

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JULY 13, 2020, 5:30 PM

City Council Meeting

Mon, Jul 13, 2020 5:30 PM - 8:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/403937773>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (312) 757-3119

One-touch: tel:+13127573119,,403937773#

Access Code: 403-937-773

United States (Toll Free): 1 866 899 4679

- One-touch: tel:+18668994679,,403937773#

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, Martin, Thompson, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Minutes, June 22, 2020, And Bill List \$

Documents:

[2020-06-22_Council Minutes.pdf](#)
[BillList07.13.pdf](#)

2. 2nd Quarter Strategic Plan Update

Documents:

[Q2 2020 Strategic Plan Update.pdf](#)

3. Approve Renewal Of State Of Iowa Alcohol License

- Applebee's Neighborhood Bar and Grill- 3101 S. Center St.
- El Portal- 1716 S. Center St.
- Midnight Ballroom- 1700 S. Center St.
- Walgreens #03196- 5 E. Anson St.
- Casey's General Store #3508- 108 Iowa Ave. W.

4. RESOLUTION 2020-193 AMENDING A CONTRACT WITH FRANK SWANSON FOR "SYMBIOSIS" PUBLIC ART PROJECT AT THE POLICE AND FIRE BUILDING

Documents:

[Res for Amending Frank Swanson Symbiosis Contract.pdf](#)
[CONTRACT for the Marshalltown Police Revised July 2020.pdf](#)

5. RESOLUTION 2020-194 ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE AND SNOW CONTROL FOR THE 2020-2021 FISCAL YEAR IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$76.51 PER TON

Documents:

[Salt bid FY 20-21.pdf](#)
[Salt001.pdf](#)

6. RESOLUTION 2020-195 TO APPROVE THE CODE BUILDING UPGRADE AND FACADE GRANT APPLICATIONS FOR 201 E. MAIN STREET, MARSHALLTOWN, IOWA

Documents:

[Resolution to Approve Code Upgrade and Facade Grant Applications for 201 E Main Street.pdf](#)
[Senior Living Cohen Esrey Council Request.pdf](#)
[FacadeGrantListing Updated July 1 2020.pdf](#)

7. RESOLUTION 2020-196 APPROVING THE ALLOCATION OF \$80,000 IN TAX INCREMENT FINANCING TO FUND THE

INCENTIVE GRANT FUND

Documents:

[Res Allocating Facade Grant Funds.pdf](#)

8. RESOLUTION 2020-197 APPROVING CONTRACTS FOR PROPERTY ACQUISITION, PERMANENT AND TEMPORARY AND PERSCRPTIVE EASEMENT ACQUISITION, AND PAYMENT FOR THE S. 12TH AVENUE SIDEWALK CONSTRUCTION PROJECT NO. PLT19001

Documents:

[Property Purchase.pdf](#)
[Easement001.pdf](#)
[Easement 2001.pdf](#)

9. RESOLUTION 2020-198 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1984 JOHN DEERE 2550 TRACTOR

Documents:

[Res Surplus.pdf](#)

10. RESOLUTION 2020-199 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2020 CHEVROLET SILVERADO 2500 HD 4 X 4 REGULAR CAB FOR THE PRICE OF \$28,544.20 FROM KARL CHEVROLET FOR USE IN THE STREET DEPARTMENT

Documents:

[Silverado001.pdf](#)
[Truck purchase-2.pdf](#)

11. RESOLUTION 2020-200 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A JOHN DEERE 333G COMPACT TRACK LOADER FOR THE PRICE OF \$77,850.00 FROM VAN-WALL EQUIPMENT FOR USE IN THE STREET DEPARTMENT

Documents:

[Res Street Track Loader Purchase.pdf](#)
[Van-Wall001.pdf](#)

12. RESOLUTION 2020-201 APPROVING CONTRACT CHANGE ORDERS #21, 26, 30-31 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$ 22,631.07

Documents:

[07-13-2020_2020-_Memo on Coliseum Change Order 21, 26, 30-31.pdf](#)

[07-13-2020_2020-_Res for VMC CHANGE ORDERS 21, 26, 30-31.pdf](#)
[Garling CO 26 - FB11 Stair Modifications.pdf](#)
[Garling CO 30 - Credit Signage.pdf](#)
[Garling CO 31 - FB15 Power and Data 101 Conf Room.pdf](#)
[Garling CO 21 - FB12 Electrical Changes - CPMI Comments.pdf](#)
[CPMI - COR 21 26 recommendation for approval by council.pdf](#)
[CPMI - COR 30 31 recommendation for approval by council.pdf](#)

13. TENTATIVE RESOLUTION 2020-202 PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF THE ALLEY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO JOSE ANGEL REGALADO AND ADRIANA REGALADO

Documents:

[Resolution Tentative - Vacate Alley Regaldo.pdf](#)
[Alley 107 N Center St - alley map and calculation.pdf](#)

G. **RESOLUTIONS**

1. RESOLUTION 2020-203 ACCEPTING BID FOR THE CONTRACT FOR THE 1st STREET PARKING LOT REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. PLT19001 IN THE AMOUNT OF \$981,952.50

Documents:

