11	1,165.09
WoodRiver.Enrgy/3	1,090.58
Total/592	6,650,401.84

CITY OF MARSHALLTOWN

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

<i>DATE:</i> 05/13/2019				
<i>Last Name</i> Eilers		<i>First Name</i> Laura		<i>Middle Initial</i> A
<i>STREET ADDRESS</i> 2916 Jackie Terrace		<i>CITY</i> Marshalltown	<i>STATE</i> Iowa	<i>ZIP</i> 50158
<i>DAY PHONE #</i> 641-752-8800		<i>EVENING PHONE #</i>		<i>CELL PHONE #</i> 641-780-5443
<i>EMPLOYER: (If retired, please indicate last employer and position held.)</i> Peglow, O'Hare & See, PLC				
<i>Email address:</i> laeilers@peglowlaw.com				

VOLUNTEER CIVIC/COMMUNITY ACTIVITY

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- | | |
|--|--|
| ☐ Bike Path Committee
☐ Board of Adjustment
☐ Civil Service Commission
☐ Claims Appeal Board
☐ Coliseum Commission
☐ Dangerous Building Board of Appeals
☐ Electrical Appeals Board
☐ Electricians Examining Board
☐ Enterprise Zone
☐ Gas & Plumbing Board
☐ Housing Appeals Board
☐ Human Rights Commission | ☐ Investment Advisory Board
☐ Library Board
☐ Marshalltown Softball Association
☐ Municipal Art Gallery/Fisher Center
☐ Parks Advisory Committee
☐ Public Housing Advisory Governing Board
☒ Planning & Zoning Commission
☐ Trees Forever /Branching Out Committee
☐ Uniform Building Board of Appeals
☐ Uniform Fire Code Board of Appeals
Water Board |
|--|--|
- Other: _____

IN ADDITION, MEMBERS OF THE COUNCIL ARE APPOINTED AS REPRESENTATIVES TO THE FOLLOWING:

- | | |
|--|---|
| ☐ Cable TV Advisory Committee
☐ Convention & Visitors Bureau (CVB)
☐ Landfill Commission
☐ Main Street Central Business (MCB) | ☐ Marshalltown Economic Development Impact Commission (MEDIC)
☐ 911 Commission
☐ Senior Citizen's Committee
☐ Sister City Ad Hoc Committee |
|--|---|

Please indicate why you have designated a particular Board/Commission on which you would like to serve. For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board/Commission.

The position is being vacated by Sharon Greer due to her appointment as an Iowa Appellate Judge. I believe, as another fellow female attorney in Marshalltown, I could lend my legal knowledge and diversity to fill her vacancy. I have an interest in serving the City of Marshalltown in any way that I can. I have served on the Marshalltown Water Works Board of Trustees for several years now and would like to expand my knowledge of and contribution to the inner workings of our great town.

ATTENDANCE OF MEMBERS OF ALL BOARDS AND COMMISSION

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

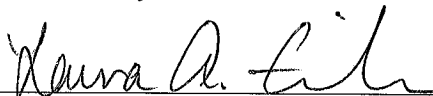
I do not intend to leave the city for long periods of time during my appointment:

Yes ☒

No ☐

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board/Commission vacancy.

The City appreciates your time and volunteer spirit. This interest form will be retained for one year and if during that time you are not appointed to a City Board/Commission, you will receive a notice asking that you renew your interest in serving.


Applicant Signature

Return to: City Clerk's Office
City Hall, 24 North Center Street
Marshalltown, Iowa 50158
(641) 754-5701

Meeting notifications are provided via email and posted on the City's website.



Board and Commission Roster

Planning and Zoning Commission

Department: Housing

Dept. Phone: (641) 754-5756

Seven members appointed by the Mayor subject to approval of the City Council; 5 year terms. The Commission shall recommend the boundaries of the various original district and appropriate regulations and restrictions to be enforced therein. In addition, the Commission shall make recommendations for amendments, supplements, changes and modifications of said regulations, restrictions, and boundaries of districts. Meetings will be held the Thursday following the first Council meeting of the month at 5:00 PM.

<u>Term End Date</u>	<u>Member Contact Information</u>		
4/1/2020	Keith E. Bloomquist 2313 Knollway Drive Marshalltown, IA 50158	(641) 751-5075 (641) 753-4020	knollway@mchsi.com Appointed: 2/27/2017
4/1/2024	Jon Boston 1710 Rainbow Drive Marshalltown, IA 50158	(641) 752-2594	jcbost50@yahoo.com <i>reappointed</i> Appointed: 5/28/2019
4/1/2023	Matthew Brodin 315 Harrison Dr Marshalltown, IA 50158	(641) 691-1185	brodin.matt@gmail.com <i>replaces F Nord</i> Appointed: 12/11/2017
4/1/2022	Michele Buzbee 510 Highland Dr Marshalltown, IA 50158	(641) 780-0974	shelmadigan@gmail.com <i>replaces Aimee Deimerly Snyder</i> Appointed:
4/1/2025	Laura Eilers 2916 Jackie Terrace Marshalltown, IA 50158	(641) 780-5443 (641) 752-8800	laeilers@pegglaw.com <i>replaces Sharon Greer</i> Appointed:
4/1/2024	Angela Lins-Eich 410 W Main Street Marshalltown, IA 50158	(641) 351-9469 (351) 652-7000	a.lins-eich@lifeconnections4u.net <i>reappointed</i> Appointed: 5/28/2019
4/1/2020	Stephen Valbracht 307 Thunderbird Drive Marshalltown, IA 50158		stevevalbracht@gmail.com Appointed: 3/28/2016

Monday, May 13, 2019

State of Iowa gender equality statistics

Males - Count / %	4	57.14%
Females - Count / %	3	42.86%
Total Members	7	

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2010 FORD F150 TRUCK FROM JENSEN FORD FOR THE PRICE OF \$22,500.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY, AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, A 2005 DODGE RAM TRUCK FOR \$3,500.00.

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 City of Marshalltown, Iowa desires to procure a used truck to be utilized by the police department as a detective vehicle and sought quotes for this purpose; and

WHEREAS Jensen Ford, Marshalltown, Iowa submitted a quote on a 2010 Ford F150 truck for a purchase price of \$22,500.00 and offered to credit the City of Marshalltown \$3,500.00 in total trade value on a 2005 Dodge Ram truck which is being retired from the police department fleet. Less trade value on the one retired vehicle, the purchase price of the 2010 Ford F150 truck is \$19,000.00, and

WHEREAS acceptance of this bid is in the best interest of the City of Marshalltown and

WHEREAS the City is the sole owner of a 2005 Dodge Ram truck which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the bid from Jensen Ford for the purchase of one, 2010 Ford F150 truck to be used as said detective vehicle in the amount of \$22,500.00. Less trade value of the surplus property (\$3,500.00), the purchase price of the 2010 Ford F150 reduces to \$19,000.00.

Section 2. The property listed below is hereby declared as surplus property:

A. 2005 Dodge Ram truck, VIN: 1D7HU18DX5S275218

Section 3. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Section 4. The Chief of Police of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicles at the above referenced price and conditions.

Passed this 28th day of May 2019, and signed this _____ day of May 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk



POLICE DEPARTMENT

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

TO: Mayor Joel Greer
Members of the Marshalltown City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 21 May, 2019

RE: Marshalltown Police Department Detective Vehicle Purchase

Policy Issue: City policy requires governing body approval of all vehicle purchases.

Recommendation: Staff recommends approving the purchase of a 2010 Ford F150 truck from Jensen Ford of Marshalltown. If approved, the police department's Support Services Division will utilize this vehicle for detective operations. Purchase price is \$22,500.00. Staff further recommends trading a city owned 2005 Dodge Ram truck (with a salvage title) to Jensen Ford as part of this purchase. Jensen Ford will apply \$3500.00 in trade value for the 2005 Dodge Ram towards the purchase of the 2010 Ford F150. Total purchase costs for the 2010 Ford F150 is \$19,000.00.

Background: The police department uses unmarked vehicles for detective operations. Unmarked vehicles allow detectives, and plain-clothes personnel, the ability to blend into an environment and conduct investigative work that generally require covert and subtle approaches.

A city owned 2005 Dodge Ram truck utilized in the police department as a detective vehicle is beginning to accumulate miles and maintenance concerns. This vehicle has over 83,000 miles and has been in the police department fleet for over 12 years.

Police department staff contacted Marshalltown area vendors seeking quotes for used vehicles that met department specifications for use as a detective vehicle. Since we are trading a pick-up truck, staff preferred to replace this vehicle with another pick-up truck. Detective personnel routinely use trucks to transport equipment to crime scenes and transport evidence and equipment away from crime scenes. Personnel frequently need to transport large items or items that you may not want to place inside a vehicle due to cleanliness or potential for contamination. For these reasons, regular access to a truck has proven to enhance operational efficiencies for our detective personnel.

After contacting four area used vehicle vendors, and looking at multiple vehicles, staff believes the 2010 Ford F150 (54,416 miles) being offered by Jensen Ford, best suits operational needs, at a reasonable price. Total purchase costs for the 2010 Ford F150 is \$19,000.00.

Limited emergency lighting and police radio equipment will be necessary in this unmarked detective vehicle. This equipment purchase, and installation, is estimated to cost an additional \$1000.00.

Budget Impact: The CIP budget for FY 18-19 has sufficient funds for this law enforcement vehicle purchase.

Misc.: MPD staff will be present at the May 28, 2019, meeting of the Marshalltown City Council to answer questions regarding this proposed police vehicle purchase.

RESOLUTION 2019-097 APPROVING ADDENDUM TO RESOLUTION 2019-012
ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF
CONTRACT FOR THE CHIPPING OF TORNADO RELATED TREE DEBRIS PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$59,980.00

WHEREAS bids were received for the Tornado Related Tree Debris Project, in the City of Marshalltown; and

WHEREAS, bids and surety bonds were received from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Thorp Sawmill & Logging	\$59,980.00
DeBoef Grinding	\$140,466.00
Trees "R" Us	\$122,730.00

After consideration of all bids filed, there was determined by the Council that the bid of Thorp Sawmill & Logging of Jefferson, Iowa, is the best and lowest responsible bid for the project as is herein outlined.

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

Section 1. That the bid of Thorp Sawmill & Logging, and the same is hereby accepted for the project and that the contract for the construction of same is now awarded and approved to said contractor in the total amount of Fifty-Nine Thousand Nine Hundred Eighty and .00/100 (\$59,980.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the project.

Section 3. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa.

The City will only consider change orders to a contract when the Contractor can show the actual cubic yards exceeds the estimate provided "of 12,274 cubic yards. The City agrees that no hauling or removal of any of the chipped material will be done until measurements have been made and agreed to in writing by the City representative and the Contractor as to the actual cubic yards that have been chipped". The City agrees to pay a lump sum of \$59,980.00 to the Contractor "for the estimated chipping of 12,274 cubic yards".

Passed this 22nd day of April, 2019, and signed this _____ day of April, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR SERVICES

City of Marshalltown, Iowa
and
Thorp Sawmill & Pallet

This Service Agreement is made this ____ day of _____, 2019, in the City of Marshalltown, Iowa by and between the City of Marshalltown, an Iowa municipal corporation ("City"), and Thorp Sawmill & Pallet, an Iowa company ("Contractor").

Recitals

WHEREAS, the City has a substantial amount of tree debris collected from trees damaged by the July 19, 2018 tornado within the city limits;

WHEREAS, the City does not have the capacity to undertake the chipping of such tree debris and finds it necessary to contract for such chipping services;

WHEREAS, the City has established a budget item for funds for the payment of the fees incurred relative to the performance of the services;

WHEREAS, the City issued a request for sealed bids for the chipping of tree debris from which Contractor provided the lowest, best, and most responsive bid within the scope of work as described below; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Agreement.

Agreement

THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the City and Contractor agree as follows:

1. **TERM.** The term of this Agreement shall commence upon April 23, 2019 and end July 1, 2019. If work is not expected to be completed by that date, Contractor must provide City written notice 30 days in advance of July 1, 2019 with the reason(s) why an extension is necessary.

2. **IDENTIFICATION OF TREE DEBRIS.** The City shall direct Contractor which tree debris is to be chipped. This shall include only tree debris located at the compost facility. Upon completion of services, Contractor shall notify the City of completion by phone, text message, email, or such other method as the parties may designate in writing, and the City shall inspect the work and register the completion.

3. **TREE DEBRIS CHIPPING.** Contractor agrees to provide all tree debris

chipping services for the debris identified by the City, within the scope of the bid. This shall include only tree debris located at the compost facility. Contractor shall, at its own risk and expense, perform promptly and diligently all authorized work in a good, proper, and workmanlike manner in accordance with the local, state, and federal guidelines, laws, and ordinances. All labor, tools, equipment, and transportation will be furnished by the Contractor.

4. **PAYMENT.** Contractor agrees to invoice the City for Services performed upon completion. Except as otherwise provided in this Agreement, the City agrees to tender payment to Contractor for Services rendered within thirty (30) days of receiving an invoice from Contractor. Payment will be paid in a lump sum for the cubic yards estimated in Contractor's bid. The City will only consider change orders to a contract when the Contractor can show the actual cubic yards exceeds the estimate provided. The City agrees to pay a lump sum of \$ 59,980.00 to the Contractor. The City's obligation to make payments as aforesaid shall survive the termination of this Agreement. No interest or late fees shall accrue on amounts carried forward in this manner. Any and all other services the City may require of Contractor shall be performed outside of this Agreement at rates and upon terms separately negotiated by the parties.

5. **DAMAGE; INDEMNIFICATION; INSURANCE.** Contractor agrees to repair any damage caused to residents' property or City's property to the City's specification, and to indemnify, defend, and hold harmless City from all claims, suits, actions, damages and cost of every name and description, arising out of or resulting from Contractor's obligation pursuant to this Agreement. Contractor, at Contractor's sole cost and expense, shall protect, defend, and indemnify City from and against any and all related claims including, but not limited to, any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property in the performance of this Agreement. Further, Contractor shall provide City proof it carries compliant workers' compensation insurance covering its employees and commercial general liability insurance in an amount of no less than \$1,000,000. Such policy shall include liability arising from business operations, independent contractors, personal injury, and liability assumed under an insured contract.

6. **REGISTRATIONS AND PERMITS.** Contractor certifies that it has or is in the process of obtaining a DUNS number. Contractor certifies that it is registered as a vendor with SAM.gov. Contractor certifies that it has a current City of Marshalltown Tree Trimmer Permit. Contractor certifies that all such registrations and permits are in place prior to commencing work under this Agreement. Contractor shall produce written documentation of the same upon request from the City.

7. **BOND.** Contractor shall provide a Performance Bond equal to 100 percent of the contract price, which is to be provided with this signed agreement prior to work commencing.

8. **SUBCONTRACTORS.** The Contractor must be the entity completing the Scope of Work. No subcontracting will be allowed of work awarded.

9. **INCORPORATION OF BID REQUEST.** With this reference, the parties incorporate the terms and conditions set forth in the Request for Sealed Bids for the Chipping of Tornado-Related Tree Debris.

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

11. **NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.** The parties acknowledge that some or all of the funds used to cover the costs of service are provided by and through the Federal Emergency Management Agency. As such, the following provisions are included:

- a. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. Davis-Bacon Act. The Contractor shall comply with the terms of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). The Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Contractor shall pay wages not less than once a week. This Agreement is conditioned upon the Contractor's acceptance of the wage determination. Any suspected or reported violations will be reported to the Federal awarding agency.

- c. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the terms of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Further, the Contractor shall compute the wages of every laborer and mechanic on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- d. Copeland "Anti-Kickback" Act. The Contractor shall comply with the terms of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Any suspected or reported violations will be reported to the Federal awarding agency.
- e. ~~Byrd Anti-Lobbying Amendment. The Contractor shall file the required certification as provided for by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).~~
- f. Termination of contract: The City may terminate the Agreement if the Contractor:
 - 1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. Persistently disregards laws, ordinances, or rules, regulations, safety precautions or orders of the person(s) having authority over the project or
 - 3. Otherwise is guilty of a material breach of a provision of the Agreement.
 - 4. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor five (5) days written notice, terminate employment of the Contractor and finish the work by whatever reasonable method the City may deem expedient.
 - 5. When the City terminates the Agreement for one of the reasons stated, the Contractor shall not be entitled to receive further payment other than for the work already performed for which compensation has not yet been paid.

12. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

13. **APPROVAL; AUTHORITY.** This Agreement is expressly contingent upon approval by the City Council of Marshalltown, Iowa. In the performance of this Agreement, City, as a municipal corporation, shall take all action legally required of a municipal corporation.

14. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. Contractor and City agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

15. **EXECUTION.** When and if executed by both Contractor and City, this Agreement shall become a binding contract.

THORP SAWMILL & PALLET,
an Iowa company

Dated this ____ day of _____, 2019.

By: _____

Address:

Telephone:

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this ____ day of _____, 2019.

By: _____
Joel Greer, Mayor

Attest:

Shari Coughenour, City Clerk

Address: 24 N. Center Street
Marshalltown, Iowa 50158
Telephone: 641-754-5701

ADDENDUM TO
AGREEMENT FOR SERVICES

City of Marshalltown, Iowa
And
Thorp Sawmill & Pallet

Requested additions to the Agreement for Services, City of Marshalltown, Iowa, Thorp Sawmill & Pallet Agreement, requesting that additional language underlined and in quotes below be added to the Agreement under Item 4 Payment.

The City will only consider change orders to a contract when the Contractor can show the actual cubic yards exceeds the estimate provided "of 12,274 cubic yards. The City agrees that no hauling or removal of any of the chipped material will be done until measurements have been made and agreed to in writing by the City representative and the Contractor as to the actual cubic yards that have been chipped". The City agrees to pay a lump sum of \$59,980.00 to the Contractor "for the estimated chipping of 12,274 cubic yards".

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2018-2019 THROUGH APRIL 30, 2019

WHEREAS, the fiscal year 2019 budget provides for certain transfers between funds; and,

WHEREAS, the books should now indicate appropriate transfers;

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

that the Finance Director be directed to make said transfers as follows:

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Total Cash Transfers through April 30, 2019	Remaining Budget Available
<u>Cash Transfers</u>					
2016 GO Storm Water Project Fund	Local Option Sales Tax	Move cash to reimburse LOST fund for Storm Water Project expenses	\$ -	\$ 44,920.12	\$ (44,920.12)
CIP Tax Collection Fund	Airport capital project fund	City portion of Airport capital projects	\$ -	\$ 37,300.00	\$ (37,300.00)
CIP Tax Collection	CIP Large	Move cash to CIP Large vehicle fund to fund future	\$ 106,000	\$ 106,000.00	\$ -
CIP Tax Collection Fund	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were	\$ 644,929	\$ 245,266.11	\$ 399,662.89
Emergency Levy Fund	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	\$ 232,482	\$ 132,894.95	\$ 99,587.05
Employee benefits fund	General	Reimbursement to general fund for employee benefits: FICA, IPERS, group health insurance, workman 's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for	\$ 2,528,638	\$ 1,745,750.98	\$ 782,887.02
Employee benefits fund	Coliseum Activity Fund	Reimbursement to Coliseum Activity Fund for employee benefits	\$ 2,768		\$ 2,768.00
General fund	Coliseum Activity Fund	City portion of operating expenses	\$ 11,502	\$ -	\$ 11,502.00
General fund	Police grants	Close out unreimbursed expenses with police grants	\$ -	\$ 870.85	\$ (870.85)
General fund	Transit	Property taxes collected in general (as required) with the cash being transferred to the transit enterprise fund	\$ 256,481	\$ 150,786.84	\$ 105,694.16
General Fund	D&D Fund	Move landfill fees to Dangerous and Dilapidated Project Fund, per council resolution.	\$ -	\$ 478,745.00	\$ (478,745.00)
Local Option Sales Tax	2018 CY Street Projects Fund	Move cash to capitals projects to fund individual projects.	\$ 375,000	\$ 14.91	\$ 374,985.09
Local Option Sales Tax	General	Council designated funds from local option sales tax (LOST) collected so budgeted Fund 001 revenues =	\$ 14,840	\$ 14,840.00	\$ -

Transferred From	Transferred To	Explanation of activity	Per Original Budget	Total Cash Transfers through April 30, 2019	Remaining Budget Available
Local Option Sales Tax	Airport capital project fund	City match portion of airport projects (rehab runway)	\$ -	\$ 18,843.90	
Local Option Sales Tax	Debt Service Fund	Property tax relief from local option sales tax (LOST) collected	\$ 3,051,375	\$ 1,877,711.44	\$ 1,173,663.56
LOST - Council Desig -Cash Reserves	Cash Flow Reserve Fund	Transfer to have Reserve Fund at 15% of Fund 001 budgeted expenses	\$ 158,683	\$ 158,683.00	\$ -
Police & fire retirement	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRSI)	\$ 1,180,865	\$ 831,702.95	\$ 349,162.05
Police Donations	Police grants	Move Expenses to correct fund	\$ -	\$ 516.20	\$ (516.20)
Road use tax fund	Federal Street Grants	Reverse City portion of Federal street grants	\$ -	\$ (39,069.42)	\$ 39,069.42
Road use tax fund	CY 2018 Street Projects	Move cash to capitals projects to fund individual projects.	\$ 625,000	\$ 5,000.00	\$ 620,000.00
Road use tax fund	WPCP funds	Cover Wages paid by the WPCP Fund.	\$ -	\$ 8,371.99	\$ (8,371.99)
Road use tax fund	2016 GO Street Projects Fund	Move cash to capitals projects to close individual projects and fund.	\$ -	\$ 12,532.40	\$ (12,532.40)
Road use tax fund	General	Reimbursement to general fund for employee wages associated with the public works department	\$ 1,217,588	\$ 651,896.54	\$ 565,691.46
TIF tax collection fund	Debt Service	Portion of 2015, 2011 B refunding bond & 2012A issue paid with tax increment financing property taxes	\$ 365,600	\$ -	\$ 365,600.00
TIF tax collection fund	TIF District #4 Project Fund	Move cash to capitals projects to close individual projects	\$ 163,250	\$ -	\$ 163,250.00
TIF tax collection fund	General	Façade project expenses paid by general fund. Cash is transferred from TIF collection fund where the property taxes are collected.	\$ 40,000	\$ 50,972.50	\$ (10,972.50)
WPCP funds	WPCP Revenue Bond Fund	Move cash amongst capitals projects to close individual projects	\$ -	\$ 78,233.66	\$ (78,233.66)
WPCP funds	WPCP funds	Cover consolidation of project funds within wpcp series and move dollars from wpcp revenue fund to wpcp expenditure fund	\$ -	\$ 2,840,383.27	\$(2,840,383.27)

Total amount of budgeted transfers between funds

\$ 10,975,001

\$ 9,453,168.19

\$ 1,540,676.71

Passed this 28th day of May 2019

Attest: _____ Attest: _____

Mayor

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

May 20, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Approval of FY2019 Transfers between funds

Policy Issue: Council approves transfers between funds.

Recommendation: Staff recommends approving budgeted transfers and the additional transfers between funds for the first 10 months of this fiscal year.

Background: Effective April 13, 2019, the City Finance Committee, organized under Iowa Administrative Code, approved changes to Administrative Rules Code 545-2 requiring greater disclosures for all interfund transfers. The rules require cities to provide the originating fund and receiving fund, purpose, and amount of the transfer during the budget process and also require additional resolutions any time transfers exceed the original or amended budget amounts.

Within the attached resolution, staff have outlined the original adopted budget transfers for the fiscal year ending June 30, 2019 and the actual transfers for the 10-month period ending April 30, 2019. In many instances, the revenue from property tax levies are shown in one fund and then transferred out to the fund where the expenditures are accounted for. Other times, the Council has designated Local Option Sales Tax (LOST) to fund specific items. See the explanation column for additional transfers, which have been picked up in the Budget Amendment in May.

Budget Impact: N/A. Total transfers in always equal total transfers out.

Attachment: Resolution Transferring Funds for Fiscal Year 2018-2019 Through April 30, 2019

cc: Jessica Kinser, City Administrator

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

May 23, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: April Monthly Financial Statements

Policy Issue: N/A.

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

Background: The Finance department has prepared and reconciled the April 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 10 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 \$307,653.

*Tornado expenses in Funds 145-147 were \$112,382.

*The semi-annual payment to Marshall County Landfill for \$55,104 was made.

*Property Tax Revenues of \$4,443,237 were received.

