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

A. **NOTICE TO PUBLIC**

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

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

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

F. **CONSENT AGENDA**

1. Approve Minutes For 10/28/19 And Special Minutes For 10/29/19, 11/4/19, And Bill List In The Amount Of $2,472,912.60

   Documents:

   2019-10-28_Council-minutes.pdf
   2019-11-04_Special Council-minutes.pdf
   2019-10-29_Special Council-minutes.pdf
   2019-11-11_BillList.pdf

2. Receipt Of Civil Service List - Water Pollution Control Plant Maintenance/Operator

   Documents:

   11-11-2019_2019-_Civil Service New Hire List WPCP Maint Operator.pdf

3. Receipt Of Building Permit Report, September & October 2019

   Documents:

0919.pdf
1019.pdf

4. Set Dec 23, 2019, 5:30 PM, As Last Regular Meeting Of December, And Receive Proposed Meeting Calendar For 2020

   Documents:

   2020 City Calendar.pdf

5. RESOLUTION 2019-288A ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2020 CHEVY SILVERADO 2WD 3500HD FROM KARL CHEVROLET FOR THE PRICE OF $59,991.64 AND A 2020 CHEVY SILVERADO 4WD 3500HD FROM KARL CHEVROLET FOR THE PRICE OF $63,464.20 FOR USE IN THE STREET DEPARTMENT

   Documents:

   Truck purchase.pdf

6. RESOLUTION 2019-288B DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 2000 CHEVY 4 X 4 PICKUP TRUCK AND A 2011 FORD F250 SD.

   Documents:

   11-11-2019_2019-288B_Res Surplus.pdf

7. RESOLUTION 2019-289 APPROVING CONTRACT CHANGE ORDER #3 FOR THE SOUTH 4TH AVENUE PROJECT # STR19001 AN INCREASE OF $1,221.70

   Documents:

   ResChange order .pdf
   Brycon.pdf

8. RESOLUTION 2019-290 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE SOUTH 4TH AVENUE PROJECT, WITH A FINAL PROJECT COST IN THE AMOUNT OF $141,562.70

   Documents:

   Res Completion .pdf
   Certificate of Completion (1).pdf

9. Liquor License Renewals (December)
   Plaza Mexico 903 W Lincoln Way
   B.P.O.E. Lodge #312 101 W. Church St.

G. **REPORTS**

1. 13th Street Public Safety Camera Update- Neil Dalal

H. **RESOLUTIONS**

1. RESOLUTION 2019-291 ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION GRANT APPLICATIONS FOR 105 WEST MAIN STREET, 4 EAST MAIN STREET, 201 EAST MAIN AND 107 NORTH CENTER STREET

   Documents:

   Res Endorsing Catalyst Grant Award Recommendations.pdf
   Catalyst Endorsement 1.pdf

2. RESOLUTION 2019-292 AUTHORIZING THE CITY TO SUBMIT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT

   Documents:

   CC Memo Brownfield grant.pdf
   RES_Brownfield Grant.pdf

3. RESOLUTION 2019-293 SETTING DATE FOR PUBLIC HEARING ON AN AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE, INCLUDING ECONOMIC DEVELOPMENT PAYMENTS IN AN AMOUNT NOT TO EXCEED $250,000

   Documents:

   11-11-2019_2019-293_SetHrngAgmtChamber ofCommerceMarshalltown422742-33-v1.pdf

4. RESOLUTION 2019-294 AWARDING LANSING BROTHERS CONSTRUCTION THE BID FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF TWO TORNADO-DAMAGED PROPERTIES

   Documents:

   Res Awarding Demo Bid Lansing.pdf
   Contract Asbestos.Demo Lansing.pdf
   2019 FEMA Demo Bid Tab.pdf

5. RESOLUTION 2019-295 APPROVING THE MARSHALLTOWN MUNICIPAL AIRPORT STATE GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI) GRANT ASSISTANCE APPLICATION

   Documents:

   Airport - GAVI grant app.pdf
   Marshalltown FY2020 GAVI AGREEMENT.pdf

6. RESOLUTION 2019-296 APPROVING PRIVATE PLACEMENT ENGAGEMENT LETTER WITH PIPER JAFFRAY & CO. NOT TO EXCEED $52,000 AND APPROVING THE DISTRIBUTION OF TERM SHEET

   Documents:

   Resolution Approving Engagement Letter and Distribution of Term Sheet for Refunding of Sewer Revenue Bonds.pdf
   Memo for Engagement letter with Piper Jaffray.pdf
   Piper Jaffray Engagement Letter for sewer debt refinancing.pdf
   Distribution of Term Sheet for revenue bond.pdf

7. Police And Fire Building Change Orders

   1. RESOLUTION 2019-297 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN FABRICATORS AN INCREASE OF $1,901.43

      Documents:

      Central Western Fabr.pdf
      Nov Cent West Fab change.pdf

   2. RESOLUTION 2019-298 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF $16,169.56

      Documents:

      Garling CO.pdf
      Nov Garling change.pdf

   3. RESOLUTION 2019-299 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 $2,719.50

      Documents:

      Black Hawk Roof Co CO.pdf
      Nov Black Hawk roof change.pdf

I. **ORDINANCES**

1. Motion To Take Tabled Ordinance Off Table For Discussion And Action

   1. TABLED: Ordinance No. 14989 Rezoning Parcels 8418-26-229-015, 8418-25-151-001 & 8418-25-101-002 From R-2, Low Density Residential To M-2, Heavy Industry, Second Reading

Second reading. Public hearing scheduled for 11/25

Documents:

CC Memo ORD M-2 rezone City Property_111119.pdf
ORD City M-2 rezoning_Amd_PH_112519.pdf
Rezoning Application_M-2 - City.pdf
2019.9.19 - PROPOSED LAYOUT.pdf

2. ORDINANCE 14990 AN ORDINANCE APPROVING THE REZONING OF PARCEL 8318-12-126-010 FROM R-2A LOW DENSITY RESIDENTIAL TO R-2 LOW DENSITY RESIDENTIAL, Second Reading.

   Second Reading. Public Hearing scheduled for 11/25/2019.

   Documents:

   149XX_CC Memo ORD_Southridge rezone City Property.pdf
   149XX_ORD City R-2 rezoning Southridge.pdf
   Southridge Rezoning Application_2019.pdf

3. ORDINANCE 14991 TO AMEND NUMBER OF HANDICAP PARKING SPACES, TO ADD ONE SPACE ON THE WEST SIDE OF S 6TH STREET IN THE 300 BLOCK, ONE SPACE AS SIGNED, First Reading. Public Hearing Is Not Required.

   Documents:

   14991_Ordinance Handicap spaces modified S 6th St 300 BLK 7th Day Adventist Church.pdf

J. DISCUSSION

1. Proposed Process For Disposal Of 109 S 1st Ave (Fire Station)

   Documents:

   Memo Disposal of Fire Station.pdf
   109 S 1 Ave Assessor Report.pdf

2. Police Department Residency Requirement Change Recommendation

   Documents:

   MPD Residency Requirements.pdf
   2.15 Residency Requirements (PDF).pdf

3. Fire Department Residency Requirement

   Discussion on changing Fire Department response to match the Police Department.

   Documents:

Council Memo- Residency.pdf

K. **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.

L. **ADJOURN**

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

Council Proceedings
October 28, 2019

Mayor Greer called the meeting to order at 5:30 PM, October 28, 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, Wirin. Fire Chief Rierson was honored for five years of service, Police Officer Whitmore for thirty years of service, and T Hannam for fifteen years of service at the library. Mayor Greer announced a special meeting was scheduled for October 29 regarding the Veterans Memorial Coliseum project.

CONSENT AGENDA:

Gowdy moved to adopt the Consent agenda: Approve Council Minutes For October 14, 2019, And Bill List In The Amount Of $975,639.49; Appoint Heidi Hogan, David Schulze And Kellissa Thurston To The Building Board Of Appeals; Approve July 2019 Monthly Financial Statements; New Tree Trimmer License - Devig Services; RESOLUTION 2019-268 APPROVING A CONTRACT WITH FRANK SWANSON FOR THE FINAL COMMISSION OF A PUBLIC ART PROJECT AT THE POLICE AND FIRE BUILDING; RESOLUTION 2019-269 TO NAME DEPOSITORIES, ESTABLISH MAXIMUM DEPOSIT AMOUNTS, AND IDENTIFY POSITIONS AUTHORIZED TO CONDUCT BUSINESS ON BEHALF OF THE CITY OF MARSHALLTOWN, second by Wirin. Motion carried 7-0.

REPORTS

The council heard from CGA project engineer regarding the design progress for the Airport Hangar And Terminal Design. The design concept includes improved arrangement for the terminal building and parking. The electrical vault needs to be relocated, which relocation is eligible for FAA funding. The entire project is eligible for 90% federal funding. Bids will be let in Spring 2020, with construction to begin in Fall 2020 or Spring 2021.

Parks Director Hubbard reviewed the 2019 Aquatic Center Report, noting revenues increased this past season, with the addition of accepting debit cards for admission and for concessions. Expenses remained about the same as prior years, $190,000.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2019-270 APPROVING A COMMUNICATION SYSTEM EASEMENT WITH CENTURYLINK QC, second by Cahill. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-271 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE 12TH AVENUE SHARED USE PATH PROJECT TRL19002 FOR CLAPSADDLE-GARBER ASSOCIATES, INC AN INCREASE OF $8,400.00, second by Lamer. Resolution adopted 5-2, Hoop and Gowdy dissenting.

Wirin moved to adopt RESOLUTION 2019-272 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE 4TH STREET AND MEADOW LANE STORM SEWER ENHANCEMENTS PROJECT SMW17001 FOR HDR ENGINEERING, INC AN INCREASE OF $48,725.00, second by Gowdy. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-273 APPROVING THE USE OF $7,000 OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO FUND A PORTION OF THE VISION MARSHALLTOWN’S WORK ON COMMUNITY MESSAGING, second by Wirin. Resolution failed 3-4, Lamer, Martin, Gowdy, Hoop dissenting.

Isom moved to adopt RESOLUTION 2019-274 OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MARSHALLTOWN, IOWA, MAIN STREET PROGRAM, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2019-275 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE POLICE AND FIRE TRAFFIC SIGNAL IMPROVEMENT PROJECT, WITH A FINAL PROJECT COST IN THE AMOUNT OF $67,480.00, second by Isom. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2019-276 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-3 PAINTING FOR HEARTLAND FINISHES AN INCREASE OF $13,241.20, second by Martin. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2019-279 APPROVING AMENDMENT TO AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, second by Isom. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Greer declared the public hearing open at 6:28 PM regarding the Development Agreement to be paid out of the Downtown Area #4 Urban Renewal fund. There were no written comments received by the clerk. M Eaton, 1007 S 10th Avenue asked about the number of jobs and negative increment, as the building was demolished due to the July 2018 Tornado event. Kinser reviewed the project, noting the owner, Jose Regalado, is providing an estimated $3.6M investment, and recommended a development agreement, of 100% of the abatement over ten years, not to exceed $850,000. The amount of the investment is sufficient consideration for the agreement. Regalado clarified the number of employees will increase to 100, and currently has 30 employees, not counting family members. Mayor Greer closed the public hearing at 6:33 PM.

Wirin moved to adopt RESOLUTION 2019-284 APROVING DEVELOPMENT AGREEMENT WITH JOSE ANGEL REGALADO, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT, second by Cahill. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Greer declared the public hearing open at 6:34 PM. There were no public comments, and no written comments received by the clerk. Finance Director Steiner reviewed the essential purposes, noting that the refunding of the sewer bonds, $3,230,000, will result in a lower interest rate. The $5,600,000 for new projects include: Timber Creek Bridge Replacement, $500,000; West End Park – Phase 1, $425,000; Sidewalk Gaps – Year 2, $375,000; Anson Park Shelter /Restrooms, $300,000; East Merle Hibbs Phase 1, $4,000,000. The council discussed the debt level of the city as a whole, Moody’s rating Aa2, the cash balances, steady tax valuations, development in the south east part of town, specifically the 46 new “roofs” requiring a secondary egress to the East Merle Hibbs Road. Staff responded to council debt concerns, noting the debt margin is within the 5% legal limit as well as below the council designated limit. Phase 1 of the East Merle Hibbs Rd project includes connection to South 5th Avenue. Mayor Greer closed the public hearing at 6:51 PM.

Lamer moved to amend the Resolution by reducing the General Obligation Essential Purposes Loan Agreement amount by eliminating the East Merle Hibbs Road project and including the Timber Creek Bridge Replacement, $500,000; West End Park – Phase 1, $425,000; Sidewalk Gaps – Year 2, $375,000; Anson Park Shelter /Restrooms, $300,000; and Sewer Revenue Refunding $3,230,000 , second by Martin. Motion carried 4-3. Wirin, Cahill and Isom dissenting.

Wirin moved to approve as amended, RESOLUTION 2019-280 EXPRESSING INTENT AND DETERMINING TO ENTER INTO A GENERAL OBLIGATION ESSENTIAL PURPOSES LOAN AGREEMENT IN AN AMOUNT NOT TO EXCEED $4,830,000, second by Isom. Resolution carried 4-3, Wirin, Cahill, Hoop dissenting.

PUBLIC HEARING

Mayor Greer opened the public hearing for bonding for shared purpose tennis courts, between the City and School District, at 7:10 PM. There were no written comments. Members of the public included John Catron, Anna Wolvers, Mark Eaton, Lonnie Hogland, Dr. Theron Schutte. Catron and Eaton agreed presented opinions the school district should tax for the improvement. Wolvers spoke about the splash pad. Dr. Schutte reminded the council the tennis courts have been a shared expense since about 1975. Mayor Greer declared the public hearing closed at 7:14 PM.

Wirin moved to adopt RESOLUTION 2019-281 EXPRESSING INTENT AND DETERMINING TO ENTER INTO A GENERAL OBLIGATION SCHOOL DISTRICT LOAN AGREEMENT IN AN AMOUNT NOT TO EXCEED $300,000, second by Isom. Resolution failed 3-4, Martin, Gowdy, Hoop, Lamer dissenting.

PUBLIC HEARING

Mayor Greer opened the public hearing for bonding for railroad quiet zones, at 7:16 PM. There were no written comments. Members of the public speaking for the proposal include Raymond Starks, Nate McCormick, those opposed included John Caton, Anna Wolvers, Karen Strong, Tyler Johnson, Diane Lewis, Jeff Linton. Staff reviewed the project, citing the Downtown Master Plan recommendation to abate the noise to enhance residential development downtown, safety improvement at the railroad intersections. Cahill reminded the public to keep an eye to the future, to increase the viability of the downtown, both for shopping and residential use, in the long term. Wirin also encouraged the council to consider the long-term investment, and asked for the 2nd Street crossing to be closed. Isom spoke that the safety concern can't be ignored as well as some individuals have issue with the noise. Martin spoke that the city needs to consider timing for projects as well as budget. Mayor Greer declared the public hearing closed at 7:33 PM.

Wirin moved to adopt RESOLUTION 2019-282 EXPRESSING INTENT AND DETERMINING TO ENTER INTO A GENERAL OBLIGATION RAILROAD QUIET ZONE LOAN AGREEMENT IN AN AMOUNT NOT TO EXCEED $600,000, second by Cahill. Resolution failed 3-4, Gowdy, Hoop, Lamer and Martin dissenting.

Hoop moved to adopt RESOLUTION 2019-283 SETTING DATE FOR SALE OF $9,730,000 GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2019, AND APPROVING PRELIMINARY OFFICIAL STATEMENT, second by Martin. Resolution adopted 6-1, Hoop dissenting.

Wirin moved to Set a Special Council Meeting At Noon On Monday, Nov 18th For Results Of Bond Sale And Award, second by Gowdy. Motion carried 7-0.

ORDINANCES:

Wirin moved to TABLE the second reading of Ordinance No. 14989, Rezoning Parcels 8418-26-229-015, 8418-25-151- 001 & 8418-25-101-002 From R-2, Low Density Residential To M-2, Heavy Industry, second by Isom, to the next meeting. Motion carried 7-0.

Martin moved to adopt the first reading of ORDINANCE NO. 14990 AN ORDINANCE APPROVING THE REZONING OF PARCEL 8318-12-126-010 FROM R-2A LOW DENSITY RESIDENTIAL TO R-2 LOW DENSITY RESIDENTIAL, second by Gowdy. M Eaton, spoke against the proposal. First reading adopted 4-3, with Isom, Wirin and Cahill dissenting.

DISCUSSION:

PUBLIC COMMENT:

Leigh Bauder spoke of safety and again asked for splash pad sites. Mark Eaton commented about dilapidated structures.

ADJOURNMENT:

Meeting Adjourned at 7:55 PM

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

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ATTEST: Joel T.S. Greer, Mayor

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Shari L. Coughenour, CMC, City Clerk

COUNCIL PROCEEDINGS

NOVEMBER 4, 2019

The Marshalltown City Council met in special session on November 4, 2019, at 12:00pm, in Council Chambers at City Hall. Mayor Greer called the meeting to order at 12:00pm and led the Pledge of Allegiance. Roll call: Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin, present and fully participating by speakerphone. Absent: None.

Gowdy moved to reconsider Resolution 2019-280 and Resolution 2019-283, passed on October 28, 2019, second by Martin. In discussion, Lamer stated his opposition was against borrowing for the East Merle Hibbs Road project but he is not in opposition to the project. Wirin supports the project as it addresses a safety issue with opportunity for further economic development. Martin marked this as a pivotal point for the community where trust and transparency are necessary moving forward. Cahill agreed with Wirin's statement citing resident safety as a priority. Gowdy stated that he wants what is best for the community but takes the Council's obligation to the tax payers seriously and thanked the public for the input he had received. Mayor Greer commented on the safety issue, and potential economic development opportunity, and encouraged the Council to approve. Motion carried 5-2, with Gowdy, Lamer dissenting.

Cahill moved to adopt Resolution 2019-286 Amending Resolution No. 2019-280, Expressing Intent And Determining To Enter Into A General Obligation Essential Purposes Loan Agreement In An Amount Not To Exceed $8,830,00.00, second by Isom. Finance Director Steiner explained the city has a legal debt limit of 83M, with additional council limit of 60% of the legal debt limit, leaving approximately $2.2M available for other loan agreements. Kinser explained the engineer's cost estimate for the road improvement is $4.9M, with other funding sources available for the project, with staff recommending $4M in bonding for the project. Resolution adopted 4-3, with Gowdy, Hoop and Lamer dissenting.

Isom moved to adopt Resolution 2019-287 Amending Resolution No. 2019-283, Setting Date For Sale Of $8,830,000 General Obligation Corporate Purpose And Refunding Bonds, Series 2019, second by Cahill. Steiner stated 11/18 is the bond sale date, with a noon special council meeting to award a bid. Resolution adopted 5-2, with Lamer and Hoop dissenting.

With no other business, the meeting adjourned at 12:25 pm.

/s/ Jessica Kinser, City Administrator

COUNCIL PROCEEDINGS

OCTOBER 29, 2019

The Marshalltown City Council met in special session on October 29, 2019, at 5:00pm, in Council Chambers at City Hall. Mayor Greer called the meeting to order at 5:00pm. Roll call: Cahill, Gowdy, Hoop, Isom, Lamer, Martin. Wirin was absent.

Gowdy moved to adopt RESOLUTION 2019-285 ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT AND BOND WITH GARLING CONSTRUCTION FOR THE VETERANS MEMORIAL COLISEUM RENOVATION IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. BLD19001 IN THE AMOUNT OF $3,499,500.00; seconded by Isom. Resolution adopted 6-0.

Gowdy moved to adopt RESOLUTION 2019-277 AUTHORIZING THE NEGOTIATION OF AN AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE RENOVATION OF THE VETERANS MEMORIAL COLISEUM WITH GTG ARCHITECTS IN AN AMOUNT NOT TO EXCEED $92,350; seconded by Cahill. Resolution adopted 5-1 with Lamer dissenting.

Isom moved to adopt RESOLUTION 2019-278 AUTHORIZING THE NEGOTIATION OF AN AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES FOR THE RENOVATION OF THE VETERANS MEMORIAL COLISEUM WITH CPMI IN AN AMOUNT NOT TO EXCEED $160,460; seconded by Cahill. Resolution adopted 5-1 with Lamer dissenting.

With no other business, the meeting adjourned at 5:15pm.