[Res Accept Bid PLT19001 1st St Parking Lot.pdf](#)
[BID TAB - 7061-18A Updated.pdf](#)
[LTR - 2020 07 08 - 706118A - Council - Recommendation of Award - SPS \(1\).pdf](#)

2. Resolution 2020-204 To Fix A Date For Public Hearings On Loan Agreements In A Principal Amount Not To Exceed \$13,775,000

Documents:

[SetHrngs2020GO CorpPurp LA Marshalltown422742-40-v1.pdf](#)
[Memo for CY2020 GO Borrowing July 13 2020 meeting.pdf](#)

3. RESOLUTION 2020-205 ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION GRANT APPLICATION FOR JOHN BLABAUM DBA WAX XTATIC LLC FOR 18 WEST MAIN STREET

Documents:

[Res Endorsing Blabaum Catalyst App.pdf](#)
[18 W Main Full App.pdf](#)
[Memo on Catalyst Grant.pdf](#)

4. RESOLUTION 2020-206 AMENDING A DEVELOPMENT AGREEMENT WITH PRESERVING US INC. FOR A CATALYST BUILDING GRANT TOTALING \$160,000

Documents:

[Res Amending Preserving US Catalyst Agreement.pdf](#)
[Memo on Catalyst Grant.pdf](#)
[Marshalltown Senior Catalyst Grant Request 6.2.20.pdf](#)

5. RESOLUTION 2020-207 AMENDING A GRANT AGREEMENT FOR SHARED WALL REPAIR WITH JOEL BOTELLO AND ANTONIO BOTELLO TO \$43,450

Documents:

[Res Botello Grant Agreement.pdf](#)
[botello-estimate1134.pdf](#)

6. RESOLUTION 2020-208 AMENDING A GRANT AGREEMENT FOR SHARED WALL REPAIR WITH WIN KYAW TO \$55,170

Documents:

[Res Kyaw Grant Agreement.pdf](#)
[kyaw,win-estimate1135.pdf](#)

7. PUBLIC HEARING AND RESOLUTION 2020-209 ADOPTING TENTATIVE RESOLUTION ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL PROJECT NO. 53511029

Documents:

[res adopt tent res 1222 Oxford Ave_Liscomb_2020.pdf](#)
[CC_Mem_Sub_1222 Oxford Ave_Liscomb_2020.pdf](#)
[1222 Oxford Ave_Liscomb_Application_061120.pdf](#)
[tent res 1222 Oxford Ave_Liscomb_2020.pdf](#)

8. PUBLIC HEARING AND RESOLUTION 2020-210 APPROVING THE VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE, 2424 233rd STREET, TO THE CITY OF MARSHALLTOWN, IOWA

Documents:

[07-13-2020_2020-_Olson_Memo_Annexation_071320.pdf](#)
[07-13-2020_2020-_Olson_RES_Annexation_071320.pdf](#)
[07-13-2020_2020-_Olson_annexation_Application_061520.pdf](#)

9. PUBLIC HEARING AND RESOLUTION 2020-211 APPROVING THE VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE, PARCEL 8317-05-200-005, TO THE CITY OF MARSHALLTOWN,

IOWA

Documents:

[07-13-2020_2020-_Martin Marietta_Memo_Annexation.pdf](#)
[07-13-2020_2020-_Martin Marietta_RES_Annexation.pdf](#)
[07-13-2020_2020-_Martin
Marietta_Annexation_Application.pdf](#)

H. ORDINANCES

1. ORDINANCE 14999 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY ADDING CHAPTER 134, NOISE CONTROL AND AMENDING OR REPEALING CONFLICTING SECTIONS, Second Reading.

Staff request to waive a reading, due to enforcement issues.

Documents:

[14999 ORDINANCE NOISE CONTROL - TO ADOPT NEW SECTIONS.pdf](#)
[Chapter 134 Noise Ord Memo.pdf](#)

2. ORDINANCE 15000, TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, SCHEDULE V YIELD INTERSECTIONS AND SCHEDULE VI TRAFFIC SIGNALS, Second Reading.

Documents:

[15000 ORDINANCE SIGNS CH 76 NEW SCHEDULES
Yield Stop Sign and Signal.pdf](#)

3. ORDINANCE 15001 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING SECTIONS RELATING TO BANKRUPT STORES AND PUBLIC SALES, First Reading

Documents:

[15001_Bankrupt Stores MEMO.pdf](#)
[15001_ORDINANCE repealing BANKRUPT STORES, OUT OF BUSINESS SALES.pdf](#)
[15001 1964 ordinance and app-business-going-out-sale.pdf](#)

4. ORDINANCE 15002 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II, NO PARKING ANY TIME

1st Reading to remove inconsistent language regarding parking along East Linn Street between Center Street and 3rd Avenue

Documents:

[15002 ORDINANCE Revise No Parking CH 77 Schedule](#)

I. **DISCUSSION**

1. Request To Forgive 2004 Loan To Westtown LLLP

Documents:

[LETTER to city loan.pdf](#)
[Westtown LLLP Loan Memo.pdf](#)
[2002-271 Clark Urban Renewal Recorded Agrmt.pdf](#)
[2002-11-20cpmin11-20-02.pdf](#)

2. Discussion Of Shared Wall Grant For 116 W Main St- Council Member Thompson

Documents:

[Memo on Shared Wall Grant Request- 116 W Main.pdf](#)

3. Discussion Of Proceeds From Sale Of Fire Station- Council Member Thompson

Documents:

[Memo on Fire Station Sale Proceeds.pdf](#)

J. **PUBLIC COMMENT**

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

K. **CLOSED SESSION - REAL ESTATE**

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017.