Budget Impact: N/A

Attachment: April 2019 Financial Statements

cc: Jessica Kinser, City Administrator



FUND BALANCE REPORT
AS OF 04/30/19

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,556,085.70	12,455,892.39	12,003,447.67	2,008,530.42
010 - CASH FLOW RESERVE FUND	2,086,100.92	205,100.12	-	2,291,201.04
030 - CAPITAL RESERVE	224,801.61	424,143.44	660,543.57	(11,598.52)
031 - CAPITAL RSRV-BLDG MAINT	440,029.28	7,096.94	162,419.65	284,706.57
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	2,938,903.11	1,599,770.97	5,873,342.68
112 - EMPLOYEE BENEFITS FUND	2,443,812.88	2,302,306.81	1,748,642.82	2,997,476.87
117 - POLICE/FIRE RETIREMENT	423,994.86	1,090,046.84	839,689.66	674,352.04
119 - EMERGENCY FUND	-	206,071.10	132,894.95	73,176.15
121 - LOCAL OPTION SALES TAX	4,084,222.31	2,751,996.31	2,161,274.59	4,674,944.03
125 - TAX INCREMENT FINANCING	500,738.78	828,977.18	284,551.72	1,045,164.24
130 - CITY TORT LIABILITY	71,645.60	42,821.16	26,544.32	87,922.44
132 - GRANTS-STATE/LOCAL AGENCIES	(5,261.13)	175,803.34	216,392.50	(45,850.29)
140 - PARK & REC DONATION FUND	67,724.68	34,521.18	10,194.46	92,051.40
141 - MTOWN TENNIS ASSOC	1,685.91	32.09	-	1,718.00
142 - SOFTBALL ASSOCIATION FUND	1,020.65	13,243.83	12,627.79	1,636.69
144 - LIVE HEALTHY IOWA	1,434.31	21.43	309.76	1,145.98
145 - TORNADO GENERAL	-	2,856,309.29	2,257,532.54	598,776.75
146 - FEMA VALOR	-	-	81,143.79	(81,143.79)
147 - FEMA DEMO	-	10,000.00	68,463.17	(58,463.17)
150 - COPS FAST GRANTS	(3,749.78)	40,381.61	44,402.80	(7,770.97)
151 - DEPT OF JUSTICE GRANTS	(685.68)	23,205.50	32,919.22	(10,399.40)
152 - POLICE UNDESIGNATED GRANTS	(3,264.76)	77,768.42	91,853.55	(17,349.89)
153 - POLICE DEPT DONATION FUND	151,172.19	58,410.89	117,004.76	92,578.32
155 - (D)POLICE PENSION - SPEC REV	-	-	-	-
156 - FIRE DEPT DONATION FUND	16,896.39	247.44	10,047.22	7,096.61
157 - FIRE DEPT GRANTS	4,608.45	87.88	-	4,696.33
160 - ECONOMIC DEVELOPMENT GIFT	50,000.17	953.42	-	50,953.59
161 - SURETY DEPOSITS/SUBDIVIDER	10,431.31	198.91	-	10,630.22
170 - LIBRARY DONATION FUND	97,429.97	29,122.31	24,106.61	102,445.67
177 - SEIZED ASSETS (POLICE)	40,445.23	15,600.68	16,445.79	39,600.12
179 - OTHER COMM AND ECON DEVELOPMENT	155,352.52	14,593.14	89,107.93	80,837.73
180 - HOUSING GRANTS	16,123.55	10,229.53	-	26,353.08
183 - FY 08 EDI (ECON DEV INCENTIVE)	(12,189.25)	-	640.00	(12,829.25)
184 - VOUCHERS - 002, 003	83,916.62	1,130,324.81	1,039,827.77	174,413.66
189 - #6 HUD LEAD GRANT	-	1,206.00	8,470.85	(7,264.85)
190 - 911 SURCHARGE	464.27	47,035.11	47,499.38	-
200 - GO BONDS DEBT FUND	86,909.39	2,586,974.27	415,485.50	2,258,398.16

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
300 - CIP COLLECTION FUND	169,223.58	518,533.13	388,566.11	299,190.60
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)	14,445.00	-	(24,083.95)
340 - BIKE PATH PROJECT FUND	(225,706.49)	60,901.42	262,071.82	(426,876.89)
341 - TREES FOREVER PROJECT	2,196.27	7,888.74	3,899.30	6,185.71
350 - GO BONDS CAPITAL PROJECTS	8,498.01	162.05	-	8,660.06
354 - POLICE & FIRE STATIONS	11,912,130.55	163,535.24	8,332,708.19	3,742,957.60
355 - 2015 GO BONDS (D&D)	112,035.15	489,283.85	6,823.96	594,495.04
356 - 2016 BONDS - STREET PROJECTS	-	12,532.40	12,532.40	-
357 - 2018 CY STREET PROJECTS	(14.91)	5,014.91	5,000.00	-
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	-	2,434,431.22	77,397.65	2,357,033.57
383 - COLISEUM REMODEL	-	365,012.75	12,474.11	352,538.64
392 - TIF DISTRICT III CAP PROJECTS	(8,017.10)	-	-	(8,017.10)
393 - TIF DISTRICT IV CAP PROJECTS	-	-	10,050.00	(10,050.00)
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	35.95	88,517.00	(88,481.05)
610 - WATER POLLUTION CONTROL	5,778.00	2,848,755.26	2,862,137.78	(7,604.52)
611 - WPCP REVENUE	10,296,770.66	6,961,616.82	2,918,616.93	14,339,770.55
612 - WPCP REVENUE BOND FUND	(31.52)	78,233.66	88,604.18	(10,402.04)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,020,098.91	16,965.86	-	1,037,064.77
616 - SANITARY SEWER REHAB PROJECT	-	-	5,304.00	(5,304.00)
617 - SANITARY SEWER NEW CONSTRUCTN	89,981.26	11,579.25	-	101,560.51
618 - TORNADO-WPCP	-	-	4,402.42	(4,402.42)
690 - TRANSIT OPERATING	126,125.70	924,226.67	1,069,741.49	(19,389.12)
740 - STORM SEWER UTILITY	1,891,776.85	1,179,687.36	367,018.30	2,704,445.91
741 - 2016 GO STORM WATER PROJ	1,561,196.20	27,900.51	168,258.57	1,420,838.14
742 - TORNADO - STORM/SEWER	-	-	4,140.06	(4,140.06)
750 - COMPOSTING FACILITY	181,573.75	47,160.65	44,712.19	184,022.21
751 - TORNADO - COMPOST	-	-	463,058.08	(463,058.08)
760 - P&R CONCESSIONS ENTERPRISE	(13,460.81)	21,967.27	28,665.45	(20,158.99)
881 - OCCUPATIONAL INSURANCE ESCROW	84,635.27	108,834.88	138,567.89	54,902.26
884 - GROUP HEALTH INSURANCE ESCROW	2,369,657.85	2,364,572.42	2,305,603.12	2,428,627.15
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,367.51	706.66	636.92	37,437.25
910 - POLICE PENSION - T & A	-	7,958.43	8,743.74	(785.31)
913 - 911 COMMISION	(26,445.05)	559,280.36	826,374.64	(293,539.33)
951 - SALES TAX REIMBURSEMENT	(2,113.56)	2,569.14	4,152.67	(3,697.09)
952 - SURETY BONDS/DEPOSITS	2,018.60	674.51	-	2,693.11
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
TOTAL	46,515,307.17	50,035,836.84	44,762,395.97	51,788,748.04

Account	Name	Ending Balance	Interest Rate
BalObject: 0111 - UB&T Operating			
999.0111.000	UB&T Operating	8,650,420.44	2.80
Total BalObject: 0111 - UB&T Operating:		8,650,420.44	
BalObject: 0112 - UB&T COLISEUM			
999.0112.000	UB&T COLISEUM	2,959.14	2.80
Total BalObject: 0112 - UB&T COLISEUM:		2,959.14	
BalObject: 0113 - UB&T Payroll			
999.0113.000	UB&T Payroll	41,658.59	2.80
Total BalObject: 0113 - UB&T Payroll:		41,658.59	
BalObject: 0114 - UB&T Dev Inspections			
999.0114.000	UB&T Dev Inspections	31,393.63	2.80
Total BalObject: 0114 - UB&T Dev Inspections:		31,393.63	
BalObject: 0115 - UB&T HUD Admin			
999.0115.000	UB&T HUD Admin	235,998.71	2.80
Total BalObject: 0115 - UB&T HUD Admin:		235,998.71	
BalObject: 0116 - UB&T HUD HAP			
999.0116.000	UB&T HUD HAP	64,929.66	2.80
Total BalObject: 0116 - UB&T HUD HAP:		64,929.66	
BalObject: 0117 - UB&T Police			
999.0117.000	UB&T Police	17,302.98	2.80
Total BalObject: 0117 - UB&T Police:		17,302.98	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
Total BalObject: 0120 - PETTY CASH:		400.00	
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 ADM			
885.0130.000	CASH HELD BY INSUR ADM	1.00	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADM:		1.00	
BalObject: 0216 - GREAT WESTERN BANK MM			
354.0216.000	GREAT WESTERN BANK MM	2,742,718.33	2.51
381.0216.000	GREAT WESTERN BANK MM	57,033.57	2.51
741.0216.000	GREAT WESTERN BANK MM	1,420,838.14	2.51
999.0216.000	GREAT WESTERN BANK MM	4,575,146.87	2.51
Total BalObject: 0216 - GREAT WESTERN BANK MM:		8,795,736.91	

BalObject: 0217 - GREAT WESTERN BANK MM #2			
999.0217.000	GREAT WESTERN BANK MM #2	5,066,965.11	2.51
Total BalObject: 0217 - GREAT WESTERN BANK MM #2:		5,066,965.11	
BalObject: 0225 - IPAIT CD (0-90 DYS)			
112.0225.000	IPAIT CD (0-90 DAYS)	1,000,239.27	2.40
121.0225.000	IPAIT CD (0-90 DAYS)	500,119.63	2.40
354.0225.000	IPAIT CD (0-90 DAYS)	1,000,239.27	2.40
999.0225.000	IPAIT CD (0-90 DAYS)	1,500,358.90	2.40
Total BalObject: 0225 - IPAIT CD (0-90 DYS):		4,000,957.07	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
121.0240.000	MIDWEST ONE CD (91-365 DAYS)	500,000.00	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)	1,500,000.00	2.65 -- 2.73
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)	4,000,000.00	2.67 -- 2.76
Total BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS):		9,300,000.00	
BalObject: 0245 - IPAIT CD (91-364 DAYS)			
010.0245.000	IPAIT CD (91-364 DAYS)	500,000.00	2.55
121.0245.000	IPAIT CD (91-364 DAYS)	500,000.00	2.55
611.0245.000	IPAIT CD (91-364 DAYS)	1,000,000.00	2.55
614.0245.000	IPAIT CD (91-364 DAYS)	1,000,000.00	2.55
740.0245.000	IPAIT CD (91-364 DAYS)	1,000,000.00	2.55
Total BalObject: 0245 - IPAIT CD (91-364 DAYS):		4,000,000.00	
BalObject: 0252 - GNB 365 INV			
010.0252.000	GNB CD (365 DAYS)	500,000.00	2.72
121.0252.000	GNB CD (365 DAYS)	500,000.00	2.72
999.0252.000	GNB CD (365 DAYS)	3,012,962.74	2.54 -- 2.82
Total BalObject: 0252 - GNB 365 INV:		4,012,962.74	
BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)			
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)	1,000,000.00	2.41 -- 2.52
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		2,000,000.00	
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)	506,679.45	2.65
121.0266.000	CENTRAL STATE BANK (365 DAYS)	506,166.85	2.46
999.0266.000	CENTRAL STATE BANK (365 DAYS)	2,026,187.53	2.46 -- 2.70
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		3,039,033.83	
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)	503,460.00	2.84
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	1,009,260.69	2.83 -- 2.84
Total BalObject: 0267 - FARMERS CD (> 1 YR):		2,012,720.69	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH	14,807.54	0.00
Total BalObject: 0999 POOLED CASH:		14,807.54	
TOTAL:		51,788,748.04	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 04/30/2019

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	2,711,539.27	12,661,241.80	12,455,892.39	-205,349.41	15,194,506.00
Expense	955,641.13	12,659,848.70	12,003,447.67	656,401.03	15,194,506.00
Total Fund: 001 - GENERAL FUND:	1,755,898.14	1,393.10	452,444.72	451,051.62	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	1,945.35	145,569.10	205,100.12	59,531.02	174,683.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	1,945.35	145,569.10	205,100.12	59,531.02	174,683.00
Fund: 030 - CAPITAL RESERVE					
Revenue	496.93	537,642.40	424,143.44	-113,498.96	645,429.00
Expense	35,464.32	537,310.90	660,543.57	-123,232.67	644,929.00
Total Fund: 030 - CAPITAL RESERVE:	-34,967.39	331.50	-236,400.13	-236,731.63	500.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	705.98	2,500.00	7,096.94	4,596.94	3,000.00
Expense	4,245.00	0.00	162,419.65	-162,419.65	0.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	-3,539.02	2,500.00	-155,322.71	-157,822.71	3,000.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	88,333.30	106,000.00	17,666.70	106,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	88,333.30	106,000.00	17,666.70	106,000.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	0.00	33,558.20	0.00	-33,558.20	40,270.00
Expense	0.00	33,552.00	0.00	33,552.00	40,270.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	0.00	6.20	0.00	-6.20	0.00
Fund: 110 - ROAD USE TAX					
Revenue	149,955.52	2,833,333.30	2,938,903.11	105,569.81	3,400,000.00
Expense	95,732.05	3,481,801.30	1,599,770.97	1,882,030.33	4,178,967.00
Total Fund: 110 - ROAD USE TAX:	54,223.47	-648,468.00	1,339,132.14	1,987,600.14	-778,967.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	820,689.65	2,178,233.20	2,302,306.81	124,073.61	2,613,880.00
Expense	0.00	2,109,504.00	1,748,642.82	360,861.18	2,531,406.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	820,689.65	68,729.20	553,663.99	484,934.79	82,474.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	387,766.44	1,019,448.20	1,090,046.84	70,598.64	1,223,338.00
Expense	0.00	991,967.60	839,689.66	152,277.94	1,190,365.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 04/30/2019

Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 117 - POLICE/FIRE RETIREMENT:	387,766.44	27,480.60	250,357.18	222,876.58	32,973.00
Fund: 119 - EMERGENCY FUND					
Revenue	73,176.15	193,734.90	206,071.10	12,336.20	232,482.00
Expense	0.00	193,735.00	132,894.95	60,840.05	232,482.00
Total Fund: 119 - EMERGENCY FUND:	73,176.15	-0.10	73,176.15	73,176.25	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	255,016.37	2,620,833.30	2,751,996.31	131,163.01	3,145,000.00
Expense	11,374.00	3,011,779.20	2,161,274.59	850,504.61	3,614,290.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	243,642.37	-390,945.90	590,721.72	981,667.62	-469,290.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	289,282.60	702,207.40	828,977.18	126,769.78	842,649.00
Expense	8,615.00	703,499.80	284,551.72	418,948.08	844,200.00
Total Fund: 125 - TAX INCREMENT FINANCING:	280,667.60	-1,292.40	544,425.46	545,717.86	-1,551.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	6,495.69	833.30	42,821.16	41,987.86	1,000.00
Expense	9,241.25	12,499.90	26,544.32	-14,044.42	15,000.00
Total Fund: 130 - CITY TORT LIABILITY:	-2,745.56	-11,666.60	16,276.84	27,943.44	-14,000.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	166.60	175,803.34	175,636.74	200.00
Expense	28,000.00	0.00	216,392.50	-216,392.50	0.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-28,000.00	166.60	-40,589.16	-40,755.76	200.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	13,644.46	4,833.30	34,521.18	29,687.88	5,800.00
Expense	69.95	4,083.20	10,194.46	-6,111.26	4,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	13,574.51	750.10	24,326.72	23,576.62	900.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	4.26	0.00	32.09	32.09	0.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	4.26	0.00	32.09	32.09	0.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	4.06	24,433.50	13,243.83	-11,189.67	29,332.00
Expense	190.45	24,419.90	12,627.79	11,792.11	29,332.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-186.39	13.60	616.04	602.44	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	2.84	5,333.30	21.43	-5,311.87	6,400.00
Expense	0.00	6,291.70	309.76	5,981.94	7,551.00
Total Fund: 144 - LIVE HEALTHY IOWA :	2.84	-958.40	-288.33	670.07	-1,151.00
Fund: 145 - TORNADO GENERAL					
Revenue	0.00	0.00	2,856,309.29	2,856,309.29	0.00
Expense	106,429.93	0.00	2,257,532.54	-2,257,532.54	0.00

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Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	-106,429.93	0.00	598,776.75	598,776.75	0.00
Fund: 146 - FEMA VALOR					
Expense	5,717.22	0.00	81,143.79	-81,143.79	0.00
Total Fund: 146 - FEMA VALOR:	5,717.22	0.00	81,143.79	-81,143.79	0.00
Fund: 147 - FEMA DEMO					
Revenue	0.00	0.00	10,000.00	10,000.00	0.00
Expense	241.20	0.00	68,463.17	-68,463.17	0.00
Total Fund: 147 - FEMA DEMO:	-241.20	0.00	-58,463.17	-58,463.17	0.00
Fund: 150 - COPS FAST GRANTS					
Revenue	3,893.90	41,151.80	40,381.61	-770.19	49,402.00
Expense	7,757.70	41,151.60	44,402.80	-3,251.20	49,402.00
Total Fund: 150 - COPS FAST GRANTS:	-3,863.80	0.20	-4,021.19	-4,021.39	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	19,166.60	23,205.50	4,038.90	23,000.00
Expense	10,382.50	19,166.60	32,919.22	-13,752.62	23,000.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-10,382.50	0.00	-9,713.72	-9,713.72	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	19,009.44	76,263.60	77,768.42	1,504.82	91,553.00
Expense	10,714.96	76,271.70	91,853.55	-15,581.85	91,553.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	8,294.48	-8.10	-14,085.13	-14,077.03	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	1,666.81	2,249.90	58,410.89	56,160.99	2,700.00
Expense	2,139.09	7,872.70	117,004.76	-109,132.06	9,450.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	-472.28	-5,622.80	-58,593.87	-52,971.07	-6,750.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	17.60	4,166.60	247.44	-3,919.16	5,000.00
Expense	0.00	4,166.60	10,047.22	-5,880.62	5,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	17.60	0.00	-9,799.78	-9,799.78	0.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	11.65	0.00	87.88	87.88	0.00
Total Fund: 157 - FIRE DEPT GRANTS:	11.65	0.00	87.88	87.88	0.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	126.35	291.60	953.42	661.82	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	126.35	291.60	953.42	661.82	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	26.36	58.30	198.91	140.61	70.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	26.36	58.30	198.91	140.61	70.00

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Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 170 - LIBRARY DONATION FUND					
Revenue	4,137.93	17,187.40	29,122.31	11,934.91	20,625.00
Expense	2,392.08	27,166.50	24,106.61	3,059.89	32,600.00
Total Fund: 170 - LIBRARY DONATION FUND:	1,745.85	-9,979.10	5,015.70	14,994.80	-11,975.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	876.05	3,019.80	15,600.68	12,580.88	3,625.00
Expense	6,251.30	2,499.90	16,445.79	-13,945.89	3,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-5,375.25	519.90	-845.11	-1,365.01	625.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	200.45	0.00	14,593.14	14,593.14	0.00
Expense	43,256.44	63,804.40	89,107.93	-25,303.53	76,582.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	-43,055.99	-63,804.40	-74,514.79	-10,710.39	-76,582.00
Fund: 180 - HOUSING GRANTS					
Revenue	65.35	0.00	10,229.53	10,229.53	0.00
Expense	0.00	1,724.70	0.00	1,724.70	2,070.00
Total Fund: 180 - HOUSING GRANTS:	65.35	-1,724.70	10,229.53	11,954.23	-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	110,259.98	1,143,857.90	1,130,324.81	-13,533.09	1,372,630.00
Expense	91,996.74	1,203,384.10	1,039,827.77	163,556.33	1,444,155.00
Total Fund: 184 - VOUCHERS - 002, 003:	18,263.24	-59,526.20	90,497.04	150,023.24	-71,525.00
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	1,206.00	0.00	1,206.00	1,206.00	0.00
Expense	8,090.85	0.00	8,470.85	-8,470.85	0.00
Total Fund: 189 - #6 HUD LEAD GRANT:	-6,884.85	0.00	-7,264.85	-7,264.85	0.00
Fund: 190 - 911 SURCHARGE					
Revenue	0.00	0.00	47,035.11	47,035.11	0.00
Expense	0.00	0.00	47,499.38	-47,499.38	0.00
Total Fund: 190 - 911 SURCHARGE:	0.00	0.00	-464.27	-464.27	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	242,562.43	3,474,584.70	2,586,974.27	-887,610.43	4,169,648.00
Expense	0.00	3,427,733.20	415,485.50	3,012,247.70	4,113,282.00
Total Fund: 200 - GO BONDS DEBT FUND:	242,562.43	46,851.50	2,171,488.77	2,124,637.27	56,366.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	183,682.70	486,421.50	518,533.13	32,111.63	583,706.00
Expense	0.00	625,774.10	388,566.11	237,207.99	750,929.00
Total Fund: 300 - CIP COLLECTION FUND:	183,682.70	-139,352.60	129,967.02	269,319.62	-167,223.00

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Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	416,666.60	92,578.80	-324,087.80	500,000.00
Expense	0.00	416,666.60	25,594.54	391,072.06	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	0.00	37,500.00	124,986.90	87,486.90	45,000.00
Expense	0.00	37,500.00	23,767.15	13,732.85	45,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	0.00	0.00	101,219.75	101,219.75	0.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	112.00	8,333.20	14,445.00	6,111.80	10,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	112.00	8,333.20	14,445.00	6,111.80	10,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	0.00	60,901.42	60,901.42	0.00
Expense	1,218.40	0.00	262,071.82	-262,071.82	0.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-1,218.40	0.00	-201,170.40	-201,170.40	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	2,355.34	2,500.00	7,888.74	5,388.74	3,000.00
Expense	899.80	2,500.00	3,899.30	-1,399.30	3,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	1,455.54	0.00	3,989.44	3,989.44	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	21.47	0.00	162.05	162.05	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	21.47	0.00	162.05	162.05	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	12,290.86	16,660.00	163,535.24	146,875.24	20,000.00
Expense	307,652.77	5,616,091.40	8,332,708.19	-2,716,616.79	6,742,000.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-295,361.91	-5,599,431.40	-8,169,172.95	-2,569,741.55	-6,722,000.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	1,474.15	416.60	489,283.85	488,867.25	500.00
Expense	2,800.11	41,666.60	6,823.96	34,842.64	50,000.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-1,325.96	-41,250.00	482,459.89	523,709.89	-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	833,000.00	5,014.91	-827,985.09	1,000,000.00

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Expense	0.00	833,000.00	5,000.00	828,000.00	1,000,000.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	0.00	14.91	14.91	0.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	116.27	0.00	2,434,431.22	2,434,431.22	0.00
Expense	9,914.90	0.00	77,397.65	-77,397.65	0.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-9,798.63	0.00	2,357,033.57	2,357,033.57	0.00
Fund: 383 - COLISEUM REMODEL					
Revenue	2,024.18	0.00	365,012.75	365,012.75	0.00
Expense	42.11	0.00	12,474.11	-12,474.11	0.00
Total Fund: 383 - COLISEUM REMODEL:	1,982.07	0.00	352,538.64	352,538.64	0.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	0.00	20.80	0.00	-20.80	25.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	0.00	20.80	0.00	-20.80	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Revenue	0.00	135,987.20	0.00	-135,987.20	163,250.00
Expense	0.00	135,987.20	10,050.00	125,937.20	163,250.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	0.00	-10,050.00	-10,050.00	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	393,004.80	0.00	2,848,755.26	2,848,755.26	0.00
Expense	403,292.46	5,464,867.80	2,862,137.78	2,602,730.02	6,558,474.00
Total Fund: 610 - WATER POLLUTION CONTROL:	-10,287.66	-5,464,867.80	-13,382.52	5,451,485.28	-6,558,474.00
Fund: 611 - WPCP REVENUE					
Revenue	417,974.12	6,152,412.90	6,961,616.82	809,203.92	7,382,896.00
Expense	393,004.80	0.00	2,918,616.93	-2,918,616.93	0.00
Total Fund: 611 - WPCP REVENUE:	24,969.32	6,152,412.90	4,042,999.89	-2,109,413.01	7,382,896.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	0.00	78,233.66	78,233.66	0.00
Expense	10,370.52	0.00	88,604.18	-88,604.18	0.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-10,370.52	0.00	-10,370.52	-10,370.52	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	91.91	4,166.60	16,965.86	12,799.26	5,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	91.91	4,166.60	16,965.86	12,799.26	5,000.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	2,766,666.60	0.00	-2,766,666.60	3,320,000.00
Expense	5,304.00	2,249,133.30	5,304.00	2,243,829.30	2,700,000.00

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Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	-5,304.00	517,533.30	-5,304.00	-522,837.30	620,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	4,210.00	11,666.60	11,579.25	-87.35	14,000.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	4,210.00	11,666.60	11,579.25	-87.35	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	21,606.19	919,773.80	924,226.67	4,452.87	1,103,881.00
Expense	77,458.99	966,971.90	1,069,741.49	-102,769.59	1,160,585.00
Total Fund: 690 - TRANSIT OPERATING:	-55,852.80	-47,198.10	-145,514.82	-98,316.72	-56,704.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	104,237.84	1,239,166.60	1,179,687.36	-59,479.24	1,487,000.00
Expense	42,105.51	677,891.30	367,018.30	310,873.00	813,631.00
Total Fund: 740 - STORM SEWER UTILITY:	62,132.33	561,275.30	812,669.06	251,393.76	673,369.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	2,896.53	1,877,500.00	27,900.51	-1,849,599.49	2,253,000.00
Expense	10,247.30	1,336,965.00	168,258.57	1,168,706.43	1,605,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-7,350.77	540,535.00	-140,358.06	-680,893.06	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	10,501.82	57,423.90	47,160.65	-10,263.25	68,909.00
Expense	4,541.15	176,377.60	44,712.19	131,665.41	211,677.00
Total Fund: 750 - COMPOSTING FACILITY:	5,960.67	-118,953.70	2,448.46	121,402.16	-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	601.54	31,666.60	21,967.27	-9,699.33	38,000.00
Expense	316.35	34,013.90	28,665.45	5,348.45	40,825.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	285.19	-2,347.30	-6,698.18	-4,350.88	-2,825.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,293.37	0.00	108,834.88	108,834.88	0.00
Expense	14,549.98	0.00	138,567.89	-138,567.89	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	-4,256.61	0.00	-29,733.01	-29,733.01	0.00