/s/Jessica Kinser, City Administrator

BILL LIST 11/11/2019

Advertising

Great.Wstrn.Bnk/1	10.00
Hanson.Director/1	322.77
McClure.Engrg/1	44,300.78
Trending.Media/1	500.00

Buildings/Improvements

BLACK.HAWK.ROOF/1	9,019.30
Caliber.Concret/1	33,005.75
DeVries.Electri/1	68,347.34
Forman.Ford/1	114,646.75
Hilsabeck.Schac/1	55,783.86
TONYS.PLUMBG/1	1,520.00
Tri.State.Lock/1	1,923.60

Consulting & Professional Fees

AHLERS.COONEY/1	577.50
Bernie.Lowe.Asc/1	355.26
Calhoun-Burns/1	4,765.20
CGA.Assoc/7	32,565.88
Constr.Material/1	3,923.75
Eide.Bailly.LLP/1	12,500.00
Great.Wstrn.Bnk/3	164.64
Grimes.Buck.Sch/2	4,470.00
GTG.Architects/1	10,100.00
I.L.E.A./1	150.00
IVCCD/2	3,750.00
Lynch.Dallas.PC/7	5,351.00
Mtown.Partnersh/3	4,500.00
Parker,Susan/1	1,990.00
Stanard.Assoc/1	109.00
Swanson,F/1	25,000.00
Wellmark.Inc./1	11,017.64
WHKS.Co/2	10,795.31

Contracts

Aramark.Unfrm/2	39.36
ARL/1	4,333.33
AVERY,L/1	5,270.00
BDH/9	14,727.93
Caliber.Concret/2	104,764.86
Construct/1	60,723.52
Electric.Pump/1	56,289.55
Fisher.Comm.Ctr/1	8,333.33
Great.Wstrn.Bnk/9	1,788.34
HANSEN,J/3	1,851.00
Iowa.Fire.Equip/1	117.00
Iowa.One.Call/1	33.30
IVCCD/2	20,539.25
Koch.Office/1	533.57
Marsh.Co.Landfi/2	55.65
Mikes.Turf.Righ/4	1,547.00
Mtwn.Aviation/1	642.00
Open.Edge/1	5.90
Premier.Equip/1	45.54
Quad.City.Tstg/1	2,197.00
Region.6.Planng/1	950.00
RICOH.USA.INC/4	138.69
Schumacher.Elev/4	868.22
Sign.Shop/1	212.25
Stone.Sanit/7	2,151.58
Woodruff.Constr/2	33,930.00
Xerox.Corp/2	114.34

Debt Service

CRBT/2	8,707.57

Library Books

Great.Wstrn.Bnk/38	3,607.99

Medical

HARTFORD.ACCTS/2	13,405.15
Occ.Med.Plus/2	238.00
Wellmark.Inc./9	377,022.25

Payroll.Deductions

American.Educa./1	64.41
AMS.INC/2	30.76
AXA/1	325.00
Collection.Svs./5	1,325.16
Great.Wstrn.Bnk/11	920.82
I.M.W.C.A/1	5,811.00
I.P.E.R.S./11	118,968.84
I.R.S./6	89,527.89
IA.Treasurer/8	38,352.00
ICMA.457/12	12,684.08
M.F.P.R.S.I./6	176,397.67
Texas.Child.Sup/2	252.57
United.Way/6	1,186.17

Payroll.Net

Payroll/1	315,596.98

Refund/Reimbursed

Bell,T/1	203.28
Brown,D/1	246.40
Cochran,L/1	671.44
DeSaulners,G/1	36.96
Forster,D/1	36.96
Gill,J/1	33.88
GOODING.B/1	828.29
Great.Wstrn.Bnk/17	546.34
IA.Treasurer/1	17.00
JENSEN,K/1	132.44
Kunkel,V/1	123.20
Kurth,T/1	67.76
Laudenthal,A/1	132.44
Minkel,D/1	70.84
Moore,R/1	237.16
Nichols,M/1	261.77
Severson,T/1	144.76
Stover,L/1	137.06
Wellmark.Inc./1	-34,375.97

Rents/Leases

A LOT.INVESTMEN/1	806.00
Ackley.Housing/8	1,477.00
ALCALA,R/1	188.00
AMES,STEVEN/22	5,630.00
Bahr,Larry/1	264.00
Barnes,L/1	275.00
BJ&J.LLC/1	211.00
BLOOD,A/1	406.00
Borota,K/1	347.00
BOULDER.COOP.HS/4	886.00
Brodin,C/1	182.00
BROWN,B/2	206.00
Brown,WS/1	118.00
Bryngelson.Corp/1	458.00
Buckaroo.LLC/2	808.00
Burr,Robert/1	268.00

BILL LIST 11/11/2019

Carbajal,S/1	316.00
Chadderdon,A/1	316.00
Charlier,Q/1	148.00
CIRSI/8	942.00
CLAWSON,J/1	310.00
CMHC.INVEST/1	251.00
CROSSER,R/1	125.00
Dj.Rentals.Coop/1	217.00
Double.D.Entrp/1	384.00
Eakin,R/1	176.00
ECKLOR,S/3	776.00
Elwayne.Inc./2	641.00
Etter, W/1	482.00
Eubanks,C/4	1,454.00
Farrell.Propert/8	1,884.00
Fischel.Holding/2	386.00
Frese.Propts/4	926.00
FRIEND,T/1	195.00
Friendly.Valley/3	360.00
Gonzales,G/1	409.00
Grant.Park.LLC/17	3,696.00
Gray,D/1	459.00
Hagele,D/1	200.00
Hala,J/5	2,258.00
HARRIS,T/1	324.00
Hartema.Enterp/1	174.00
Hatch,J/1	475.00
Hatch,R/5	2,547.00
Henricksen,H/1	168.00
HESSENIUS,R/3	619.00
Hilltop.Village/5	844.00
HOBSON,W/1	168.00
Hsg.St.Cloud/1	857.00
HUBBARD.MAPLE/4	775.00
Iowa.PheasantAp/2	435.00
Jared,S/2	405.00
JBI.COOP.Assn/4	890.00
JDL.Rental.Coop/1	810.00
Judge,M/9	2,844.00
Landherr,J/1	415.00
LAWSON,R/2	350.00
Lawthers.Prop.M/3	1,218.00
LUENSE,B/4	1,080.00
MATNEY,L/1	263.00
Mtwn/Westown/19	4,005.00
MURPHY,P/1	191.00
Natl.Mngmt.Corp/1	559.00
NAUGHTON,R/1	825.00
NELSON,L/1	393.00
North.Tama.Hsg/2	377.00
Oetker,D/3	519.00
Palisade.Holdng/1	137.00
Park.Elms,LLC/4	1,004.00
Polley,M/1	328.00
Premier.RE.Mgmt/4	1,958.00
PYLE,D/2	540.00
RA.Rental.Prop/1	358.00
RD.Toledo,LLP/1	590.00
Ream,AJ/1	421.00
Reed,T/10	3,267.00
River.Birch/2	569.00
River.Oaks/8	2,728.00
S.E.Invst/3	932.00
Schmidt,M/1	241.00
SCOTT,L/1	384.00
SESKER,R/1	192.00
Specht,D/1	800.00
Specht,G/1	270.00
Squire,B/1	228.00
Steelsmith,G/4	744.00
Sunrise.Apt/2	150.00
Switzer,T/1	187.00
Tallcorn.Tower/20	4,788.00
Titus,T/1	188.00
TOWN.APARTMENT/3	275.00
TREVRON,LLC/1	326.00
TTLC.Hsg/2	286.00
VanVoorst,M/1	222.00
VEST,L/1	327.00
WARREN,C/1	216.00
Weatherly.Erin/3	1,377.00
Worent.Inc/1	162.00
ZA.Properties/1	495.00
ZMOLEK,M/1	257.00

Service/Repairs

Airgas.U.S.A./1	38.44
Aponte,M/1	27.00
Arnold.Motor.Su/1	15.00
ATT.Mobility/1	177.65
BDH/1	79.34
BG.HVAC.INC/1	196.00
Century.Link/75	1,264.66
CIRO.DIIORIOLLC/1	32,204.25
Construct/1	264,719.32
Danner,M/1	7.00
Dirt.to.Turf/3	1,885.00
Gale-Hazen,E/1	75.00
Gale-Hazen,K/1	112.50
Gonzalez,V/1	10.00
Great.Wstrn.Bnk/65	9,282.83
Holmes,K/1	68.00
Hsg.St.Cloud/1	39.39
IA.Treasurer/2	18,394.00
Kiwanis.PM/1	495.00
Lavender,S/1	68.00
Ledford,M/2	5,500.00
LISKOWIAK,M/1	4,825.00
M.Co.Recorder/4	35.40
Marsh.Co.Treas/2	898.00
McAtee.Tire/11	1,152.50
Moran-Million,J/1	25.00
Mtwn.Aviation/2	1,297.12
Mtwn.Wtrwrks/3	8,741.13
Palmer,J/1	3,933.34
Racom.Corp/2	257.00
Salvation.Army/1	1,100.00
SAYDEE,F/1	38.00
Scharnweber.Wtr/1	27.00
Serrano,A/1	6.00
T.S.Y.S./2	151.88
Tama.Co.Recordr/1	7.00
Tri.State.Lock/2	280.00
UBT/2	71.28
Verizon.Wireles/5	627.65

BILL LIST 11/11/2019

Wolfe.Eye.Clinc/6	181.00
Supplies/Parts	
Adland.Engrvg/2	24.95
Airgas.U.S.A./2	99.36
Arnold.Motor.Su/16	860.94
Axon.Ent/1	2,050.00
BG.HVAC.INC/1	120.00
Bituminous.Mat/1	676.74
Bound.Tree.Medi/2	452.80
Bowermaster,D/1	31.20
Carrico.Aq.Rs/1	84.00
Cessford.Constr/5	8,450.27
CINTAS.Safety/1	365.95
City.Laundering/12	857.80
Cntrl.IA.Distr/1	1,107.00
Cntrl.IA.Farm/3	448.75
Concrete/1	230.25
Crescnt.Electrc/1	74.05
Cummins.Service/1	106.26
Diamond.Vogel/2	288.32
Eurolins.Test/3	220.50
Fast.Lane.Motor/1	90.80
Fastenal.Co/4	125.11
Fire.Services.T/1	40.00
Galls.LLC/3	303.45
Gillig.LLC/2	460.60
Great.Wstrn.Bnk/309	35,540.15
Homes.Radiator/2	531.03
IA.D.O.T/3	1,320.00
Jensen.Inc/1	3.25
Keystone.Lab/1	64.00
Kriss.Premium/3	114.90
Martin.Marietta/1	1,093.07
McAtee.Tire/9	6,028.91
Menards/3	103.17
Midland.Scienti/5	3,666.90
MidwestWheel/2	688.29
Municpal.Ergenc/1	301.02
Napa.Auto/5	538.55
Nelson.Fab/1	225.29
Nutrien.Ag.Sol/4	1,946.00
Office.Express/1	9.22
Precision.Dynam/1	723.25
Premier.Equip/1	48.62
Racom.Corp/1	30.00
Sandry.Fire.Sup/2	13,046.17
Sho.Biz Inc/4	130.20
STAPLES/1	51.98
Storey.Kenwrthy/2	225.95
Streichers.Inc/1	645.30
T.S.Y.S./2	675.47
Theisens.Supply/1	19.99
Tri.State.Lock/1	369.00
Verizon.Wireles/1	756.70
Witmer.Public.S/1	11.99
WW.Grainger/1	38.65
Zimco.Supply/1	897.00
Travel/Training	
Ash,S/1	94.54
COUGHENOUR,S/1	98.59
Great.Wstrn.Bnk/15	3,898.43
Utilities	
AlliantEnergy/30	27,872.11
I.R.U.A./1	148.92
Mtwn.Wtrwrks/1	80.20
WoodRiver.Enrgy/1	31.85
Total/1263	**2,472,912.60**

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

To: Civil Service Commission

From: Justin Nickel, Public Works Director
Bob Ranson, WPCP Superintendent

Re: Certified Hire List

Position: Water Pollution Control Plant Maintenance/Operator

After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

86 David Fogt

This list shall be valid for a period not to exceed October 29, 2020.

Date List Certified by Civil Service Commission:

October 29, 2019

Mary Stevens

Mary Stevens, Civil Service Commission Chair

Attest:

Shari L Coughenour

Shari Coughenour, Clerk of the Commission

BUILDING REPORT FOR THE MONTH OF SEPTEMBER 2019

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25180	Jacob Slocum	1318 Summit Street	Demolish Garage						$25
25181	Top Notch Tree Service	2101 East Nevada St.	Alter Building					$57,000	$693
25182	Genaro Avalos	310 Newcastle Road	Alter Dwelling			$18,000			$293
25183	Shane Ecklor	111 North 2nd Avenue	New Garage				$18,000		$293
25184	Leo Klose	603 South 12th Street	New Shed				$4,000		$97
25185	Anette Scheiding	1805 West Main Street	Alter Dwelling			$3,000			$83
25186	Menards	504 Iowa Avenue West	Alter Building					$50,000	$644
25187	Lennox Industries, Inc. (storm)	200 South 12th Avenue	Alter Building					$8,609,000	$36,170
25188	Jose Ramirez	1206 West Linn Street	Alter Dwelling			$11,000			$195
25189	Lauren Borcherding (storm)	108 1/2 N. 11th St.	Alter Dwelling			$15,000			$251
25190	Maria Ochoa (storm)	605 Fremont Street	New Garage				$9,000		$167
25191	City of Marshalltown (storm)	20 East State Street	Demolish Building						Fee Waived
25192	Sergio Alvizo	102 Cherry Street	Alter Dwelling			$6,000			$125
25193	Mark Rhode	216 W. Meadow Ln.	New Garage				$18,000		$293
25194	Amerco Realestate Co.	1702 South Center St.	Alter Building					$645,000	$3,959
25195	American Legion	1301 South 6th Street	Demolish Building						$25
25196	Garrett Goodman (storm)	7 1/2 E. State Street	Demolish Building						$25
25197	McGregor's (storm)	113 West Main Street	Alter Building					$100,000	$994
25198	YSS Marshalltown	22 North Center Street	Alter Building					$100,000	$994
25199	Chris Smith (storm)	1503 West Main St.	Demolish Garage						$25
25200	Chris Smith (storm)	1503 West Main St.	New Garage				$10,000		$181
25201	Jose Regalado (storm)	107 North Center Street	New Building					$3,500,000	$15,734
25202	Marshalltown Co.	712 Noble Street	Demolish Dwelling						$25
25203	Richard Breed	1703 South 6th Street	New Garage				$14,000		$237
25204	Shane Ecklor (storm)	111 North 2nd Avenue	Demolish Dwelling						$25
25205	Jacob Reynolds	107 South 29th Street	New Garage				$28,000		$422
25206	City of Marshallown (storm)	24 North Center Street	Alter Building					$72,000	Fee Waived
			TOTALS:		**$0**	**$53,000**	**$101,000**	**$13,133,000**	**$61,975**
			TOTAL IMPROVEMENT AMOUNT:			**$13,287,000**			
				Units	Permits	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			**# OF PERMITS:**	**0**	**0**	**5**	**7**	**8**	**7**

MARSHALLTOWN
IOWA

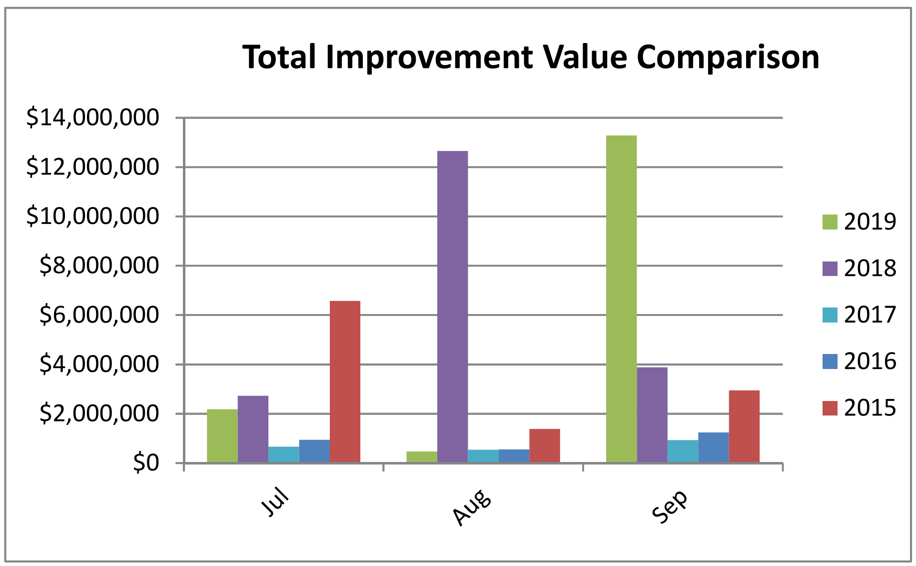
Building Division Improvement Value & Fee Summary - Sept. 2019

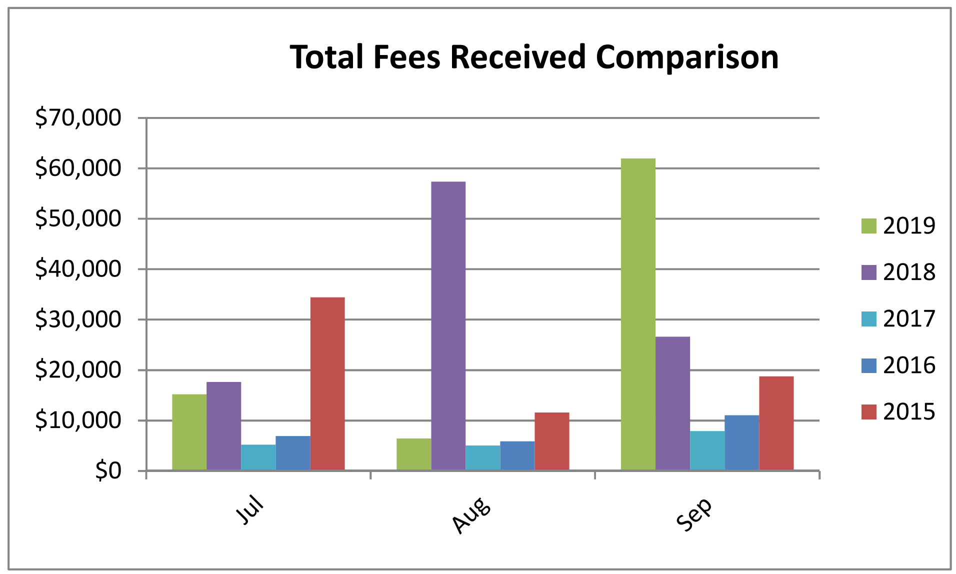
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	$903,000	$3,132,000	$5,177,000	$1,176,000	$870,000	$1,546,000	$2,188,000	$471,000	$13,287,000				**$28,750,000**
2018	$205,000	$1,722,000	$271,000	$3,050,000	$1,104,000	$306,000	$2,725,000	$12,653,000	$3,882,000				**$25,918,000**
2017	$74,000	$331,000	$7,559,000	$1,214,000	$8,277,000	$1,171,000	$671,000	$547,000	$937,000				**$20,781,000**
2016	$479,000	$1,034,000	$2,977,000	$1,699,000	$2,257,000	$113,000	$945,000	$555,000	$1,246,000				**$11,305,000**
2015	$0	$57,000	$941,000	$3,671,000	$1,516,000	$3,067,000	$6,572,000	$1,391,000	$2,944,000				**$20,159,000**

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	$6,828	$16,366	$27,102	$11,467	$11,308	$16,389	$15,200	$6,479	$61,975				**$173,114**
2018	$1,114	$10,996	$3,815	$17,067	$9,589	$3,038	$17,654	$57,378	$26,618				**$147,269**
2017	$1,006	$3,995	$35,959	$9,819	$39,400	$10,063	$5,237	$5,075	$7,933				**$118,487**
2016	$3,860	$7,490	$18,014	$12,229	$16,500	$1,553	$6,946	$5,912	$11,069				**$83,573**
2015	$0	$762	$8,610	$24,464	$12,214	$18,787	$34,441	$11,625	$18,742				**$129,645**





BUILDING REPORT FOR THE MONTH OF OCTOBER 2019

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25207	Sam Devick	607 North 4th Avenue	Alter Building				$5,000	$111
25208	Michele Sullivan (storm)	107 North 4th Avenue	Demolish Garage					$25
25209	Michele Sullivan (storm)	107 North 4th Avenue	New Garage			$5,000		$111
25210	Jacob Slocum (storm)	1318 Summit Street	New Garage			$8,000		$139
25211	Randy Gilgen	910 Prairie Lane	Alter Dwelling		$15,000			$251
25212	LeRoy Morford	801 West Madison St.	Alter Building				$69,000	$777
25213	City of Marshalltown	405 Union Street	Demolish Dwelling					Fee Waived
25214	City of Marshalltown	510 East Main Street	Demolish Dwelling					Fee Waived
25215	City of Marshalltown	902 East Anson Street	Demolish Dwelling					Fee Waived
25216	City of Marshalltown	4 West Grant Street	Demolish Dwelling					Fee Waived
25217	City of Marshalltown	712 East Boone St.	Demolish Dwelling					Fee Waived
25218	City of Marshalltown	6 West Grant Street	Demolish Dwelling					Fee Waived
25219	City of Marshalltown	702 Swayze Street	Demolish Dwelling					Fee Waived
25220	City of Marshalltown	401 1/2 May Street	Demolish Dwelling					Fee Waived
25221	City of Marshalltown	503 Bromley Street	Demolish Dwelling					Fee Waived
25222	Tony Savage	310 West Church St.	New Garage			$17,000		$279
25223	Wayne House (storm)	1003 West Main St.	Demolish Garage					$25
25224	Wayne House (storm)	1003 West Main St.	New Garage			$13,000		$223
25225	Kathleen Mercer (storm)	107 North 7th Street	Demolish Garage					$25
25226	Kathleen Mercer (storm)	107 North 7th Street	New Garage			$7,000		$139
25227	Hilary Crane (storm)	7 North 13th Street	New Patio Cover			$3,000		$83
25228	Steve Badger	507 South 3rd Avenue	Alter Building				$2,000	$138
25229	Roger Peterson	910 West Boone St.	Demolish Garage					$25
25230	Roger Peterson	910 West Boone St.	New Garage			$18,000	`	$293
25231	LeRoy Morford	2110 Bittersweet Rd.	Alter Dwelling		$5,000			$111
24232	Mary Johnston (storm)	308 North 3rd Street	New Garage			$6,000		$125
25233	Karina Hernandez (storm)	211 South 15th Avenue	New Garage			$11,000		$195
25234	Gregorio Torres	908 West Church St.	Alter Garage			$6,000		$125
25235	Glenwood Place LLC	2907 S. 6th St. H & I	New Two Unit Dwelling	$456,000				$3,184
25236	Glenwood Place LLC	2907 S. 6th St. J & K	New Two Unit Dwelling	$456,000				$3,184
25237	Dean Lawthers (storm)	309 North 12th Avenue	New Garage			$5,000		$111
25238	Bradley Wiener	615 Garland Drive	New Garage			$12,000		$209
25239	Paula Sprague (storm)	112 West Main Street	Demolish Building					$25
25240	Jesus Gaytan (storm)	114 West Main Street	Demolish Building					$25
25241	Eva Maria Lagunas Vargas(storm)	116 North 10th Ave.	Demolish Garage				`	$25
25242	Eva Maria Lagunas Vargas(storm)	116 North 10th Ave.	Alter Dwelling		$15,000			$251
25243	Antonio Palacios (storm)	101 North Center St.	Alter Building				$46,000	$602
25244	Jeremy Adkins	2101 East Nevada St.	Alter Building				$50,000	$644
25245	Jimmy Guevara	510 East Church St.	Alter Dwelling		$7,000			$139

BUILDING REPORT FOR THE MONTH OF OCTOBER 2019

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25246	M'town Senior Residences (storm)	201 East Main Street	Alter Building					$2,300,000	$10,934
25247	Mary Opitz (storm)	102 North 11th Avenue	Alter Dwelling			$3,000			$83
25248	Samuel Ibarra (storm)	705 East State Street	Demolish Garage				`		$25
25249	Marshalltown Company	808 East Boone Street	Demolish Building						$25
25250	Walmart Stores Inc.	2802 South Center St.	Alter Building					$10,000	$181
			TOTALS:		**$912,000**	**$45,000**	**$111,000**	**$2,482,000**	**$22,847**
			TOTAL IMPROVEMENT AMOUNT:			**$3,550,000**			
				Units	Permits	Permits	Permits	Permits	Demo Permits
			# OF PERMITS:	**4**	**2**	**5**	**12**	**7**	**18**

Scott A. Riemenschneider, Chief Building Official

MARSHALLTOWN
IOWA

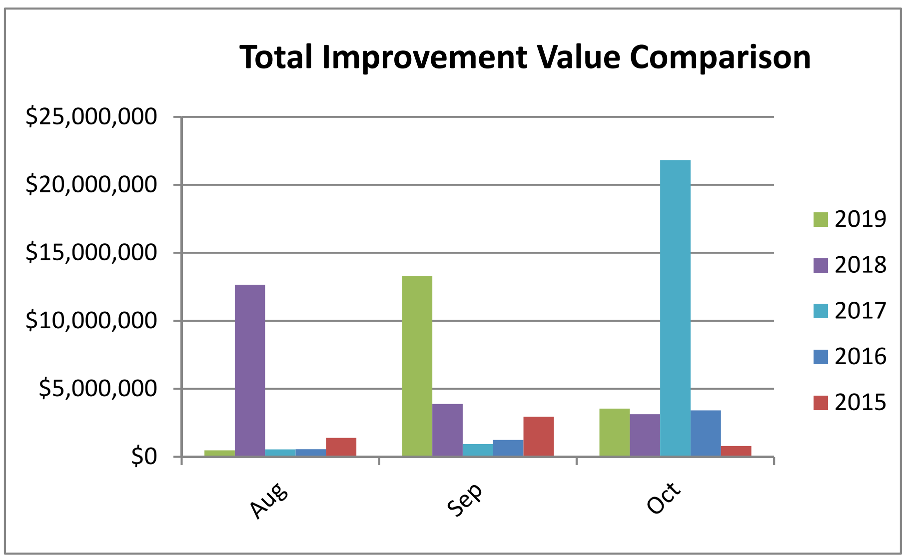
Building Division Improvement Value & Fee Summary - Oct. 2019