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Account Typ...	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	247,217.87	0.00	2,364,572.42	2,364,572.42	0.00
Expense	181,864.46	0.00	2,305,603.12	-2,305,603.12	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	65,353.41	0.00	58,969.30	58,969.30	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	92.83	0.00	706.66	706.66	0.00
Expense	0.00	0.00	636.92	-636.92	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	92.83	0.00	69.74	69.74	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	0.00	0.00	7,958.43	7,958.43	0.00
Expense	785.31	0.00	8,743.74	-8,743.74	0.00
Total Fund: 910 - POLICE PENSION - T & A:	-785.31	0.00	-785.31	-785.31	0.00
Fund: 913 - 911 COMMISION					
Revenue	0.00	0.00	559,280.36	559,280.36	0.00
Expense	72,013.23	0.00	826,374.64	-826,374.64	0.00
Total Fund: 913 - 911 COMMISION:	-72,013.23	0.00	-267,094.28	-267,094.28	0.00
Report Total:	3,527,266.35	-4,428,459.10	5,274,349.89	9,702,808.99	-5,321,924.00

Fund Summary

Fund	April Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	1,755,898.14	1,393.10	452,444.72	451,051.62	0.00
010 - CASH FLOW RESERVE FUND	1,945.35	145,569.10	205,100.12	59,531.02	174,683.00
030 - CAPITAL RESERVE	-34,967.39	331.50	-236,400.13	-236,731.63	500.00
031 - CAPITAL RSRV-BLDG MAINT	-3,539.02	2,500.00	-155,322.71	-157,822.71	3,000.00
032 - CIP LARGE VEHICLE/EQUIPMI	0.00	88,333.30	106,000.00	17,666.70	106,000.00
050 - COLISEUM ACTIVITY FUND	0.00	6.20	0.00	-6.20	0.00
110 - ROAD USE TAX	54,223.47	-648,468.00	1,339,132.14	1,987,600.14	-778,967.00
112 - EMPLOYEE BENEFITS FUND	820,689.65	68,729.20	553,663.99	484,934.79	82,474.00
117 - POLICE/FIRE RETIREMENT	387,766.44	27,480.60	250,357.18	222,876.58	32,973.00
119 - EMERGENCY FUND	73,176.15	-0.10	73,176.15	73,176.25	0.00
121 - LOCAL OPTION SALES TAX	243,642.37	-390,945.90	590,721.72	981,667.62	-469,290.00
125 - TAX INCREMENT FINANCING	280,667.60	-1,292.40	544,425.46	545,717.86	-1,551.00
130 - CITY TORT LIABILITY	-2,745.56	-11,666.60	16,276.84	27,943.44	-14,000.00
132 - GRANTS-STATE/LOCAL AGEN	-28,000.00	166.60	-40,589.16	-40,755.76	200.00
140 - PARK & REC DONATION FUNI	13,574.51	750.10	24,326.72	23,576.62	900.00
141 - MTOWN TENNIS ASSOC	4.26	0.00	32.09	32.09	0.00
142 - SOFTBALL ASSOCIATION FUN	-186.39	13.60	616.04	602.44	0.00
144 - LIVE HEALTHY IOWA	2.84	-958.40	-288.33	670.07	-1,151.00
145 - TORNADO GENERAL	-106,429.93	0.00	598,776.75	598,776.75	0.00
146 - FEMA VALOR	-5,717.22	0.00	-81,143.79	-81,143.79	0.00
147 - FEMA DEMO	-241.20	0.00	-58,463.17	-58,463.17	0.00
150 - COPS FAST GRANTS	-3,863.80	0.20	-4,021.19	-4,021.39	0.00
151 - DEPT OF JUSTICE GRANTS	-10,382.50	0.00	-9,713.72	-9,713.72	0.00
152 - POLICE UNDESIGNATED GRAI	8,294.48	-8.10	-14,085.13	-14,077.03	0.00
153 - POLICE DEPT DONATION FUN	-472.28	-5,622.80	-58,593.87	-52,971.07	-6,750.00
156 - FIRE DEPT DONATION FUND	17.60	0.00	-9,799.78	-9,799.78	0.00
157 - FIRE DEPT GRANTS	11.65	0.00	87.88	87.88	0.00
160 - ECONOMIC DEVELOPMENT G	126.35	291.60	953.42	661.82	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	26.36	58.30	198.91	140.61	70.00
170 - LIBRARY DONATION FUND	1,745.85	-9,979.10	5,015.70	14,994.80	-11,975.00
177 - SEIZED ASSETS (POLICE)	-5,375.25	519.90	-845.11	-1,365.01	625.00
179 - OTHER COMM AND ECON DE	-43,055.99	-63,804.40	-74,514.79	-10,710.39	-76,582.00
180 - HOUSING GRANTS	65.35	-1,724.70	10,229.53	11,954.23	-2,070.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	0.00	-640.00	-640.00	0.00
184 - VOUCHERS - 002, 003	18,263.24	-59,526.20	90,497.04	150,023.24	-71,525.00
189 - #6 HUD LEAD GRANT	-6,884.85	0.00	-7,264.85	-7,264.85	0.00
190 - 911 SURCHARGE	0.00	0.00	-464.27	-464.27	0.00
200 - GO BONDS DEBT FUND	242,562.43	46,851.50	2,171,488.77	2,124,637.27	56,366.00
300 - CIP COLLECTION FUND	183,682.70	-139,352.60	129,967.02	269,319.62	-167,223.00
310 - FEDERAL STREET GRANTS	0.00	0.00	66,984.26	66,984.26	0.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 04/30/2019

311 - RISE STREET GRANTS	0.00	0.00	98,178.29	98,178.29	0.00
312 - AIRPORT PROJECT FUND	0.00	0.00	101,219.75	101,219.75	0.00
320 - SPECIAL ASSESSMENT PROJEC	112.00	8,333.20	14,445.00	6,111.80	10,000.00
340 - BIKE PATH PROJECT FUND	-1,218.40	0.00	-201,170.40	-201,170.40	0.00
341 - TREES FOREVER PROJECT	1,455.54	0.00	3,989.44	3,989.44	0.00
350 - GO BONDS CAPITAL PROJECT	21.47	0.00	162.05	162.05	0.00
354 - POLICE & FIRE STATIONS	-295,361.91	-5,599,431.40	-8,169,172.95	-2,569,741.55	-6,722,000.00
355 - 2015 GO BONDS (D&D)	-1,325.96	-41,250.00	482,459.89	523,709.89	-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	14.91	14.91	0.00
381 - 2019 CY STREET, SIDEWALK, P.	-9,798.63	0.00	2,357,033.57	2,357,033.57	0.00
383 - COLISEUM REMODEL	1,982.07	0.00	352,538.64	352,538.64	0.00
392 - TIF DISTRICT III CAP PROJECT	0.00	20.80	0.00	-20.80	25.00
393 - TIF DISTRICT IV CAP PROJECT	0.00	0.00	-10,050.00	-10,050.00	0.00
395 - ECONOMIC DEVELOPMENT P	0.00	0.00	-88,481.05	-88,481.05	0.00
610 - WATER POLLUTION CONTROL	-10,287.66	-5,464,867.80	-13,382.52	5,451,485.28	-6,558,474.00
611 - WPCP REVENUE	24,969.32	6,152,412.90	4,042,999.89	-2,109,413.01	7,382,896.00
612 - WPCP REVENUE BOND FUND	-10,370.52	0.00	-10,370.52	-10,370.52	0.00
614 - WPCP CAPITAL IMPROVEMENT	91.91	4,166.60	16,965.86	12,799.26	5,000.00
616 - SANITARY SEWER REHAB PRC	-5,304.00	517,533.30	-5,304.00	-522,837.30	620,000.00
617 - SANITARY SEWER NEW CONS	4,210.00	11,666.60	11,579.25	-87.35	14,000.00
618 - TORNADO-WPCP	0.00	0.00	-4,402.42	-4,402.42	0.00
690 - TRANSIT OPERATING	-55,852.80	-47,198.10	-145,514.82	-98,316.72	-56,704.00
740 - STORM SEWER UTILITY	62,132.33	561,275.30	812,669.06	251,393.76	673,369.00
741 - 2016 GO STORM WATER PRC	-7,350.77	540,535.00	-140,358.06	-680,893.06	648,000.00
742 - TORNADO - STORM/SEWER	0.00	0.00	-4,140.06	-4,140.06	0.00
750 - COMPOSTING FACILITY	5,960.67	-118,953.70	2,448.46	121,402.16	-142,768.00
751 - TORNADO - COMPOST	0.00	0.00	-463,058.08	-463,058.08	0.00
760 - P&R CONCESSIONS ENTERPR	285.19	-2,347.30	-6,698.18	-4,350.88	-2,825.00
881 - OCCUPATIONAL INSURANCE	-4,256.61	0.00	-29,733.01	-29,733.01	0.00
884 - GROUP HEALTH INSURANCE I	65,353.41	0.00	58,969.30	58,969.30	0.00
886 - WORKMAN'S COMP DEDUCT	92.83	0.00	69.74	69.74	0.00
910 - POLICE PENSION - T & A	-785.31	0.00	-785.31	-785.31	0.00
913 - 911 COMMISSION	-72,013.23	0.00	-267,094.28	-267,094.28	0.00
Report Total:	3,527,266.35	-4,428,459.10	5,274,349.89	9,702,808.99	-5,321,924.00

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 7 E LINCOLN STREET, MARSHALLTOWN, IOWA 50158 BEING
LEAD ABATEMENT PROJECT NO. 53516071**

WHEREAS the owners of a property located at 7 E Lincoln Street, Marshalltown, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

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

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2017-00000817 in the records of Marshall County, Iowa; and

WHEREAS the owner of said property wishes to refinance the property in order to put change the loan into a family member's name due to the passing of the original loan recipient, which refinancing requires the city's liens to be subordinated to the new mortgage agreement; and

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

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

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

Section 2. The attached Subordination Agreement, shall be for real property located at 7 E Lincoln Street, Marshalltown, Iowa described as follows:

The West 69 feet of Lot 6 and the West 69 feet of the North one-half of Lot 5, Block 2, Webster's Second Addition to the Town of North Marshall, Marshall County, Iowa.

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

Passed this _____ day of _____ 2019, and signed this _____ day of _____ 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Olivia Sanchez, Raul Hernandez and Fatima Hernandez are the owners of the following described premises:

The West 69 feet of Lot 6 and the West 69 feet of the North one-half of Lot 5, Block 2, Webster's Second Addition to the Town of North Marshall, Marshall County, Iowa.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2017-00000817 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

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

WHEREAS Pinnacle Bank has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Pinnacle Bank; and

The City of Marshalltown further acknowledges the mortgage of Pinnacle Bank as a first and prior lien upon said premises, not to exceed \$57,000.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of Pinnacle Bank and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

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

_____, Notary Public

My commission expires:

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: May 28, 2019

RE: Subordination agreement for forgivable loan provided for property located at
7 E Lincoln Street, Marshalltown, Iowa 50158

The owner of a property located at **7 E Lincoln Street, Marshalltown, Iowa 50158** participated in the City of Marshalltown Lead Hazard Control Program wherein he received assistance to eliminate lead hazards in his property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 33 1/3 % each year after the completion of lead hazard control assistance until the end of the third year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owner of the property listed above has approached his lending institution with a request to refinance his mortgage to change the loan to a family member following the passing of a family member. The Amount that will be refinanced is \$57,000. The appraised value of the property is \$104,000. Originally \$13,950 in grant funds were used in the remediation of lead hazards with \$4,650.60 (33 1/3%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for June 10, 2019.

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

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

Property Address:	7 E Lincoln St. Marshalltown, IA 50158
Date of Completion:	02/10/17
Current Mortgage Amount:	\$54,000
Original Lien Amount:	\$13,950
% of Lien Forgiven:	66 2/3%
Remaining Balance on Lien:	\$4,650
New Mortgage Amount:	\$57,000
Appraised Value:	\$104,000
Lien plus New Mortgage:	\$61,650
Difference:	\$42,350
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.	

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

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 7 E LINCOLN STREET, MARSHALLTOWN, IOWA 50158, LEAD ABATEMENT
PROJECT 53516071**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 28th day of May 2019, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 7 E Lincoln Street, Marshalltown, Iowa, property hereinafter described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2017-00000817 in the records of Marshall County, Iowa so the property owner may refinance the mortgage into a family member's name.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 28th day of May 2019, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

The West 69 feet of Lot 6 and the West 69 feet of the North one-half of Lot 5, Block 2, Webster's Second Addition to the Town of North Marshall, Marshall County, Iowa.

is hereby approved and adopted..

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

Passed this _____ day of _____ 2019, and signed this _____ day of _____ 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MINUTES TO ADOPT RESOLUTION
CONSENTING TO ASSIGNMENT OF
TRUSTEE AGENT AGREEMENTS;
ESCROW AGENT AGREEMENTS;
AND/OR PAYING AGENT AND
REGISTRAR AND TRANSFER AGENT
AGREEMENTS

Marshalltown, Iowa

_____, 2019

The City Council of the City of Marshalltown, Iowa, met on _____, 2019, at _____ o'clock __.m., at the _____, Marshalltown, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2019-114

RESOLUTION CONSENTING TO ASSIGNMENT OF TRUSTEE AGENT AGREEMENTS; ESCROW AGENT AGREEMENTS; AND/OR PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENTS

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”), has adopted certain resolutions (the “Resolutions”) duly authorizing and providing for the issuance of certain bonds, notes or other obligations (collectively, the “Outstanding Obligations”); and

WHEREAS, pursuant to the Resolutions, the City appointed Bankers Trust Company, Des Moines, Iowa (“Bankers Trust”), as the registrar and paying agent for the Outstanding Obligations and approved the execution of Paying Agent and Registrar and Transfer Agent Agreements with Bankers Trust with respect to the Outstanding Obligations; and

WHEREAS, in connection with the issuance of certain Outstanding Obligations, the City may have also entered into certain Trustee Agent Agreements and/or Escrow Agent Agreements with Bankers Trust; and

WHEREAS, UMB Bank, n.a. (“UMB”) will acquire the corporate trust business of Bankers Trust, and any existing Trustee Agent Agreements; Escrow Agent Agreements; and Paying Agent and Registrar and Transfer Agent Agreements (collectively, such Agreements are hereinafter referred to as the “Agreements”) between the City and Bankers Trust will be assigned by Bankers Trust to UMB; and

WHEREAS, Bankers Trust and UMB have requested that the City consent to the assignment of the Agreements;

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

Section 1. The City hereby consents to the assignment of the Agreements from Bankers Trust to UMB. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to carry out the assignment of the Agreements, including the “Acknowledgment to Assignment” that has been prepared by Bankers Trust and presented to the City.

Section 2. The effective date of the assignment of the Agreements shall be as set forth in the Acknowledgment to Assignment.

Section 3. To the extent that the City has continuing disclosure requirements pursuant to Rule 15c2-12 of the Securities Exchange Act relative to the Outstanding Obligations, the City will cause a notice of the assignment of the Agreements to be posted on the MSRB Electronic Municipal Market Access (EMMA).

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved _____, 2019.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to adopting a resolution consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk

PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☐ PROFIT

☒ NON-PROFIT

☐ INDIVIDUAL

ACTIVITY NAME: Marshalltown Art Festival
SPONSOR NAME: Marshall County Arts & Culture Alliance
EMAIL: director@artsandculturealliance.org
ADDRESS: PO BOX 386 Marshalltown
CONTACT NAME: Amber Danielson
CONTACT PHONE: 641-751-1329
DESCRIBE EVENT: Annual Art Festival, food, artists, kids activities, entertainment, and more!

ACTIVITY DATE 7/20/19
EVENT START TIME 10am
EVENT END TIME: 5pm
BARRICADES NEEDED: ☒ YES ☐ NO
STREET(S) BLOCKED: ☒ YES ☐ NO
BARRICADE BEGIN TIME: 5am
BARRICADE END TIME: 7pm
CONTACT PARKS & REC FOR PARK
FACILITY OR TRAIL PERMIT 641-754-5715

**ATTACH SKETCH SHOWING
DESIRED TRAFFIC CONTROL**

DEPARTMENT REVIEW: COST:

DEPARTMENTAL REQUIREMENTS:

POLICE	\$
APPV BY:	
FIRE	\$
APPV BY:	
PARKS	\$
APPV BY:	
PUBLIC WORKS	\$
APPV BY:	

2 Police Officers on site during the event to monitor alcohol use
Trash Cans and Picnic Tables from Parks and Rec — Qty 20/16 tables
Barricades to block streets — 13 barricade
Cones to reserve parking — 40 cones

TOTAL DEPARTMENT COST: \$

**REFUNDABLE PERMIT FEE: \$ 100.00

ALCOHOL IN PUBLIC AREA: \$ 100.00

TOTAL PERMIT COST: \$

*paid for
in 2018*

Agreement: The applicant hereby states that he/she is authorized to represent the above named organization and agrees to accept responsibility for payment of repair of any damages to public or private property that may be incurred due to the applicant's activities under this permit. Any amount the permit fee is in excess of the damage cost shall be refunded to the applicant. The applicant also agrees that the regulations stated herewith shall govern activities under this permit.

Dogs are prohibited at most public events and event sponsors are responsible for noting on all advertising that the event is a dog-free event if attendance is expected to exceed 100 persons.

****If permit requirements are not met, including advertisement of a dog-free event, the deposit will not be returned.****

SIGNED BY APPLICANT

5/13/19

APPLICATION DATE

5/13/19

BARRICADE GUIDELINE: When a street is closed, traffic patterns should be the main consideration in determining barricade placement to avoid creating a dead-end trap by placing barricades at the end of the block. A barricade should be placed at the entrance of the block in the inbound lane so drivers have notice of the street being closed. Alleys shall not be considered outlets for through traffic. The single barricade at the entry to the closed block still allows vehicles to exit the block or drive around the barricade to enter for the purpose of parking. Following this guideline lessens the need for police or volunteer traffic control and avoids frustration to the public in either coming to the event or traveling through the area.

APPROVED DATE:

APPROVED BY: (CITY CLERK)

LIC#

Updated: April 2010

(See reverse side for regulations governing activities using public property)

Dog Ordinance Compliant Advertising Language:

"NO DOGS ALLOWED AT THIS EVENT BY ORDER OF THE CITY OF MARSHALLTOWN"



The City of Marshalltown, Iowa
24 North Center Street
Marshalltown IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717
City Clerk
clerk@marshalltown-ia.gov

<u>Important Dates to remember:</u>	
Deadline for Packet, return to clerk's office by noon on Wednesday:	5/22/19
Attend Council meeting, 2 nd Floor, 10 W State Street, Monday 5:30 PM :	5/28/19 @noon

Please bring this checklist with you when you bring your application packet to the City Clerk for review.

MEMO

TO: Alcohol License Applicants
FROM: Marshalltown City Clerk

→ Same plan as 2018 Festival

The Council approves all liquor licenses prior to state approval. The City Council meets on the 2nd and 4th Mondays of the month. Agendas are finalized on Thursdays prior to the meeting. **Applications must be complete and inspections passed prior to being placed on the Council Agenda.**

It is your responsibility to contact the Fire Station (641-754-5751) to arrange for your fire inspection. Delays are possible due to the response time needed for corrections. Please allow 30 days.

NEW APPLICATION CRITERIA:

- ✓ 1 Completed notarized application using the State's website. BW-V-86362
- ✓ 2 Payment for license – via the State's website. No exceptions.
- ✓ 3 Completed DCI background check (for new applicants only – individuals – one for each owner and spouse, even if spouse has 0% interest; corporations - for each officer) – 515-725-6066 – DCI Records and Identification Bureau.
- ✓ 4 Floor plan with dimensions – white paper 8 ½ x 11. Sketch to show all floors where alcoholic beverages will be sold, served, consumed and stored, placement of at least two bathrooms, tables seating at least 25 people, indicate alcohol serving locations inside the premises, include all entrances and exits. Only one bathroom required for off-premise. Submitted to clerk.
- ✓ 5 Outdoor Service diagram with dimensions - white paper 8 ½ x 11 – must have a designated area and be connected to the premises. There must be an entrance directly into the outdoor service area and the outdoor service area must be shown on the sketch and labeled as such. Submitted to clerk.
- ✓ 6 Trade Name Filing (Marshall County Records Office 754-6355) Submitted to clerk. Corporations are exempt from this requirement
Marshall County Arts & Culture Alliance

city property + county parking lot (Gallen Garden)

7 Copy of lease or sales agreement for the license location – Warranty Deed, or a Real Estate Contract (Final Sales Contract). Purchase Agreements are not acceptable. A signed Warranty may be submitted, as long as the buyer is the applicant. Alternately, a Real Estate Contract (Final Sales Contract) may be submitted. The buyer must be the applicant. If buyer is not the applicant, a lease agreement is required. The possession date must be on or before the effective date of the license. The Final Sales Contract must be signed by the Seller and the buyer. If the agreement refers to a percentage of sales greater than 9.9%, the lease will have to read “excluding alcoholic beverages”. Anyone receiving 10% or more of the liquor profits must be listed as an owner on the liquor application. Submitted to clerk.

8 **Dram Insurance** – insurance agent to submit via the state’s website. Required for on premise consumption.

9 **Payment of all city fees and permits.** No new or renewal licenses are issued if there are amounts due the city.

payment from 2018

10 Compliance with Fire Code, determined by Fire Department inspection. Due to the nature of the inspection and response time needed for corrections, the Fire Department requests at least thirty days notice.

11 **City Council approval**

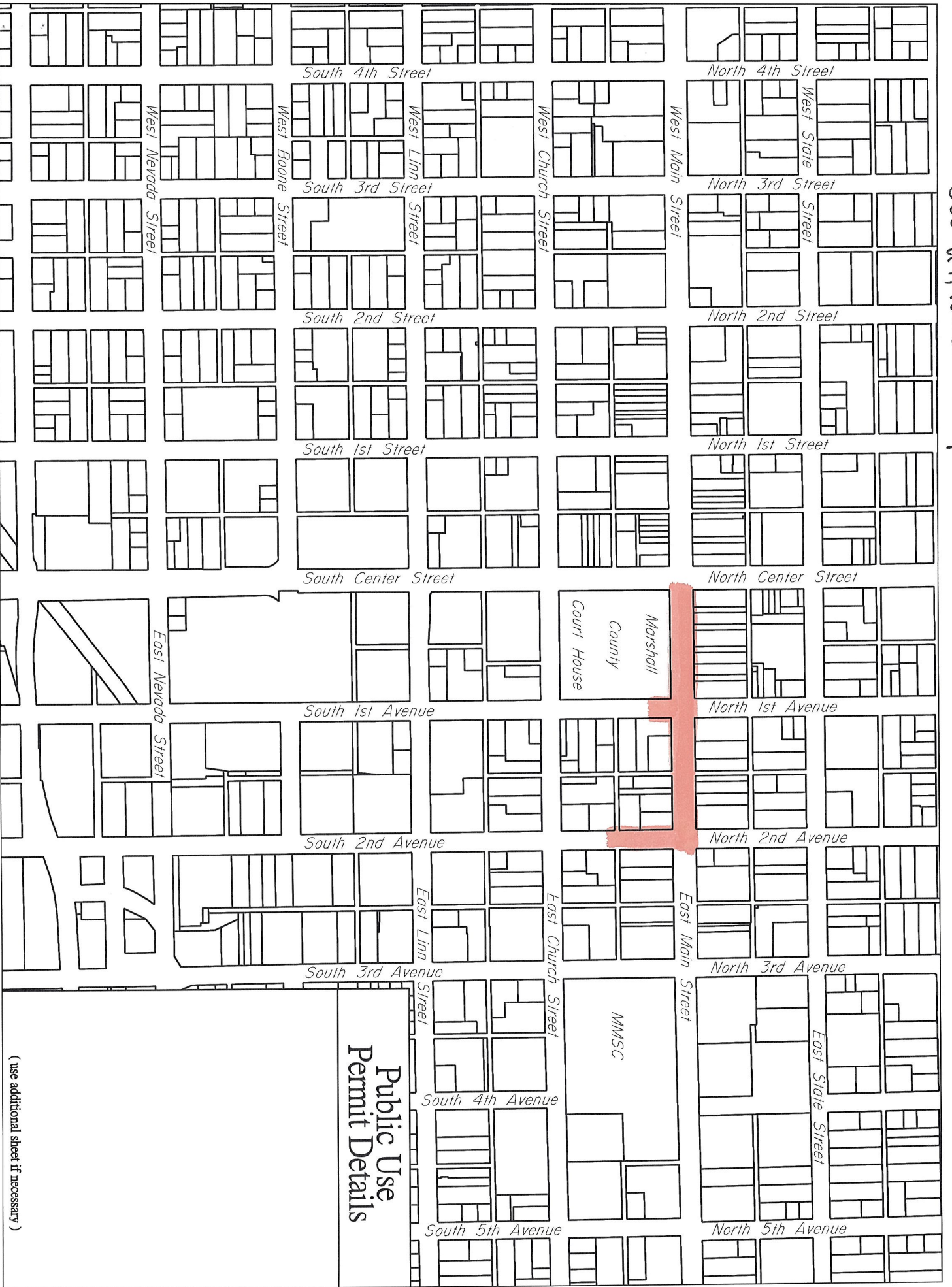
12 **Alcoholic Beverages Division** (State of Iowa) approval

RENEWAL APPLICATION CRITERIA:

- 1 Completed application via the state’s website, with payment made on-line.
- 2 Payment of all city fees and permits. No new or renewal licenses are issued if there are amounts due the city.
- 3 Floor plan if changed
- 4 Outdoor sales diagram with dimensions
- 5 If on premise consumption, **Dram Insurance** Certificate submitted via the state’s website.
- 6 Compliance with Fire Code, determined by Fire Department inspection. Due to the nature of the inspection and response time needed for corrections, the Fire Department requests at least thirty days notice.
- 7 City Council approval
- 8 Alcoholic Beverages Division (State of Iowa) approval

If you have any questions, please call the City Clerk’s office 641-754-5701 or the State Alcohol Beverages Division 866-469-2223 or 515-281-7400. www.IowaABD.com Thank You.

See attached map





Notes:

- Food trucks in parking spaces facing West
- Music on E Main & Center Corner has no electrical access, instrumental only
- Center St will be through, 2nd Ave will be closed between E Main and Church, 1st Ave will have no through access on E Main Street, Parking available off 1st Ave
- Generator available for Food Trucks & Kid Zone (2)
- Food Trucks (S to N) = St Mary's, Lunch Box & Sweet Treats

Key:

Hand washing station
Generator
No through traffic

Applicant License Application (BW-V-86362)

Name of Applicant: <u>Marshall County Arts & Culture</u>		
Name of Business (DBA): <u>Marshall County Arts & Culture Alliance</u>		
Address of Premises: <u>1 East Main Street</u>		
City <u>Please Select</u>	County: <u>Iowa</u>	Zip: <u>50158</u>
Business	<u>(641) 751-1329</u>	
Mailing	<u>1 East Main Street</u>	
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name	<u>Amber Danielson</u>		
Phone:	<u>(641) 751-1329</u>	Email	<u>director@artsandculturealliance.org</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:5 days

Effective Date: 07/18/2019

Expiration Date: 01/01/1900

Privileges:

Class B Native Wine Permit

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Amber Danielson

First Name: Amber

Last Name: Danielson

City: MARSHALLTOWN

State: Iowa

Zip: 50158

Position: Executive Director

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Rental Agreement-Kibbey building

Addendum to Nov 30, 2018 contract.

Today's Date 5-1-2019

129 E Main Marshalltown, IA 50158

Agreement Between Downtown Leases & Lofts/Owners, and Customer

☒ **Van Gogh's** ☒ **Gallery Garden**
Customer: ☒ **Kibbey Lofts Parking Lot**

Name: MT Art Festival

Address: Box 386

Phone: 641 752 2787

Email: director@artsandculturalalliance.org

Event: FESTIVAL + Pre-set
FRI July 19 + Sat July 20 - All day

Date: _____

Time: _____ Open doors _____

Clean up: _____ Number of Guests: _____

Type of Event: _____

Event Needs: Kibbey parking lot will be available for event use
FRI 9AM thru Sat 10pm. & included with the cost
(Balance due July 1st) set with original apprais.
in January

Rental Fee: 71000

Date Received 1/7/19 200 deposit pd

Damage Deposit: _____

Date Received _____

Alcohol: ☒ Yes _____ No

Proof of Insurance _____ Yes _____ No _____ NA

Caterer Information: _____

Customer's Signature _____ Date _____

Barb Hagstrand Owner's Signature _____ Date _____

I agree and understand the terms of this Rental Agreement, as addressed in this signed Rental Agreement contract and the Kibbey Facility Use Information sheet provided by the Owners, Downtown Leases & Lofts, LLC Barb Hagstrand and Jeff Mitchell. 641-485-5362 319-310-3811

Check Payable to: Downtown Leases & Lofts, LLC Return to 19 S 2nd Ave Marshalltown, IA 50158

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE
MARSHALLTOWN ART FESTIVAL ON JULY 20, 2019**

WHEREAS, the City of Marshalltown Code of Ordinances states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle in Section 21-11.1(a); and

WHEREAS, Section 21-11.1(b) grants the City Council the power to approve exceptions to Section 21-11.1(a) for special events and activities; and

WHEREAS, the Marshalltown Art Festival has requested the ability to have patrons of the event on Saturday, July 20, 2019, be able to consume canned beer while walking throughout the event space in Downtown Marshalltown from 10AM until the Festival ends at 5PM; and

WHEREAS, staff has reviewed the service area and request and recommend approval of the special event exception for the 2019 Marshalltown Art Festival;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Marshalltown Art Festival is granted an exemption to allow for open containers in a public way.

Passed this 28th day of May, 2019, and signed this ____ day of May, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE
MARSHALLTOWN ART FESTIVAL ON JULY 20, 2019**

WHEREAS, the City of Marshalltown Code of Ordinances states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle in Section 21-11.1(a); and

WHEREAS, Section 21-11.1(b) grants the City Council the power to approve exceptions to Section 21-11.1(a) for special events and activities; and

WHEREAS, the Marshalltown Art Festival has requested the ability to have patrons of the event on Saturday, July 20, 2019, be able to consume canned beer while walking throughout the event space in Downtown Marshalltown from 10AM until the Festival ends at 5PM; and

WHEREAS, staff has reviewed the service area and request and recommend approval of the special event exception for the 2019 Marshalltown Art Festival;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Marshalltown Art Festival is granted an exemption to allow for open containers in a public way.

Passed this 28th day of May, 2019, and signed this ____ day of May, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
MCCLURE ENGINEERING COMPANY
PROJECT ECO19001
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$422,918.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with McClure Engineering Company, for the Merle Hibbs Blvd Paving Project; and

WHEREAS, the City Council of Marshalltown finds that this Agreement 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 Amended Agreement for Professional Services with McClure Engineering Company, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 13th day of May 2019, and signed this _____ day of May 2019.

CITY OF MARSHALLTOWN

Joel Greer , Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Project No.: 190227

Project Name: E. Merle Hibbs Blvd Paving Project

Project Manager: Brian Sandberg

Agreement for Engineering Services

This Agreement, is made on the _____ day of May, 2019, by and between *McClure Engineering Company, of Clive, Iowa* (herein referred to as "**ENGINEER**") and the *City of Marshalltown* (hereinafter referred to as "**OWNER**"). The **ENGINEER** will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'A'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

E. Merle Hibbs Blvd Paving Project

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'C' in a timely manner so as not to delay the services provided by the **ENGINEER**.
2. Payment to **the ENGINEER** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON PAGE 2 OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.
6. The amount of the **ENGINEER's** compensation is **\$422,918.00**. The contract type is **Time and Materials Not to Exceed**.

	Included	Not Included
Exhibit 'A' Scope and Schedule	☒	☐
Exhibit 'B' Fee Estimate	☒	☐
Exhibit 'C' OWNERS's Responsibilities	☒	☐
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒

OWNER:

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Project Manager/Authorized Signatory

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The **ENGINEER** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **ENGINEER** shall be entitled to rely upon the accuracy and completeness of data provided by the **OWNER** and shall not assume liability for such data. The **ENGINEER** does not practice law, insurance or financing; therefore, the **OWNER** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **OWNER** shall hold **ENGINEER** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **OWNER** or others to **ENGINEER**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **ENGINEER's** work by the **OWNER**, the **ENGINEER** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **ENGINEER** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **ENGINEER** in doing work on the project, shall remain the property of the **ENGINEER**. The documents prepared by the **ENGINEER** for this Project are for use solely with respect to this Project. The **ENGINEER's** Drawings, Specifications or other documents shall not be used by the **OWNER** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **ENGINEER**.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **ENGINEER** nor the **OWNER** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **ENGINEER** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **ENGINEER**.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **OWNER**, **ENGINEER**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **OWNER** upon not less than seven days' written notice to the **ENGINEER** in the event the Project is permanently abandoned.

Failure of the **OWNER** to make payments to the **ENGINEER** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **OWNER** fails to make payment when due the **ENGINEER** for services, the **ENGINEER** may, upon seven days' written notice to the **OWNER**, suspend performance of services under this Agreement. Unless payment in full is received by the **ENGINEER** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **ENGINEER** shall have no liability to the **OWNER** for delay or damage caused the **OWNER** because of such suspension of services.

In the event of termination not the fault of the **ENGINEER**, the **ENGINEER** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services* and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **ENGINEER** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **ENGINEER** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **OWNER**, third parties, and/or research performed by the **ENGINEER** or its subcontractors. Unfortunately, the information the **ENGINEER** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **OWNER** agrees to indemnify and hold harmless the **ENGINEER** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **ENGINEER** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **ENGINEER** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **ENGINEER**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **ENGINEER** shall not be responsible for any deviations from the contract documents not brought to the attention of **ENGINEER** in writing by the contractor. **ENGINEER** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **ENGINEER** is providing construction observation services, **ENGINEER** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **OWNER** has not retained the **ENGINEER** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **ENGINEER** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **ENGINEER** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **OWNER** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **ENGINEER** makes no representations regarding an environmental site assessment, relies upon **OWNER** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The **ENGINEER's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The **OWNER** and the **ENGINEER** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **OWNER** and **ENGINEER** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **OWNER** and **ENGINEER**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **OWNER** nor **ENGINEER** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **OWNER** and **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **OWNER** and **ENGINEER**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **OWNER** or **ENGINEER**.

(Effective 11/13/2018)

Project No.: 190227
Project Name: E. Merle Hibbs Blvd Paving Project
Project Manager: Brian Sandberg

Exhibit A: Scope of Services

ITEM		INCLUDED	NOT INCLUDED	SCHEDULE
SECTION 1. DESIGN PHASE SERVICES				
1.01	<u>Design Concepts/Preliminary Planning</u> 1. Information Gathering • Current Aerial Photos • Field Investigation • Corridor Research 2. Prepare Design Concepts (2 Each) • Location/Design Concept Drawing(s) • Geometric Configuration • Presentation Graphics 3. Regional Detention Concept	☒	☐	07/22/19
	4. Preliminary Opinion of Probable Costs • Develop Opinion of Probable Cost for each Design Concept	☒	☐	
	5. Identify Potential Funding Sources	☒	☐	
	6. Meetings • Staff/Council Meetings (2 Each)	☒	☐	
	Deliverables:			
	<i>Display for Each Concept and Preliminary Opinion of Probable Costs for Each Concept</i>			
1.02	<u>Preliminary Design</u> 1. Conduct Project Kickoff Meeting with Owner. 2. Field Walk-thru with OWNER to review existing conditions drawings 3. Confirm Scope, Extent and Character of the Project. • Final Design Criteria • Develop Construction Item List • Review Project Questions and Issues • Operation and Maintenance Concepts • Utility Requirements 4. Regional Detention Design	☒ ☒ ☒	☐ ☐ ☐	09/13/19
	5. Preliminary Road Design and Plans	☒	☐	
	6. Prepare Revised "Opinion of Probable Costs".			
	7. Conduct Meeting with Owner to Review Preliminary Design 30%.			
	Deliverables: <i>Preliminary 30% Plan Set for Owners Review</i>			
1.03	<u>Final Design</u> 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 95% and 100% Final Drawings with the Owner (2-Meetings)	☒ ☒ ☒ ☒ ☐ ☒	☐ ☐ ☐ ☐ ☒ ☐	12/20/19 01/31/20 02/14/20
	Deliverables: <i>Draft 95% Plans and associated documents, sent as PDF</i> <i>Draft 100% Plan Set, sent as a PDF</i> <i>Final 100% Plan Set, sent as a PDF</i>			

ITEM		INCLUDED	NOT INCLUDED	SCHEDULE
SECTION 2. CONSTRUCTION PHASE SERVICES				
2.01	<u>Advertising, Bidding, Contract Award</u>			
	1. Assist OWNER in advertising for and obtaining bids.	☐	☒	
	2. Conduct prebid conference at OWNER'S location.	☐	☒	
	3. Provide drawings, specifications, contract documents and bid documents to prospective bidders.	☐	☒	
	4. Issue addenda to interpret or clarify bid documents.	☐	☒	

5. Review prebid submittals from bidders.	☐	☒	
6. Attend bid opening (at OWNER location), prepare Bid Tabulation. (Meetings)	☐	☒	
7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract.	☐	☒	
8. Attend one (1) meeting to present Bids to OWNER .	☐	☒	
Deliverables:			
2.02 Construction Administration			
1. Provide general administration of construction contract as OWNER'S representative.	☐	☒	
2. Visit site of construction at appropriate stages to observe the Contractor's work. (This does not include On-Site Resident Project Representative Services.)	☐	☒	
3. Issue interpretations and clarifications of contract documents.	☐	☒	
4. Review shop drawings.	☐	☒	
5. Act as initial interpreter of the requirements of the contract documents.	☐	☒	
6. Review and process Contractor's application for payment.	☐	☒	
7. Conduct select monthly/weekly/biweekly Progress Meetings.	☐	☒	
Deliverables: <i>Draft and Final Progress Meeting Minutes</i> , sent as PDF.			
2.03 Resident Project Representative			
1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	☐	☒	
2. Federal Funding and Audit Requirements	☐	☒	
3. State Funding and Audit Requirements	☐	☒	
4. Local Funding	☐	☒	

ITEM	INCLUDED	NOT INCLUDED	SCHEDULE
SECTION 3. OTHER SERVICES			
3.01 Permits Coordination			
1. Department of Transportation Entrance Permits	☐	☒	
2. Department of Transportation Utility Accommodation Permits	☐	☒	
3. Department of Transportation Work in Right-of-Way Permits	☐	☒	
4. Prepare Storm Water Pollution Prevention Plan (SWPPP)	☐	☒	
5. Apply for NPDES Permit from DNR (Owner will be operator listed on permit)	☐	☒	
• Engineer will not be liable for fines arising from noncompliance with SWPPP.			
• The Owner shall be the Permit holder and shall pay for all costs associated with permit application.			
3.02 Soil Boring Coordination			
1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award	☒	☐	
2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	☒	☐	
3.03 Geotechnical Design			
1. Prepare soil boring layout.	☒	☐	
2. Prepare laboratory test assignments and review laboratory test data.	☐	☒	
3. Provide geotechnical design input during design stages as needed.	☒	☐	
4. Provide geotechnical design for roadway (slope stability, settlement, subgrade, drainage), foundation design for structures, walls, etc.	☒	☐	
5. Prepare soil sheets, special provisions, as applicable.	☒	☐	
6. Provide geotechnical services during bid process.	☐	☒	
7. Provide geotechnical support during construction.	☐	☒	
Deliverables: <i>Draft and Final Soil Design Plans and Special Provisions, as applicable, included in Section 1.03 deliverables.</i>			12/20/19
3.04 Rights-of-Way Negotiations			
1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award	☐	☒	
2. Coordinate the Work of the Appraisal Firm (Appraisal Firm will invoice Owner directly).	☐	☒	
3. Right-of-Way negotiations with property owners.	☐	☒	
3.05 Acquisition Plats			
1. Prepare Acquisition Plats (Estimated 5 Plats)	☒	☐	
2. Prepare Easement Exhibits (Estimated 5 Easements)	☒	☐	
3. Public Right-of-Way meeting.	☒	☐	
Deliverables: <i>Acquisition Plats</i> , sent as PDF <i>Easement Exhibits</i> , sent as PDF			12/20/19 12/20/19
3.06 Storm Water Pollution Prevention Plan Observation (SWPPP)			
1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner.	☐	☒	

2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed. NOTES:	☐	☒	
3.07 Assessments 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. • Preliminary Estimate of Probable Costs. • Prepare Preliminary Assessment Plat and Schedule • Prepare Final Assessment Plat and Schedule 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules Deliverables:	☐ ☐ ☐ ☐	☒ ☒ ☒ ☒	
3.08 Record Drawings 1. As-Built Record Drawings. 2. Hard Copies EA @ \$. 3. Electronic Copies EA @ \$.	☐ ☐ ☐	☒ ☒ ☒	
3.09 Additional Meetings 1. Special Meetings with Council/Staff 2. Kick-off Meeting with Public. 3. One-on-One Meetings with Property Owners outside of scope. 4. Pre-Construction walk-thru with Property Owners. 5. Other meetings as requested by Owner. Deliverables: <i>Draft and Final Minute Meetings</i> , sent as PDF	☒ ☒ ☒ ☐ ☐	☐ ☐ ☐ ☒ ☒	
3.10 Color Presentation Exhibits 1. Prepare color presentation exhibits of the project for use at public meeting and marketing a. 24" x 36" b. 11" x 17" c. 8.5" x 11" Deliverables: <i>Electronic Copy</i> , on CD	☒	☐	
3.11 Funding Administration 1. Coordinate with Funding Agencies. 2. Prepare funding Outlay/Reimbursement Requests. 3. Funding Closeout.	☒ ☐ ☐	☐ ☒ ☒	

Project No.: 190227
 Project Name: E. Merle Hibbs Blvd Paving Project
 Project Manager: Brian Sandberg

Exhibit B: Fee Estimate

Contract Type*

Section 1 – Preliminary Planning/Funding Phase Services

TM

☒	1.01 Design Concepts/Preliminary Planning	\$	116,354.00	T&M
☒	1.02 Preliminary Design	\$	70,890.00	T&M
☒	1.03 Final Design	\$	179,290.00	T&M

Section 2 – Construction Phase Services

TM

NOT INCLUDED

Section 3 – Other Services

TM

☐	3.01 Permits Coordination	\$		
☒	3.02 Soil Boring Coordination	\$	18,184.00	T&M
☒	3.03 Geotechnical Design	\$	14,400.00	T&M
☐	3.04 Rights-of-Way Negotiations	\$		
☒	3.05 Acquisition Plats	\$	7,750.00	T&M
☐	3.06 Storm Water Pollution Prevention Plan Observation (SWPPP)	\$		
☐	3.07 Assessments	\$		
☐	3.08 Record Drawings	\$		
☒	3.09 Additional Meetings	\$	5,570.00	T&M
☒	3.10 Color Presentation Exhibits	\$	3,680.00	T&M
☒	3.11 Funding Administration	\$	6,800.00	T&M
Total Project		\$	422,918.00	T&M

* T&M = Time and Materials LS = Lump Sum FF = Cost Plus Fixed Fee TBD = To Be Determined NA = Not Applicable

McClure Engineering Company

PROJECT: E. Merle Hibbs Blvd Paving Project
PROJECT NO.: 190227
LOCATION: Marshalltown, Iowa
DATE: May 2019

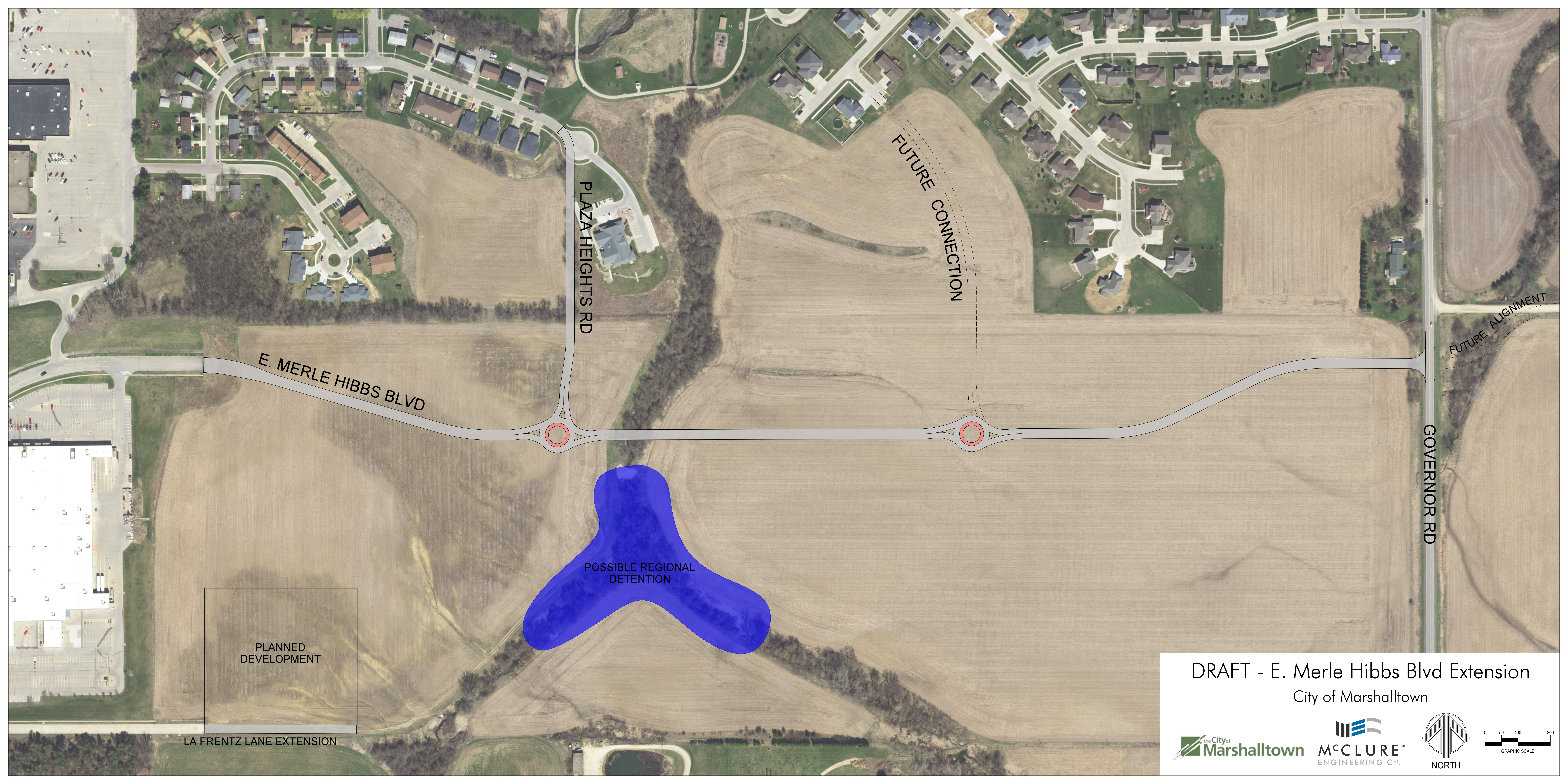
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Roadway Agreement for Engineering Services		EXPENSES															TOTAL	TOTAL	
		Airfare	Meal per diem	3D Scanner per Scan	UAV Flight	Printing	Hotel	Auto rental	Survey vehicle mileage	Employee mileage	Flow Meters	Fuel	Sub Consultant		Misc				
						Cost													
		Quantity	\$	Quantity	\$	Quantity	Quantity	Quantity	\$	Quantity	\$	Quantity	\$	Quantity	\$	Name			\$
Design Phase Services																			
1.01	Design Concepts/Preliminary Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	360	\$ 194.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194.40	\$ 116,354
1.02	Preliminary Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	240	\$ 129.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129.60	\$ 70,890
1.03	Final Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	240	\$ 129.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129.60	\$ 179,290
Construction Phase Services																			
NOT INCLUDED		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services																			
3.01	Permits Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.02	Soil Boring Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	360	\$ 194.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194.40	\$ 18,184
3.03	Geotechnical Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,400
3.04	Right-Of-Way Negotiation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.05	Acquisition Plats (6 plats)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,750
3.06	Storm Water Pollution Prevention Plan Observation (SWPPP)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.07	Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.08	Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.09	Additional Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	240	\$ 129.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129.60	\$ 5,570
3.10	Color Presentation Exhibits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,680
3.11	Funding Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800
PROJECT TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 777.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 778	\$ 422,918
Expense Unit Cost		\$ 750.00	\$ 35.00	\$ 30.00	\$ 125.00	\$ 95.00	\$ 65.00	\$ 0.70	\$ 0.54	\$ 1,130.00	\$ 30.00								
		per trip	per day	per scan	per flight	cost + 10%	per day	per day	per mile	per mile	per day	per day							

Exhibit C: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.



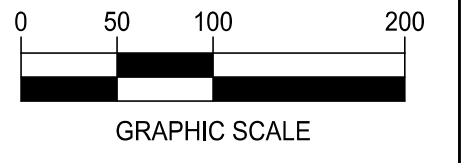
DRAFT - E. Merle Hibbs Blvd Extension

City of Marshalltown





NORTH



0 50 100 200
GRAPHIC SCALE



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

DEPARTMENT OF PUBLIC WORKS

May 8, 2019

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

From: Justin Nickel, P.E.
Public Works Director

Re: Engineering Services Agreement – McClure Engineering Company for engineering design services for East Merle Hibbs Boulevard Extension Project (ECO19001)

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

Recommendation: Staff recommends approving the Agreement with McClure for engineering design services for a fee not to exceed \$422,918.

Background: McClure has prepared a engineering contract for the preliminary and final design of East Merle Hibbs Boulevard from Wal Mart to Governor Road.