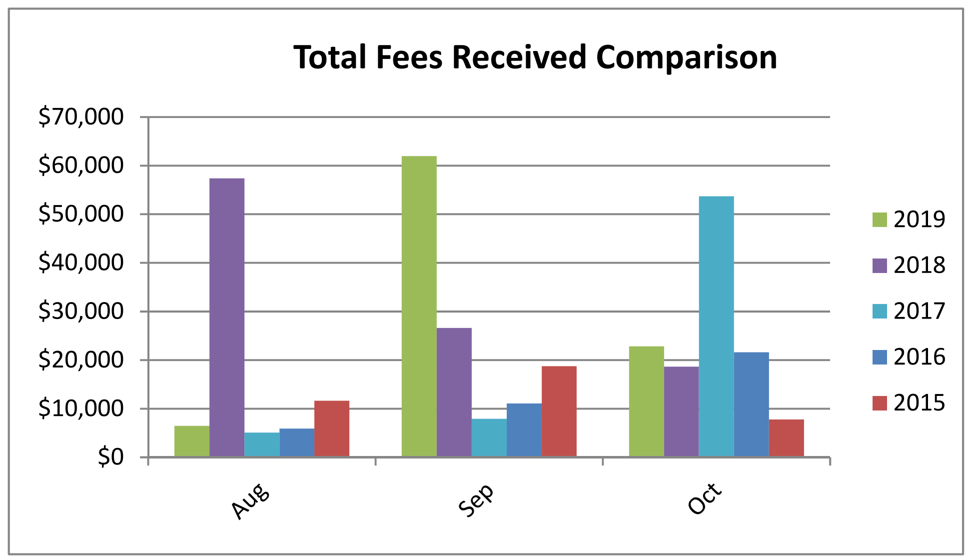
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	$903,000	$3,132,000	$5,177,000	$1,176,000	$870,000	$1,546,000	$2,188,000	$471,000	$13,287,000	$3,550,000			**$32,300,000**
2018	$205,000	$1,722,000	$271,000	$3,050,000	$1,104,000	$306,000	$2,725,000	$12,653,000	$3,882,000	$3,136,000			**$29,054,000**
2017	$74,000	$331,000	$7,559,000	$1,214,000	$8,277,000	$1,171,000	$671,000	$547,000	$937,000	$21,827,000			**$42,608,000**
2016	$479,000	$1,034,000	$2,977,000	$1,699,000	$2,257,000	$113,000	$945,000	$555,000	$1,246,000	$3,416,000			**$14,721,000**
2015	$0	$57,000	$941,000	$3,671,000	$1,516,000	$3,067,000	$6,572,000	$1,391,000	$2,944,000	$788,000			**$20,947,000**

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	$6,828	$16,366	$27,102	$11,467	$11,308	$16,389	$15,200	$6,479	$61,975	$22,847			**$195,961**
2018	$1,114	$10,996	$3,815	$17,067	$9,589	$3,038	$17,654	$57,378	$26,618	$18,654			**$165,923**
2017	$1,006	$3,995	$35,959	$9,819	$39,400	$10,063	$5,237	$5,075	$7,933	$53,706			**$172,193**
2016	$3,860	$7,490	$18,014	$12,229	$16,500	$1,553	$6,946	$5,912	$11,069	$21,606			**$105,179**
2015	$0	$762	$8,610	$24,464	$12,214	$18,787	$34,441	$11,625	$18,742	$7,793			**$137,438**





City of Marshalltown Council Calendar

Calendar for Year 2020 (United States)

timeanddate.com

PROPOSED

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- **Jan 1** • New Years
- **Jan 13** • Council Meeting
- **Jan 27** • Council Meeting
- **Feb 10** • Council Meeting
- **Feb 17** • Inservice
- **Feb 24** • Council Meeting
- **Mar 9** • Council Meeting
- **Mar 23** • Council Meeting
- **Apr 10** • Good Friday
- **Apr 13** • Council Meeting
- **Apr 27** • Council Meeting
- **May 11** • Council Meeting
- **May 25** • Memorial Day
- **May 26** • Council Meeting
- **Jun 8** • Council Meeting
- **Jun 22** • Council Meeting
- **Jul 3** • Independence Day Observed
- **Jul 13** • Council Meeting
- **Jul 27** • Council Meeting
- **Aug 10** • Council Meeting
- **Aug 24** • Council Meeting
- **Sep 7** • Labor Day
- **Sep 14** • Council Meeting
- **Sep 28** • Council Meeting
- **Oct 12** • Council Meeting
- **Oct 26** • Council Meeting
- **Nov 9** • Council Meeting
- **Nov 11** • Inservice
- **Nov 23** • Council Meeting
- **Nov 26** • Thanksgiving Day
- **Nov 27** • Thanksgiving
- **Dec 14** • Council Meeting
- **Dec 24** • Floater
- **Dec 25** • Christmas Day
- **Dec 28** • Council Meeting

2019-___

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2020 CHEVY SILVERADO 2WD 3500HD FROM KARL CHEVROLET FOR THE PRICE OF $59,991.64 AND A 2020 CHEVY SILVERADO 4WD 3500HD FROM KARL CHEVROLET FOR THE PRICE OF $63,464.20 FOR USE IN THE STREET DEPARTMENT

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 two new trucks to be utilized by the street department and sought quotes for this purpose; and

WHEREAS Karl Chevrolet, Ankeny, Iowa submitted a quote on a 2020 Chevy Silverado 2WD 3500HD truck for a purchase price of $59,991.64, and also a 2020 Chevy Silverado 4WD 3500HD for the purchase price of $63,464.20

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

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

Section 1. That the City of Marshalltown accepts the bid from Karl Chevrolet for the purchase of one, [truck#1] 2020 Chevy Silverado 2WD 3500HD truck to be used in the Street Department in the amount of $59,991.64.

Section 2. That the City of Marshalltown accepts the bid from Karl Chevrolet for the purchase of one, [truck#2] 2020 Chevy Silverado 4WD 3500HD truck to be used in the Street Department in the amount of $63,464.20.

Section 3. The Public Works Director 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 11th day of November, 2019, and signed this ______ day of November, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

____

Attest:

____

Shari L. Coughenour, City Clerk

#2019-288B

DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 2000 CHEVY 4 X 4 PICKUP TRUCK AND A 2011 FORD F250 SD.

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 is the sole owner of the equipment listed in Section 1 which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold; and

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

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

Section 1. The property listed below is hereby declared as surplus property:

ASSET ID	DESCRIPTION	VIN
5410	2000 CHEVY 4X4 PICKUP	1GCGK24R4YR179194
6724	2011 FORD F250 SD	1FTBF2B68BEB15049

Section 2. The surplus property the subject of this resolution shall be sold or disposed of.

Passed this 11th day of November, 2019, and signed this___day of November, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE SOUTH 4TH AVENUE PROJECT # STR19001
AN INCREASE OF $1,221.70

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Brycon, for the labor and material for the 2019 South 4th Avenue Project #STR19001; 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 #3 for the 2019 South 4th Avenue Project, in the increased amount of $141,562.70 is hereby accepted and approved.

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

CITY OF MARSHALLTOWN, IOWA

____
Joel Greer, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

No. 003

PROJECT: South 4th Avenue

DATE OF ISSUANCE: October 25, 2019 EFFECTIVE DATE: October 25, 2019

OWNER: City of Marshalltown

ENGINEER'S PROEJCT NO. A13.118979

CONTRACTOR: Brycon ENGINEER: Bolton & Menk, Inc

You are directed to make the following changes in the Contract Documents.

Description:

Adjustment of contract quantities to final as constructed amounts

Reason for Change Order:

Change is requested as an accounting adjustment for final contract amount

Attachements (List of Documents Supporting Change):

See Attached

CHANGES IN CONTRACT PRICE:	CHANGES IN CONTRACT TIMES:
Original Contract Price $135,692.00	Original Contract Times Substantial Completion: ______ days or dates Ready for final payment: ______ days or dates
Net Changes from Change Order No. 001 to No. 002 $4,649.00	Net changes from previous Change Orders No. 001 to No. 002 0 days
Contract Price Prior to this Change Order $140,341.00	Contract Times Prior to this Change Order Substantial Completion: ______ days or dates Ready for final payment: ______ days or dates
Net Increase of this Change Order $1,221.70	Net (Increase/Decrease/No Change) of this Change Order 0 days
Contract Price with all approved Change Orders $141,562.70	Contract Times will all approved Change Orders Substantial Completion: ______ days or dates Ready for final payment: ______ days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: Gregory Brennand	By: ______	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 10/25/2019	Date: ______	Date: 10/30/19

CHANGE ORDER SUPPORTING DOCUMENTATION

CHANGE ORDER #3 -4TH AVE CONSTRUCTION										
ITEM NO	SUDAS REFERENCE ITEM	ITEM	UNIT	UNIT PRICE	ORIGINAL BID QUANTITY	PREVIOUS CHANGE ORDER QUANTITIES	CONTRACT QUANTITY PRIOR TO THIS CHANGE	CURRENT CHANGE ORDER QUANTITY CHANGE	REVISED CONTRACT QUANTITY	CURRENT CHANGE ORDER VALUE
1	2010-108-E-0	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	$12.50	200	0	200	44	244	$ 550.00
2	2010-108-G-0	SUBGRADE PREPARATION	SY	$1.00	1,700	0	1,700	9	1,709	$ 9.00
3	2010-108-I-0	SUBBASE, MODIFIED	SY	$8.30	1,700	0	1,700	9	1,709	$ 74.70
8	7010-108-A-0	PAVEMENT, PCC, 6 INCH	SY	$46.00	1,410	0	1,410	9	1,419	$ 414.00
11	7030-108-H-2	DRIVEWAY GRANULAR	TON	$14.50	20	0	20	12	32	$ 174.00
									Total Change Order Amount	$ 1,221.70

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE SOUTH 4TH AVENUE PROJECT, WITH A FINAL PROJECT COST IN THE AMOUNT OF $141,562.70

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the South 4th Avenue Project, and

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

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

Section 1. That the labor and material for the South 4th Avenue Project, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Brycon LLC, including the payment of the items called for in said contract and Statement of Completion.

Passed this 11th day of November, 2019 and signed this _________day of November, 2019

CITY OF MARSHALLTOWN

____

Joel Greer, Mayor

ATTEST:

____

Shari L. Coughenour, City Clerk

BOLTON & MENK
Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION

South 4th Avenue
City of Marshalltown, Iowa

Brycon LLC
911 North Center Street
Marshalltown, IA 50158

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

Exceptions – None

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is $141,562.70

Dated this 28th of October 2019

Recommended by Engineer,

Bolton and Menk, Inc.

By Gregory Broussard

Gregory Broussard, P.E. Principal Engineer

Accepted by Owner, City of Marshalltown

By ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

RESOLUTION ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION GRANT APPLICATIONS FOR 109-111 WEST MAIN STREET, 4 EAST MAIN STREET, 201 EAST MAIN AND 107 NORTH CENTER STREET

WHEREAS, the Iowa Economic Development Authority awarded $1 million to the City of Marshalltown through the Community Catalyst Building Remediation Program to be allocated to buildings and projects located within the Marshalltown Central Business District; and

WHEREAS, a committee consisting of individuals with businesses or working in the Marshalltown Central Business District was created to review the pre-applications and then full applications; and

WHEREAS, the committee scored four full applications based upon project impact, project appropriateness, and project funding/partnerships, requiring a minimum point total of 30 out of 50 possible points; and

WHEREAS, the committee is recommending the City Council endorse four grant requests which scored 30 points or greater and consist of the following projects:

- $75,000 – 109-111 West Main Street- McGregor's Furniture Building Restoration
- $250,000 - 4 East Main Street- Zamora's Fresh Market Façade and Exterior Upgrades
- $75,000 - 201 East Main Street- Marshalltown Senior Residences Renovation
- $250,000 - 107 North Center Street- New Grocery and Restaurant

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the four Community Catalyst Building Remediation Grants are hereby endorsed by the City Council, with staff being directed to submit these applications to the Iowa Economic Development Authority for scoring and approval.

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

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN CATALYST BUILDING PROJECT SUMMARY

McGregor's Furniture – 109-111 West Main St.
$75,000 for a Building Restoration Project
This project will seek to take the McGregor's Building back to some of its historical features including bringing back custom windows and a cornice.

Revenue- $1,088,895	Expenses- $1,088,895
Catalyst Grant- $75,000	Exterior Envelope - $215166
MCBD Incentives- $28,500	Windows/Doors - $163,345
Insurance/Personal: $985,395	Roofing - $125,000
	Other - $97,100

Zamora's Fresh Market – 4 East Main St.
$250,000 for a Façade Restoration Project
This project will focus on the exterior of Zamora's providing repairs to the current exterior of the building as well as a fresh update with new windows, windows and awning

Revenue- $1,021,500	Expenses- $1,021,500
Catalyst Grant- $250,000	Exterior Envelope - $543,000
MCBD Incentives- $27,000	Windows/Doors - $200,600
Bank Loan- $734,500	Roofing - $180,300
	Other - $97,100

Marshalltown Senior Residences – 201 East Main St.
$75,000 for a Building Restoration Project
This project will restore the 28 units of affordable senior housing that were available prior to the tornado. The interior damage as well as the rear portion of the fourth floor will be restored.

2B - WEST ELEVATION, CORNICE 2

Revenue- $3,400,629	Expenses- $3,400,629
Catalyst Grant- $75,000	
MCBD Incentives- $36,000	
Property Cash- $289,711	
Insurance Proceeds- $2,999,918	

New Grocery Store/Restaurant – 107 North Center St.
$250,000
This project will replace Abbarottes Villachuatto in a new location with a larger footprint and a restaurant.

Revenue- $3,648,893	Expenses- $3,648,893
Catalyst Grant- $250,000	
City Incentive- $50,000	
TIF Rebate- $850,000	
Loan/Other- $2,498,893	

MARSHALLTOWN
IOWA

November 7, 2019

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: EPA BROWNFIELDS ASSESSMENT GRANT

Policy Issue: The EPA has a Brownfields Assessment Grant program that funds the environmental assessments. The grant maximum is $300,000 and there is not a local match required. The priority areas would include several of the areas noted in the Highway 14 Corridor study and Downtown Master Plan for development.

Recommendation: Staff is working on the preparation of the application and plans to submit by the deadline date of December 3, 2019. The work would likely occur in later 2020.

Background: The City has administered a Brownfield Assessment grant in the past which included a number of Phase I and Phase II assessments throughout the community. These were helpful in encouraging downtown development including the completion of the Iowa Wholesale renovation. This grant would serve a similar purpose with more focused evaluation.

Budget Impact: The grant maximum award is $300,000. There is no required matching contribution.

Attachment: Resolution.

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

Res. 2019-

RESOLUTION AUTHORIZING THE CITY TO SUBMITT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT

WHEREAS EPA established the Brownfields Assessment Grant Program and has announced funding availability under said Program for community-wide assessment grants; and

WHEREAS the City is an eligible applicant with a proven track record of successfully implementing funding under said Program; and

WHEREAS the environmental assessment associated with demolition, acquisition and private redevelopment will be required for redevelopment specifically in the areas of the downtown and the Highway 14 corridor

WHEREAS said Program is a source of funding for environmental assessments and there is not a match requirement; and

WHEREAS the City Council has reviewed the request and found it to be in the best interest of the City.

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

<u>Section 1.</u> The City staff and Mayor is hereby authorized to prepare and submit a Brownfields Assessment Grant Program application in the amount of $300,000.

<u>Section 2.</u> The Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this ___day of November, 2019 and signed this __ day of November, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SET DATE FOR HEARING ON AGREEMENT WITH MARSHALLTOWN AREA CHAMBER OF COMMERCE

422742-33

Marshalltown, Iowa

November 11, 2019

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 o'clock p.m., on November 11, 2019 at the Council Chambers, pursuant to the rules of the Council.

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

Present: ____

Absent: _______________________________________.

Council Member ______________________ introduced the resolution next hereinafter set out, related to setting a date for hearing on an Agreement for Economic Development Consulting Services with the Marshalltown Area Chamber of Commerce, and moved its adoption, seconded by Council Member ______________________; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: ____

Nays: ____.

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

RESOLUTION NO. _______

SETTING DATE FOR PUBLIC HEARING ON AN AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE, INCLUDING ECONOMIC DEVELOPMENT PAYMENTS IN AN AMOUNT NOT TO EXCEED $250,000

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

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

WHEREAS, the City proposes to enter into an agreement for economic development consulting services (the "Consulting Agreement") with the Marshalltown Area Chamber of Commerce (the "Chamber") in connection with the provision of services in the Urban Renewal Area; and

WHEREAS, the Consulting Agreement would provide a total of $250,000 in payments to the Chamber for a period of five years, in the amount of $50,000 per year, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Consulting Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This Council shall meet on the 25th day of November, 2019, at 5:30 o'clock p.m., at the Council Chambers, at which time and place a public hearing will be held on the Consulting Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, the time when and place where the meeting will be held, by publication at least once not less than four days and not more than twenty days before the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF HEARING ON AGREEMENT WITH MARSHALLTOWN AREA CHAMBER OF COMMERCE

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers on the 25th day of November, 2019, at 5:30 o'clock p.m., at which time and place a public hearing will be held on an Agreement for Economic Development Consulting Services (the "Agreement") between the City and the Marshalltown Area Chamber of Commerce, in connection with services to be provided by the Chamber in Marshalltown Urban Renewal Area No. 4. The Agreement provides a total of $250,000 in payments to the Chamber for a period of five years, in the amount of $50,000 per year, under the authority of Section 403.9(1) of the Code of Iowa.

The Agreement will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property located within the Marshalltown Urban Renewal Area No. 4.

At the meeting, the Council will receive oral or written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Shari Coughenour
City Clerk

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

Passed and approved November 11, 2019.

____
Mayor

Attest:

____
City Clerk

• • • •

On motion and vote the meeting adjourned.

____
Mayor

Attest:

____
City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which a public hearing will be held on a Consulting Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of ________________, 2019.

____
City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

November 8, 2019

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

Re: Set Hearing on Consulting Services Agreement with Chamber of Commerce
File No. 422742-33

Dear Shari:

In response to information I received from Jessica, I have prepared the enclosed copies of a resolution that may be adopted by your City Council on November 11 in order to set November 25 as the date for a public hearing on the proposed Consulting Services Agreement with the Marshalltown Area Chamber of Commerce.

The notice of public hearing on the Agreement must be published once, not less than four (4) nor more than twenty (20) days prior to the City Council meeting at which the hearing will be held. Please email or fax a copy of the published notice to us. Our fax number is (515) 283-1060.

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

Please contact me if you have questions.

Sincerely yours,

Robert E. Josten

Cc by email: Jessica Kinser

RESOLUTION AWARDING LANSING BROTHERS CONSTRUCTION THE BID FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF TWO TORNADO-DAMAGED PROPERTIES

WHEREAS, Marshalltown was struck by an EF-3 tornado on July 19, 2018, which resulted in significant damage to many homes and structures in the community; and

WHEREAS, through the disaster declaration from the Federal Emergency Management Agency, the City of Marshalltown is able to submit the costs for the removal of tornado-damaged properties as part of the Category B expenses; and

WHEREAS, three properties were listed for bid, with Lansing Brothers Construction being the low bidder on two of the three properties, as represented in the attached bid tabulation, with a total contract value that requires approval from the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, Lansing Brothers Construction is awarded the bid for the properties at 103 North 3rd Avenue and 105 North 6th Street, and the Mayor is authorized to execute the attached agreement.

Passed this 11th day of November, 2019, and signed this _______ day of November, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR SERVICES

City of Marshalltown, Iowa
and
Lansing Brothers Construction Company

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 Lansing Brothers Construction Company, an Iowa corporation ("Contractor").

Recitals

WHEREAS, the City has determined that several residential properties damaged by the July 19, 2018 tornado within the city limits constitute a safety hazard due to asbestos contamination;

WHEREAS, the City does not have the capacity to undertake the asbestos abatement and demolition of such properties and finds it necessary to contract for 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 asbestos abatement and demolition 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 receipt of a contract and performance bond and end March 11, 2020. If work is not expected to be completed by that date, Contractor must provide City written notice 30 days in advance of March 11, 2020 with the reason(s) why an extension is necessary.

2. **IDENTIFICATION OF RESIDENCES.** The City shall direct Contractor which residences are subject to this agreement, to wit:

- 103 North 3rd Avenue, Marshalltown Iowa
- 105 North 6th Street, Marshalltown, Iowa

Upon completion of the 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. **ASBESTOS ABATEMENT AND DEMOLITION.** Contractor agrees to perform all items contained within the bid packet and Request for Bids, including but not limited to utility disconnections, asbestos remediation, demolition, basement backfill, content disposal, basement/slab removal, site restoration, tree/stump removal, on-site concrete removal, and removal of accessory buildings. 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 $46,400.00 to the Contractor upon completion of the services. 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 will comply with all permit requirements required by the City of Marshalltown, Iowa. 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. **INDEPDENDENT CONTRACTOR AND SUBCONTRACTORS**. The Contractor shall be an independent contractor and this Agreement shall not create a relationship of co-partners or joint ventures with the City. All employees of the Contractor shall remain employees of the Contractor and shall not become employees of the City. The Contractor must be the entity completing the Scope of Work. No subcontracting will be allowed of work awarded.

9. **SAFETY REQUIREMENTS.** The Contractor shall provide all required notices to the Department of Natural Resources and the City in connection with this demolition. The Contractor shall submit a traffic control plan to the City's Building Inspection Department ten (10) days before any abatement or demolition activities. The Contractor shall provide any traffic control devices necessary for the project. The asbestos removal shall comply with all of the qualifications, safety requirements and requirements for protection of the public, noise pollution, dust control, and protection of public utilities and adjacent property as required in the Request for Bids.

10. **INCORPORATION OF BID DOCUMENTS.** With this reference, the parties incorporate the terms and conditions set forth in the Request for Sealed Bids and the bid sheet provided by Contractor.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

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

Lansing Brothers Construction Company,
an Iowa corporation

Dated this ___ day of __________, 2019.

By: ___________________________
, __________________

Address: 101 First Street East, PO Box 36
Luxemburg, Iowa 52056

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

City of Marshalltown
Bid Tabulation for
Asbestos Abatement and Demolition of Tornado-Damaged Residential Properties

BID ITEMS	103 NORTH 3RD AVE			310 BROMLEY ST			105 NORTH 6TH ST		
	Jackson Contracting LLC	Lansing Brothers Construction	Lanphier Excavating LLC	Jackson Contracting LLC	Lansing Brothers Construction	Lanphier Excavating LLC	Jackson Contracting LLC	Lansing Brothers Construction	Lanphier Excavating LLC
1. Utility Disconnections	$ 4,000	$ 6,000	$ 4,500	$ 4,000	$ 3,000	$ 2,500	$ 4,000	$ 3,000	2000
2. Asbestos Remediation	$ 6,625	$ 4,000	$ 1,500	$ 16,950	$ 11,000	$ 6,000			
3. Demolition	$ 18,000	$ 9,000	$ 12,000	$ 18,000	$ 7,000	$ 3,000	$ 18,000	$ 15,000	20540
4. Basement Backfill	$ 4,800	$ 2,500	$ 1,500	$ 3,500	$ 1,500	$ 1,500	$ 11,726	$ 1,800	1500
5. Content Disposal	$ 750	$ 200	$ 4,000	$ 750	$ 200	$ 3,350			
6. Basement/Slab Removal	$ 18,000	$ 1,000	$ 1,000	$ 1,480	$ 1,000	$ 1,000	$ 4,000	$ 1,000	1000
7. Site Restoration	$ 1,500	$ 1,000	$ 1,500	$ 1,500	$ 1,100	$ 1,500	$ 1,500	$ 1,100	1500
8. Tree/Stump Removal				$ 400	$ 200	$ 100	$ 400	$ 400	100
9. On-site Concrete Removal	$ 1,000	$ 200	$ 1,000	$ 500	$ 400	$ 1,000	$ 1,000	$ 200	1000
10. Removal of Accessory Buildings									
TOTAL	**$ 54,675**	**$ 23,900**	**$ 27,000**	**$ 47,080**	**$ 25,400**	**$ 19,950**	**$ 40,626**	**$ 22,500**	**$ 27,640**

FEMA Eligible	$ 21,500	$ 13,000	$ 19,800
City	$ 2,400	$ 6,950	$ 2,700

RESOLUTION APPROVING THE MARSHALLTOWN MUNICIPAL AIRPORT STATE GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI) GRANT ASSISTANCE APPLICATION

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed MARSHALLTOWN MUNICIPAL AIRPORT STATE GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI) PROGRAM GRANT APPLICATION.

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 State General Aviation Vertical Infrastructure Program 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 11th day of November, 2019, and signed this _______ day of November, 2019.

CITY OF MARSHALLTOWN

____
Joel Greer, Mayor

ATTEST:

____
Shari L. Coughenour, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2020
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)

THIS AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Marshalltown**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Marshalltown Municipal Airport**, hereafter the "Airport".

Improvements shall consist of:
Terminal Building Improvements, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I200MIW300**
Contract number: **21653**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **14%** of the eligible project costs, not to exceed the maximum amount payable of **$150000** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf)

- Competitive bid procedures for all projects greater than $139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between $77,000 and $139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between $57,000 and $139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.

2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.

2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.

2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.

2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.

2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2.13 Funding will be available for reimbursement of the project for two years after the date of the agreement, unless appropriations are withdrawn under 2.11. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.

2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.

2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

(a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
(b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than $50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
(c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
(d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
(e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
(f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
(g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
(h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
(i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records

and documents available to Iowa DOT personnel for audit.

(j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.

5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.

5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.

5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this ___________ day of _______________________, __________, on behalf of the SPONSOR.

By: ___________________________________ Attested: ____________________________

Title: ___________________________________ Title: ____________________________

Signed this _____ day of ____________, _______, on behalf of the Iowa Department of Transportation.

By: _______________________________________

Stuart Anderson
Director
Planning, Programming and Modal Division

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

March 2019

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
200 East Grand Avenue
Des Moines, IA 50309
Phone: (515-348-6159)
Website: https://iowaeconomicdevelopment.com/tsb

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

> It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions

1. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

(1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

2. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
(2) Date of the contract.
(3) Whether or not a TSB bid/quotation was received.
(4) Whether or not the TSB's bid/quotation was used.
(5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

A. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the IowaEconomic Development Authority.

3. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Form 730007WP 7-97

Contractor ______________________________ Page#_________________

Project# ______________________________

County ______________________________

City ______________________________

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_________________
List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: https://www.iowa.gov/tsb/index.php/home.

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

   a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

      http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

   b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

   a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

   b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION

For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: ______________________ Project Number: ________________________

County: ______________________ Agreement Number: ____________________

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

   If no, explain ____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) ____________________

   If no, explain ____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

   If no, explain____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

   If yes, what was the goal or percentage? _______________________________________

   If no, explain why not: ____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

   If no, what action was taken by Recipient? ____

   Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? $______________
   What was the final project cost? $______________
   What was the dollar amount performed by TSB firms? $______________

   Name(s) and address(es) of the TSB firm(s)____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain ____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

____
Title

______________________________________ ______________________________________
Signature

2019-___

RESOLUTION APPROVING PRIVATE PLACEMENT ENGAGEMENT LETTER WITH PIPER JAFFRAY & CO. NOT TO EXCEED $52,000 AND APPROVING THE DISTRIBUTION OF TERM SHEET

WHEREAS the Council has approved to refund the 2012 and 2014 sewer revenue bonds; and

WHEREAS Piper Jaffray & Co. will act as the placement agent and their fee is 0.8%-1% of the amount borrowed (estimated $40,360-$50,450) plus reasonable expenses; and

WHEREAS the Distribution of Term Sheet will be available to potential investors. and

WHEREAS the Council has fully examined and found the agreement is in the best interest of the city of Marshalltown, Iowa, and that the agreement should be approved and accepted.

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

Section 1. The Council authorizes the approval of the engagement letter with Piper Jaffray & Co. to act as the private placement agent, in an amount not to exceed $52,000.

Section 2. The Council approves the distribution of the term sheet.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed on this 11th day of November, 2019, and signed on this ___day of November, 2019.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor
ATTEST:

____
Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

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

FINANCE DEPARTMENT

November 7, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Engagement letter and Distribution of Term Sheet for the refunding of Series 2012 and 2014 Sewer Revenue Bonds with principal amounts of $1,060,000 and $3,921,000 respectively.

Policy Issue: Council must approve any purchases of $45,000 or more. An engagement letter with Piper Jaffray & Co. needs to be approved as they will be acting as the City's placement agent to negotiate with banks who are interested in purchasing the securities. The Council must also approve the Distribution of Term Sheet.

Recommendation: Staff recommends approving the engagement letter with Piper Jaffray, which is who Speer Financial and the City originally worked with on the 2012 and 2014 revenue bonds. Private placement avoids the cost of a bond rating. Piper Jaffray's fee will be 0.8%-1% of the borrowed which includes the amount of issuance costs plus reasonable expenses if any (Piper's fee is approx. $40,360-$50,450). Staff also recommends approving the Distribution of the Term Sheet.

Background: After a public hearing on October 14th, Council approved to move forward with the refunding of the Series 2012 and 2014 revenue bonds. The existing interest rates are 2.58% and 2.9% respectively. With the federal Reserve dropping interest rates, it is a good time to refinance these bonds. There is an estimated net savings of approximately $165,000. The bonds will remain to be bank qualified (tax-exempt) since they were originally issued that way. Only the new issuance costs will count towards the $10 million bank qualified annual threshold in 2020. The proposals will be due Dec. 6th and the anticipated closing on the bonds will be January 8th.

Budget Impact: The principal and interest payments to repay the loan have already been budgeted to be paid out of the sewer revenues, but with this refunding the City would pay less interest. Issuance costs are estimated to be $71,000. This has no effect on the property tax levy.

Attachment: Piper Jaffray Engagement Letter for sewer debt refinancing
Distribution of Term Sheet for Revenue Bond

cc: Jessica Kinser, City Administrator

PiperJaffray.

3900 Ingersoll Ave. Suite 110, Des Moines, IA 50312
Tel: 515-247-2340 | Tel: 800-333-6008 | Fax: 515-247-2352
Piper Jaffray & Co. Since 1895. Member SIPC and FINRA

November 7, 2019

Honorable Mayor and Members of the City Council
c/o Ms. Diana Steiner, Finance Director
City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

Re: Private Placement Engagement Letter (2020 Sewer Revenue Bond Refinancing)

Dear Diana:

This letter confirms the agreement between Piper Jaffray & Co. ("Piper Jaffray" or "we" or "us") and the City of Marshalltown, Iowa (the "Issuer" or "you") as follows:

1. ***Engagement.*** The Issuer engages Piper Jaffray to act as your exclusive representative for the proposed private placement (the "Transaction") by sale of securities, (the "Securities"), and we accept this engagement upon the terms and conditions set forth in this agreement.

   During the term of our engagement, we will, as appropriate to the Transaction:
   - consult with you in planning and implementing the Transaction;
   - assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
   - assist you in preparing for due diligence conducted by potential investors;
   - identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
   - If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
   - consult with you in structuring the investment; and
   - assist you in negotiating definitive documentation.

   As currently contemplated, the Transaction will be a private placement of Securities with gross spendable proceeds of approximately $5,045,000. You acknowledge and agree that our engagement pursuant to this letter is not an agreement by us or any of our affiliates to underwrite or purchase any Securities or otherwise provide any financing, nor an agreement by you to issue and sell any Securities. You may in your discretion postpone, modify, abandon or terminate the Transaction prior to closing. We may decline to participate in the Transaction if we reasonably determine that the Transaction has become impractical or undesirable.

2. ***Fees.*** For our services, you agree to pay us a selling commission as outlined in Exhibit A, payable by check or wire transfer, in our sole discretion, in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non performance by You.

3. ***Expenses*** We do not expect to incur expenses in the transaction other than legal expenses. However, in the event that we incur other expenses in pursuit of the Transaction, upon receipt of an invoice, you agree to reimburse us for our reasonable expenses incurred, all of which are to be pre-approved by You prior to expenditure by Us.

4. ***Termination***. The term of this engagement shall begin on the date of execution set forth above. Neither You nor We may terminate this engagement at any time prior to completion of the sale of Securities other than (a) You may terminate Us for non performance, in which case no fees are due and payable unless agreed to previously in writing; or (b) We may terminate You for non performance, in which case, upon such termination, all fees due to Us, shall be due and payable immediately by You.

5. ***Non performance by Us***. Attached to this engagement is a form of term sheet in support of the Transaction, and a timeline for the Transaction. Said term sheet is hereby approved by You in form substantially as attached. Minor deviations that would be usual and customary in a private placement transaction shall be allowed between the initial term sheet and any final proposals received. However, any material deviations that could be reasonably treated as less favorable to You shall be presented to You for consideration and approval. Receipt of proposals with market interest rates from one or more lenders consistent with the term sheet, or with minor deviations as noted herein, shall constitute performance by Us.

6. ***Non performance by You***. Any action or failure to take action to approve the Transaction after We have performed pursuant to this engagement shall be considered non performance by You.

7. ***Representations, Warranties and Agreements of the Issuer.*** You represent and warrant to, and agree with us, that:

   a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;

   b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;

   c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and

   d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

8. ***Other Matters Relating to Our Engagement*** You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Jaffray, as a placement agent, is in an arms-length commercial transaction between you and Piper Jaffray and Piper Jaffray has financial and other interests that differ from your interests (ii) Piper Jaffray is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Jaffray has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Jaffray has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

9. ***Miscellaneous.*** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Iowa. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement. This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement. This agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,

____
Title: Managing Director
Agreed and accepted as of the date first above written.

Acknowledgement of Approval of Engagement, including acknowledgement of Appendix A Disclosures

City of Marshalltown

____
Title:

Date on which this letter was signed by the Issuer: ________________

Exhibit A - Calculation of Selling Commission

Sewer Revenue Debt
Maximum of 0.80% of the par amount of bonds sold.

A 0.10% discount provided if all purchased by local financial institutions within the Issuer's footprint (local presence within Issuer's boundaries) and does not require a DTC closing.

Appendix A – G-17 Disclosure

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters and placement agents are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter or placement agent and other matters relating to an underwriting or placing of the Bonds.

Piper Jaffray intends to serve as an underwriter or placement agent respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter or placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing.

Our Role as Underwriter:
In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
(ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
(iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
(v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.[1]

Our Role as Placement Agent:
In serving as placement agent for the Bonds, these are some important disclosures that clarify our role and responsibilities:

(i) MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
(ii) Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation;
(iii) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
(iv) We have a duty to arrange the purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
(v) In the event an official statement is prepared, we will review the official statement for your securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Our Compensation:
As underwriter, compensation will be by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. As placement agent, compensation will be by a fee that was negotiated and entered into in connection

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[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

with the issuance of the Bonds. Payment or receipt of the underwriting fee, discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflict of Interest for Underwritings Only:
We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Risk Disclosures:
In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Other Financial Characteristics Specific to Direct Purchases of Bonds. Purchasers of bonds in a direct purchase, private placement context sometimes ask for certain financial terms not typically included in publically offered bonds. For example, after a stated period of time (typically ten years or less), the purchaser may require that the interest rate on the Bonds be reset at a higher rate or require that the entire notional amount of the Bonds become due, which may require the refinancing of the Bonds in unfavorable market conditions. See section entitled "*Refinancing Risk*" below. Financial terms could include other provisions that raise your interest rate during the term of the bonds. For example, a margin rate clause (also known as "gross up" or "increased cost") triggers an automatic interest rate increase should federal corporate tax rates be reduced, allowing the purchaser to offset the decreased value of the bonds. Other potential interest rate increases could include a higher rate triggered by an event of default (a "default rate"), an increase in the interest rate if there is a determination that interest on the bonds is includable in gross income for federal income tax purposes or a higher interest rate if the instrument fails to be bank-qualified. For any of these scenarios, the resulting interest rate may or not be capped by a maximum interest rate. If a rate cap applies, purchasers may ask that any interest that would have accrued but for a rate cap be deferred and paid out in later years. Another example of terms that may apply in a private placement include acceleration clauses, which may permit the bank purchaser to request immediate payment of outstanding principal in an event of default or otherwise force a restructuring of the bonds to a more accelerated amortization schedule. Lenders may also seek provisions requiring that any interest that would have accrued but for legal maximum rate restrictions to be deferred and paid if and when the applicable rate goes below such maximum rate (commonly known as a "clawback" or "recapture provision").

These features could impact your liquidity, debt service coverage ratios or force you to divert funds to pay debt service on the Bonds that were intended for other purposes. Unexpected increases in interest rates could also impact your outstanding credit rating.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds
"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds
"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

General Fund Obligations
"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

Financial Risk Considerations
Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Risk of Default and Fiscal Stress
You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk
Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk
If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions, changes to the credit of the Bonds or changes in law may limit, make more expensive or prevent the refinancing of those bonds when required.

Reinvestment Risk
You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk
The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

PRELIMINARY LOAN PARTICIPANT PACKAGE

City of Marshalltown, Iowa ("Issuer")

Welcome to the city of MARSHALLTOWN

Sewer Revenue Refunding Bonds
Series 2020

FINANCING PACKAGE AS OF NOVEMBER 7, 2019

Proposals due December 6, 2019

CLOSING ANTICIPATED JANUARY 8, 2020

PiperJaffray®

Placement Agent

The attached document is being sent to you as a prospective purchaser in connection with a private placement identified by Piper Jaffray & Co. Piper Jaffray & Co. has not independently verified the information contained herein or otherwise made any further investigation of the bonds, the credit of the borrower and any obligor, the collateral and the bond terms. Neither Piper Jaffray & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. See last page for additional disclaimers. Purchasers will be expected to complete their own due diligence if selected.

THE INFORMATION CONTAINED IN THIS PACKET HAS BEEN ASSEMBLED FOR THE PURPOSES OF OBTAINING A LOAN (THROUGH THE ISSUANCE OF THE BONDS AS DESCRIBED HEREIN) FROM PROSPECTIVE PURCHASERS. THE INFORMATION HAS BEEN PROVIDED BY THE ISSUER OF THE BONDS.

TO THE BEST OF THE ISSUER'S KNOWLEDGE THIS INFORMATION IS ACCURATE, BUT THE INFORMATION IN THIS PACKET IS NOT INTENDED TO REPRESENT ALL OF THE INFORMATION THAT A PROSPECTIVE PURCHASER MAY CONSIDER RELEVANT TO REVIEW IN CONNECTION WITH APPROVING AND ENTERING INTO THIS TRANSACTION. IT IS EXPECTED THAT PROSPECTIVE PURCHASERS WILL CONDUCT THEIR OWN REVIEW OF THE PROPOSED TRANSACTION AND WILL ASK FOR ANY OTHER INFORMATION THAT THEY DETERMINE IS APPROPRIATE IN MAKING A FINAL DECISION IN CONNECTION WITH THIS TRANSACTION.

PROSPECTIVE PURCHASERS SHOULD UNDERSTAND THAT PIPER JAFFRAY'S ROLE IS LIMITED SOLELY TO ASSISTING THE ISSUER IN STRUCTURING THIS TRANSACTION.

THE TERM SHEET CONTAINED HEREIN SUMMARIZES THE PROPOSED STRUCTURE(S) OF THE TRANSACTION. THE ACTUAL TRANSACTION WILL BE AS SET FORTH IN A FINAL LOAN AGREEMENT AND OTHER TRANSACTION DOCUMENTS PREPARED BY THE ISSUER'S BOND COUNSEL. THESE FINAL DOCUMENTS WILL GOVERN THE TRANSACTION.

THE INFORMATION IN THIS PACKET IS DELIVERED ON A CONFIDENTIAL BASIS FOR USE SOLELY IN THE CONSIDERATION OF THE TRANSACTION. THE INFORMATION MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE PERMISSION OF THE ISSUER.

This document may contain statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements may be identifiable by the words such as "may," "will," "should," "plans," "expects," "anticipates," "estimates," "believes," "budget," or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties, and other factors which may cause actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. We therefore caution against placing substantial reliance on such forward-looking statements. All forward-looking statements included within any document are made only as of the date such document is labeled current. The [Borrower] does not expect or intend to issue any updates or revisions to those forward-looking statements.

Summary of Offering Terms

Issuer	City of Marshalltown, Iowa (the "Issuer")
Issue	Sewer Revenue Refunding Bonds, Series 2020 (the "Bonds")
Amount	$5,070,000
Purpose	Current Refunding Series 2012 and 2014 Sewer Revenue Bonds for interest cost savings
Expected closing	January 8, 2020 (estimated)
Principal Payments	Annually June 1, 2020 through 2029
Interest Payments	Semiannually beginning June 1, 2020
Interest Rate Locks Derivatives	No proposal will be considered that includes any sort of interest rate lock, hedge or derivative component between the Issuer and a counter-party. Any rate lock, hedge or derivative instrument that the lender wants to put in place to hedge itself is acceptable to the Issuer, provided that the Issuer and lender have a loan agreement with a stated interest rate and no other exposure to counter-parties, whether the bank or a third party.
Call feature	The Issuer desires the most flexible call feature possible. The initial call date of the Bonds will be determined by your bid proposal. There is a space on the bid form where each bidder may designate the initial call date as part of their proposal. The call date will be one factor used in determining the winning proposal. The Issuer desires a call date no later than June 1, 2025.
Tax Status	Interest payments on the Bonds will be exempt from federal income taxation.
Bank Qualification	Bonds will be designated by the Issuer "qualified tax exempt obligations".
Form of Bond	Physically registered Bonds will be delivered to the purchaser with or without CUSIP's as you so dictate.
Investor Letter	A form of investor letter is attached as Appendix A to this term sheet. <u>Unless Piper Jaffray obtains a written representation in the following form as part of the investor letter or otherwise, Piper Jaffray will be required under its regulatory authority to obtain a CUSIP for the bonds:</u> The Purchaser is a bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities;[or Purchaser is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchasing entity's issue of municipal obligations (e.g. state revolving fund or bond bank] and the Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of Purchaser's property will remain at all times within its control). The Investor Letter will specify that the Purchaser acknowledges that: (a) no official statement is being prepared; (b) it has undertaken an independent review of the credit and been provided with all information

	necessary to Purchase the Bonds; (c) it intends to hold the Bonds until maturity and does not intend to resell the Bonds; and (d) it will seek consent from the Borrower prior to selling or disposing of the Bonds See bid form for a location to certify to the above. Or, if you will not be returning the bid form and instead will provide your proposal in some other written form you must include the above paragraph in your proposal, or something materially the same as the above, or CUSIP number must be assigned to the bond.
Other Covenants	None, unless specified clearly and specifically in comments you may add to the Bid Form or Offer Letter.
Confidentiality	SEC Rule 15(c)2-12. The Purchaser acknowledges that SEC Rule 15(c)2-12 includes a requirement that the incurrence of a financial obligation (not otherwise required to be reported to EMMA) is now required to be reported to EMMA, including details regarding the obligation, the covenants, events of defaults, remedies, rights and other terms. Purchaser acknowledges that this obligation cannot be ignored by virtue of any request for confidential treatment by the Purchaser, and as such, all documents under this transaction will not be treated as confidential for purpose of disclosure to third parties.
Registrar & Paying Agent	TBD
Legal Opinion	Dorsey & Whitney LLP, Des Moines, IA
Municipal Advisor	Speer Financial Inc., Chicago, IL and Waterloo, IA
Placement Agent	Piper Jaffray & Co., Minneapolis, MN and Des Moines, IA
Issuer Audits:	https://auditor.iowa.gov/audit-reports
Bond holders' Risks	The Bonds are secured by the net operating income of the Issuer's municipal wastewater utility. Income from the operations of this utility can change from year to year, due to actions beyond the control of the Issuer, which variation can be meaningful. The Bonds will have limited liquidity. The Bonds are not expected to trade due to the lack of an official statement and the restrictions under the Bond Purchase Agreement.
Source of Security	The Bonds are secured by a first-lien on the net operating income of the City's municipal wastewater utility, issued on a parity-lien basis with the City's outstanding bonds dated 06/18/13 and 08/13/15.
Additional Debt Covenant	No bonds with a lien senior to this issue exist. No subordinate lien bonds exist. No bonds with a lien senior to this issue may be issued. No additional parity lien obligations secured by the Tax (see "Source of Security" herein) may be issued without coverage, as certified by an independent FA or CPA, of 1.10x.
Reserve Fund	The Issuer prefers to not fund a reserve fund. However, if required, the Reserve Fund secures the Bonds and does not secure or cross-collateralize any other series of future bonds, if any. Additional Bonds may be authorized with or without a reserve fund at the option of the Issuer and the terms and conditions of the purchase of such Additional Bonds. The

	Reserve Fund, if required, would only secure the Bonds.
Other Covenants	None, unless specified clearly and specifically in comments you may add to the Bid Form or Offer Letter.

Rate-Setting authority

Under the Statute, the Mayor and Council have the authority to set rates and charges sufficient in amount to operate the System, pay debt service and capital acquisition expenses, and retire debt. In the Resolution, the City will covenant as to the Sufficiency of Rates necessary to operate the system, pay debt service and provide not less than 110% coverage on the Bonds.

Exhibit A – Financing Information

Table 1: Estimated Payment Schedule (1)(2)

Date	Combined Principal Payments	Interest	Annual Debt Service
6/1/19			
12/1/19			
6/1/20	495,000	39,271	534,271
12/1/20		44,606	
6/1/21	500,000	44,606	589,213
12/1/21		39,731	
6/1/22	510,000	39,731	589,463
12/1/22		34,759	
6/1/23	520,000	34,759	589,518
12/1/23		29,689	
6/1/24	530,000	29,689	589,378
12/1/24		24,521	
6/1/25	545,000	24,521	594,043
12/1/25		19,208	
6/1/26	555,000	19,208	593,415
12/1/26		13,796	
6/1/27	565,000	13,796	592,593
12/1/27		8,288	
6/1/28	420,000	8,288	436,575
12/1/28		4,193	
6/1/29	430,000	4,193	438,385
Totals:	5,070,000	476,851	5,546,851

(1) The Average maturity based on the preliminary debt structure is 4.82 years
(2) Preliminary, subject to change

Table 2: Estimated Sources of Fund

	Total
Bond Proceeds:	5,070,000
Prior Debt Reserve Fund	0
Total Sources of Funds:	5,070,000

Table 3: Estimated Uses of Fund

	Total
Total Call of Prior bonds	4,995,889
Total Bond Issuance Costs	71,110
Rounding	3,001
Total Uses of Funds:	5,070,000

Exhibit B: General Demographic information

{information to be taken from 2019 GO & Refunding Bond -- Preliminary Official Statement}

Table 1: Population

2010 Census:

Table 2: Top Taxpayers (Property Taxes)

Table 3: Recent History of Assessed Valuation Within Issuers Boundaries

Table 4: Recent History of Issuer's Property Tax Collection[1]

[1] The Bonds are not paid from any form of property taxation, are not general obligations and do not constitute an obligation where the Issuer's "full faith and credit" is pledged to the Bonds.