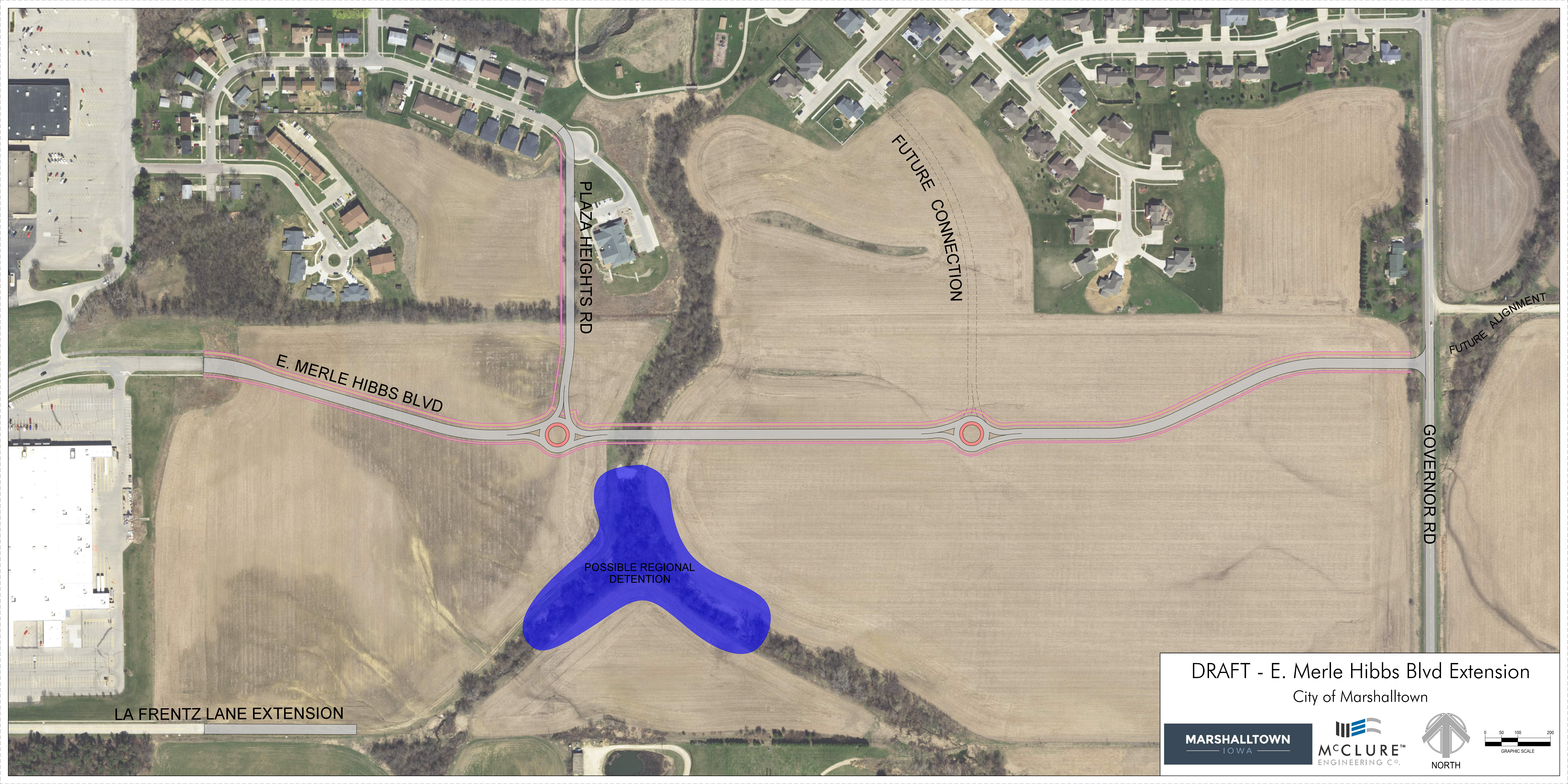
Budget Impact: The engineering costs will be funded with TIF funds and Road Use Tax.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

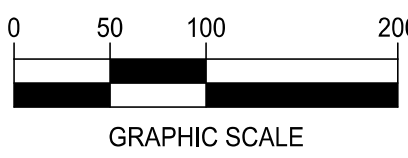
City Council
Leon Lamer, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin





DRAFT - E. Merle Hibbs Blvd Extension

City of Marshalltown





Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
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May 8, 2019

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Members of the City Council

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Budget Impact: The engineering costs will be funded with TIF funds and Road Use Tax.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Sue Cahill, Al Hoop
Gabe Isom, Bill Martin, Bethany Wirin



RESOLUTION APPROVING A FEE CHANGE
AT THE MARSHALLTOWN COMPOST FACILITY
BY THE CITY OF MARSHALLTOWN, IOWA

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, approval of a fee change for the Compost Facility where compost bags will be sold for a dollar per bundle; and

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

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

Section 1. That the Compost bag bundle fee is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 28th day of May, 2019, and signed this _____ day of May, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

DEPARTMENT OF PUBLIC WORKS

May 23, 2019

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

From: Justin Nickel
Director of Public Works

Re: Compost Bags Sales Model

In February 2019 action was taken to modify compost fees for refuse bags. With the change, sale of City bags has slowed to a trickle. In order to avoid the decay and waste of the existing stock of bags, staff proposes to sell bags for \$1 per bundle (5 bags) until existing inventory is depleted. After the inventory is exhausted, the City will no longer sell compost bags.

City Council
Leon Lamer, Mike Gowdy, Gabe Isom, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin



RESOLUTION NO. _____

Setting date for public hearing on Amendment No. 7 to urban renewal plan for Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”) has created the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project or adds property to an urban renewal area, a city must amend the existing urban renewal plan to include that new project and property; and

WHEREAS, Amendment No. 7 to the urban renewal plan for the Urban Renewal Area has been prepared which proposes to add certain property to the Urban Renewal Area, describes various projects that could be undertaken in the Area using future incremental property tax revenues and describes a proposed economic development agreement between the City and TC Casady Property, LLC (the “Developer”), in connection with the development of a commercial building in the Urban Renewal Area, pursuant to which the City would rebate the incremental property taxes to be paid by the Developer, for a period of ten years, in an amount not to exceed \$250,000, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 24th day of June, 2019, at _____ o’clock __.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Marshalltown, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City shall hold the consultation process which is required under that section of the urban renewal law, and the City Administrator is designated as the City’s representative for such process.

Section 4. The proposed amendment is hereby directed to be submitted to the City Plan and Zoning Commission, pursuant to Section 403.5 of the Code of Iowa,

Passed and approved the 28th day of May, 2019.

Mayor

Attest:

City Clerk

AMENDMENT NO. 7
to the
**CITY OF MARSHALLTOWN AMENDED
AND RESTATED URBAN RENEWAL
AREA NO. 3 URBAN RENEWAL PLAN**

for the
**CITY OF MARSHALLTOWN AMENDED
AND RESTATED URBAN RENEWAL
AREA NO. 3 URBAN RENEWAL AREA**

City of Marshalltown, Iowa

Original Plan – February 1996

Amendment No. 1 – April 2000

Amended and Restated Urban Renewal Plan Amendment No. 2 – January 2007

Amended and Restated Urban Renewal Plan Amendment No. 3 – June 2013

Amended and Restated Urban Renewal Plan Amendment No. 4 – June 2015

Amended and Restated Urban Renewal Plan Amendment No. 5 – October 2015

Amended and Restated Urban Renewal Plan Amendment No. 6 – October 2016

Amended and Restated Urban Renewal Plan Amendment No. 7 – June 2019

Local Government Professional Services, Inc.

DBA – Simmering-Cory

AMENDMENT NO. 7
to the
AMENDED AND RESTATED URBAN RENEWAL AREA NO. 3
URBAN RENEWAL PLAN
for the
AMENDED AND RESTATED URBAN RENEWAL AREA NO. 3
CITY OF MARSHALLTOWN, IOWA

The Amended and Restated Urban Renewal Area No. 3 Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Amended and Restated Urban Renewal Area No. 3 Urban Renewal Area (the “Area” or “Urban Renewal Area”) was adopted in 1996 and has been previously amended six times including the following amendments:

- Amendment No. 1 (April 2000). Amendment No. 1 added land to the Urban Renewal Area.
- Amendment No. 2 (January 2007). Amendment No. 2 Amended and Restated the Urban Renewal Plan No. 3 for the Urban Renewal Area No. 3. The Amendment also added land and removed land from the Urban Renewal Area.
- Amendment No. 3 (June 2013). Amendment No. 3 added a project, Plumb Supply Company, LLC. To the Urban Renewal Plan and removed a self-imposed expiration date.
- Amendment No. 4 (June 2015). Amendment No. 4 added a project, Theisen’s, Inc., to the Urban Renewal Plan.
- Amendment No. 5 (October 2015). Amendment No. 5, also referred to as 2015-A Amendment, added a project, Bobcat Academy, to the Urban Renewal Plan.
- Amendment No. 6 (October 2016). Amendment No. 6 added a project, Hawkeye Hotels, LLC, to the Urban Renewal Plan.

Now the Amended and Restated Urban Renewal Plan No. 3 is being further amended for the purpose of adding additional land to the Urban Renewal Area and to identify new urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 7 (“Amendment No. 7” or “Amendment”) in accordance with the provisions of Chapter 403 of the *Code of Iowa*.

Except as modified by this Amendment, the provisions of the Amended and Restated Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF PROPERTY ADDED TO THE URBAN RENEWAL AREA

A legal description of the property being added to the Urban Renewal Area by this Amendment is attached hereto as Exhibit “A”. A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “B.”

The City reserves the right to modify the boundary of the Area, as amended, as needed at some future date.

AREA DESIGNATION

The Urban Renewal Area was originally designated as both an economic development area appropriate for the promotion of commercial and industrial development and an area in which blighted conditions exist, appropriate for blight remediation activities. Amendments No. 2 and 3 reconfirmed the designation of economic development and the presence of blighting factors within the area. Amendments four through six did not make any changes to the Area designation.

This Amendment makes no change in the area designation for the original area, the Amendment No. 1 Subarea, and the Amendment No. 2 Subarea. The land added by this Amendment No. 7 is designated as an economic development area appropriate for the promotion of commercial and industrial development.

ELIGIBLE URBAN RENEWAL PROJECTS (AMENDMENT NO. 7)

The City is hereby amending the Urban Renewal Plan, as amended, in accordance with the provisions of Chapter 403 of the *Code of Iowa*, to authorize new urban renewal projects that are proposed to be undertaken in the Urban Renewal Area.

1. Development Agreement: The proposed project involves the use of incremental property tax revenues to make economic development payments to TC Casady Property, LLC., in an amount not to exceed \$250,000.00 in connection with the development of a commercial building by TC Casady Property, LLC., located in the Urban Renewal Area. The City anticipates that the development will create an increase in assessed value for the property of \$530,000. Payments will be made for ten years, in an amount equal to 100% of the incremental property tax payments that are attributable to the expanded property.

2. Development Agreement: The City proposes to utilize increment, if available, to help fund activities that support efforts to generate new economic development activities within the Urban Renewal Area, including the promotion of development opportunities for perspective developers and efforts to work with existing businesses to enhance and grow their investment within the area. The goal is to provide funding to support growth and remediation of blight within the Area through investment by current and new businesses and developers which results in increased property tax values and the retention and creation of jobs. Funding may be provided to the Marshalltown Area Chamber of Commerce, or a similar agency, based on details of a program outlined in a development agreement. The City anticipates a maximum funding amount of \$250,000 over a period of five years.

3. Public Improvements:

Project	Estimated Date	Estimated Cost to be Funded by TIF Fund	Rationale
Economic Development Grant Program for Demolition and Redevelopment of Blighted Properties	2019-2025	\$1,000,000	The City plans to provide economic development grants to entities for the purpose of acquisition, demolition, and cleanup of dangerous and dilapidated properties that contribute to blighting conditions within the Area. In addition, the City may use funds for the direct purchase, demolition, and cleanup of property.
Sidewalk or Trail Development on Iowa Avenue from Center Street to 6 th Street	2019-2025	\$800,000	A safe pedestrian transportation system is an important element of a successful economic environment and quality of life factor for communities. The installation of approximately 2,600 linear feet of sidewalk or trail will connect to other existing trails in the community and provide pedestrian access to retail businesses along Iowa Avenue enhancing the economic appeal and development of the area.
Iowa Avenue Storm Water Improvements	2019-2025	\$1,500,000	Iowa Avenue is still designed as a rural highway section. With growth along the road the existing conditions are not sufficient to adequately handle storm water flows. The City anticipates using funding to install a stormwater collection system and curb and gutter along the street to better handle rain events and snow melt.

Project	Estimated Date	Estimated Cost to be Funded by TIF Fund	Rationale
Construction of an extension to East Merle Hibbs Blvd. and future unnamed connecting streets, including necessary public utilities, to support commercial and residential growth in the Area. Improvements may include, but are not limited to, street construction, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lighting, and other related facilities and activities.	2019-2028	\$6,000,000	The proposed project will support commercial development by providing necessary infrastructure and access to the lots to be developed. Due to past success and a history of growth in the area the City believes it is reasonable to expect a continued demand for lots and new development in the coming years. The City also anticipates that by acquiring the land and constructing public infrastructure that it will facilitate the growth of the area, City, and County.
Construction of an extension to East LaFrentz Lane and future unnamed connecting streets, including necessary public utilities, to support commercial and residential growth in the Area. Improvements may include, but are not limited to, street construction, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lighting, and other related facilities and activities.	2019-2028	\$6,000,000	The proposed project will support commercial development by providing necessary infrastructure and access to the lots to be developed. Due to past success and a history of growth in the area the City believes it is reasonable to expect a continued demand for lots and new development in the coming years. The City also anticipates that by acquiring the land and constructing public infrastructure that it will facilitate the growth of the area, City, and County.

Project	Estimated Date	Estimated Cost to be Funded by TIF Fund	Rationale
West Berle Road Improvements Improvement may include, but are not limited to, street construction (or reconstruction), storm sewer, sanitary sewer, public utilities, sidewalks, street lighting, and other related facilities, and activities.	2019-2028	\$1,000,000	The City anticipates that the reconstruction of approximately 2,000 lineal feet of West Berle Road could help make additional land available for future development. The City has a history of growth in the recent past in this part of the City and anticipates a continued demand for additional land available for new commercial development.
Construction of an Extension to South 5th Avenue Connecting with East Merle Hibbs Blvd.	2019-2028	\$500,000	Recent development and the potential for additional future development in the area have increased traffic and congestion in the neighborhood. The City anticipates a need to consider additional transportation routes to ease the demand on existing roads. The City may consider the use of funds to construct an extension of South 5th Avenue to connect with Merle Hibbs Blvd., including needed public infrastructure including water, sanitary sewer, and storm water utilities.
Wayfinding	2019-2021	\$40,000	Wayfinding can be an integral piece to the success of community development including the growth and success of commercial and industrial businesses within the area. The City may use funds to provide for implementation of wayfinding signage and other practices, identified by the master plan, to improve transportation and access to businesses and industry within the Urban Renewal Area.
NOTE: It may be that the above costs will be reduced by the application of state and/or federal grants or program; cost sharing agreements with other entities; or other available sources of funds.			

4. Tax Rebate Program: The City anticipates that there will be a need to provide incentives to developers within the Urban Renewal Area, as amended, in the form of tax increment rebates to incentivize economic development and remediation of blight within the Urban Renewal Area, as amended.

The following general program guidelines and benefits will be based on the following, subject to review by the City Council:

- Projects must be located within the Urban Renewal Area.
- Prior to providing any rebate under this program the City will hold a public hearing(s) as required by Iowa Law and will approve a Development Agreement outlining details specific to the development and any rebates to be approved.
- Priority for agreements will be given to projects that result in the creation of new jobs and/or new taxable value for the City of Marshalltown.
- Rebates provided will be subject to annual appropriation by the City Council.
- Projects should not create an unfair advantage over similar businesses within the Urban Renewal Area as determined by the City Council.
- Projects will not be participating or taking advantage of other City incentives including, but not limited to Urban Revitalization (tax abatement) or other tax exemption programs.
- Rebate agreements will not be approved for amounts less than \$10,000 nor more than \$1,000,000.
- Rebate agreements will not exceed a maximum of ten years.
- The City does not anticipate more than ten development agreements to be approved under this program without reauthorization.
- Special priority will be given to development in the following locations located within the Urban Renewal Area:
 - Projects along Iowa Avenue West from the City limits to South 6th Street.
 - Projects within the areas zoned as Regional Commercial.

5. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$50,000

FINANCIAL INFORMATION

1.	July 1, 2018 Constitutional Debt Limit:	\$72,641,507
2.	Outstanding General Obligation Debt:	\$42,208,724
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 7) are identified above in the Eligible Urban Renewal Projects (Amendment No. 7). The project costs in this Plan will be incurred and spent over a number of years based on the terms of a development agreement and plans developed by the City. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 7) as described above will be approximately as stated in the next column:	\$27,390,000.00

EFFECTIVE PERIOD

This Amendment No. 7 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

AGRICULTURAL LAND

Because a portion of the land being added by Amendment No. 7 is defined as “agricultural land” by the *Code of Iowa* Section 403.17(3), the City and the agricultural land owner have entered into an agreement in which the agricultural land owner agrees to allow the City to include real property, defined as “agricultural land,” in the Urban Renewal Area. A copy of that agreement is attached as Exhibit “C.” The original signed agreement is on file at the City Clerk’s office.

REPEALER

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of this Amendment No. 7 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF LAND ADDED TO URBAN RENEWAL AREA BY AMENDMENT NO. 7

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Southerly along the East line of the NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southeast corner of Lot 1 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence westerly 673.0' along the South line of Lot 1 and Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M., to a point 66.0' East of the Southwest corner of said Lot 2;

thence northerly 353.4' parallel to and 66.0' east of the West line of said Lot 2 to the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 15 North, Range 18 West of the 5th P.M.;

thence westerly 66.0' along said North line to the Northwest Corner of Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence southerly 353.4' along the Westerly line of said Lot 2 to the Southwest Corner thereof;

thence westerly along the south line of Lot 3 and Lot 4 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southwest corner of said Lot 4;

thence northerly along the West line of said Lot 4 to the NW corner of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner thereof;

thence East along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10 a distance of 289.96' to the Northeast corner of Parcel "D" in Lot 4 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10;

thence South along the East line of said Parcel "D" to the Northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly along the North lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, Pioneer Village First Addition to the Northeast corner of said Lot 13;

thence Southeast to the Northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence Southeast to the Northeast corner of Lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly parallel to and 60.0' North of the South line of said Lot 14 extended to a point on the East right of way line of S. 14th St.;

thence North along said East right of way line to the Southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence East along the South line of Rolling Meadows 2nd Addition to Marshall to the Southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence South to the Northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the North line of said Parcel "A" extended to a point 224.0' North of the Southeast corner of Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence South along the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner of the NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., and the Point of Beginning.

AND

The North One-Half of the Southwest Quarter of Section 12, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

EXHIBIT B

MAP OF MARSHALLTOWN URBAN RENEWAL AREA NO. 3, AS AMENDED

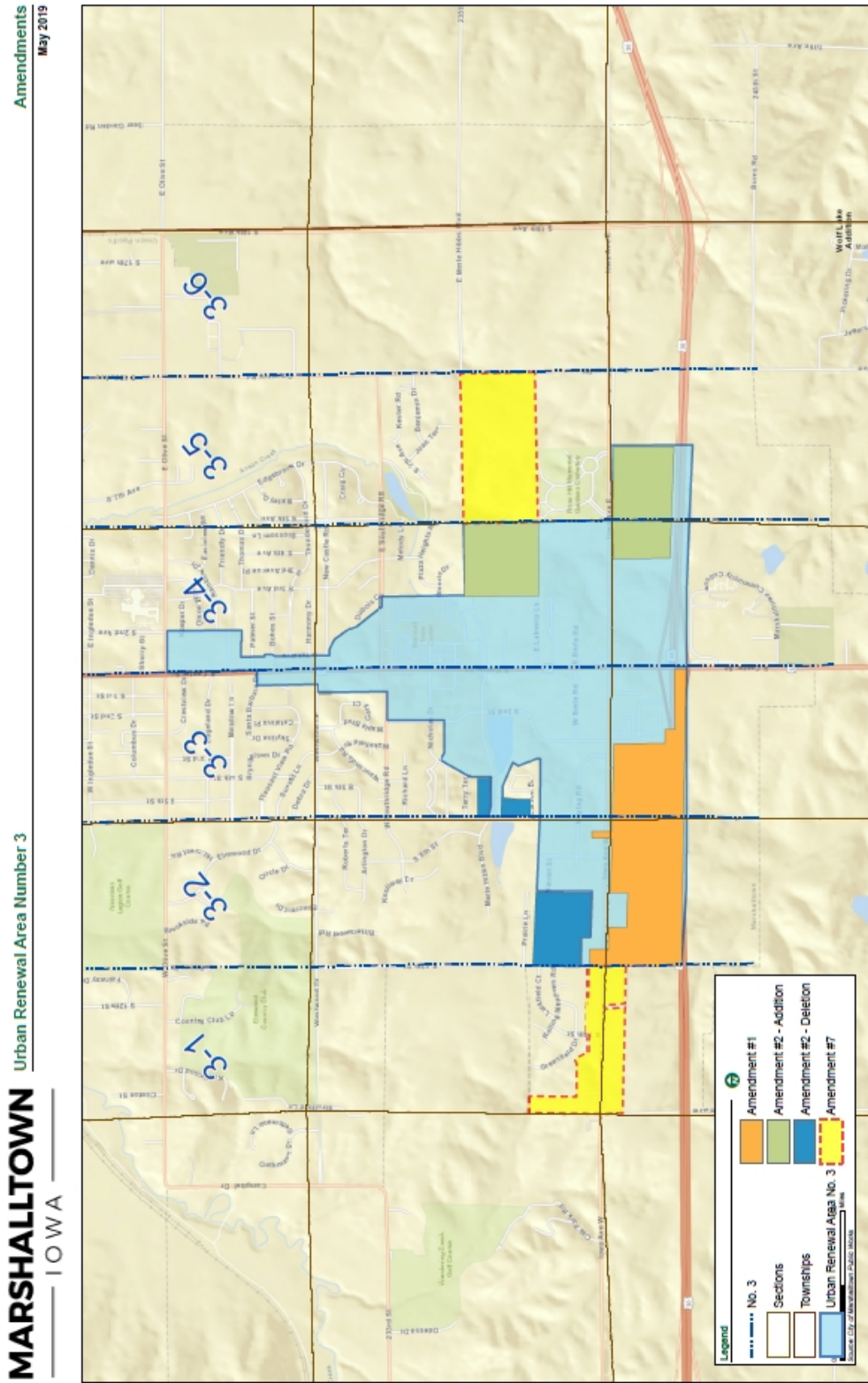


EXHIBIT C

AGRICULTURAL LAND CONSENT

DECLARATION OF AGREEMENT TO INCLUDE AGRICULTURAL LAND IN MARSHALLTOWN URBAN RENEWAL AREA

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has begun the process of amending the urban renewal plan for the Urban Renewal Area No. 3 (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake certain projects, including the use of tax increment financing for improvements related to economic development; and

WHEREAS, the Urban Renewal Area would be expanded to include certain property with the following legal description:

The North One-Half of the Southwest Quarter of Section 12, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

(the "Added Property"); and

WHEREAS, Section 403.17 of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," unless the owner of such property agrees to include such property in such urban renewal area; and

WHEREAS, it has been determined that the Added Property meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa; and

WHEREAS, in order for the City to include the Added Property the owner of that property must agree that the Added Property may be included in the Urban Renewal Area;

NOW, THEREFORE, the Undersigned hereby certifies and agrees as follows:

1. The Undersigned is the owner of the Added Property described above.
2. The Undersigned hereby agrees that the City of Marshalltown may include the Added Property described above in the Urban Renewal Area.

DATED this 5 day of October, 2018.

By Donald J. Stolzer

MARSHALLTOWN

I O W A

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: May 23, 2019
RE: Set Public Hearing for UR Area #3

Policy Issue: Council must set a public hearing for all urban renewal plan changes

Recommendation: To approve the resolution as proposed

Background: Urban renewal area #3 is referred to as the southern commercial area. It includes Center Street from Olive Street south to Highway 30 and Iowa Avenue from South 12th Street to an area near Governor Road.

This amendment seeks to do two things: add land and specify public improvement projects.

The land to be added to the area includes a section we previously attempted to add but had errors in the legal description, which is from the western city limits to the current border of S. 12th Street. Iowa Avenue has been a growing commercial area which does involve some blighted properties. By having an urban renewal area extend the entire length of Iowa Avenue, the Council will have an economic development tool to allow for incentives to be provided.

The other land to be added is on the eastern border of the area, specifically the quarter sections of agricultural land behind Walmart. The property owners had to sign an Ag Land Consent form and have done so (see Exhibit C in the plan).

This amendment also seeks to establish authority for the City to pursue public improvement projects utilizing tax increment financing as well as specific development agreements. The public improvement projects are mostly road development projects and are ones which enhance the development potential for the area. The other development agreements specifically outlined are for a storage unit project as had been previously included in the 2018 draft, and to fund economic development activities. The plan also outlines some broad authority for future tax rebate agreements for which the

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



Urban Renewal Plan would not have to be amended for the Council to consider. The consideration of any development agreement will occur separately from this amendment.

The Urban Renewal Plan has not been in compliance with State regulations, and the City does not have authority to continue use tax increment financing to support Marshall Economic Development if this plan is not adopted.

Budget Impact: None

Attachment: Urban Renewal Area Map

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



RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#7-1 MEMBRANE ROOFING AND WALL
PANELS FOR BLACK HAWK ROOF COMPANY
AN INCREASE OF \$369.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Black Hawk Roof Company 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 \$573,255.39 is hereby accepted and approved.

Passed this 28th day of May 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					
Bid Package No. 07-1 Membrane Roofing and Wall Panels					
Black Hawk Roof Company					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 568,589.00
1	CR 032 - PR #026 Booking Ext. East Wall	14-Jun	1	\$ 1,133.74	
2	CCD-010 - Bond Breaker at Parapet	18-Sep	2	\$ 3,163.65	
	Net change by Fully Executed Change Orders				\$ 4,297.39
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 572,886.39
	Pending Changes				
	CR 045 - Corrado Backcharges			\$ 369.00	
	New Contract Sum				\$ 573,255.39



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-045**
Marshalltown, IA

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 0-8-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total **\$79,938.37**

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☒ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other
By: <u>Mike Webb</u>	By: <u>William R. Ziegler III</u>	By: _____
Date: <u>5-15-19</u>	Date: <u>5/15/19</u>	Date: _____
cc: Field		
File		

619 East 19th Street
Cedar Falls, IA 50613
P 319-277-9355
F 319-277-9360



Masons left our roof a mess and damaged insulation that needed replaced

Labor

3 hours at \$78.00/ per hour

Total: \$234.00

Matieral

1.5 sqs Insulation \$90.00/per square

Total:\$135.00

Total:\$369.00

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR
CALIBER CONCRETE
AN INCREASE OF \$6,990.00

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$709,470.89 is hereby accepted and approved.

Passed this 28th day of May 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					
Bid Package No. 03-1 Concrete Foundations & Flatwork					
Caliber Concrete					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum				\$ 667,000.00
1	CR-006 - Lobby Footing Replacement	2/13/2018	1	\$ 21,770.39	
2	CR-002R - PR 002 Structural Changes to Gridline M.9	3/9/2018	2	\$ 1,915.00	
3	CCD-003 - Imported Sand for Exposed Burnished Concrete Slabs	6/14/2018	3	\$ 7,923.50	
4	CCD 012 Mobile Shelving Topping Slabs	10/9/2018	4	\$ 1,346.00	
5	CR 054 PR #039 Training Room Floorboxes	1/2/2019	5	\$ 2,526.00	
	Net change by Fully Executed Change Orders				\$ 35,480.89
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 702,480.89
	Pending Changes				
	CR 045 - Corrado Backcharges			\$ 6,990.00	
	New Contract Sum				\$ 709,470.89

STETSON
 CSG CONSTRUCTION SUPPLY GROUP
 Stetson Building Products, LLC
 2205 BELL AVE
 DES MOINES, IA 50321-1112

INVOICE

PHONE: (515) 309-0393
 FAX: (515) 243-0363
 TOLL FREE: (800) 383-2181

INVOICE NUMBER

12964769-00

INVOICE DATE

09/28/18

PO NUMBER

Jason M

BILL TO:

9333 1 AB 0.408 ** E0001 1002 D4079057592 S2 P5758332 0002:0002

SHIP TO:

CALIBER CONCRETE
 309 AUDUBON ST
 PO BOX 248
 ADAIR IA 50002-0248

CALIBER CONCRETE
 MARSHALLTOWN POLICE & FIRE
 W HIGH ST & S 2ND ST
 MARSHALLTOWN, IA 50157

CUSTOMER NO		ORDER NO		SHIP VIA		DUE DATE		TERMS	
417916		12964769-00		DELIVER - ST		10/28/18		NET 30 DAYS	
ORDER DATE		SHIP DATE		ORDER BY		JOB NAME			
09/27/18		09/28/18				jason 515-661-8635			
ORDER QTY	SHIPD QTY	BKORD QTY	UNIT	ITEM # / DESCRIPTION			PRICE	NET PRICE	
15' bar Call Jason to make sure they can unload . deliver Today or Friday early am									
1	1	0	LOT	107048600 FABRICATED REBAR LOT Interchange Prod: 332000			\$6,860.0000	\$6,860.00	
HOLD FOR DELIVERY									
14000	14000	0	LB	332426R #5 (16MM) 60 (420) REBAR Interchange Prod: 560gr			\$0.0000	\$0.00	
Qty Shipped Total 14001				Total			\$6,860.00		
				Freight Out			\$130.00		
				Invoice Total			\$6,990.00		

17-051
 02-30630

**SAVE TIME AND MONEY WITH OUR FREE E-BILLING INVOICING SERVICE!**

You can now receive invoices much faster with our email or fax bill delivery! With email delivery, your Invoices are sent once per day in one, easy to open file. You can even download our invoice data directly into your accounting package (such as QuickBooks®). With fax delivery you get all your invoices once per day.
 To sign up, contact us at 1-800-880-3210.

1.5% per month interest charged on all overdue accounts.
 A 20% RESTOCKING FEE APPLIES ON ALL RETURNS
 NO RETURNS ACCEPTED AFTER 30 DAYS OF INVOICE DATE

U.S. FUNDS**REMIT TO**

Stetson Building Products LLC
 2205 Bell Avenue
 Des Moines, IA 50321

Contract	Date	Cost Type	Desc	Billed Units	Unit Of Measure	Billed Unit Price	Billed Amount
18-01-1033		Story Construction	STORY CONSTRUCTION		Marshalltown Police/Fire Station		
					Clean up site		
	10-25-18	Equipment	152 Swap-Loader	4.7500	Hours	90.00	427.50
			496 EXCAVATOR 50G COMPACT	4.5000	Hours	120.00	540.00
			565 Case 1845C Uni-Loader	2.0000	Hours	125.00	250.00
					CONTRACT TOTAL		1,217.50*
GRAND TOTALS							1,217.50*



Change Request Summary

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

CHANGE REQUEST NO.: **CR-045**

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 08-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total

\$79,938.37

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: Mike Webb

By: William R. Hargis III

By: _____

Date: 5-15-19

Date: 5/15/19

Date: _____

cc: Field
File

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN
FABRICATORS
AN INCREASE OF \$32,277.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Central Western Fabricators 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 \$842,212.83 is hereby accepted and approved.

Passed this 28th day of May 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					
Bid Package No. 05-1 Steel					
Central Western Fabricators					
		Change Order		Change Order	
CO #		Date	Change #	Amount	Contract Amount
	Original Contract Sum			\$ -	\$ 795,500.00
1	CR-003R - Structural Modifications	2/13/2018	1	\$ 2,181.97	
2	CR-002R - PR 002 Structural Changes to Gridline M.9	3/9/2018	2	\$ 257.00	
3	CR-011 Lintel at Bond Out & Brick Angle	4/26/2018	3	\$ 3,520.76	
3	CR-027A - PD Booking Block Wall Modifications	4/26/2018	3	\$ 1,965.95	
3	CR-029 Shear Connections	4/26/2018	3	\$ 6,510.15	
	Net change by Fully Executed Change Orders				\$ 14,435.83
	Contract Sum to Date based upon Fully Executed Change Orders				\$ 809,935.83
	Pending Changes				
	CR 045 - Corrado Backcharges			\$ 32,277.00	
	New Contract Sum				\$ 842,212.83



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-045**
Marshalltown, IA

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 08-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total

\$79,938.37

Story Construction Co.

Contractor

Prochaska & Associates

Designer

City of Marshalltown

Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By:

Mike Webb

By:

William R. Ziegler III

By:

Date:

5-15-19

Date:

5/15/19

Date:

cc: Field
File



CENTRAL WESTERN FABRICATORS, INCORPORATED
400 WEST 2ND STREET
ATLANTIC, IOWA 50022
(712) 243-4000
FAX (712) 243-4051

INVOICE NO.

2223-1713-X

INVOICE

ACCT. NO 1713

SHIP TO: Marshalltown Firestation and Police

SOLD TO: Story Construction

2810 WAKEFIELD CIRCLE
Ames, IA 50010-7707

Marshalltown, IA

SALES NO.	PURCHASE ORDER NO.	SHIP VIA	CCL	PPD	DATE SHIPPED	TERMS	INVOICE DATE
		TRUCK/UPS		X	June-18	NET 30 DAYS	6/20/18
QTY. ORDERED	QTY. SHIPPED	BACK ORDERED	ITEM NO.	DESCRIPTION			3
				<u>EXTRA</u>			
				2 Months Crane Rent			\$ 17,000.00
				2 Months Telehandler Rent			\$ 3,600.00
				2 Months Boom Lift Rent			\$ 3,000.00
				CWF 5% Markup			\$ 1,180.00
Thank You						SALES AMOUNT	\$24,780.00
						TAXABLE TOTAL	
						SALES TAX 7%	
						FREIGHT TOTAL	\$24,780.00

ORTNER CONSTRUCTION, INC.

5045-330TH STREET
DANBURY, IA 51019

Invoice

Date	Invoice #
6/20/2018	1289

Bill To
Central Western Fabricators Inc. 400 W 2nd St. Atlantic IA 50022

Terms	Due Date	Project
Net 30	7/20/2018	Marshalltown Police..

Quantity	Description	Rate	Amount
	IDLE EQUIPMENT		
2	2 months crane rent	8,500.00	17,000.00
2	2 months telehandler rent	1,800.00	3,600.00
2	2 months boom lift rent	1,500.00	3,000.00
	PREMIUM TIME		
	\$85.00/hr. -- straight time		
	\$127.50/hr. -- overtime		
	\$42.50/hr. difference		
Total			\$23,600.00

Phone #	Fax #	E-mail	Web Site
712-880-0400	888-262-3234	ortcon@live.com	www.ortnerconstruction.net



CENTRAL WESTERN FABRICATORS, INCORPORATED
400 WEST 2ND STREET
ATLANTIC, IOWA 50022
(712) 243-4000
FAX (712) 243-4051

INVOICE NO.

2251-1713-X3

INVOICE

ACCT. NO 1713

SOLD TO: Story Construction

2810 WAKEFIELD CIRCLE
Ames, IA 50010-7707

SHIP TO: Marshalltown Firestation and Police

Marshalltown, IA

SALES NO.	PURCHASE ORDER NO.		SHIP VIA	CCL	PPD	DATE SHIPPED	TERMS	INVOICE DATE
			TRUCK/UPS		X	July-18	NET 30 DAYS	8/1/18
QTY. ORDERED	QTY. SHIPPED	BACK ORDERED	ITEM NO.	DESCRIPTION			3	
				EXTRA PREMIUM TIME OVERTIME 42 HRS X 4 MEN (168 HOURS @ \$42.50/HOUR)			\$	7,140.00
				CWF 5% Markup			\$	357.00
Thank You						SALES AMOUNT	\$7,497.00	
						TAXABLE TOTAL		
						SALES TAX 7%		
						FREIGHT TOTAL	\$7,497.00	

ORTNER CONSTRUCTION, INC.

5045-330TH STREET
DANBURY, IA 51019**Invoice**

Date	Invoice #
7/31/2018	1294

Bill To
Central Western Fabricators Inc. 400 W 2nd St. Atlantic IA 50022

Terms	Due Date	Project
Net 30	8/30/2018	Marshalltown Police...

Quantity	Description	Rate	Amount
168	PREMIUM TIME - July 26, 27, 28, 29 & 30, 2018 Overtime for 4 men (42 hr. each)	42.50	7,140.00
Balances over 30 days are subject to a finance charge of 1.5% per month.		Total	\$7,140.00

Phone #	Fax #	E-mail	Web Site
712-880-0400	888-262-3234	ortcon@live.com	www.ortnerconstruction.net

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#2-1 SITE DEMOLITION AND
EARTHWORK FOR CON-STRUCT, INC.
AN INCREASE OF \$8,205.25

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$790,520.79 is hereby accepted and approved.

Passed this 28th day of May 2019, and signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

	B	C	D	E	F	G
1		Marshalltown Police & Fire Station Headquarters				
2		City of Marshalltown				
3		Marshalltown, Iowa				
4						
5		Bid Package No. 02-1 Site Demolition and Earthwork				
6		Con-Struct, Inc.				
7			Change Order		Change Order	
8	CO #		Date	Change #	Amount	Contract Amount
9						
10		Original Contract Sum				\$ 596,070.00
11						
12	1	Over-excavation for Building Pad	8/29/2017	1	\$ 36,800.00	
13	2	CR-006 - Lobby Footing Removal	2/13/2018	2	\$ 3,675.25	
14	3	CCD-002 - Sanitary Manhole	3/15/2018	3	\$ 6,000.00	
15	4	Temp Seed & Mulch (\$.05 per Sq ft) 1.07 acres	5/2/2018	4	\$ 2,330.00	
16	5	CR 046 Lid for Grate	10/9/2018	5	\$ 469.38	
17	6	CR 060R - Grade Apparatus Bay	11/28/2018	6	\$ 1,882.00	
18	6	CCD 018 CMU Remedial Work	11/28/2018	6	\$ 18,190.82	
19	7	CR #32A - PR #026 Booking Exterior East Wall	1/2/2019	7	\$ 11,898.09	
20	7	CR #056R - Landscaping Package - Revised	1/2/2019	7	\$ 105,000.00	
21						
22						
23						
24						
25		Net change by Fully Executed Change Orders				\$ 186,245.54
26		Contract Sum to Date based upon Fully Executed Change Orders				\$ 782,315.54
27						
28		Pending Change Orders				
29		CR 045 - Corrado Backcharges			\$ 8,205.25	
30		New Contract Sum				\$ 790,520.79
31						



Change Request Summary

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

CHANGE REQUEST NO.: **CR-045**

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 0-8-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total **\$79,938.37**

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☒ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other
By: <u>Mike Webb</u>	By: <u>William R. Hays III</u>	By: _____
Date: <u>5-15-19</u>	Date: <u>5/15/19</u>	Date: _____

cc: Field
File

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS
& SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF \$181,940.09

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 \$1,354,082.73 is hereby accepted and approved.

Passed this 28th day of May 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	
10	CCD-024 Fire Alert Speaker Relocation	3/12/2019	10	\$ 522.04	
11	CR 065R IT Modifications	4/9/2019	11	\$ 15,993.19	
11	CR 078 Additional Conduit Boring	4/9/2019	11	\$ 2,091.13	
11	CR 079 Electrical RFI Responses	4/9/2019	11	\$ 2,414.88	
12	CR 081 - PR #043 Add Panic Strips	5/15/2019	12	\$ 6,919.25	
12	CR 082R - PR #044 Police Conf. Rm 210 Lighting	5/15/2019	12	\$ 5,981.29	
Net change by Fully Executed Change Orders					\$ 159,142.64
Contract Sum to Date based upon Fully Executed Change Orders					\$ 1,172,142.64
Pending Changes					
	CR 045 - Corrado Backcharges			\$ 2,061.11	
	CR 074 P117 Evidence Tech Card Reader Access			\$ 2,917.38	
	CR 094 Schedule Delay Claim			\$ 176,961.60	
New Contract Sum					\$ 1,354,082.73

381,940.19



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-074**
Marshalltown, IA

DATE: May 7, 2019

SUBJECT: P117 Evidence Tech Card Reader Access

PROPOSED CHANGE DESCRIPTION:

Garling Construction - [Bid Package No. 6-1]

SHEETS: See attachments below.

1. Provide and install card reader access via a card reader lockset trim. Card reader lockset trim to match similar doors in Police Wing. Coordinate repair work with all other trades.

Hilsabeck Schacht - [Bid Package No. 9-1]

SHEETS: See attachments below.

1. Remove and replace drywall around frame P117 as necessary. Coordinate repair work with all other trades.

Heartland Finishes - [Bid Package No. 9-3]

SHEETS: See attachments below.

1. Repaint patched drywall and frame P117 as necessary.

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

SHEETS: See attachments below.

1. Provide and install access control cabling, junction box, and accessories as necessary to provide card access control to Door P117. Coordinate repair work with all other trades.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
06-1	General	Garling Construction, Inc.	\$ 5,562.72
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 620.00
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,917.38
Total			\$9,100.10

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 Wetts

By: William R. Hays III

By: _____

Date: 5-7-19

Date: 5/8/19

Date: _____



General Contractors

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

COR #. 032

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Wednesday, February 27, 2019

Project: Marshalltown Police & Fire

Change order to add card reader to evidence tech's door (door #P117A).

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00037	Bond 2%	Other Expense			109.070	0.0000	\$109.07
00037	Garling Supervision	Labor Expense			1200.000	15.0000	\$1,380.00
00037	Garling Project Manager and Administration	Labor Expense			730.000	15.0000	\$839.50
00037	Doors Inc Material				2301.000	15.0000	\$2,646.15
00037	Quick Construction				560.000	5.0000	\$588.00

PROPOSAL SUMMARY

Other Expense	\$109.07
Labor Expense	\$2,219.50
	\$3,234.15
Net Costs	\$5,562.72

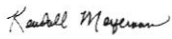
Proposal Total **\$5,562.72**

~~✗~~ 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



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-045**
Marshalltown, IA

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 08-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total **\$79,938.37**

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: Mike Webb

By: William R. Ziegler III

By: _____

Date: 5-15-19

Date: 5/15/19

Date: _____

cc: Field
File



DeVries Electric inc.

Electrical Designing & Contracting

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

INVOICE#1001

September 5, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
<Additional Overtime Tending Masonry Rough in>

Jace:

Please see the enclosed T&M sheets and charges to cover the added overtime expenses for tending the masonry rough in when requested to stay after hours.

ADD/DEDUCT:

- Material	\$0.00
- Overtime Labor	65.5 hrs.

TOTAL MATERIAL ADD	\$	-
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	-
TOTAL Overtime LABOR ADD (65.5 hr. x \$25.46)	\$	1,667.63
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	89.50
PROJECT COORDINATOR (0 hr. x \$55.57)	\$	-
ESTIMATOR (0 hr. x \$89.50)	\$	-
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	1,757.13
MATERIAL & LABOR SUBTOTAL	\$	1,757.13
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS	\$	-
OTHER ITEMS SUBTOTAL	\$	-
SUBTOTAL	\$	1,757.13
OVERHEAD FEE (15%)	\$	263.57
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	40.41
TOTAL	\$	2,061.11

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

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager



<u>Contractor Story Construction</u>	
Name:	Ethan Dix
Date:	
Signature:	
<u>DeVries Electric, Inc.</u>	
Name:	Gary Sieck
Date:	
Signature:	

Work Order # 3

Marshalltown, IA 50158

Tending masonry rough-in for extended hours in the Fire Wing/Lobby Wall.

Story Construction
Name: Ethan Dix
Date: _____
Signature: _____

DeVries Electric, Inc.
Name: Gary Sieck
Date: _____
Signature: _____



Digitally signed by GLSIECK
DN: C=US,
E=glsieck@windstream.net,
O=Devries Electric Inc.,
CN=GLSIECK
Date: 2018.04.12
09:36:53-05'00'



Job Date: Monday 4/23/18
Work Order # 6

Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50158

Tending Masonary Rough-in For Extended Hours In Detention Area & Training room.

<u>Story Construction</u>	
Name:	Ethan Dix
Date:	
Signature:	
<u>DeVries Electric, Inc.</u>	
Name:	Gary Sieck
Date:	
Signature:	



Story Construction	
Name:	Ethan Dix
Date:	
Signature:	
DeVries Electric, Inc.	
Name:	Gary Sieck
Date:	
Signature:	



Work Order # 8

Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50158

Tending Masonary Rough-in For Extended Hours In Detention Area & Sally Port

<u>Story Construction</u>	
Name:	Ethan Dix
Date:	
Signature:	
<u>DeVries Electric, Inc.</u>	
Name:	Gary Sieck
Date:	
Signature:	



Story Construction	
Name:	Ethan Dix
Date:	
Signature:	
DeVries Electric, Inc.	
Name:	Gary Sieck
Date:	
Signature:	



Signature: _____



Job Date: Monday 5/1/18
Work Order # 11

Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50158

Tending Masonary Rough-in For Extended Hours In The Lobby/Police Wing.

Story Construction	
Name:	Ethan Dix
Date:	
Signature:	
DeVries Electric, Inc.	
Name:	Gary Sieck
Date:	
Signature:	



<u>Story Construction</u>	
Name:	Ethan Dix
Date:	
Signature:	
<u>DeVries Electric, Inc.</u>	
Name:	Gary Sieck
Date:	
Signature:	



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

Job Date: Monday 5/7/18

Work Order # 13

Story Construction

2810 Wakefield Circle

Ames, IA 50010

Marshalltown Police & Fire Station HQ

909 South 2nd Street

Marshalltown, IA 50158

Tending Masonry Rough-in For Extended Hours In The Training Room.

Story Construction	
Name:	Ethan Dix
Date:	
Signature:	
DeVries Electric, Inc.	
Name:	Gary Sieck
Date:	
Signature:	



Signature: _____



Electrical Designing & Contracting

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

WORK ORDER

Job Date: Wednesday 5/9/18

Work Order # 15

Billing Address:

Story Construction

2810 Wakefield Circle

Ames, IA 50010

Site Address:

Marshalltown Police & Fire Station HQ

909 South 2nd Street

Marshalltown, IA 50158

Work Performed:

Tending Masonry Rough-in For Extended Hours In The Apparatus Bay.

[illegible]

Labor	OT Hrs	Hrs	Total
Gary Sieck	1		
Mike Garton	1		
Kenny Strand			

Story Construction

Name: **Ethan Dix**

Date:

Signature: _____

DeVries Electric, Inc.

Name: **Gary Sieck**

Date:

Signature: _____



Work Order # 18

Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50158

Tending Masonry Rough-in For Extended Hours In The Apparatus Bay.

Signature: _____



Signature: _____

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 \$2,830.00

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 \$663,664.00 is hereby accepted and approved.

Passed this 28th day of May 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			
CO #		Change Order	Change #	Change Order	Contract Amount
		Date		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	
5	CR 068 Fire Wing Wicket Screens	3/12/2019	5	\$ 2,887.00	
5	CR 075 Fire Rated Glass Size Changes	3/12/2019	5	\$ 2,830.00	
5	CCD 15 - CW Steel Lintel	3/12/2019	5	\$ 598.00	
6	CCD 030 - Window Privacy Film - Swat Room & Bike Shop	5/15/2019	6	\$ 728.00	
					\$ 23,934.00
	Net change by Fully Executed Change Orders				\$ 660,834.00
	Contract Sum to Date based upon Fully Executed Change Orders				
	Pending Changes				
	CR 045 - Corrado Backcharges			\$ 2,830.00	
	New Contract Sum				\$ 663,664.00



Change Request Summary

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

CHANGE REQUEST NO.: **CR-045**

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	\$ 8,205.25
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		
Reinforcing Steel Claim	\$ 6,990.00	\$ 6,990.00
<u>BP 05-1 Central Western</u>		
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	\$32,277.00
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	\$13,779.05
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		
Clean Up Fire Wing Roof	\$ 369.00	\$ 369.00
<u>BP 08-1 Foreman Ford</u>		
Re-order Fire Rated Glazing at P102	\$ 2,830.00	\$ 2,830.00
<u>BP 09-1 Hilsabeck Schacht</u>		
CMU Prep at Sally Port	\$ 1,818.00	\$ 1,818.00
<u>BP 22-1 Tony's Plumbing & Heating</u>		
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	\$11,608.96
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	\$ 2,061.11

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total **\$79,938.37**

Story Construction Co. Contractor	Prochaska & Associates Designer	City of Marshalltown Owner
☒ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other
By: <u>Mike Webb</u>	By: <u>William R. Ziegler III</u>	By: _____
Date: <u>5-15-19</u>	Date: <u>5/15/19</u>	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
From JC with Story: This was required because the rough opening at P102 was the incorrect size. Thus, the metal frame was reordered along with this glazing.			\$0.00
			\$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

Marshalltown Police & Fire Station Headquarters					
City of Marshalltown					
Marshalltown, Iowa					
Bid Package No. 06-1 General					
Garling Construction					
		Change Order		Change Order	
CO #		Date	Change #	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	
9	CR 057 PR #042 Lobby Security Glazing	3/12/2019	9	\$ 15,213.79	
9	CR 067 Moisture Tolerant Primer for Epoxy Flooring @ Evidence Proces	3/12/2019	9	\$ 680.08	
10	CR 072R Steel Lobby Signs	4/9/2019	10	\$ 1,589.36	
Net change by Fully Executed Change Orders					\$ 65,033.52
Contract Sum to Date based upon Fully Executed Change Orders					\$ 1,262,033.52
Pending Changes					
	CR 045 - Corrado Backcharges			\$ 13,779.05	
	CR 074 - P117 Evidence Tech Card Reader Access			\$ 5,562.72	
	CR 094 - Schedule Delay Claim			\$ 90,259.41	
	CCD 006 - Window Blocking			\$ 1,062.74	
	CCD 027 - Holding Cell Raised Bed Concrete Burnishing			\$ 793.61	
	CCD 033 - 9/11 Monument Granite Top Design Changes			\$ 2,925.46	
New Contract Sum					\$ 1,376,416.51

13,779.05
 5,562.72
 90,259.41
 1,062.74
 793.61
 2,925.46
 } 114,382.99



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-045**
Marshalltown, IA

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 08-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total

\$79,938.37

Story Construction Co.