Table 5: Overlapping & Underlying Direct Debt of Municipalities Within Issuers Geographic Footprint

Exhibit C– Issuer's municipal Wastewater Utility Financial Information

Table 1: Revenues & Expenses

	2018	2017	2016	2015	2014	2013
Revenues:						
Sewer Rental	$ 7,738,899	$ 7,370,973	$ 6,341,560	$ 5,875,990	$ 5,611,519	$ 4,860,499
Interest Income	160,716	62,404	30,154	24,526	36,356	32,361
Grants	-	-	-	-	39669	39669
Miscellaneous	118,298	119,147	221,791	190,654	218,797	218,797
Total revenues	8,017,913	7,552,524	6,593,505	6,091,170	5,906,341	5,151,326
Expenses:						
Costs of Service	3,000,387	3,543,159	3,217,648	2,678,407	2,994,802	2,800,306
Depreciation	1,583,463	1,470,579	1,487,116	1,283,352	1,269,460	1,182,359
Debt Service	2,443,191	2,426,016	2,492,501	1,502,938	1,252,956	1,131,139
Total expenses	7,027,041	7,439,754	7,197,265	5,464,697	5,517,218	5,113,804
Net Income (Loss)	$ 990,872	$ 112,770	$ (603,760)	$ 626,473	$ 389,123	$ 37,522

Source: Issuer's 2018 Audited Financial Statements

Table 2: Estimated Cash Balances

Description	2018	2017	2016	2015	2014	2013
Operating Fund	512,967	483,707	461,318	422,110	453,561	385,967
Sinking Fund	177,299	180,225	181,757	130,261	80,048	64,281
Improvement Fund	0	0	0	0	0	0
Reserve Fund	0	0	0	0	0	0
Capital Replace / Undesignated	10,168,896	8,989,840	7,524,613	6,571,338	3,670,004	5,051,066
Total Fund Balances	10,859,162	9,653,772	8,167,688	7,123,709	4,203,613	5,501,314

Source: Issuer

Table 3: Estimated Debt Service Coverage

	2018	2017	2016	2015	2014	2013
Net Income (Loss)	$ 990,872	$ 112,770	$ (603,760)	$ 626,473	$ 389,123	$ 37,522
Add depreciation	1,583,463	1,470,579	1,487,116	1,283,352	1,269,460	1,182,359
Add debt retirement	2,443,191	2,426,016	2,492,501	1,502,938	1,252,956	1,131,139
Net income available for debt service	$ 5,017,526	$ 4,009,365	$ 3,375,857	$ 3,412,763	$ 2,911,539	$ 2,351,020
Historic debt service	$ 2,443,191	$ 2,426,016	$ 2,492,501	$ 1,502,938	$ 1,252,956	$ 1,131,139
Historic coverage	2.05	1.65	1.35	2.32	2.32	2.08
Projected max future debt	$ 2,430,980	$ 2,430,980	$ 2,430,980	$ 1,343,085	$ 1,343,085	$ 1,085,594
Projected coverage	2.06	1.65	1.39	2.16	2.17	2.17

Source: Issuer's 2018 Audited Financial Statements

Table 4: Outstanding Debt (Principal and Interest)

Fiscal Year	5/8/12	6/18/13	6/26/14	8/13/15	1/8/20	Total Principal	Total Interest	Total P&I
2020		247,000		365,000	495,000	1,107,000	283,012	1,390,012
2021		253,000		375,000	500,000	1,128,000	247,412	1,375,412
2022		258,000		385,000	510,000	1,153,000	222,266	1,375,266
2023		264,000		395,000	520,000	1,179,000	196,541	1,375,541
2024		269,000		406,000	530,000	1,205,000	170,227	1,375,227
2025		275,000		417,000	545,000	1,237,000	143,317	1,380,317
2026		281,000		428,000	555,000	1,264,000	115,693	1,379,693
2027		287,000		440,000	565,000	1,292,000	87,453	1,379,453
2028		292,000		451,000	420,000	1,163,000	58,580	1,221,580
2029				464,000	430,000	894,000	33,671	927,671
2030				476,000		476,000	12,804	488,804
Totals:	0	2,426,000	0	4,602,000	5,070,000	12,098,000	1,570,977	13,668,977

(1) Estimated New Payment Schedule (see Exhibit A – Table 1)
(2) Revenue Available for Debt Service for Fiscal Year Ending June 30, 2018_ (See Exhibit B - Table 3)

Table 5: Top Users – Fiscal Year Ending June 30, 2018

Name of User	Monthly 2018 Usage	Monthly Total paid	Annual Usage	Annual Total Paid
JBS Swift & Co.	64,596,933	210,538	775,163,196	2,526,456
IA Veterans Home	1,891,256	7,463	22,695,072	89,556
Unity Point Health	1,036,790	4,101	12,441,480	49,212
Emerson Processing/Fisher Controls	881,830	3,492	10,581,960	41,904
Marshalltown Community School District	723,191	2,868	8,678,292	34,416
Central Iowa Truckwash LLC	602,265	2,392	7,227,180	28,704
Rainbow Carwash I & II	568,044	2,257	6,816,528	27,084
Sunset Village Mobile Home Park	566,735	2,252	6,800,820	27,024
Packaging Corporation	447,473	1,901	5,369,676	22,812
Super Shine Inc.	261,738	1,052	3,140,856	12,624
Totals	71,576,255	238,316	858,915,060	2,859,792
Top 10 as a % of rental income:				36.953%

* Total Rental Fee at $7,738,899 from 2018 Audit

Table 6: Number of Accounts

Fiscal Year	Residential	Multi Family	Commercial	Industrial	Total	Change
2018	8,751	396	964	52	10,163	4
2017	8,730	389	988	52	10,159	350
2016	8,525	394	840	50	9,809	32
2015	8,505	398	823	51	9,777	37
2014	8,469	397	824	50	9,740	331
2013	8,228	405	737	39	9,409	4
2012	8,216	406	743	40	9,405	-42
2011	8,251	406	749	41	9,447	14
2010	8,247	421	732	33	9,433	36
2009	8,206	412	735	44	9,397	

Official Bid Form (Page 1)

To: Governing body of City of Marshalltown, Iowa (the "Issuer")

Re: $5,070,000* Sewer Revenue Refunding Bonds, Series 2020 (the "Bonds") For all or none of the above Bonds, in accordance with the Terms of Offering, we will pay you $5,070,000* (100% of par amount) and accrued interest, if any, to date of delivery for Bonds bearing interest rates and maturing on June 1st in each of the stated years as follows:

Coupon	Due June 1st	Coupon	Due June 1st
____________	2020	____________	2025
____________	2021	____________	2026
____________	2022	____________	2027
____________	2023	____________	2028
____________	2024	____________	2029

We elect to have the Bonds issued as one term Bond**: ______YES ______NO

We will designate the next available call date to be: ____
(an example would be: "Callable 6/1/2023 at Par" or "Callable Anytime with 30-days' Notice")

We [___WILL] [___WILL NOT] require the establishment of a Debt Service Reserve Fund, funded to a level meeting all tax code requirements. We understand that if we do require such a reserve fund this will add meaningful levels of ongoing administrative expenses to the District and will reduce upfront proceeds available for the project which will also be factored into determining an overall winning proposal. The District prefers that no DSRF be required.

We [___WILL] [___WILL NOT] require the assignment of CUSIP numbers to the Bonds. Even if CUSIP numbers are assigned, the Bonds will be physically registered and delivered to the purchaser.

Confirm this statement: [______YES] The Purchaser is a bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities;[or Purchaser is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchasing entity's issue of municipal obligations (e.g. state revolving fund or bond bank] and the Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of Purchaser's property will remain at all times within its control). **IF YOU CANNOT CONFIRM THIS STATEMENT CUSIP NUMBERS MUST BE ASSIGNED**.

SEC Rule 15(c)2-12. The Purchaser acknowledges that SEC Rule 15(c)2-12 includes a requirement that the incurrence of a financial obligation (not otherwise required to be reported to EMMA) is now required to be reported to EMMA, including details regarding the obligation, and any material terms including covenants, events of defaults, remedies, rights and other financial terms. Purchaser acknowledges that it will not require the issuer to agree to treat as confidential the material terms of the financial obligation. Certain purchaser information, including contact information account numbers or other personally identifiable information may be excluded from disclosure to EMMA.

*The total principal amount is subject to change based upon actual project costs and costs of issuance known on the bid date. By presenting this bid we are accepting any changes that are necessary to the final debt service schedule once all final dates and costs are known. Changes, if any, will be reasonable and will be circulated promptly once a bid has been accepted.

**If we choose to have the Bonds issued as one term Bond (with only one CUSIP number; but still following the annual principal repayment structure with a mandatory sinking fund) we understand that only ONE flat interest rate can be assigned to all maturities.

Official Bid Form (Page 2)

The Bonds will be physically registered and delivered to the purchaser. This bid is for prompt acceptance and for delivery of said Bonds to us in compliance with the Terms of Offering, which is made a part of this proposal by reference.

Bidding Institution Name & City	Taxpayer ID of Institution	Authorized Signature of Bidder
E-mail Address of Bidder	Phone Number	Written Name & Title

The foregoing offer is hereby accepted by and on behalf of the Governing Body of the Issuer, State of Iowa, this 9th day of December, 2019.

Mayor	City Clerk

Appendix A - Form of Investor Letter

January 8, 2020 {date of closing}

City of Marshalltown
24 N Center St
Marshalltown, IA 50158

Piper Jaffray & Co
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312

Re: $5,070,000 Sewer Revenue Refunding Bonds, Series 2020 (the "Bonds")

Ladies and Gentlemen:

The undersigned, [name of investor] (the "Purchaser") hereby represents and warrants to you as follows:

1. The Purchaser has purchased on the date hereof at the price of par, with no accrued interest, $______________ in par amount of the above-referenced bonds (the "Bonds") issued pursuant to the authorizing resolution dated December 30, 2019 (the "Resolution"), between the Issuer and the Purchaser.
2. The Purchaser is a bank (1), any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; or a municipal entity with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchaser's issue of municipal obligations (e.g., state revolving fund or bond bank).
3. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable the Purchaser to evaluate the Bonds, the credit of the borrower, the collateral and the bond terms and that the Purchaser will make its own independent credit analysis and decision to purchase the Bonds based on independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on Piper Jaffray & Co. or its affiliates, its directors, officers, employees, attorneys or agents.
4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bonds.
5. The Purchaser acknowledges that no official statement has been prepared for the Bonds, and that the Issuer of the Bonds will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Bonds. The Purchaser has been offered copies of or full access to all documents relating to the Bonds and all records, reports, financial statements and other information concerning the Issuer and pertinent to the source of payment for the Bonds as deemed material by the Purchaser, which the Purchaser as a reasonable investor, has requested and to which the Purchaser, as a reasonable investor, would attach significance in making an investment decision.
6. The Purchaser confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.
7. The Purchaser states that: (a) it is a bank, savings and loan association, insurance company, or registered investment company; or an investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or any other entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least $50 million; and, (b) it is capable of evaluating investment risks and market value independently, both in general and with regard to transactions and investment strategies in municipal securities; (c) it is exercising independent judgment in evaluating: (i) the recommendation of the Placement Agent, if any, or its associated persons; and (ii) the quality of execution of the Purchaser's transactions by the Placement Agent; and (d) the Purchaser has timely access to material information that is available publicly through established industry sources as defined in Municipal Securities Rulemaking Board (MSRB) Rule G-47;

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1 A) a banking institution organized under the laws of the United States or a Federal savings association, as defined in section 2(5) of the Home Owners' Loan Act [12 USCS § 1462(5)], (B) a member bank of the Federal Reserve System, (C) any other banking institution or savings association, as defined in section 2(4) of the Home Owners' Loan Act [12 USCS § 1462(4)], whether incorporated or not, doing business under the laws of any State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency pursuant to the first section of Public Law 87-722 (12 U.S.C. 92a), and which is supervised and examined by State or Federal authority having supervision over banks or savings associations, and which is not operated for the purpose of evading the provisions of this title, and (D) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (A), (B), or (C) of this paragraph." 15 U.S.C.S. § 78c(a)(6).

8. The Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof. Purchaser will not seek to dispose, sell, subdivide or fractionalize the Bond without consent of the Issuer, whose consent shall not be unreasonably withheld. Purchaser shall control disposition of Purchaser's property at all times.
9. The Purchaser understands that the Bonds (i) have not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) have not been registered or qualified under any state securities or "Blue Sky" laws, and that the [Resolution/Trust Indenture] has not been qualified under the Trust Indenture Act of 1939, as amended.
10. The Purchaser acknowledges that in connection with the offering of the Bonds: (i) Piper Jaffray & Co. as Placement Agent has acted at arm's length, is not an agent or financial advisor of, and owes no fiduciary duties to the Purchaser or any other person irrespective of whether the Placement Agent has advised or is advising the Purchaser on other matters, and (ii) the Purchaser represents it has had the opportunity to consult with its own legal counsel and to negotiate this Certificate prior to execution. The Purchaser waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the Bonds.
11. The Purchaser understands that the Issuer and Piper Jaffray & Co, and their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.
12. The signatory of this Certificate is a duly authorized officer of the Purchaser with the authority to sign this Certificate on behalf of the Purchaser, and this Certificate has been duly authorized, executed and delivered.

Very truly yours,

____
By:
Name:
Title:

The attached document is being sent to you as a prospective lender or purchaser in connection with a private placement where Piper Jaffray & Co. or its affiliate is serving as a placement agent. The information contained in the attached document has been prepared by the borrower on a confidential basis and solely for use in connection with the proposed transaction. Piper Jaffray & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the transaction, the credit of the borrower and any obligor, the collateral and the transaction terms. Neither Piper Jaffray & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to the attached document, you as prospective lender or purchaser will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of purchasing an interest in the prospective transaction. You as prospective lender or purchaser agree to make a complete examination of all transaction documents and approve of the form and content of the same prior to your funding and you agree that Piper Jaffray & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the transaction documents or any specific transaction terms and shall not have any duty to inspect the collateral or the books and records of borrower or any obligor.

By accepting this package and considering becoming a prospective lender or purchaser, you hereby represent that you have the sophistication and knowledge required to evaluate the transaction, the credit of the borrower and any obligor, the collateral and the transaction terms, and that you will make your own independent credit analysis and decision to purchase your interest in the transaction based upon your own independent examination and evaluation of the transaction and the information you have deemed appropriate, without reliance on Piper Jaffray & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

Piper Jaffray & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied , as to the business wisdom or propriety of purchasing an interest in the transaction, compliance with any lending or regulatory requirements, the credit worthiness of the borrowers or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any transaction, or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any transaction document relative thereto. Piper Jaffray & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the transaction documents.

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN FABRICATORS
AN INCREASE OF $1,901.43

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

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 $831,336.15 hereby accepted and approved.

Passed this 11th day of November 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

CO #		Change Order Date	Change #	Change Order 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	
4	CR 045 - Corrado Backcharges	30-May	4	$ 32,277.00	
5	CCD-029 Additional Steel Work - Deduct for Labor already paid on CR (	7/25/2019	5	$ (1,846.63)	
5	CR-085 True-up of Contracts for BP Contractors	7/25/2019	5	$ (14,526.48)	
6	CR 096 - Corrado Backcharges #2	10/15/2019	6	$ 5,355.00	
6	CR 097 True-up of Contracts for Bid Package Contractors	10/15/2019	6	$ (1,760.00)	
	Net change by Fully Executed Change Orders				$ 33,934.72
	Contract Sum to Date based upon Fully Executed Change Orders				**$ 829,434.72**
	Pending Changes				
7	CCD-055 Added Brick Lintel & HSS Beam			$ 1,901.43	
	New Contract Sum				**$ 831,336.15**

STORY CONSTRUCTION

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-055

Date: October 28, 2019

To: BP 05-1 Central Western Fabricators, Todd Killion

Subject: Added Brick Lintel and HSS Beam

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

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

DESCRIPTION:

- Contractor shall provide 18' of Brick Support Bent Plate and HSS beam at Police Wing Break Room.

Contractor: BP 05-1 Central Western Fabricators
Cost Total: $1,901.43

Issued by Story Construction Co.

Jace Christensen 10/28/19
Jace Christensen
Project Engineer

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Rebecca Lensch

* WORK COMPLETED PREVIOUSLY. Documentation ONLY.

CENTRAL WESTERN FABRICATORS, INC.-REQUEST FOR PROPOSAL

Marshalltown Police & Fire HQ
Marshalltown, IA

COR 04
SENT 5/2/2019

Add 18' of Brick Support Bent PL at Police Wing

MATERIAL			
Deduction of Original			$ -
Addition of New		322 lbs	$ 261.00
SHOP LABOR			
Deduction of Original			$ -
Addition of New		3 hrs	$ 105.00
SHOP/COORDINATION DRAWINGS		1 hrs	$ 55.00
FREIGHT			
Deduction of Original			$ -
Addition of New			$ 700.00
PAINT/GALVANIZING			
Deduction of Original			$ -
Addition of New			$ 500.00
SUB TOTAL			$ 1,621.00
PROFIT/ADMINISTRATION	15.00%		$ 243.15
ERECTION (Outsource)			
Labor			$ -
Equipment			$ -
Sub Total			$ -
Profit/Administration	15.00%		$ -
Sub Total			$ -
CWF Mark-Up	5.00%		$ -
SUBTOTAL			$ 1,864.15
BOND		2.00%	$ 37.28
GRAND TOTAL-ADD (DEDUCT)			**$ 1,901.43**

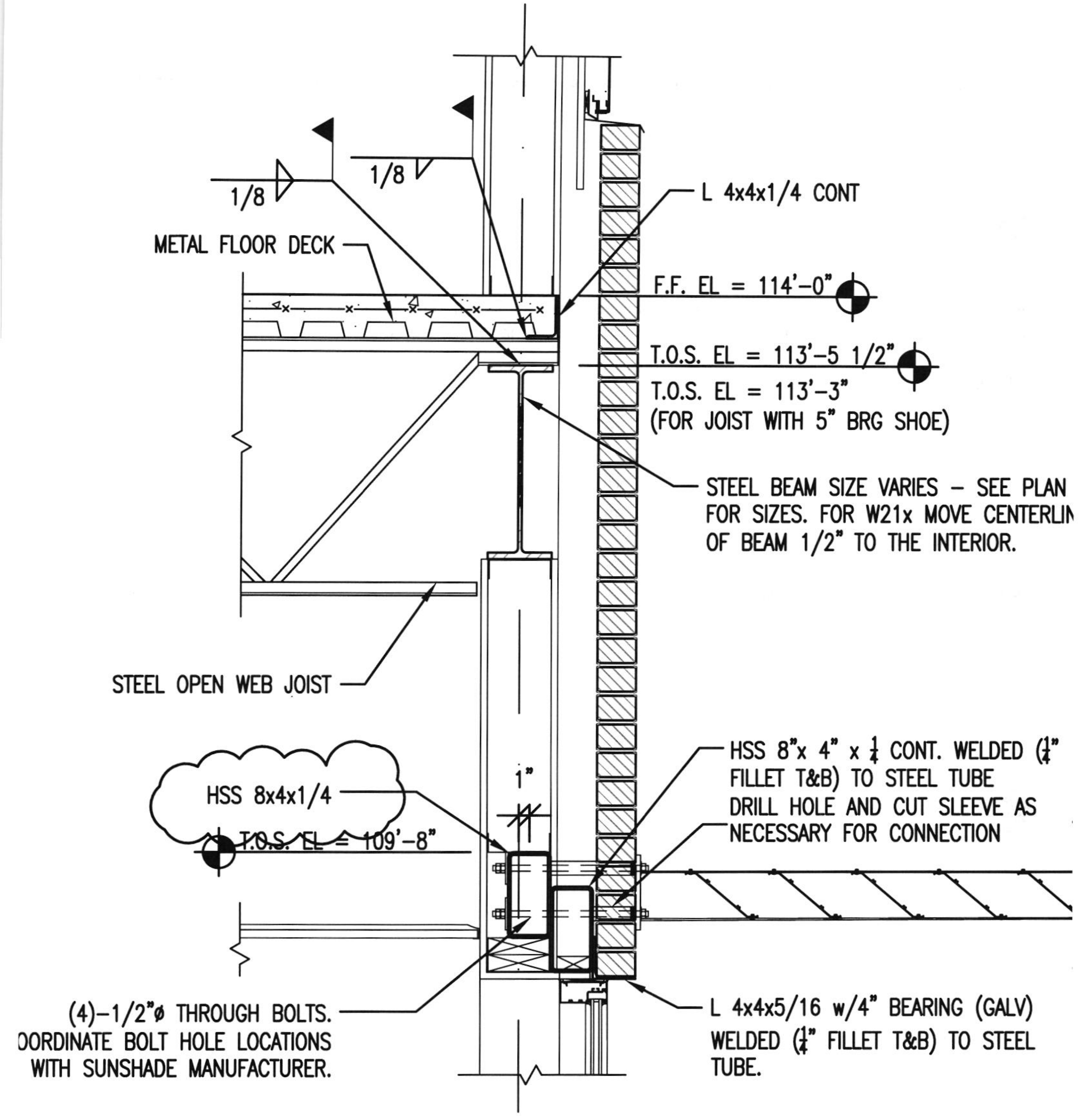
REMARKS:
Galvanize charge is minimum on all orders & freight is for galvanizing & delivery

APPROVER INFORMATION:

COMPANY ______________________ DATE ______________

NAME ______________________

(The work described above will not be performed until this form is signed and returned to CWF)



SUNSCREEN SUPPORT AT BRICK WALL SECTION

SCALE: 3/4" = 1'–0"

17A

S2.6

Jace Christensen

From:	Bill H <bhuey@prochaska.us>
Sent:	Friday, January 25, 2019 7:49 AM
To:	Ethan Dix
Cc:	Jace Christensen
Subject:	FW: Marshaltown building section 17A
Attachments:	Details17A ON S3.6.pdf

Please take a look at this. I think everyone originally assumed the situation to be a loose angle lintel. In realizing the actual length or width of the opening, the support for the angle had to be beefed up.

Bill Huey, RA
P R O C H A S K A & A S S O C I A T E S
planning | architecture | engineering | interiors | facility management

11317 chicago circle | omaha, ne 68154.2633 | phone 402.334.0755

From: Bern Hottovy
Sent: Friday, January 25, 2019 7:39 AM
To: Bill H <bhuey@prochaska.us>
Subject: Marshaltown building section 17A

Attached is the section requested.

Bernard Hottovy PE, Architect
P R O C H A S K A & A S S O C I A T E S
planning | architecture | engineering | interiors | facility management
11317 chicago circle | omaha, ne 68154.2633 | phone 402.334.0755

Contract Change Quote

720 Liberty Way
North Liberty, IA 52317
Phone: 319-626-3880 Fax: 319-432-7266

Ref Number: ASI-1545-006

Customer: Attn: Jace
Blackhawk Roofing
619 E 19th St
Cedar Falls , IA 50613

Date: 10/28/2019
Revision: -
ASI Contact: David

Job Number: 1545 Marshalltown Police and Fire Station Headquarters

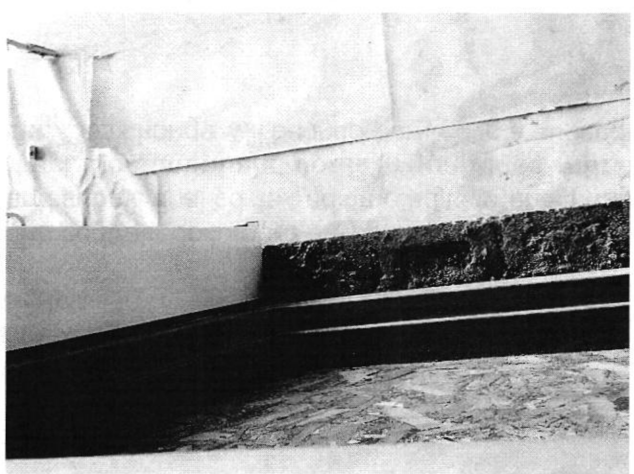
Customer Job Number:

Change Description:

Lobby sills: Qtu: 6; Clad brick ledger with 24 ga Bone White metal

- Material to be shop fabricated
- Material to be adhered in place with caulk

Labor: 36 x $65 = $2,340
Material: $250



Total dollar amount: $2,590

Blackhawk Roofing OH&P 5%: $129.50

TOTAL CHANGE AMOUNT: $2,719.50

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-056

Date: November 4, 2019

To: BP 07-1 Blackhawk Roofing & ASI Sheet Metal, Michael Kelly, David Leblanc

Subject: Training Room Window Sills

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

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

DESCRIPTION:

- Contractor shall provide and install white sheet metal trims at sill of training room windows on the lobby side to cover the top of the CMU wall. Color to match ACM panels adjacent.

Contractor: BP 07-1 Blackhawk Roofing
Cost Total: $2,719.50

Issued by Story Construction Co.

Jace Christensen
Project Engineer
11/4/19

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Rebecca Lensch

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION
AN INCREASE OF $16,169.56

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 $1,410,263.41 is hereby accepted and approved.

Passed this 11th day of November 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. 06-1 General					
Garling Construction					
CO #		**Change Order Date**	**Change #**	**Change Order Amount**	**Contract Amount**
	Original Contract Sum				$ **1,197,000.00**
1	CR-004 - Exterior Signage	2/13/2018	1	$ 7,152.00	
1	CR-009 - Toilet Room Floor Tile	2/13/2018	1	$ (100.00)	
1	CR-014 - ASI #1 Wood Door Type and Stain Modifications	2/13/2018	1	$ 4,211.00	
2	CR-005R -PR #004 Evidence Processing Modifications	3/9/2018	2	$ 9,879.00	
2	CR-013 PR #017 2nd Floor Doors to Roof	3/9/2018	2	$ 830.00	
3	CR-022 FD Range Hood Change	4/26/2018	3	$ 6,441.00	
3	CR-028 Countertop & Millwork Modifications	4/26/2018	3	$ 1,792.00	
4	CR 030 - ASI #014	6/14/2018	4	$ 723.00	
4	CR 031 - PR #23 Lobby Modifications	6/14/2018	4	$ 740.00	
5	CR 017R -PR #018R Dispatch Dept Changes	7/24/2018	5	$ 1,234.00	
5	CR 026 - PR #019R Communication & Technology Enhancements	7/24/2018	5	$ 151.00	
5	CR 036 - PR #030 HM Frame P220 Mods	7/24/2018	5	$ 1,536.00	
6	CCD 009 New Frame for Door Opening C106A	9/18/2018	6	$ 270.00	
6	CR 038 - PR #032 – Door Hwd. & Keying Mods	9/18/2018	6	$ 2,325.00	
7	CR 040 - PR #036 Storage Room F134	10/9/2018	7	$ 2,406.82	
8	CR 048 RFI 102 Storm Shutter Wiring	11/28/2018	8	$ 703.80	
8	CCD 014 Police Wing Standalone Fire Suppression System	11/28/2018	8	$ 4,048.02	
8	CR 055R PR #040R Additional Interior Signage	11/28/2018	8	$ 3,207.65	
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	
11	CR 045 - Corrado Backcharges	5/30/2019	11	$ 13,779.05	
11	CR 074 - P117 Evidence Tech Card Reader Access	5/30/2019	11	$ 5,562.72	
11	CR 094 - Schedule Delay Claim	5/30/2019	11	$ 90,259.41	
11	CCD 006 - Window Blocking	5/30/2019	11	$ 1,062.74	
11	CCD 027 - Holding Cell Raised Bed Concrete Burnishing	5/30/2019	11	$ 793.61	
11	CCD 033 - 9/11 Monument Granite Top Design Changes	5/30/2019	11	$ 2,925.46	
12	CR 091 - Misc. Garling Field Work Orders	7/25/2019	12	$ 4,136.90	
12	CR-085 True-up of Contracts for BP Contractors	7/25/2019	12	$ 10,775.01	
13	CCD 040 Lobby Display Case Modification	8/28/2019	13	$ 905.56	
13	CCD 041 App Bay Overhead Door Eye Adjustment	8/28/2019	13	$ 1,138.47	
13	CCD 042 Fire Wing Kitchen Range Stainless Steel Apron	8/28/2019	13	$ 721.40	
14	CCD 050 Punch List Items Deduct	10/15/2019	14	$ (3,077.10)	
14	CCD 051 Toilet Accessories Deduct	10/15/2019	14	$ (336.00)	
14	CCD 052 Repairs to Damaged Materials	10/15/2019	14	$ 5,943.00	
14	CR 096 - Corrado Backcharges #2	10/15/2019	14	$ 307.92	
14	CR 097 True-up of Contracts for Bid Package Contractors	10/15/2019	14	$ (879.68)	
	Net change by Fully Executed Change Orders				$ 197,093.85
	Contract Sum to Date based upon Fully Executed Change Orders				$ **1,394,093.85**
	Pending Changes				
	CRS 104 -Delay Claims & Backcharge Adjustment			$ 16,169.56	
	New Contract Sum				$ **1,410,263.41**

STORY CONSTRUCTION

Change Request Summary

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

CHANGE REQUEST NO.: **CR-104**

DATE: October 31, 2019

SUBJECT: Garling Delay Claims & Backcharge Adjustment

PROPOSED CHANGE DESCRIPTION:

Garling COR #066 - Delay claim for June	$ 3,378.24
Garling COR #072 - Delay claim for July	$ 4,375.29
Garling COR #081 - Delay claim for August	$ 6,269.69
Backcharge Adjustment	$ 2,146.34
	$16,169.56

SUMMARY OF COST BREAKDOWN:

BP#	Bid Package Name	Contractor	Amount
06-1	General	Garling Construction	$16,169.56
Total			**$16,169.56**

Story Construction Co. Contractor	**Prochaska & Associates** Designer	**City of Marshalltown** Owner
[ ] Recommend Acceptance	[X] Recommend Acceptance	[ ] Accepted
[ ] Do Not Recommend Acceptance	[ ] Do Not Recommend Acceptance	[ ] Not Accepted
[ ] Other	[ ] Other	[ ] Other
By: Mike Watts	By: William R. Haey III	By:
Date: 11-4-19	Date: 11/05/19	Date:

cc: Field
File

GARLING
CONSTRUCTION, INC.

General Contractors

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

COR #. 066

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Monday, July 8, 2019

Project: Marshalltown Police & Fire

Change order to add general conditions (from June 01, 2019 through June 30,2019) cost due to project delays.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00072	Bond 2%	Other Expense			66.240	0.0000	$66.24
00072	Garling Labor	Labor Expense			2380.000	15.0000	$2,737.00
00072	Garling Administration	Labor Expense			500.000	15.0000	$575.00

PROPOSAL SUMMARY

Other Expense	$66.24
Labor Expense	$3,312.00
Net Costs	**$3,378.24**
Proposal Total	**$3,378.24**

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

Architect: x ______________________ **Date:** ____________

Owner: x ______________________ **Date:** ____________
CITY OF MARSHALLTOWN

Kendall Meyeraan

PM: x ______________________ **Date:** 07/08/2019
Kendall R Meyeraan, Project Manager

GARLING CONSTRUCTION INC
1120 11TH STREET

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

07/08/2019

Project: Marshalltown Police Department & Fire Station

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

Contract : 5450
Change Order: 066

Owner/GC CP:

Reference:

Section:

RE: Additional General Conditions Costs (Thus Far) Due to Project Delays

Requested By:

Respond By:

Scope of Work:

To add General Conditions (from June 01, 2019, through June 30, 2019) costs due to project delays:

Garling Construction Labor:	
Project Management (4 wks x 7 hrs./wk x $85.00/hr)	= $ 2,380.00
Supervision (0 wks x 0 hrs./wk x $75.00/hr)	= $ 0.00
Administration (1 months x $500.00/mo.)	= $ 500.00
Subtotal	= $ 2,880.00
Garling OH & P (15%)	= $ 432.00
Bond (2%)	= $ 66.24
Total	**= $ 3,378.24**

Signed:

GARLING CONSTRUCTION INC

By:
Date:

Signed:

By:
Date:

GARLING
CONSTRUCTION, INC.

General Contractors

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

COR #. 072

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Monday, August 12, 2019

Project: Marshalltown Police & Fire

Change order to add General Conditions (from July 01,2019 through July 31,2019) costs due to project delays.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00078	Garling Project Manager	Labor Expense		0.000	3230.000	0.0000	$3,714.50
00078	Garling Administration	Labor Expense		0.000	500.000	15.0000	$575.00
00078	Bond 2%	Other Expense		0.000	85.790	0.0000	$85.79

PROPOSAL SUMMARY

Labor Expense	$4,289.50
Other Expense	$85.79
Net Costs	**$4,375.29**
Proposal Total	**$4,375.29**

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

Architect: x ______________________ **Date:** ____________

Owner: x ______________________ **Date:** ____________
CITY OF MARSHALLTOWN

Kendall Meyeraan

PM: x ______________________ **Date:** 08/12/2019
Kendall Meyeraan, Project Manager

GARLING CONSTRUCTION INC
1120 11TH STREET

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

08/12/2019

Project: Marshalltown Police Department & Fire Station

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

Contract : 5450
Change Order: 072

Owner/GC CP:

Reference:

Section:

RE: Additional General Conditions Costs (Thus Far) Due to Project Delays

Requested By:

Respond By:

Scope of Work:

To add General Conditions (from July 01, 2019, through July 31, 2019) costs due to project delays:

Garling Construction Labor:	
Project Management (4 wks x 9.5 hrs./wk x $85.00/hr)	= $ 3,230.00
Supervision (0 wks x 0 hrs./wk x $75.00/hr)	= $ 0.00
Administration (1 months x $500.00/mo.)	= $ 500.00
Subtotal	= $ 3,730.00
Garling OH & P (15%)	= $ 559.50
Bond (2%)	= $ 85.79
Total	**= $ 4,375.29**

Signed:

GARLING CONSTRUCTION INC

By:
Date:

Signed:

By:
Date:

GARLING
CONSTRUCTION, INC.

General Contractors

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

COR #. 081

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Friday, September 13, 2019

Project: Marshalltown Police & Fire

Change order to add General Conditions (from August 01,2019 thru August 31,2019) costs due to project delays.

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00090	Bond	Other Expense		0.000	122.940	0.0000	$122.94
00090	Garling Project Manager	Labor Expense		0.000	4845.000	15.0000	$5,571.75
00090	Garling Administration	Labor Expense		0.000	500.000		$575.00

PROPOSAL SUMMARY

Other Expense	$122.94
Labor Expense	$6,146.75
Net Costs	**$6,269.69**
Proposal Total	**$6,269.69**

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

Architect: x ______________________ **Date:** ____________

Owner: x ______________________ **Date:** ____________
CITY OF MARSHALLTOWN

Kendall Meyeraan

PM: x ______________________ **Date:** 09/13/2019
Kendall Meyeraan, Project Manager

GARLING CONSTRUCTION INC
1120 11TH STREET

BELLE PLAINE, IA 52208
(319) 444-3409

Change Order Request

09/12/2019

Project: Marshalltown Police Department & Fire Station

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

Contract : 5450
Change Order: 081
Owner/GC CP:
Reference:
Section:

RE: Additional General Conditions Costs (Thus Far) Due to Project Delays

Requested By:

Respond By:

Scope of Work:
To add General Conditions (from August 01, 2019, through August 31, 2019) costs due to project delays:

Garling Construction Labor:	
Project Management (4 wks x 14.25 hrs./wk x $85.00/hr)	= $ 4,845.00
Supervision (0 wks x 0 hrs./wk x $75.00/hr)	= $ 0.00
Administration (1 months x $500.00/mo.)	= $ 500.00
Subtotal	= $ 5,345.00
Garling OH & P (15%)	= $ 801.75
Bond (2%)	= $ 122.94
Total	**= $ 6,269.69**

Signed:

Signed:

GARLING CONSTRUCTION INC

By:
Date:

By:
Date:

The original charges against Garling Construction totaled $4,292.68. Per discussion with Story Construction and Garling Construction on 10/31/19, the following amount was agreed upon as a suitable number for the backcharge ($2,146.34). The original changes will be fully processed and a credit to Garling will be proposed to the City of Marshalltown for review approval. Please see attached backup for the list of backcharges in this change.

Story Construction
11/4/19

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-051

Date: August 29, 2019

To: BP 06-1 Garling Construction, Kendall Meyerann

Subject: Garling Toilet Accessories Deduct

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

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

DESCRIPTION:

- The City of Marshalltown shall install toilet accessories that were not installed by Bid Package 06-1 Contractor, Garling Construction. Work was completed on 8/26/19 by the City of Marshalltown staff. See attached work order for hours and description of items remedied.

Contractor:
BP 6-1 Garling

Cost (Deduct to Garling)
6 hrs x $56/hr = $336

Total: $336 DEDUCT

Issued by Story Construction Co.

Jace Christensen 9/9/19

Jace Christensen
Project Engineer

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

STORY CONSTRUCTION CO.
Ames, Iowa

WORK ORDER

PROJECT: Marshalltown Police & Fire

WORK ORDER NO.: 1

DATE: 8/26/2019

Story Job No.:

Work Performed For:

Contact:

DESCRIPTION OF WORK:
Installation of toilet accessories not installed by Garling Construction. C108, C109, P214, P215, P159, P148

	Personnel	Cost Code	Reg. Hrs.	O.T. Hrs.
LABOR:	City Staff		6	

	Description	Hrs.
EQUIPMENT:		

	Description	Hrs.
SMALL TOOLS:		

	Description	Qty.
MATERIALS:		

REMARKS:

Verified by: Jace A. Christensen Digitally signed by Jace A. Christensen
DN: C=US,
E=jace.christensen@storycon.com,
OU=Story Construction, CN=Jace A. Christensen
Date: 2019.08.29 15:02:06-05'00'

Submitted by:

cc: Field / Office

1ST FLOOR

Lobby bathrooms need soap dispensers

Men's restroom needs soap dispenser

Women's locker room paper towel dispenser needs tighten to wall

Men's locker room needs soap dispensers

2ND FLOOR

[redacted]

Paper towel dispenser in Detectives

Men's bathroom needs soap dispenser

Women's bathroom needs soap dispenser

Administration needs soap dispenser and paper towel dispenser

STORY CONSTRUCTION

CONSTRUCTION CHANGE DIRECTIVE NO. CCD-050

Date: September 6, 2019

To: BP 06-1 Garling Construction, Kendall Meyerann

Subject: Garling Punch List Items Deduct

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

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

DESCRIPTION:

- Story Construction shall repair deficient doors, frames, and hardware as stated on Garling's punch list. Work was complete on 8/20, 8/21, 8/22, and 8/23. See attached work order for hours and description of items remedied.
- Story Construction shall repair and install Door C201 threshold, S-2D threshold, and swap the soap dispenser and hand sanitizer in Room P235. Work was complete on 9/5/19 and 9/6/19.

Contractor:
BP 6-1 Garling

Work was not completed on punch list. To remedy the items by the deadline, work to be completed by Story Construction. Cost is a deduct to Garling's contract.

Cost (Deduct to Garling)
34 hrs x $76.50/hr = $1,836
7 hrs x $49/hr = $343
Materials = $67.59
Fue l= $65.51

Total: $3,077.10 DEDUCT

Issued by Story Construction Co.

Jace Christensen
Project Engineer
9/6/19

Authorized by:

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter

01610 -
0100

Use Your BIG CARD 2% REBATE

MENARDS

MENARDS - MARSHALTWN
504 IOWA AVE WEST
MARSHALLTOWN, IA
50158

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/19/19

If you have questions regarding the charges on your receipt, please email us at:
MSHTfrontend@menards.com

Sale Transaction

ACETONE QT	
5613764	4.99
LIQUID NAILS FUZE IT	
5209865 2 @6.87	13.74
3/4" CORD GRIP CNNCTR	
3654118 2 @2.97	5.94
1-1/4" KNOCKOUT SEAL	
3651515	2.80
1" KNOCKOUT SEAL	
3651513	1.48
TAPCON3/16X2-1/4PHILLIPS	
2328009	7.28
10-24X1/2"FH STOVE BOLT	
2338330 2 @0.92	1.84
DUST PAN & BRUSH SET	
6484463	3.49
3PK HEAVY DUTY SCOUR PAD	
6489016	1.89
BRT GALV COMP PROF SPRAY	
5576063	5.98
TOTAL	49.43
TAX MARSHALL-IA 7%	3.46
TOTAL SALE	52.89
VISA CREDIT 8075	52.89

PO # 0
Auth Code:021393
Chip Inserted
a0000000031010
TC - 5b1ed31ff58345c0

TOTAL NUMBER OF ITEMS = 13

11401

01610-
0100

Use Your BIG CARD 2% REBATE

MENARDS

MENARDS MARSHALTWN
504 IOWA AVE WEST
MARSHALLTOWN, IA
50158

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/21/19

If you have questions regarding the charges on your receipt, please email us at:
MSHTfrontend@menards.com

Sale Transaction

LIQUID NAILS FUZE IT	
5209865 2 @6.87	13.74
TOTAL	13.74
TAX MARSHALL-IA 7%	0.96
TOTAL SALE	14.70
VISA CREDIT 8075	14.70

PO # 0
Auth Code:023887
Chip Inserted
a0000000031010
TC - d040746c69e48612

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Devon

20218 05 1219 08/23/19 01:11PM 3284

11407

~~0100~~ 0100

01711-0001

WELCOME
Kum & Go
214
111 Duff Ave
Ames IA
50010
515-233-4991
Term: JD192720890
Appr: 199446
Seq#: 041671

Unlead 8700	
PUMP No.	
GAL	22.2
PRICE/G	$2.94
TOTAL FUEL	$65.
TOTAL SALE	$65.

8/22/2019 4:52:04
Capture

WEX
XXXXXXXXXXXXXXX948
Swiped

Odometer : 95755
Vehicle# : 25400

08/22/2019 16:48:0

I agree to pay the above Total Amount according to Card Issuer Agreement.

STORY CONSTRUCTION CO.
Ames, Iowa

WORK ORDER

PROJECT: Marshalltown Police & Fire Station

WORK ORDER NO.:

DATE: 8/26/2019

Work Performed For:

Story Job No.: 17407

Contact:

DESCRIPTION OF WORK:
Story Construction completed items on Garling's punchlist. Adjust doors P102, F100, F140B, F145A,C216. fix threshold P141A, door bumper store run. Fix threshrold F145I, C201 deadbolt. Coordination of this work. Coordination of Garling's subcontractors Doors Inc, ADG.

	Personnel	Cost Code	Reg. Hrs.	O.T. Hrs.
LABOR:	Kenny Lendt (Superintendent)		24	
	Jace Christensen(Proj. Engineer)		7	

	Description	Hrs.
EQUIPMENT:	Pickup Fuel	

	Description	Hrs.
SMALL TOOLS:		

	Description	Qty.
MATERIALS:	screws, caulking	

REMARKS:
Work was complete on the following dates: 8/20/19, 8/21/19, 8/22/19, 8/23/19

Verified by:

Submitted by:

cc: Field / Office

STORY CONSTRUCTION CO.
Ames, Iowa

WORK ORDER

PROJECT: Marshalltown Police & Fire Station

WORK ORDER NO.: 2

DATE: 8/26/2019

Story Job No.: 17407

Work Performed For: Garling's Scope

Contact:

DESCRIPTION OF WORK:
Story Construction completed items on Garling's punchlist. on 9/5, a trip was made to Marshalltown to reinstall threshold C201 and to swap soap dispenser and hand sanitizer in P235. On 9/6, a trip was made to Des Moines to get a threshold and then to Marshalltown to install S-2D threshold.

LABOR:

Personnel	Cost Code	Reg. Hrs.	O.T. Hrs.
Kenny Lendt (Superintendent) 9/5		4	
Kenny Lendt (Supt) 9/6		6	

EQUIPMENT:

Description	Hrs.
Pickup Fuel	

SMALL TOOLS:

Description	Hrs.

MATERIALS:

Description	Qty.
screws, caulking	

REMARKS:
Work was complete on the following dates: 9/5 and 9/6

Verified by: ____________________ Submitted by: ____________________

cc: Field / Office

HEARTLAND FINISHES, INC.
1305 East Broadway Avenue • Des Moines, IA 50313 • ph: 515-244-8900 • fax: 515-244-8902

DATE: 7-18-19 FIELD WORK ORDER NO. ____

CHARGE TO: STORY

JOB NAME: MARSHALLTOWN P/F

WORK DESCRIPTION: RE-PAINT, Det. FRAMES for White (non-color matched) Caulking

LABOR

EMPLOYEE NAME	CRAFT	RATE	HOURS	AMOUNT
ROBERT DAVIS		$64.36	2	$128.72
JOHN LINK		$64.36	2	$128.72

MATERIAL

ITEM	QTY	PRICE	AMT	ITEM	QTY	PRICE	AMT

APPROVAL FOR CUSTOMER:	APPROVAL FOR HEARTLAND FINISHES:	
[signature]	[signature] Nic Merfeld	LABOR $275.44
		MAT'L
		TAX
DATE: 7/18/19	DATE: 8/21/19	O & P
		TOTAL $275.44

From CM Story Construction. 9/9/19

The rooms and frames in the detention area were painted prior to the HM frames receiving caulking to the CMU. Garling was aware of this and the direction was to color match the caulking or mix clear caulking with paint. Neither of these solutions was followed as white caulking was provided. The painters thus had to touch up the cut lines for the door frames in the detention area. The cost implications of this shall be charged to BP 06-1 Garling Construction.

HEARTLAND FINISHES, INC.

1305 East Broadway Avenue • Des Moines, IA 50313 • ph: 515-244-8900 • fax: 515-244-8902

DATE: 7-18-19 FIELD WORK ORDER NO. ______

CHARGE TO: STORY CONST.

JOB NAME: MARSHALLTOWN P/F

WORK DESCRIPTION: BONDO ~~&~~ 9 DOOR FRAMES & SAND

LABOR

EMPLOYEE NAME	CRAFT	RATE	HOURS	AMOUNT
STEVE HEBRON	Painter	$64.36	9	$579.24
JL 3 hrs 7/17				
JL 6 hrs 7/18				

MATERIAL

ITEM	QTY	PRICE	AMT	ITEM	QTY	PRICE	AMT
Bondo	1	25.00	$25.00				

APPROVAL FOR CUSTOMER:	APPROVAL FOR HEARTLAND FINISHES:	
[signature]	[signature] Nic Merfeld	LABOR $604.24
		MAT'L
		TAX
DATE: 7/18/19	DATE: 8/21/19	O & P
		TOTAL $604.24

From CM Story Construction. 9/9/19

There were about 9 door frames that needed repair with bondo filler from a result of the installation of the frames. Several doors were damaged or dimpled upon installation. Thus, bondo filler and sanding was required. Garling Construction was notified of this issue and failed to remedy the situation. To maintain schedule, Heartland Finishes was directed to complete this work. Thus, the cost implications from Heartland should be charged to BP 06-1 Garling Construction.