Contractor

Prochaska & Associates

Designer

City of Marshalltown

Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By:

Mike Webb

By:

William R. Ziegler III

By:

Date:

5-15-19

Date:

5/15/19

Date:

cc: Field
File

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

03/04/2019

Project: Marshalltown Police Department & Fire Station

To: Jace Christensen
Story Construction
2810 Wakefield Circle
Ames, IA 50010
(515) 232-4358

Contract : 5450
Change Order: 036

Owner/GC CP:

Reference:

Section:

RE: Custom Brackets and Overhead Door #F145Q

Requested By:

Respond By:

Scope of Work:

To add to our scope of work for this project the custom installation of the steel brackets for the OH door track at Door #F145Q by welding them to the steel column, and ordering this OH door as a special order to fit the door opening (which is approximately 2" wider):

Subcontractor:

Skold Construction Services:

Welding OH door track brackets to steel column = \$ 380.00

Special order for oversized (custom) Door #F145Q = \$ 560.00

Subtotal = \$ **940.00**

Garling OH & P (5%) = \$ 47.00

Bond (2%) = \$ 19.74

Total = \$ **1,006.74**

Signed:

Signed:

GARLING CONSTRUCTION INC

By:

Date:

By:

Date:



General Contractors

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

COR #. 036

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Tuesday, March 5, 2019

Project: Marshalltown Police & Fire

Change order for custom installation of the steel brackets for the OH door track at Door #F145Q by welding them to the steel column, and ordering this OH door as a special order to fit the door opening (which was approximately 2" wider).

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00041	Bond 2%	Other Expense			19.740	0.0000	\$19.74
00041	Skold Door				940.000	5.0000	\$987.00

PROPOSAL SUMMARY

Other Expense \$19.74

\$987.00

Net Costs \$1,006.74

Proposal Total \$1,006.74

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x *Kendall Meyeraan* _____ Date: 03/05/2019
Kendall Meyeraan, Project Manager

Home Rental Center & Sales Co.
603 South 6th Street
Marshalltown, IA 50158
(641) 752-3388
(641) 753-7531 FAX

1-599493

Open Order

Rent Date:	8/24/2018 10:45 AM
Due Date:	8/25/2018 10:45 AM
Return Date:	
Order Terms:	Net 30
PO #:	54050
Job #:	Mtown Police

Customer Information

Garling Construction
1120 11th Street
Belle Plaine, IA 52208-0097

Ship VIA	Customer Drivers License	Work Phone #	Fax Phone #
		(319) 444-3409	(319) 444-2437

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name			Employee Name		
134						LV		
Description	Qty Out	Qty. In	Minimum 1	Daily	Weekly	Per Unit	Taxable	Extended
Concrete Grinder Hand Held-w 1 Diam Item ID: 3661 Rent Date: 8/24/2018 10:45 AM Serial: 710000196	1		\$45.00	\$80.00	\$320.00	\$80.00	☒	\$80.00
<<-- Rental -->>								
Due Date: 8/25/2018 10:45 AM								
Vacuum Shop Dry/Wet 12gal Item ID: 1848 Rent Date: 8/24/2018 10:45 AM Serial: 25004509 Hose, Wand	1		\$25.00	\$30.00	\$120.00	\$30.00	☒	\$30.00
<<-- Rental -->>								
Due Date: 8/25/2018 10:45 AM								
Vacuum bag Item ID: MiTM /19-0610	2.00					\$6.00	☒	\$12.00
<<-- Sale -->>								

Grinder/Vac
for MASONRY
@ DOORS.

Job 54050 Phase: EXTRA
Charged to Acct.

Order Terms:

Equipment Received subject to conditions on reverse side. Signature authorizes credit card purchases. Paid reservations are non refundable.

All returns are subject to a 20% restock fee.
No returns without receipt.
No returns on electrical items.
No returns after 14 days.
No returns on special orders or close out items.
No Warranty on used equipment.

Michael Roberts

X

Michael Roberts

Customer Signature

Customer Name (Printed)

HOURS:
Monday - Friday 8:00am - 5:00pm
Saturday 8:00am - 12:00pm
Closed Sundays



Rental Charges:	\$110.00
Merchandise Sales:	\$12.00
Sub Total:	\$122.00
Tax:	\$0.00
Order Total:	\$122.00
Amount Paid:	\$0.00
Amount Due:	\$122.00

Tax Exempt ID:	42-018582
----------------	-----------

Marshalltown Police and Fire Station Headquarters

Extra Work for Grinding Masonry Walls at Door Frames:

Updated: 2/24/2019

Labor Rates: Regular Hours = \$54.00/hr
Overtime /Shift Work Hours = \$ 81.00/hr
(*All man-hours are assumed to be regular hours unless specifically noted otherwise)

Item #	Date	Work Description	Work Performed By:	Men	Hours	Total Man-Hours*	Subtotal	Profit 15%	Subtotal	Bond 2%	TOTAL	
1	08/24/18	Grinding of CMU at Door Frames	Nick Roberts	1	9	9	\$ 486.00	\$ 72.90	\$ 558.90	\$ 11.18	\$ 570.08	
						TOTALS:	\$ 9.00	\$ 486.00	\$ 72.90	\$ 558.90	\$ 11.18	\$ 570.08

GARLING CONSTRUCTION INC
1120 11TH STREET

Page 1 of 3

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

03/04/2019

Project: Marshalltown Police Department & Fire Station

To: Jace Christensen
Story Construction
2810 Wakefield Circle
Ames, IA 50010
(515) 232-4358

Contract : 5450
Change Order: 034

Owner/GC CP:

Reference:

Section:

RE: Grinding of Masonry Walls at Door Frames

Requested By:

Respond By:

Scope of Work:

To add to our scope of work for this project the labor to grind the masonry walls at door frames:

Garling Construction Labor	= \$ 486.00
Equipment Rental (Grinder W/ vacuum)	= \$ 122.00
Subtotal	<u>= \$ 608.00</u>
Garling OH & P (15%)	= \$ 91.20
Bond (2%)	<u>= \$ 13.98</u>
Total	= \$ 713.18

Signed:

Signed:

GARLING CONSTRUCTION INC

By:
Date:

By:
Date:



General Contractors

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

COR #. 034

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Monday, March 4, 2019

Project: Marshalltown Police & Fire

Change order for adding labor to grind the masonry walls at door frames being added to scope of work.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00039	Bond 2%	Other Expense			13.980	0.0000	\$13.98
00039	Garling Labor	Labor Expense			486.000	15.0000	\$558.90
00039	Equipment Rental	Equipment Expense			122.000	15.0000	\$140.30

PROPOSAL SUMMARY

Other Expense	\$13.98
Labor Expense	\$558.90
Equipment Expense	\$140.30
Net Costs	\$713.18

Proposal Total \$ 713.18

~~✗~~ 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: 03/04/2019
Kendall Meyeraan, Project Manager

GARLING CONSTRUCTION INC
1120 11TH STREET

Page 1 of 2

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

01/11/2019

Project: Marshalltown Police Department & Fire Station

To: Jace Christensen
Story Construction
2810 Wakefield Circle
Ames, IA 50010
(515) 232-4358

Contract : 5450
Change Order: 030

Owner/GC CP:

Reference:

Section:

RE: Grouting of Steel Column Base Plates

Requested By:

Respond By:

Scope of Work:

To add to our scope of work for this project the labor for the starter course block infill at the steel columns:

Garling Construction Labor	= \$ 4,293.00
Garling OH & P (15%)	= \$ 643.95
Bond (2%)	= \$ 98.74
Total	= \$ 5,035.69

Signed:

Signed:

GARLING CONSTRUCTION INC

By:
Date:

By:
Date:

Marshalltown Police and Fire Station Headquarters

Extra Work for Starter Course Block Infill:

Updated: 1/11/2019

Labor Rates:

Regular Hours = \$54.00/hr

Overtime /Shift Work Hours = \$ 81.00/hr

(*All man-hours are assumed to be regular hours unless specifically noted otherwise)

Item #	Date	Work Description	Work Performed By:	Men	Hours	Total Man-Hours*	Subtotal	Profit 15%	Subtotal	Bond 2%	TOTAL	
1	10/09/18	Starter Course Block Infill	Nick Roberts	1	7	7	\$ 378.00	\$ 56.70	\$ 434.70	\$ 8.69	\$ 443.39	
2	10/15/18	Starter Course Block Infill	Nick Roberts	1	5	5	\$ 270.00	\$ 40.50	\$ 310.50	\$ 6.21	\$ 316.71	
			Lyle	1	5.5	5.5	\$ 297.00	\$ 44.55	\$ 341.55	\$ 6.83	\$ 348.38	
			Marco	1	5.5	5.5	\$ 297.00	\$ 44.55	\$ 341.55	\$ 6.83	\$ 348.38	
3	10/16/18	Starter Course Block Infill	Nick Roberts	1	2	2	\$ 108.00	\$ 16.20	\$ 124.20	\$ 2.48	\$ 126.68	
			Lyle	1	7.5	7.5	\$ 405.00	\$ 60.75	\$ 465.75	\$ 9.32	\$ 475.07	
			Marco	1	7.5	7.5	\$ 405.00	\$ 60.75	\$ 465.75	\$ 9.32	\$ 475.07	
4	10/17/18	Starter Course Block Infill	Nick Roberts	1	2	2	\$ 108.00	\$ 16.20	\$ 124.20	\$ 2.48	\$ 126.68	
			Lyle	1	7	7	\$ 378.00	\$ 56.70	\$ 434.70	\$ 8.69	\$ 443.39	
			Traynan	1	7	7	\$ 378.00	\$ 56.70	\$ 434.70	\$ 8.69	\$ 443.39	
5	11/02/18	Starter Course Block Infill	Nick Roberts	1	1	1	\$ 54.00	\$ 8.10	\$ 62.10	\$ 1.24	\$ 63.34	
			Lyle	1	7.5	7.5	\$ 405.00	\$ 60.75	\$ 465.75	\$ 9.32	\$ 475.07	
			Tom	1	7.5	7.5	\$ 405.00	\$ 60.75	\$ 465.75	\$ 9.32	\$ 475.07	
			Jaden	1	7.5	7.5	\$ 405.00	\$ 60.75	\$ 465.75	\$ 9.32	\$ 475.07	
					TOTALS:	79.5	\$ 4,293.00	\$ 643.95	\$ 4,936.95	\$ 98.74	\$ 5,035.69	



General Contractors

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

COR #. 030

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Friday, January 18, 2019

Project: Marshalltown Police & Fire

Change order to add to our scope of work for this project the labor for the starter course block infill at the steel columns.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00035	Bond 2%	Other Expense			98.740	0.0000	\$98.74
00035	Garling Labor	Labor Expense			4293.000	15.0000	\$4,936.95

PROPOSAL SUMMARY

Other Expense	\$98.74
Labor Expense	\$4,936.95
Net Costs	\$5,035.69

Proposal Total **\$5,035.69**

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x *Kendall Meyeraan* Date: 01/21/2019

Kendall Meyeraan, Project Manager

Marshalltown Police and Fire Station Headquarters

Extra Work for Cutting In Roof Joist Pockets:

Updated: 2/24/2019

Labor Rates: Regular Hours = \$54.00/hr
Overtime /Shift Work Hours = \$ 81.00/hr
(*All man-hours are assumed to be regular hours unless specifically noted otherwise)

Item #	Date	Work Description	Work Performed By:	Men	Hours	Total Man- Hours*	Subtotal	Profit 15%	Subtotal	Bond 2%	TOTAL	
1	07/26/18	Install Roof Joist Embed Plates	Nick Roberts	1	5.5	5.5	\$ 297.00	\$ 44.55	\$ 341.55	\$ 6.83	\$ 348.38	
						TOTALS:	\$ 5.50	\$ 297.00	\$ 44.55	\$ 341.55	\$ 6.83	\$ 348.38

GARLING CONSTRUCTION INC
1120 11TH STREET

Page 1 of 2

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

03/04/2019

Project: Marshalltown Police Department & Fire Station

To: Jace Christensen
Story Construction
2810 Wakefield Circle
Ames, IA 50010
(515) 232-4358

Contract : 5450
Change Order: 037

Owner/GC CP:

Reference:

Section:

RE: Cut-In Roof Joist Pockets into Masonry Wall

Requested By:

Respond By:

Scope of Work:

To add to our scope of work for this project the labor to cut-in roof joist pockets into the existing masonry (CMU) walls:

Garling Construction Labor	= \$ 297.00
Garling OH & P (15%)	= \$ 44.55
Bond (2%)	= \$ 6.83
Total	= \$ 348.38

Signed:

Signed:

GARLING CONSTRUCTION INC

By:

Date:

By:

Date:



General Contractors

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

COR #. **037**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Friday, March 8, 2019

Project: Marshalltown Police & Fire

Change order to add labor for cut in roof joist pockets into the existing masonry. CMU walls.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00042	Bond 2%	Other Expense			6.830	0.0000	\$6.83
00042	Garling Labor	Labor Expense			297.000	15.0000	\$341.55

PROPOSAL SUMMARY

Other Expense	\$6.83
Labor Expense	\$341.55
Net Costs	\$348.38

Proposal Total \$ 348.38

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x *Kendall Meyeraan* Date: 03/08/2019
Kendall Meyeraan, Project Manager



GENERAL CONTRACTORS SINCE 1971

Marshalltown Police and Fire Station Headquarters
03-04-19
CCD 021

Installation of Steel Plates at OH Door Steel Lintels (at App Bay and Sally Port:

Garling Construction:

N/A

Subcontractor:

Skold Construction Services:

Install prime-painted steel plates at the overhead door steel lintels in the Apparatus Bay and Sally Port, totaling 18 OH door openings, for backing support of the overhead door spring and tracks

= \$ 5,091.43

Total Subcontractor = \$ 5,091.43

TOTAL for CCD 021:

Skold Construction Services
OH & P for Garling Const. (5%)
Bond (2%)

= \$ 5,091.43

= \$ 254.57

= \$ 106.92

TOTAL = \$ 5,452.92

Kendall Meyeraan

From: Kendall Meyeraan
Sent: Tuesday, November 13, 2018 5:32 PM
To: 'ethan.dix@storycon.com'; jace.christensen@storycon.com
Subject: OH Doors at App Bay

Ethan and/or Jace:

I have some updates regarding the installation for the OH doors for the App Bay:

1. I have received pricing from Jon of Skold Doors for them to install steel plates as required for their tracks and springs at the steel lintels which have not been filled in with the CMU as detailed on the drawings. They have priced this as installing $\frac{1}{4}$ " ^{prime-painted} galvanized steel plates where required for support of their vertical tracks and center spring assembly, and they will touch up the ^{primer at} ~~galvanizing at~~ the welds with cold-galvanizing paint when completed with the installation of these plates. Skold's price for this work would be \$3,960.00, and with our mark-up of 5% and bond of 2% the total cost for these 14 door openings would be approximately \$4,241.00.

\$ 3,960.00 / 14 door openings = \$ 282.86 / opening

\$282.86 / door opening x 18 openings = **\$ 5,091.43**

Please review this information and reply at your earliest opportunity with any questions or comment you might have regarding this subject. Thank you.

Kendall Meyeraan
Garling Construction, Inc.
Cell: 319-444-6671
Office: 319-444-3409
Fax: 319-444-2437
E-mail: kmeyeraan@garlingconstruction.com



General Contractors

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

COR #. 046

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date Monday, April 15, 2019
Project: Marshalltown Police & Fire	
Change order for labor and material for the construction of the partial wall behind the cabinets along the east wall of room #P128 Booking.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00051	Garling Labor	Labor Expense			560.000	15.0000	\$644.00
00051	Garling Material	Material Expense			179.680	14.9989	\$206.63
00051	Architectural Arts				331.000	5.0151	\$347.60
00051	Bond 2%	Other Expense			23.910	0.0000	\$23.91

PROPOSAL SUMMARY

Labor Expense	\$644.00
Material Expense	\$206.63
	\$347.60
Other Expense	\$23.91
Net Costs	\$1,222.14

Proposal Total **\$1,222.14**

✂ 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: 04/15/2019

Kendall Meyeraan, Project Manager

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

04/12/2019

Project: Marshalltown Police Department & Fire Station

To: Jace Christensen
Story Construction
2810 Wakefield Circle
Ames, IA 50010
(515) 232-4358

Contract : 5450
Change Order: 046

Owner/GC CP:

Reference:

Section:

RE: Partial Wall Behind Cabinets at East Wall of Booking

Requested By:

Respond By:

Scope of Work:

To add to our scope of work for this project the labor and materials for the construction of the partial wall behind the cabinets along the east wall of room #P128 Booking:

Garling Construction:

Labor (10 hrs x \$ 56.00/hr) = \$ 560.00

Materials:

Metal Stud Framing:

Track (3 pcs x 10 lf/pc x \$0.73/lf) = \$ 21.90

Studs (4 pcs x 12 lf/pc x \$0.58/lf) = \$ 27.84

Fire-Treated Plywood (3 pcs x \$39.98/pc) = \$ 119.94

Miscellaneous Fasteners (est.) = \$ 10.00

Garling OH & P (15%) = \$ 110.95

Architectural Arts = \$ 331.00

Garling OH & P on Subcontractor (5%) = \$ 16.55

Bond (2%) = \$ 23.96

Total = \$ 1,222.14

Signed:

Signed:

GARLING CONSTRUCTION INC

By:

Date:

By:

Date:

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

AN INCREASE OF \$114,382.99

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 \$1,376,416.51 is hereby accepted and approved.

Passed this 28th day of May 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#9-1 GYMPSUM WALL ASSEMBLIES FOR
HILSABEK SCHACHT, INC.
AN INCREASE OF \$2438.00

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 \$1,125,393.00 is hereby accepted and approved.

Passed this 28th day of May 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	
8	CCD 16 Aluminum Window Foam Infill	3/12/2019	8	\$ 2,513.00	
9	CR 083 - Misc. Hilsabeck Work Orders	5/15/2019	9	\$ 3,183.00	
Net change by Fully Executed Change Orders					\$ 30,605.00
Contract Sum to Date based upon Fully Executed Change Orders					\$ 1,122,955.00
Pending Changes					
	CR 045 - Corrado Backcharges			\$ 1,818.00	3-2438.00
	CR 074 P117 Evidence Tech Card Reader Access			\$ 620.00	
New Contract Sum					\$ 1,125,393.00



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 #074**
DATE: **February 15, 2019**
SUBJECT: **P117 Ev. Tech Card Reader Access**

CONTRACTOR:

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

PROPOSED CHANGE - Please review the following proposed change and determine the impact on your work. This Change Request is intended to provide clarification and revisions to the Bid Packages listed below, however if you feel the proposed changed and/or attachments also impact your contract and result in a change to your scope of work, you are instructed to prepare a cost impact proposal. Responses and proposals are to be **submitted by no later than 12:00 p.m. on Friday, March 01, 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]

SHEETS: See attachments below.

1. Provide and install card reader access via a card reader lockset trim. Card reader lockset trim to match similar doors in Police Wing. Coordinate repair work with all other trades.

Hilsabeck Schacht - [Bid Package No. 9-1]

SHEETS: See attachments below.

1. Remove and replace drywall around frame P117 as necessary. Coordinate repair work with all other trades.

Heartland Finishes - [Bid Package No. 9-3]

SHEETS: See attachments below.

1. Repaint patched drywall and frame P117 as necessary.

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

SHEETS: See attachments below.

1. Provide and install access control cabling, junction box, and accessories as necessary to provide card access control to Door P117. Coordinate repair work with all other trades.

Provide all work in accordance with Change Request No. CR #074 dated February 15, 2019, as prepared by Prochaska and Associates and Story Construction.

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

Self Performed Work

Labor (attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)	\$	1,930.00
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$	2,301.00
Overhead and Profit - (15% max.)	\$	634.65
Subtotal	\$	4,865.65

Subcontractor Work

Labor (attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)	\$	560.00
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$	0.00
Overhead and Profit - (5% max.)	\$	28.00
Subtotal	\$	588.00

Bond	\$	109.07
GRAND TOTAL	\$	5,562.72

Company: Garling Construction, Inc.Date: 02/27/19Signature: 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



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-045**
Marshalltown, IA
DATE: May 9, 2019
SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 08-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total

\$79,938.37

Story Construction Co.

Prochaska & Associates

City of Marshalltown

Contractor

Designer

Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By:

Mike Webb

By:

William R. Hays III

By:

Date:

5-15-19

Date:

5/15/19

Date:

cc: Field
File

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

014842

LABOR	1508
MATERIAL	310-
TAX	
TOTAL	\$ 1818-

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 \$11,608.96

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 \$1,830,157.96 is hereby accepted and approved.

Passed this 28th day of May 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. 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	
10	CR 073 - RFI #153 Unit Heater 3-Way Valve	3/12/2019	10	\$ 918.00	
Net change by Fully Executed Change Orders					\$ 6,788.00
Contract Sum to Date based upon Fully Executed Change Orders					\$ 1,818,549.00
Pending Changes					
	CR 045 - Corrado Backcharges			\$ 11,608.96	
New Contract Sum					\$ 1,830,157.96



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-045**
Marshalltown, IA

DATE: May 9, 2019

SUBJECT: Corrado Backcharges

PROPOSED CHANGE DESCRIPTION:

Work performed by Bid Package Contractors to keep work moving due to Corrado's lack of performance.

<u>BP 02-1 Con-Struct, Inc.</u>		\$ 8,205.25
Moving Block/Brick – Apparatus Bay	\$ 6,655.25	
Clean-up Site	\$ 332.50	
Clean-up Site – Brick & Block	\$ 1,217.50	
<u>BP 03-1 Caliber Concrete</u>		\$ 6,990.00
Reinforcing Steel Claim	\$ 6,990.00	
<u>BP 05-1 Central Western</u>		\$32,277.00
Equipment & Hours Delay - 6/20/18 Invoice	\$24,780.00	
Equipment & Hours Delay - 8/1/18 Invoice	\$ 7,497.00	
<u>BP 06-1 Garling Construction</u>		\$13,779.05
Cut Block & Reset Embeds @ West Lobby Wall – 4 hours	\$ 348.38	
Starter Course Block Infill	\$ 5,035.69	
Grinding at Masonry Walls for Hollow Metal Frames to Fit	\$ 713.18	
Custom Door at F145Q Due to CMU Being 2" Too Wide	\$ 1,006.74	
CCD 021 Apparatus Bay Overhead Door Steel Plates	\$ 5,452.92	
CCD 023 – RFI 141 Booking Casework & Countertop Modifications	\$ 1,222.14	
<u>BP 07-1 Black Hawk Roof Co.</u>		\$ 369.00
Clean Up Fire Wing Roof	\$ 369.00	
<u>BP 08-1 Foreman Ford</u>		\$ 2,830.00
Re-order Fire Rated Glazing at P102	\$ 2,830.00	
<u>BP 09-1 Hilsabeck Schacht</u>		\$ 1,818.00
CMU Prep at Sally Port	\$ 1,818.00	
<u>BP 22-1 Tony's Plumbing & Heating</u>		\$11,608.96
Additional Hours Tending Masons, Fixed Damaged Pipe	\$ 2,307.90	
Camera & Jet Out Underground Sewer Lines Due to Corrado Damaged Clean-out	\$ 3,535.38	
CR 080 Time & Material to Repair Broken Pipe in Sally Port	\$ 437.68	
B & G (Ciro Dilorio) Cutting Masonry - 6/22/18 & 6/26/18	\$ 1,140.00	
B & G (Ciro Dilorio) Cut Duct Openings in Masonry	\$ 4,188.00	
<u>BP 26-1 DeVries Electric</u>		\$ 2,061.11
Additional Hours (overtime) – 65.5 Hours	\$ 2,061.11	

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
02-1	Site Demolition, Earthwork & Utilities	Con-Struct, Inc.	\$ 8,205.25
03-1	Concrete Foundations & Flatwork	Caliber Concrete	\$ 6,990.00
05-1	Steel	Central Western	\$32,277.00

06-1	General	Garling Construction, Inc.	\$13,779.05
07-1	Membrane Roofing & Wall Panels	Black Hawk Roof Co.	\$ 369.00
08-1	Aluminum Storefronts, Curtain Walls & Glazing	Foreman Ford	\$ 2,830.00
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 1,818.00
22-1		Tony's Plumbing & Heating, Inc.	\$11,608.96
26-1	Electrical, Communications & Security	DeVries Electric, Inc.	\$ 2,061.11

Total

\$79,938.37

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By:

Mike Webb

By:

William R. Ziegler III

By:

Date:

5-15-19

Date:

5/15/19

Date:

cc: Field
File

Tony's Plumbing & Heating, LLC

5630 Westminster Drive Office: 319-277-2750 Email: tony@tonysphc.com

Cedar Falls, IA 50613 Fax: 319-277-3310 Website

Cedar Falls, IA 50613 Fax: 319-277-3310 Website

Fax: 319-277-3310

Website

Phone:

Invoice Date: 4/26/18

909 South 2nd St
Marshalltown, IA

Make all checks payable to Tony's Plumbing & Heating, LLC.
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Email: tony@tonysphc.com

Website

Invoice Date: 4/27/18

[illegible]

Tony's Plumbing & Heating, LLC

5630 Westminster Drive

Office: 319-277-2750

Email: tony@tonysphc.com

Cedar Falls, IA 50613

Fax: 319-277-3310

Website

Bill To: City of Marshalltown

Phone:

Invoice Date: 5/14/18

Invoice For: Marshalltown Police & Fire Headquarters

909 South 2nd St
Marshalltown, IA

Plumber	Description	Hours	Hourly Rate	Office Charge	Cost
Edis	Repair broken 4" cast iron pipe - Masons ran over with lift	5	\$ 68.28	\$ 15.00	\$ 356.40
Mirsad	Repair broken 4" cast iron pipe - Masons ran over with lift	5	\$ 68.28		\$ 341.40
	Tractor rental				\$ 254.00
	Loud of 1" clean rock				\$ 372.58
	materials-4" pipe & fittings				\$ 339.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Invoice Subtotal	\$ 1,663.38
				Tax Rate	
				Sales Tax	\$ -
				Other	
				Deposit Received	
				TOTAL	\$ 1,663.38

Make all checks payable to Tony's Plumbing & Heating, LLC.

Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Tony's Plumbing & Heating, LLC

5630 Westminster Drive

Office: 319-277-2750

Email: tony@tonysphc.com

Cedar Falls, IA 50613

Fax: 319-277-3310

Website

Bill To: City of Marshalltown

Phone:

Invoice Date: 7/30/18

Invoice For: Marshalltown Police & Fire Headquarters

909 South 2nd St
Marshalltown, IA

Plumber	Description	Hours	Hourly Rate	Office Charge	Cost
Natko	7/26/18 - camera and jet out underground sewer lines	1.5	\$ 68.28	\$ 15.00	\$ 117.42
Natko	7/26/18 Over-time - camera and jet out underground sewer lines	1	\$ 102.42		\$ 102.42
Natko	7/30/18 - camera and jet out underground sewer lines	4	\$ 68.28		\$ 273.12
Natko	7/30/18 Over-time - camera and jet out underground sewer lines	1	\$ 102.42		\$ 102.42
	Central Iowa Plumbing & Heating invoice #4209 - camera and jet out underground sewer lines				\$ 2,940.00
					\$ -
					\$ -
					\$ -
Invoice Subtotal					\$ 3,535.38
Tax Rate					
Sales Tax					\$ -
Other					
Deposit Received					
TOTAL					\$ 3,535.38

Make all checks payable to Tony's Plumbing & Heating, LLC.

Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.



Change Request Summary

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

CHANGE REQUEST NO.: **CR-080**

DATE: March 7, 2019

SUBJECT: Fix Broken Piping in Sally Port

PROPOSED CHANGE DESCRIPTION:

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

Provide work and materials to repair broken pipe in Sally Port.

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	\$437.68
Total			\$437.68

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☐ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☒ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: Mike Wells

By: William R. Hayes III

By: _____

Date: 3-8-19

Date: 3/26/19

Date: _____

cc: Field/File

The Owner is not to be held responsible for the costs incurred.

Tony's Plumbing & Heating, LLC

5630 Westminster Drive

Office: 319-277-2750

Email: tony@tonysphc.com

Cedar Falls, IA 50613

Fax: 319-277-3310

Website

Bill To: City of Marshalltown

Phone:

Invoice Date: 1/23/19

Invoice For: Marshalltown Police & Fire Headquarters

909 South 2nd St
Marshalltown, IA

Plumber	Description	Hours	Hourly Rate	Office Charge	Cost
Natko	1/22/19 Fix broken piping because someone left garage door open.	6	\$ 68.28	\$ 15.00	\$ 424.68
	materials - copper fittings				\$ 13.00
					\$ -
					\$ -
					\$ -
					\$ -
Invoice Subtotal					\$ 437.68
Tax Rate					
Sales Tax					\$ -
Other					
Deposit Received					
TOTAL					\$ 437.68

Make all checks payable to Tony's Plumbing & Heating, LLC.

Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave
Marshalltown, IA
50158

Invoice

Date	Invoice #
8/21/2018	534

Bill To
Story Construction 2810 Wakefield Cir. Ames, IA 50010

RECEIVED
AUG 24 2018
STORY CONSTRUCTION

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Saw cutting into masonry walls to allow for steel installation. 2 men for 4 hrs with lift.	1,140.00	1,140.00
<i>Thank you for your business!</i> <i>BILL than Tony's</i> <i>JD</i>		Total	\$1,140.00

RESOLUTION ADOPTING THE FY2018-2019 BUDGET AMENDMENT

WHEREAS the notice of public hearing for the budget amendment for the City of Marshalltown for the fiscal year ending June 30, 2019 was published in the Marshalltown Times Republican on May 16, 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 budget amendment is needed to increase the spending authority due to expenses caused by the tornado, expenses related to new grants, additional projects approved to be used by local option sales tax dollars, expenses related to debt issuance, etc.; and

WHEREAS the city has other expenses that need to be reallocated between government activities based on projected retirements, general insurance premiums, staff time spent on certain projects, repairs, etc. that were not known at the time of the development of the original budget; and

WHEREAS the Council has determined that adopting the amended budget is in the best interest of the City of Marshalltown.

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

1. That the Budget Amendment for fiscal year ending June 30, 2019, be approved,
2. The City Finance Director is directed to certify and file the budget amendment as adopted and deliver an original publication notice to the Marshall County Auditor.

PASSED this 28th day of May, 2019, and signed this ____ day of May, 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

May 22, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: FY2019 Budget Amendment

Policy Issue: The Council must approve an amended budget after a public hearing. By approving the budget, Council gives the authority to City staff to spend up to the amount approved within the 9 function areas.

Recommendation: Consider proposed amended budget for the current fiscal year after the public hearing at May 28, 2019 at 5:30 p.m.

Background: There will be no increase in property tax levies due to the proposed budget amendment. Any increase in expenditures will be met from the increased non-property tax revenues and cash balances not originally budgeted. A budget will have to be amended when the budgeted expenditures by function are expected to exceed the amount originally budgeted for that function. Due to the tornado disaster and other costs that are now known, a budget amendment is necessary. Staff provided the re-estimated budget information for FY19 in reports given to you while discussing the FY20 budget. We now want to incorporate those changes officially into the FY19 budget. There have also been some other changes made, such as an increase in our general liability insurance, increase in payments expected to be made to Marshalltown Visitors Bureau since our revenue for hotel/motel tax has increased, expenses from new grants/donations, additional expenses and more accurate estimates related to the tornado repairs and cleanup, etc. Most of the related FEMA revenues from the tornado are not budgeted to be reimbursed this fiscal year. See the handouts provided to you at the May 13, 2019 Council meeting for more detail.

Note that Marshalltown Water Works is part of our budget for state reporting purposes. There is no change to their budget. Their revenues are \$4,738,193 and expenditures are \$4,365,718.

The "City Budget Amendment and Certification Resolution" form is our first and only amendment for this fiscal year. The first column is the original FY19 budget as certified in March of 2018. The middle column shows the changes and the last column is the amended budget proposed.

Budget Impact: Revenues have increased primarily due to insurance proceeds from the tornado, new grants/donations, increased Road Use Tax and Local Option Sales Tax, and interest income. Expenditures have increased primarily due to tornado related costs and new costs that are grant/donation funded.

Attachment: City Budget Amendment and Certification Resolution

cc: Jessica Kinser, City Administrator

64-611

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #1

To the Auditor of MARSHALL County, Iowa:

The City Council of Marshalltown in said County/Countries met on 5/28/2019, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2019
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Marshalltown

Section 1. Following notice published 5/16/2019 and the public hearing held, 5/28/2019 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	11,502,245	0	11,502,245
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	11,502,245	0	11,502,245
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	837,649	0	837,649
Other City Taxes	6	5,046,574	219,363	5,265,937
Licenses & Permits	7	253,775	61,894	315,669
Use of Money and Property	8	386,728	370,390	757,118
Intergovernmental	9	6,882,713	445,346	7,328,059
Charges for Services	10	14,413,062	-31,339	14,381,723
Special Assessments	11	10,000	0	10,000
Miscellaneous	12	261,185	4,199,030	4,460,215
Other Financing Sources	13	5,570,000	371,241	5,941,241
Transfers In	14	10,975,001	-292,577	10,682,424
Total Revenues and Other Sources	15	56,138,932	5,343,348	61,482,280
Expenditures & Other Financing Uses				
Public Safety	16	9,081,909	712,991	9,794,900
Public Works	17	4,229,416	1,460,093	5,689,509
Health and Social Services	18	42,731	872,230	914,961
Culture and Recreation	19	2,982,628	1,688,024	4,670,652
Community and Economic Development	20	2,240,823	562,644	2,803,467
General Government	21	1,463,431	754,317	2,217,748
Debt Service	22	4,113,282	0	4,113,282
Capital Projects	23	8,503,250	4,664,703	13,167,953
Total Government Activities Expenditures	24	32,657,470	10,715,002	43,372,472
Business Type / Enterprises	25	17,455,910	-2,303,669	15,152,241
Total Gov Activities & Business Expenditures	26	50,113,380	8,411,333	58,524,713
Transfers Out	27	10,975,001	-292,577	10,682,424
Total Expenditures/Transfers Out	28	61,088,381	8,118,756	69,207,137
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-4,949,449	-2,775,408	-7,724,857
Beginning Fund Balance July 1	30	40,592,871	7,120,606	47,713,477
Ending Fund Balance June 30	31	35,643,422	4,345,198	39,988,620

Passed this 28 day of May 2019
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

3/25/19

Justin Nickel
City of Marshalltown
24 N Center St.
Marshalltown, IA 50158

Mr. Nickel,

I am writing to you on behalf of Marshalltown Company, for whom we are constructing a new addition to their existing facility on the corner of S. 8th Ave and East Main street. It is exciting to see a company so engrained in the rich history of Marshalltown expanding and investing back into the City they originated. Marshalltown Company places high value on the safety of not only their employees and suppliers, but also the safety of the surrounding public. In an effort to eliminate a potential future safety hazard, on their behalf, I would like to request for the City to consider to regulate parking in specific areas of concern outlined in this letter.

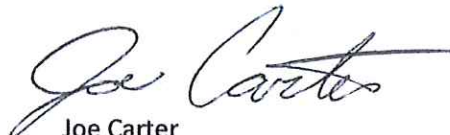
The areas of concern are clouded on page 1 of the attached document. You can see the area extends east from the S. 8th Ave on both sides of Main street past the Marshalltown Co. east property line (approx.. dimensions given on page 2). On page 2 you will see an engineered drawing illustrating the typical turning movement of trucks going in and out of the truck bay space. In that drawing, it is shown that various locations on both the north and south side of main street that are now allowable parking spaces will be infringed upon in order to properly back a truck onto the property. Those paths are rather precise and we anticipate that the various skill levels of truck drivers will significantly expand margin for error and increase the turning movement overall area, in turn, affecting more spaces than what is represented on the attached.

For safety of both the truck drivers and the public, we are requesting that the City change the locations shown to "No Parking" in an effort to avoid potential hazards.

Thank you for your consideration.

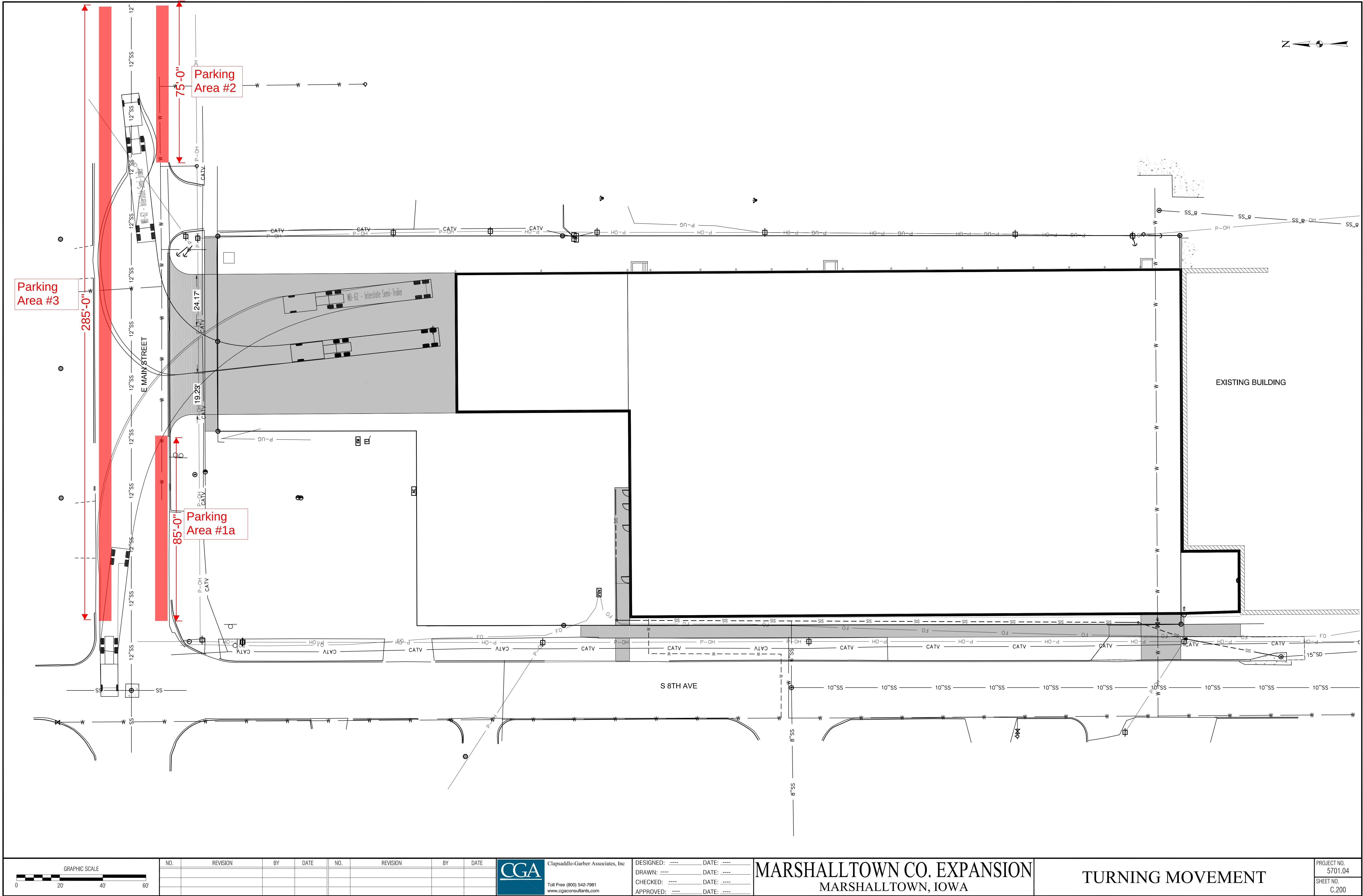
Sincerely,


John Mallen
NE Region Vice President
Woodruff Construction


Joe Carter
President
Marshalltown Company



J:\5701\wg\Exhibits\5701 - Turning Movement.dwg - C:200 LAYOUT PLAN - 11:28:18 - 10/20am - B:6293



ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 20, SECTION 20-161 NO PARKING ANYTIME, BY ADDING NO PARKING ON
EAST MAIN STREET BETWEEN 8TH AVENUE AND 9TH AVENUE

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by inserting the following line into the table listed in Section 20-161. No parking anytime. The parking of vehicles is hereby prohibited at all times on certain streets and locations hereafter set forth as follows:

Side		On Street	From	To
BOTH	W	MAIN ST	8 th AVE	9 TH AVE

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2019, and signed this __ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2019, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2019.

Shari L. Coughenour, CMC, City Clerk

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF MARSHALLTOWN, IOWA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the present general and permanent ordinances of the CITY OF MARSHALLTOWN, IOWA, are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of IOWA empower and authorize the political subdivision to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the Legislative Authority of the CITY OF MARSHALLTOWN, IOWA, has authorized a general compilation, revision and codification of the ordinances of the CITY OF MARSHALLTOWN, IOWA, of a general and permanent nature and publication of such ordinance in book form; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF MARSHALLTOWN, IOWA,

Section 1. The general ordinances of the CITY OF MARSHALLTOWN, IOWA, as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the "Code of Ordinances of the CITY OF MARSHALLTOWN, IOWA.

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

TABLE OF CONTENTS	TITLE IX: GENERAL REGULATIONS
TITLE I: GENERAL PROVISIONS	90. Animals
10. Rules of Construction; General Penalty	91. Fire Prevention and Protection
11. Boundaries	92. Hazardous Conditions and Substances
TITLE III: ADMINISTRATION	93. Parks and Recreation; Leisure
30. General Provisions	94. Human Rights; Non-Discrimination
31. Officers and Organizations	95. Public Nuisances
32. Fire Department	TITLE XI: BUSINESS REGULATIONS
33. Police Department	110. Licenses and Permits
34. Civil Emergencies	111. Airports and Aircraft
35. Council Manual	112. Alcoholic Beverages
TITLE V: PUBLIC WORKS	113. Amusements and Recreation
50. Garbage and Refuse	114. Cable Television
51. Solid Waste Management Assessment	115. Gas and Plumbing
52. Sewers and Sewage Disposal	116. Hotels
53. Storm Water	117. Junk Dealers and Pawnbrokers
54. Illicit Discharges to Storm Sewer System	118. Peddlers and Solicitors
55. Erosion and Sediment Control for Construction Sites	119. Public Sales
56. Post-Construction Storm Water Management	120. Tree Trimmers
57. Streets and Sidewalks	TITLE XIII: GENERAL OFFENSES
58. Vegetation	130. Offenses Against Peace and Safety
59. Mailboxes	131. Offenses Against Property
TITLE VII: TRAFFIC CODE	132. Offenses Against Persons
70. General Provisions	133. Offenses Concerning Minors
71. Traffic Regulations	TITLE XV: LAND USAGE
72. Parking Rules	150. Planning
73. Recreational Vehicles	151. Building Regulations; Construction
74. Public Transportation	152. Housing Code
75. Pedestrians	153. Plumbing Code
76. Traffic Schedules	154. Electricity
77. Parking Schedules	155. Swimming Pools
	156. Zoning

TABLE OF SPECIAL ORDINANCES
I. Franchises
II. Zoning Map Changes

PARALLEL REFERENCES
References to Iowa Code Annotated
References to 2013 Code
References to Resolutions
References to Ordinances
INDEX

Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and reordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code.

Section 4. Such Code shall be deemed published as of the day of its adoption and approval by the Legislative Authority and the Clerk of the CITY OF MARSHALLTOWN, IOWA, is hereby authorized and ordered to file a copy of such Code of Ordinances in the Office of the Clerk.

Section 5. Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.

Section 6. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

Section 7. The public hearing on this code is set for June 10, 2019 at the regular meeting of the City Council.

PASSED AND ADOPTED by the Legislative Authority of the CITY OF MARSHALLTOWN, IOWA, on the ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2019, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2019.

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

24 N Center Street
Marshalltown, IA 50158

May 10, 2019

To: Mayor Joel Greer
Members of the City Council

From: Shari L. Coughenour, CMC, City Clerk

Re: 2019 City Code recodification

Policy Issue: State law requires cities perform annual code supplements or five year recodification, per Iowa Code section 380.8. The last recodification was August 2013.

Recommendation: Staff recommends approval of the Recodification Ordinance following a public hearing on June 10, 2019, or at the May 28, 2019, council meeting, should the council desire to waive a reading. Staff asks that no changes be made to the code, as presented, at this time. Staff asks that council continue review of the code and submit changes to the clerk. If there are any changes, they will be adopted following the adoption of the 2016 International Fire and Building Code, which will be the first amendment to this code by ordinance.

The new code is available online through the publisher's website and updated as ordinances pass.

Background: The City of Marshalltown entered into a contractual agreement with American Legal Publishing Corporation for review of the city's code of ordinances by Resolution 2018-024, on February 26, 2018. American Legal Publishing revised the code sections to fit their standard indexing for their efficiency, and returned the proposed code in August, 2018, for review by Department Heads and the City Administrator, with the final draft released in late March 2019. While there were no substantial changes to the code, staff recommends holding a public hearing on June 10, 2019, due to reorganization of the city code sections. Administrative changes include inclusion of the zoning ordinance and council manual, reorganization of references relating to insurance requirements, garbage, recycle and yard waste licenses. The council manual was included as a reference, updated by Resolution. The City will be working closely with the District Clerk of Court to facilitate the code section changes during the next few weeks.

Please contact me regarding questions. I have a hard copy of the code available for inspection.

Budget Impact: This contract is for five years, the base contract price was \$17,100, plus \$450 per year for hosting the city code on their website. Supplements cost \$19 per reprinted page. The base contract price was for 900 pages; with \$16 per page for each page over 900. The final page count was 1,000 pages. The base contract included 10 printed books and binders in addition to their legal expertise. The publisher provides a subscribers service for other entities desiring books.

Attachment: link to code: www.marshalltown-ia.gov/CityCode

cc: Jessica Kinser, City Administrator

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

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

May 23, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Update on costs for Police and Fire Building

Policy Issue: N/A

Recommendation: This report is provided for information only.

Background: The first column of numbers on the report reflects the cumulative expenditures we have paid to date since the inception of the project through May 29, 2019. The middle column of numbers reflects the amount still owed for contracts that have been signed or estimates of costs. The far right column shows the revenue section. This includes the debt issuance of the \$17.5 million bonds plus the premiums, as well as the proceeds allocated from the 2014A bond. There is approximately \$1,023,174 that is not yet spent or committed. If the change orders in the table below that are being brought forth at the May 28th meeting are approved, the balance would be \$662,133.

\$ 114,382.99	Garling Construction
\$ 181,940.09	DeVries Electric
\$ 11,608.96	Tony's Plumbing
\$ 369.00	Blackhawk Roof
\$ 6,990.00	Caliber Concrete
\$ 32,277.00	Central Western Fabricators
\$ 8,205.25	Construct
\$ 2,830.00	Forman Ford
\$ 2,438.00	Hilsabeck Schacht
<u>\$ 361,041.29</u>	TOTAL

Budget Impact: This project is still within budget.

Attachment: Costs for Police and Fire Building through May 29 2019

cc: Jessica Kinser, City Administrator

POLICE & FIRE BUILDING**CUMULATIVE THROUGH May 29, 2019****REVENUES**

DEBT ISSUANCE (2014A, 2016B, 2017A)	17,902,828.35
INTEREST ON INVESTMENTS	316,259.85
CONTRIBUTIONS	600.00
REIMBURSEMENTS	688.13
TOTAL REVENUES	18,220,376.33

EXPENDITURES

	Payments	Encumbered or Estimates	
ADVERTISING & LEGAL PUB	120.83	-	
BANK CHARGES	30.00	-	
CONSULTING & PROF FEES	2,692,291.44	115,498.32	
CONTRACT LAWN CARE	175.00	-	
CONTRACT-AUTO SPRINKLER	98,937.18	7,112.82	
CONTRACT-COMMUNICATIONS TOWE	142,831.10	2,874.00	
CONTRACT-CONCRETE SIDEWALKS & I	484,495.25	37,299.75	
CONTRACT-ELECTRIC	1,101,279.99	70,862.65	
CONTRACT-ELEVATORS	66,219.75	5,035.25	
CONTRACT-FIBER FOR INTERNET	170,564.05		
CONTRACT-FLOOR COVERINGS	176,700.00	50,204.00	
CONTRACT-GENERAL	1,370,567.74	306,951.51	
CONTRACT-ALUMINUM STORE FRONT	603,406.75	57,427.25	
CONTRACT-GYPSUM WALLS	1,047,735.05	75,219.95	
CONTRACT-MASONRY	1,396,401.10	557,079.79	
CONTRACT-OUTSIDE HELP	711,365.51	172,103.38	
CONTRACT-PAINTING	166,531.01	10,417.99	
CONTRACT-PLUMBING	1,711,995.14	106,553.86	
CONTRACT-ROOFING & WALL PANELS	531,071.37	41,815.02	
CONTRACT-STEEL	769,439.04	40,496.79	
ELECTION EXPENSE	15,276.41	-	
ELECTRICITY, NATURAL GAS	63,673.28	-	
GENERAL LIABILITY INSURANCE	204.00	-	
LAND ACQUISITION	676,000.00	-	
LEGAL EXPENSES	63,729.03	-	
LICENSE & PERMITS	350.00	-	
OPERATING SUPPLIES	6,938.74	-	
OTHER DEBT SERV EXP	515.00	-	
STORM WATER FEES	85.92	-	
TAXES PAID (KC HALL PROP)	1,542.00	-	
WATER UTILITY	111.35	-	
STORMWATER IMPROVEMENTS (see Note A)		-	
TRAFFIC SIGNAL IMPROVEMENTS		95,000.00	
ARTWORK		55,000.00	
DISPATCH EQUIPMENT		567,395.14	
COMPUTER SOFTWARE (CAD)	20,250.00	375.00	
BUILDINGS & IMPROVEMENTS	228,280.93	-	
FURNITURE/FIXTURES/EQUIPMENT	477,935.59	25,430.18	
TOTAL EXPENDITURES	14,797,049.55	2,400,152.65	17,197,202.20

TOTAL NOT YET SPENT OR COMMITTED FROM POLICE/FIRE BUILDING BOND FUND	1,023,174.13
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Change orders for 5/28/2019 Council Approval	\$ (361,041.29)
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BALANCE NOT YET COMMITTED IF CHANGE ORDERS APPROVED	\$ 662,132.84
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Note A: Stormwater Improvements of @ \$225,000 to be paid out of Storm Water 2016A Bond Fund
 Total spent to date with Bolton & Menk is \$192,877 for Engineering on High Street