Jace Christensen

From: Jace Christensen
Sent: Wednesday, July 17, 2019 1:15 PM
To: Kendall Meyeraan
Cc: Mike Welter
Subject: Marshalltown P&F Door Frame Repairs

Kendall,

The painters are painting door frames this week. Quick was able to get to some doors, but not all. About 8 more doors need sanded, touched up, and ready for paint. The painters are going to do this repair work at Garling's expense. If you can provide manpower tomorrow for these doors, I will hold them off.

Thanks,

1934 · 2019
85
YEARS

Jace Christensen | Project Engineer
Story Construction
515.291.8234 | jace.christensen@storycon.com
2810 Wakefield Circle | Ames, Iowa 50010 | www.storycon.com

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 $2,719.50

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 $596,819.99 is hereby accepted and approved.

Passed this 11th day of November 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					
CO #		**Change Order Date**	**Change #**	**Change Order Amount**	**Contract Amount**
	Original Contract Sum				**$ 568,589.00**
1	CR 032 - PR #026 Booking Ext. East Wall	6/14/2018	1	$ 1,133.74	
2	CCD-010 - Bond Breaker at Parapet	9/18/2018	2	$ 3,163.65	
3	CR 045 - Corrado Backcharges	5/30/2019	3	$ 369.00	
4	CCD 031 Masonry Support & Rework	8/28/2019	4	$ 6,632.85	
4	CR 100 Black Hawk Roof Field Work Order	8/28/2019	4	$ 408.25	
4	CR 103 Caulking & Re-trim at Windows	8/28/2019	4	$ 4,310.00	
5	CCD 053 Hose Tower Flashing Installation	10/15/2019	5	$ 4,192.50	
5	CCD 031.1 Re-installation of PVC Roof after Brick Installation	10/15/2019	5	$ 5,301.50	
	Net change by Fully Executed Change Orders				$ 25,511.49
	Contract Sum to Date based upon Fully Executed Change Orders				**$ 594,100.49**
	Pending Changes				
	CCD-056 Training Room Window Sills			$ 2,719.50	
	New Contract Sum				**$ 596,819.99**

MARSHALLTOWN
IOWA

TO: Mayor, Members of City Council and City Administrator

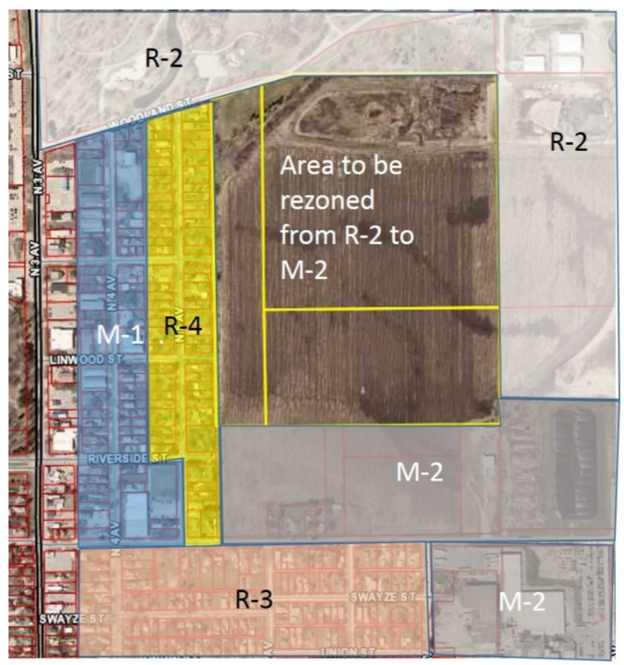
FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: November 11, 2019 – Meeting Date

Rezoning Request:
FROM: City of Marshalltown
SUBJECT: PIN 8418-26-229-015, 8418-25-151-001 & 8418-25-101-002 – Rezone from R-2 to M-2

Policy Issue: A rezoning is an amendment to the Zoning Map, which is part of the Zoning Ordinance. Rezoning requests go before the Plan Zoning Commission for a review and public hearing where a recommendation is made to the City Council. This item was tabled to add 2 additional weeks putting the public hearing on Nov. 25, 2019.

Recommendation: The Plan Zoning Commission met on Thursday, October 3, 2019 and held a public hearing to receive comments. The Commission recommended approval of the rezoning request to rezone the property included from R-2, Low Density Residential to M-2, Heavy Industry. The rezoning is in connection with the Edgewood Street extension and applications for funding.



The extension would not have any impact on Woodland Street or Riverview Park. The Commission discussed maintaining a buffer between the residential district to the West.

Background: The rezoning is in conformance with the City Comprehensive Plan for this area and consistent with the recently completed Highway 14 Corridor Study.

At the Council meeting on October 28th an Attorney spoke on behalf of a property owner on N 5th Avenue and stated that this proposal was not in conformance with the plan. That was a false statement. The following graphic shows the land use plan and the area in purple is noted as Heavy Industrial. The plan can be found online.
https://www.marshalltown-ia.gov/193/Comprehensive-Plan-2030

Budget Impact: None

Attachment: Rezoning application form and ordinance.

ORDINANCE NO. 14989

AN ORDINANCE APPROVING THE REZONING OF APPROXIMATELY 73.76 ACRES INCLUDING PARCELS 8418-26-229-015, 8418-25-151-001 AND 8418-25-101-002 FROM R-2 LOW DENSITY RESIDENTIAL TO M-2 HEAVY INDUSTRY

WHEREAS the City of Marshalltown currently owns the parcels 8418-26-229-015, 8418-25-151-001 and 8418-25-101-002 and is proposing the rezoning of approximately 73.76 acers, currently zoned R-2 Low Density Residential to be rezoned to M-2 Heavy Industry; and

WHEREAS the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on October 3, 2019, and recommended approval of the rezoning at said meeting; and

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

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

Section 1. Parcel 8418-26-229-015, 8418-25-151-001 and 8418-25-101-002, be rezoned to M-2 Heavy Industry.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 25th day of November 2019 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this ___ day of November 2019, and signed this _______day of November 2019.

CITY OF MARSHALLTOWN, IOWA

____

Joel T.S. Greer, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Date Submitted & Fee Paid: _________

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.marshalltown-ia.gov

All items listed must be submitted with this application:
Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

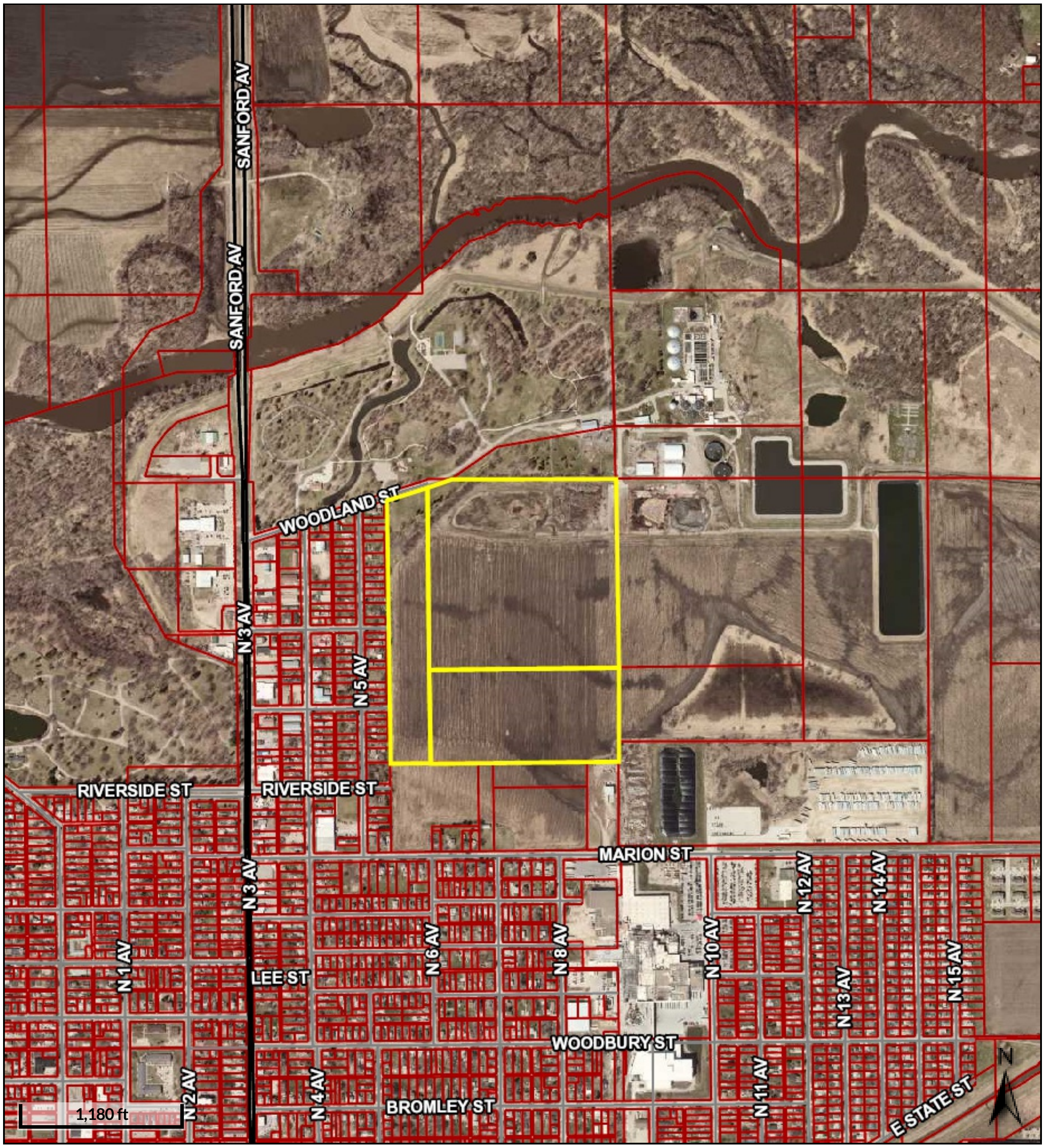
_____ **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

_____ **Application fee**. A $500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

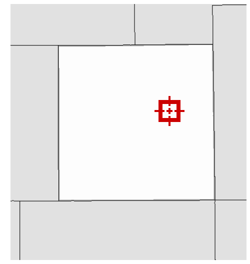
Please type or print legibly in ink.

Property Address: 8418-26-229-015, 8418-25-151-001 & 8418-25-101-002	
Owner: City of Marshalltown	
Mailing Address: 24 N. Center Street	
Phone: 641-754-5756	E-mail: mspohnheimer@marshalltown-ia.gov
Current Zoning Classification: R-2	
Current Use: Ag Land	
Proposed Zoning Classification: M-2	
Proposed Use: Commercial/Industrial Uses	
Please list the uses of surrounding properties: Mix of residential and industrial primarily. The Water Pollution Control Plant and Compost facility are to the North.	
Signature and Date: [signature] 09/10/19	

Beacon™ Marshall County, IA



Overview



Legend

- Parcels
- Corporate Limits
- Roads

Major Highways

- U.S. Hwy 30
- Hwy 330
- State Paved

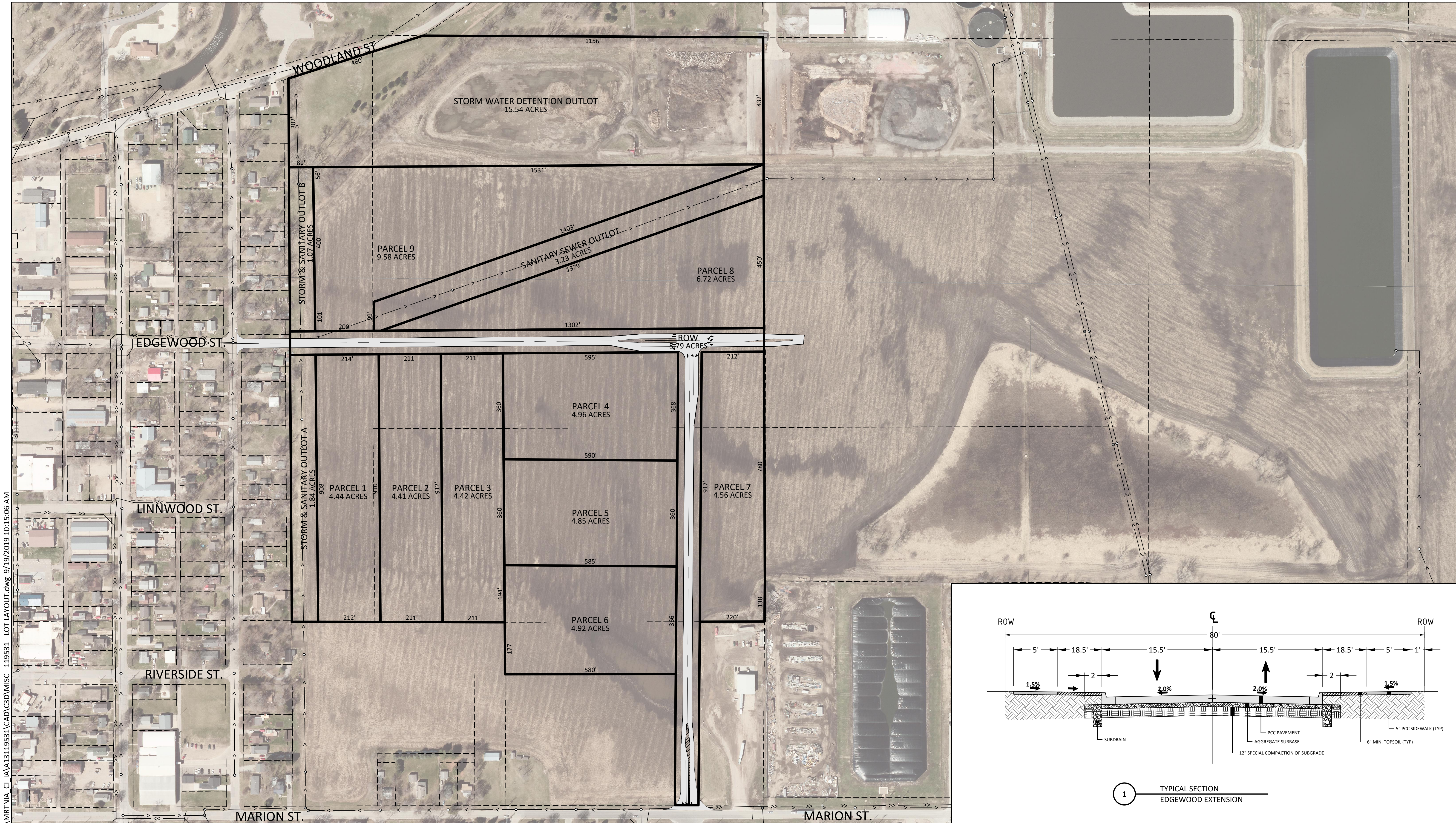
Date created: 9/10/2019
Last Data Uploaded: 9/10/2019 7:30:04 AM

Developed by Schneider GEOSPATIAL

PROPOSED LAYOUT

AUGUST 2019

BOLTON & MENK



H:\MRTNIA_CI_IA\A13119531\CAD\C3D\MISC - 119531 - LOT LAYOUT.dwg 9/19/2019 10:15:06 AM

MARSHALLTOWN
IOWA

TO: Mayor, Members of City Council and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: October 28, 2019 – Meeting Date

Rezoning Request - DISCUSSION:
FROM: City of Marshalltown
SUBJECT: PIN 8318-12-126-010 – Rezone from R-2A to R-2

Policy Issue: A rezoning is an amendment to the Zoning Map, which is part of the Zoning Ordinance. Rezoning requests go before the Plan Zoning Commission for a review and public hearing where a recommendation is made to the City Council.

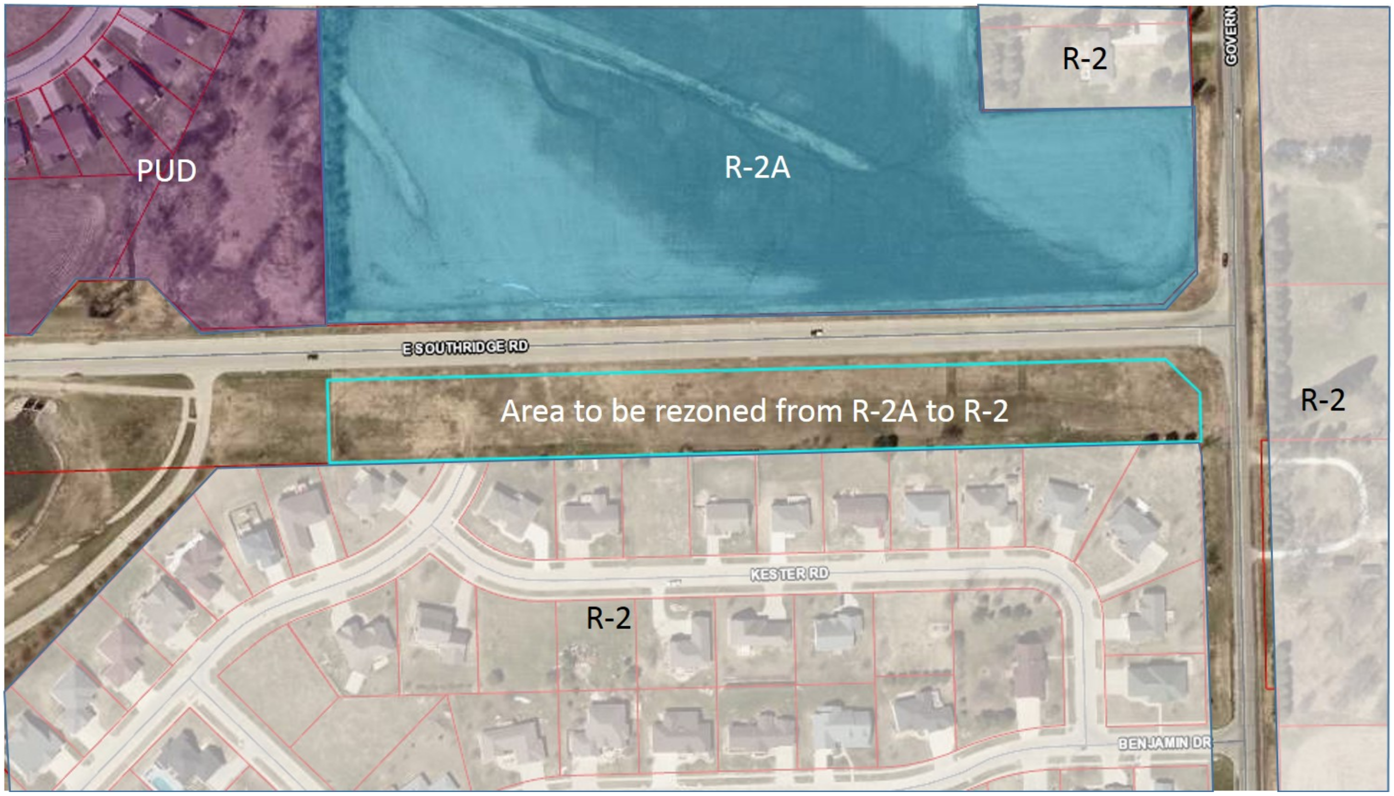
Recommendation: The Plan Zoning Commission met on Thursday, October 3, 2019 and held a public hearing to receive comments. The Commission unanimously voted against the rezoning request to rezone the property included to R-2, Low Density Residential.

The Commission received one public comment in support of the rezoning proposal.

It was the position of the Commission that the R-2A designation was in conformance with the Comprehensive Plan and that the property along Southridge could be more appealing for single-family attached development and that the R-2A zoning classification would allow more flexibility than a change to the R-2 classification which would prohibit single-family attached units.

Based on the Commission's recommendation to not rezone the property staff requested Council provide direction on how to proceed at the meeting on October 14. The Council direction was in favor 4 to 3 to continue with the R-2 rezoning.

An ordinance has been prepared and attached for the first reading at the October 28th meeting. The public hearing will be scheduled for November 25, 2019.



Background: The rezoning of the parcel is in conformance with the City Comprehensive Plan for this area.

Budget Impact: None

Attachment: Ordinance and Rezoning application form.

ORDINANCE NO. _______________

AN ORDINANCE APPROVING THE REZONING OF PARCEL 8318-12-126-010 FROM R-2A LOW DENSITY RESIDENTIAL TO R-2 LOW DENSITY RESIDENTIAL

WHEREAS the City of Marshalltown currently owns the parcels 8318-12-126-010 and is proposing the rezoning of the property, currently zoned R-2A Low Density Residential to be rezoned to R-2 Low Density Residential; and

WHEREAS the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on October 3, 2019, and recommended the zoning classification remain R-2A Low Density Residential; and

WHEREAS, the City Council reviewed the recommendation and found the rezoning to R-2 Low Density Residential on October 14, 2019, to be in the best interests of the City of Marshalltown, Iowa and that the same should now be approved and accepted.

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

Section 1. Parcel 8318-12-126-010 be rezoned to R-2 Low Density Residential.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 25th day of November 2019 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this ___ day of November 2019, and signed this _______day of November 2019.

CITY OF MARSHALLTOWN, IOWA

____

Joel T.S. Greer, Mayor

ATTEST:

____

Shari L. Coughenour, CMC, City Clerk

Date Submitted & Fee Paid: _________

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

_____ **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

_____ **Application fee**. A $500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address: Parcel 8318-12-126-010	
Owner: City of Marshalltown	
Mailing Address: 24 N Center Street	
Phone: 641-754-5756	E-mail: mspohnheimer@marshalltown-ia.gov
Current Zoning Classification: R-2A	
Current Use: Vacant lot	
Proposed Zoning Classification: R-2	
Proposed Use: Single Family Residential/Street Connection	
Please list the uses of surrounding properties: Single Family Residential	
Signature and Date: 09/10/2019	

Recorded: 12/07/2018 at 10:38:56 AM
Amt: $17.00 Page 1 of 2
Revenue Tax: $140.80
Marshall County Iowa
Nan Benson County Recorder
File 2018-00006510

$140.80
$17.00

WARRANTY DEED

Box *Preparer & Return To: James L. Goodman, 26 S 1st Ave. Suite 302, Marshalltown, IA 50158, 641-752-4271

Taxpayer: City Council of the City of Marshalltown, Iowa, 24 S. Center Street, Marshalltown, IA 50158

For the consideration of One Dollar(s) and other valuable consideration, **Joe A. Hunt and Diane M. Hunt, husband and wife** do hereby Convey to **the City Council of the City of Marshalltown, Iowa** the following described real estate in **MARSHALL** County, Iowa:

> Parcel "B" in the Northeast Quarter of the Northwest Quarter of Section 12, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, as shown in Plat of Survey recorded in Document No. 2018-00005993 of the records of the Auditor/Recorder's Office, Marshall County, Iowa.

Grantors do Hereby Covenant with Grantee, and successors in interest, that Grantors holds the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantors Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

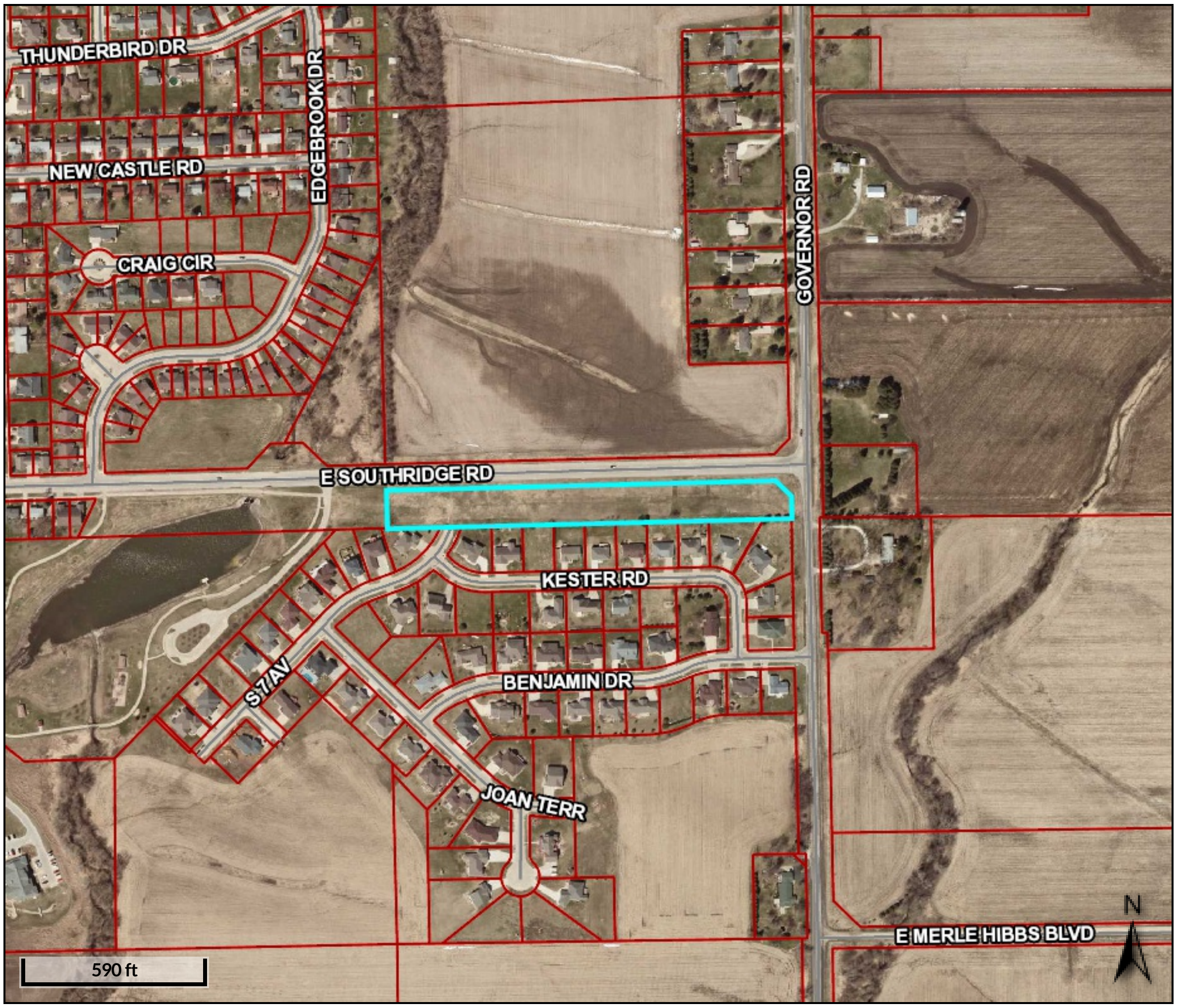
Dated: December 6th, 2018

X Joe A. Hunt
Joe A. Hunt, Grantor

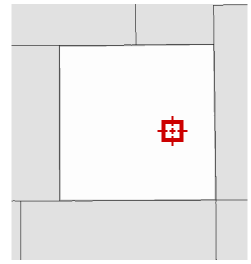
X Diane M. Hunt
Diane M. Hunt, Grantor

NOTARIAL SEAL IOWA
KRISTIN POLLEY
Commission Number 738222
My Commission Expires
12-22-20

Beacon™ Marshall County, IA



Overview



Legend

- Parcels
- Corporate Limits
- Roads

Major Highways

- U.S. Hwy 30
- Hwy 330
- State Paved

Parcel ID	8318-12-126-010	**Alternate ID**	n/a	**Owner Address**	CITY OF MARSHALLTOWN 24 N CENTER ST MARSHALLTOWN, IA 50158	**Last 2 Sales**			
Sec/Twp/Rng	12-83-18	**Class**	EXEMPT			**Date**	**Price**	**Reason**	**Qual**
Property Address		**Acreage**	3.44			12/6/2018	$88500	Sale to/by Government/Exempt Organization	U
						1/14/2014	0	Exchange, trade, gift, transfer from Estate (Including 1031 Exchanges)	U

District 450800-MTOWN CITY MC

Brief Tax Description PARCEL B NE NW

(Note: Not to be used on legal documents)

Date created: 9/10/2019
Last Data Uploaded: 9/10/2019 7:30:04 AM

Developed by Schneider GEOSPATIAL

14991

AN ORDINANCE TO AMEND NUMBER OF HANDICAP PARKING SPACES, TO ADD ONE SPACE ON THE WEST SIDE OF S 6TH STREET IN THE 300 BLOCK, ONE SPACE AS SIGNED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:
Section 1. Chapter 77, Parking Schedules, Schedule IX, Disabled Parking of the Municipal Code of Marshalltown, is amended by repealing Section (A) and enacting the following as a substitute:

SCHEDULE IX. Disabled Parking

(A) Disabled parking areas established. The city council may establish parking areas in the city that shall be reserved for parking by disabled persons. The following locations are designated as disabled parking:

Block		On Street	Side	Location
200	W	STATE ST.	SOUTH	1ST SPACE WEST OF 2ND ST.
300	W	MAIN ST.	NORTH	1ST SPACE EAST OF 4TH ST. (311 E MAIN)
200	W	MAIN ST.	NORTH	1ST 2 SPACES EAST OF ALLEY
200	W	MAIN ST.	SOUTH	1ST SPACE EAST OF ALLEY
200	W	MAIN ST.	SOUTH	2ND AND 3RD SPACES EAST OF ALLEY (SUNDAY ONLY)
100	W	MAIN ST.	NORTH	1ST SPACE WEST OF ALLEY
10	W	MAIN ST.	SOUTH	1ST SPACE EAST OF 1ST ST.
10	W	MAIN ST.	SOUTH	1ST SPACE EAST OF ALLEY
10	E	MAIN ST.	NORTH	1ST SPACE WEST OF 1ST AVE.
100	E	MAIN ST.	NORTH	1ST SPACE EAST OF ALLEY
100	E	MAIN ST.	SOUTH	1ST SPACE WEST OF ALLEY
200	E	MAIN ST.	NORTH	1ST SPACE WEST OF ALLEY
300	E	MAIN ST.	SOUTH	2ND AND 3RD SPACES EAST OF 3RD AVE.
10	W	CHURCH ST.	SOUTH	3RD AND 4TH SPACES EAST OF CENTER ST. (SUNDAY ONLY)
10	W	CHURCH ST.	SOUTH	5TH SPACE EAST OF CENTER ST.
100	W	CHURCH ST.	NORTH	2ND SPACE WEST OF 1ST ST.
100	E	CHURCH ST.	NORTH	1ST SPACE WEST OF ALLEY
100	E	CHURCH ST.	SOUTH	1ST SPACE WEST OF SOUTH 1ST AVENUE
200	E	CHURCH ST.	NORTH	1ST SPACE EAST OF ALLEY
200	E	CHURCH ST.	SOUTH	1ST SPACE EAST OF 2ND AVE.
10	S	1ST ST	WEST	1ST SPACE NORTH OF CHURCH ST.
10	S	4th ST	EAST	(2) SPACES, 135’ AND 170’ SOUTH OF THE SOUTH LINE OF W MAIN ST
10	N	CENTER ST.	WEST	1ST SPACE SOUTH OF W. STATE ST.
100	N	CENTER ST.	WEST	3RD SPACE SOUTH OF ALLEY
100	N	CENTER ST.	EAST	6TH SPACE NORTH OF ALLEY
10	S	CENTER ST.	WEST	1ST SPACE SOUTH OF ALLEY
10	N	1ST AVE.	WEST	1ST SPACE NORTH OF MAIN ST.
10	S	1ST AVE.	EAST	1ST SPACE SOUTH OF ALLEY
10	S	1ST AVE.	EAST	1ST SPACE NORTH OF E. CHURCH ST
10	S	2ND AVE	EAST	1ST SPACE NORTH OF CHURCH ST
10	S	2ND AVE	WEST	1ST AND 2ND SPACE SOUTH OF ALLEY (AT 21 S 2ND ST)
100	S	2ND AVE	EAST	2ND SPACE SOUTH OF CHURCH ST (AT PRESBYTERIAN CHURCH - CORRECTION)
210	W	CHURCH ST	NORTH	1ST SPACE EAST OF 3RD AVENUE
500	S	3RD AVE.	WEST	1ST 1 SPACE NORTH OF MADISON ST.
500	S	3RD AVE.	EAST	1ST 1 SPACE NORTH OF MADISON ST.
10	N	5TH AVE.	EAST	1 SPACE AS SIGNED (SUNDAY ONLY)
10	S	5TH AVE.	EAST	1ST SPACE SOUTH OF THE EAST/WEST ALLEY
300	S	6TH ST	WEST	1 SPACE AS SIGNED
300		COLUMBUS DR.	NORTH	FROM 145 FEET WEST OF HUISMAN CIRCLE TO 70 FEET WEST

		PARKING LOT A		2 SPACES AS SIGNED
		PARKING LOT D		1 SPACE AS SIGNED
		PARKING LOT E		1 SPACE AS SIGNED
		PARKING LOT F		1 SPACE AS SIGNED
		PARKING LOT H		3 SPACES AS SIGNED
		PARKING LOT J		4 SPACES AS SIGNED
		PARKING LOT K		1 SPACE AS SIGNED
		PARKING LOT L		1 SPACE AS SIGNED
		PARKING LOT N		1 SPACE AS SIGNED
		PARKING LOT O		1 SPACE AS SIGNED
		PARKING LOT P		2 SPACES AS SIGNED
		PARKING LOT W		1 SPACE AS SIGNED
		PARKING LOT Z		1 SPACE AS SIGNED
		SENIOR CITIZENS LOT		4 SPACES AS SIGNED
		OFF STREET, WEST OF 10 W STATE STREET		2 SPACES AS SIGNED

Section 2 That suitable signs shall be removed or removed as provided by ordinance and these regulations shall become effective upon posting said signs.

Passed this ___ day of November, 2019, and signed this __ day of November, 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
IOWA
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: November 8, 2019
RE: Sale of Fire Station

The Fire Station, located at 109 South 1st Avenue, has been cleaned out and is ready for disposal. We would like to get this process underway soon so that we can minimize the utilities we will need to pay in this fiscal year. I have had 7 parties contact me indicating they would be interested in the process once determined by the Council, which is the most I have had for any property. The Assessor's report on the property is attached to give you a better overview of the property. It does have some condition issues which will be costly to repair. There are two options for selling the property, and I would like to know how you would like to proceed.

Option 1- Highest Dollar
The traditional way for a City to dispose of real estate is the take the highest dollar offer, obtained through a public process. The process could be an auction, a request for bids due by a certain date, listing with a realtor, etc. Documents would clearly indicate that the highest offer would be accepted.

Option 2- Proposed Use
Because the Fire Station is located in Urban Renewal Area #4, the Council could elect to issue a Request for Proposal and request that bidders describe how they would use the property. This gives the Council more flexibility in reviewing bids and take into how a future use impacts the community.

There are a few other considerations that I would like to make known both in the sale process and to you. If the property were to be demolished, we would like to keep the boiler and generator for reuse at other City properties. I would recommend using option 2, as it still gives you the ability to take the highest bid if that is what is the most important factor. We could also place a value on the boiler and generator to be taken into consideration of each use of the property as well. I would also recommend the Council identify any priorities that you would like a potential buyer know about as well.

Beacon™ Marshall County, IA

Summary

Parcel ID	8418-35-204-016
Alternate ID	
Property Address	109 S 1ST AVE MARSHALLTOWN IA 50158
Sec/Twp/Rng	N/A
Township/City	N/A
Brief	MARSHALL LOTS 10 & 11 BLK 21
Tax Description	(Note: Not to be used on legal documents)
Class	EXEMPT (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	MTOWN CITY MC (450800)
School District	MARSHALLTOWN SCH DIS
TIF District	MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF (450830)

Owner

Deed
MARSHALLTOWN CITY OF

Contract

Mailing Address
MARSHALLTOWN CITY OF
24 N CENTER ST
MARSHALLTOWN, IA 50158

Land

Lot Area 0.50 Acres ; 21,600 SF

Valuation

		2019	2018	2017	2016	2015
	Classification	EXEMPT	EXEMPT	EXEMPT	EXEMPT	EXEMPT
+	Assessed Land Value	$0	$0	$0	$0	$0
+	Assessed Building Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$0	$0	$0	$0	$0
=	**Gross Assessed Value**	**$0**	**$0**	**$0**	**$0**	**$0**
-	Exempt Value	($295,320)	($295,320)	($295,320)	($295,320)	($295,320)
=	**Net Assessed Value**	**$0**	**$0**	**$0**	**$0**	**$0**

Commercial Buildings

Building 1: Warehouse, Solid Brick - 8", 2 Story, Built - 1956, 6000 SF, Bsmt - 0 SF,
HVAC - Combination FHA - AC, Roof - Rubber Membrane/Stl, Condition - Normal

Addition 1: Office - General, C'Blk or Tile - 12", 1 Story, Built - 1987, 3538 SF, Bsmt - 0 SF
HVAC - Combination FHA - AC, Roof - Rubber Membrane/Stl
Adjustments: 1 S FBV, 58 SF
Plumbing: 3 - Lavatory, 2 - Multi-Shower-2 Person (Column), 3 - Water Closet

Yard Extras

#1 - (1) Paving 1,980 SF, Concrete Parking, Average Pricing, Built 1989
#2 - (1) Paving 9,000 SF, Asphalt Parking, Average Pricing, Built 1975

Notes

Note
LOT SIZE: 120 X 180

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/3/1956	M MAUDE OBRYON	CITY OF MARSHALLTOWN	00000A060008	Sale to/by Government/Exempt Organization	Deed		$33,500.00
6/9/1954	DON C BURGER	CITY OF MARSHALLTOWN	00000A030334	Sale to/by Government/Exempt Organization	Deed		$16,500.00

Taxation

		2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017	2014 Pay 2015-2016
+	Taxable Land Value	$0	$0	$0	$0
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$0	$0	$0
=	**Gross Taxable Value**	**$0**	**$0**	**$0**	**$0**
-	Exempt Value	($295,320)	($295,320)	($295,320)	($289,590)
-	Military Credit	$0	$0	$0	$0
=	**Net Taxable Value**	**$0**	**$0**	**$0**	**$0**
x	Levy Rate (per $1000 of value)	40.95522	41.70344	42.35918	42.77151
=	**Gross Taxes Due**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2017	March 2019 September 2018	$0 $0	N/A N/A		
2016	March 2018 September 2017	$0 $0	N/A N/A		
2015	March 2017 September 2016	$0 $0	N/A N/A		
2014	March 2016 September 2015	$0 $0	N/A N/A		

Tax Statement

Tax Statement

Pay Property Taxes

Click here to pay property taxes for this parcel.

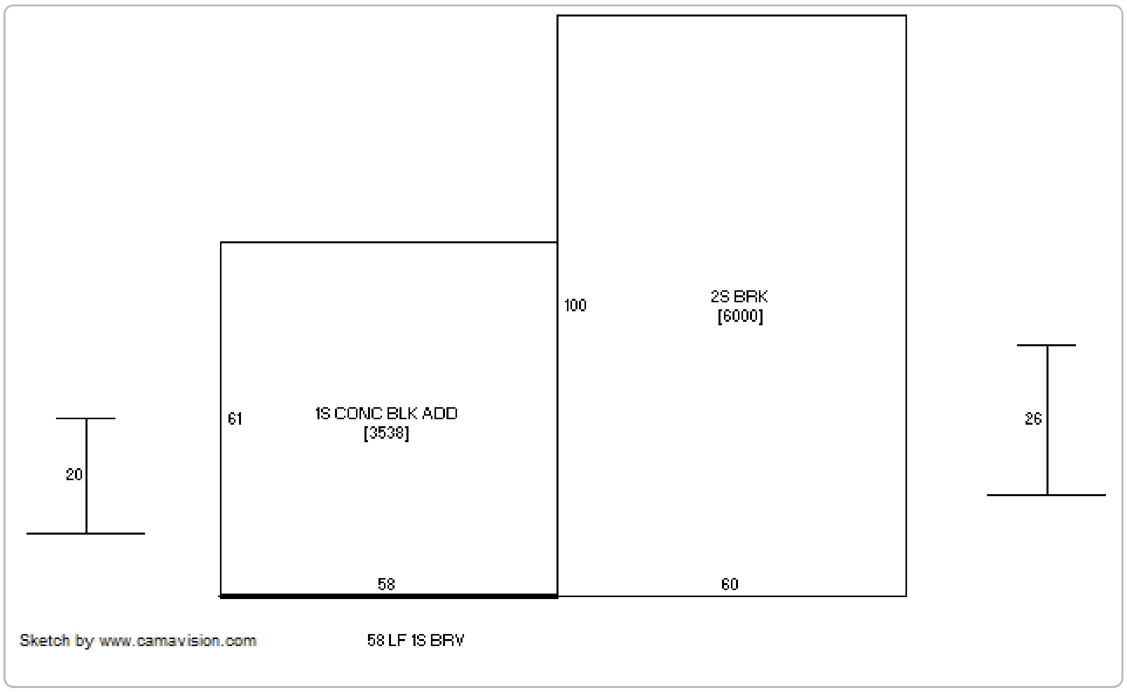
Iowa Land Records

00000A060008 (1/3/1956)
00000A030334 (6/9/1954)

Map

Photos

Sketches



Recent Sales In Area

From:

11/8/2017

To:

11/8/2019

Sales by Neighborhood

Sales by Distance

1500

Feet

No data available for the following modules: DBA, Residential Dwellings, Agricultural Buildings, Permits, BPTCs.

the City of Marshalltown

POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

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

FROM: Michael W. Tupper
Chief of Police

DATE: 6 November 2019

RE: Police Officer Residency Requirements

Policy Issue: City of Marshalltown Personnel Policy & Procedure 2.15 requires all sworn Marshalltown police officers to live within a 30-minute drive time of the Marshalltown city limits. The Marshalltown City Council has the authority to review and approve proposed changes to this policy.

Recommendation: Staff recommends two changes to this policy relevant to sworn police officers.

1. The police chief should be required to reside within the Marshalltown city limits.
2. Eliminate the residency requirement for all other sworn Marshalltown police personnel.

Background: Residency requirements for public safety personnel have been around the public safety profession for many years. Residency requirements vary from community to community. These requirements can be arbitrary and do not generally enhance public safety operations and response. The trend in Central Iowa for law enforcement seems to be the elimination of these policies or the expansion of drive time limits. 60-minute drive time limits are very common.

Residency policies can and do affect employee recruitment and retention. There is no denying that our society has become a mobile society. People are willing to drive greater distances for employment. Most households have two income earners in the home. For our police department personnel, it is common for spouses or partners to work outside of Marshalltown to meet their employment and career needs. Department employees need to establish residency in an area that meets the needs of their family and personal living situations.

Residency requirements serve no real purpose in ensuring employees are close to work when an emergency happens. Our employees are not required to be within 30 minutes of Marshalltown at all times. We could never impose such a requirement. The current 30-minute drive time residency requirement is outdated in my opinion. It is my belief (based upon 27 years of law enforcement experience) that most people will not live more than 60 minutes from work. Our police employees would like more freedom and flexibility to reside where they choose. This is especially important to the new generation of public safety officers entering the workforce.

I recommend the City eliminate the residency requirement for sworn police personnel. There is one exception to this recommendation. I do believe it is important the police chief reside within the city limits of Marshalltown. I recommend the city add this requirement to the residency policy and police chief job description.

Budget Impact: Not Applicable

Attachment: Current City of Marshalltown Personnel Policy & Procedure 2.15; Residency Requirements

City of Marshalltown
PERSONNEL POLICY & PROCEDURE MANUAL

Category: 2 - Employment

Date: December 13, 2010
Supersedes: July 1, 2007

Policy: **2.15; RESIDENCY REQUIREMENTS**

Effective for: ALL CITY OF MARSHALLTOWN POLICE & FIRE SWORN PERSONNEL

Procedure: All Police Department sworn personnel's primary place of residence shall be within a thirty (30) minute driving time of the Marshalltown City limits. All Fire Department sworn personnel's primary place of residence shall be within a twenty (20) minute driving time of the Marshalltown City limits.

I. Procedure: The Chief of the department or designee of the Chief shall drive, using the most direct route, under normal driving conditions and within speed limits, the time between the primary place of residence and the City limits.

II. New Employee Compliance: New employees shall comply with the residency requirement within 90 days of completion of the department probationary period. If the requirement is not met within this timeframe, the employee's signature on this policy will serve as the employee's voluntary resignation of employment with the City and will be effective on the 91st day after the completion of the probationary period.

III. Existing Employee Compliance: An existing employee, whose primary residence changes, shall notify the Chief in writing as to the new address and the effective date at least 30 days prior to the change.

Employee Signature ________________________________ Date _____________

Chief Signature ____________________________________Date _____________

Marshalltown Fire Department
909 S. 2nd Street
Marshalltown, IA 50158
Marshalltown-ia.gov
641.754.5751 (Office)
641.754-5722 (Fax)

MEMO

To: **Mayor & City Council**

From: **Chief Rierson**

Cc:

Date: **11/04/2019**

Re: **Residency Requirement/Travel Time**

The intent of this memo is to seek direction from the council on a recent request to change the Fire Department residency/drive time requirement to match the Police Department.

Under current policy all Fire Department sworn personnel's primary place of residence shall be within a twenty (20) minute driving time of the Marshalltown City limits, while Police Department personnel are required to have a primary place of residence within a (30) minute drive time.

Residency requirements are a topic of discussion in other departments around the State. The Fire Chief in Waterloo just presented a new plan to his City Council asking for a change from the current 10-mile residency requirement to 60 miles. Cedar Falls and Urbandale have no residency restriction, while Des Moines, West Des Moines, Council Bluffs, and Cedar Rapids currently have either a 50 or 60-mile policy.

While I would prefer our members live in Marshalltown, only four do and we battle with the aforementioned departments for the same people. In the past 1.5 years, the department has lost one member and one potential member to our residency requirement. Applicant numbers have decreased each time we hold a Civil Service hiring process and why is not completely known. Perhaps, if residential development continues to occur in Marshalltown, more will decide to live here.

There was a time when off-duty personnel returning to help with a fire made a real impact. Firefighting today is different. While returning personnel are used to cover the station, answer additional calls, assist with overhaul, and clean up, the outcome of a fire is determined within the first 5 – 10 minutes. With lightweight building components and synthetic materials used in everything from furniture to drapes, many fires enter a condition called flashover in less than 10 minutes.

I reviewed our fire call back statistics from January 1, 2018 through October 3, 2019 and found 28 incidents where call back was required and the average response time back to the station was 28 minutes. Members are not always home on their days off or may be working secondary employment.