There may be council action by motion following the closed session if directed by the city's attorney.

L. **ADJOURN**

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

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
June 22, 2020

Mayor Greer called the meeting to order at 5:30 PM, June 22, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Due to COVID-19 imposed distancing, a few members of the public were able to attend the meeting, some of the public attended via Go-To-Meeting, and all had options to present written comments prior to the meeting, as well as during the meeting via the interactive live-stream meeting. Kinser thanked Coughenour for serving as City Clerk, noting her retirement after 20 years of service on July 1.

CONSENT AGENDA:

Wirin moved to adopt the consent agenda, removing items 5, 7, 16 and 21 from the consent agenda for separate consideration: Approve Council Minutes, June 8, 2020, And Bill List \$2,180,132.31; Receipt Of Building Permit Report, May 2020; Receipt Of Civil Service Promotional Hire List Police Department promotional list; Approve May 2020 Financial Statements; Approve Renewal Applications For State Of Iowa Retail Cigarette, Tobacco, Nicotine And Vapor Licenses, Through 6/30/2021: Food & Gas Mart, 613 N 3rd Ave; Git-N-Go Convenience Stores #34, 3302 S Center St Git-N-Go Convenience Stores #35, 902 W Lincoln Way East Side Liquor and Groceries, 1116 E Nevada St; FA786 INC/ LIQUOR & GROCERY DEPOT, 114 N CENTER ST; Jiffy Convenience Stores, 111 S 3rd Ave Vaughn's Pub, 22 N 1st Ave; Approve Renewal Tree Trimmer License, Marshall County Tree Lawn Service M. Liskowiak, License To Expire 4/30/2021; RESOLUTION 2020-171 APPROVING CITY FEES, EFFECTIVE JULY 1, 2020; RESOLUTION 2020-172 APPROVING FACADE GRANT APPLICATION FOR 207 E. MAIN STREET; RESOLUTION 2020-190 TO APPROVE THE FACADE GRANT APPLICATION FOR 32 E. MAIN STREET AND 8 N. 1st AVE., MARSHALLTOWN, IOWA; RESOLUTION 2020-173 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET WITH THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE; RESOLUTION 2020-174 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME WITH THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE; RESOLUTION 2020-175 APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2019 PCC PATCH REPAIR PROJECT # STR19002 AN INCREASE OF \$24,104.10; RESOLUTION 2020-176 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE PCC PATCH REPAIR, PROJECT STR19002, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$173,125.10; RESOLUTION 2020-178 APPROVING CONTRACT CHANGE ORDERS #19, 20, 22-25, 27-29 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$ 14,616.35; TENTATIVE RESOLUTION 2020-179 ACCEPTING SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL PROJECT NO. 53511029; RESOLUTION 2020-186 SETTING A PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION OF 2424 233RD STREET, MARSHALLTOWN, IA 50158; RESOLUTION 2020-187 SETTING A PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION OF PARCEL 8317-05-200-005, MARSHALLTOWN, IA 50158; RESOLUTION 2020-191 TO APPROVE THE STATE RECREATIONAL TRAIL APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL; RESOLUTION 2020-192 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2021; second by Isom. Motion carried 7-0.

Wirin moved to approve Renewal State Of Iowa Alcohol Permits Center Street Station, 19-21 N. Center St.; Git N-Go Convenience Stores #34, 3302 S. Center St.; Git N-Go Convenience Stores #35, 902 W Lincoln Way; GROCERY STORE Y TORTILLERIA LA VECINDAD, 505 N 3RD AVE; Hy-Vee Gas, 808 S Center St; JB Bar, 915 Turner St.; Legends American Grill, 2902 South Center Street, second by Isom. Motion carried 5-1, Hoop dissenting, Thompson dissenting due to his employment relationship with Hy-Vee.

Martin moved to approve Liquor License Premise Update, HyVee, 802 S Center Street, second by Isom. Motion carried 5-1, Hoop dissenting, Thompson dissenting due to his employment relationship with Hy-Vee.

Isom moved to adopt RESOLUTION 2020-177 APPROVING CONTRACT CHANGE ORDER #1 FOR THE S. 7TH AVENUE TO E SOUTHRIDGE ROAD EXTENSION PROJECT # ECO18001 AN INCREASE OF \$107,092.00, second by Wirin. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-188 APPROVING CONTRACTS FOR PROPERTY ACQUISITION, PERMANENT AND TEMPORARY AND PERSCRPTIVE EASEMENT ACQUISITION, AND PAYMENT OF LANDSCAPE DAMAGES FOR THE S. FIRST STREET PARKING LOT STORMWATER IMPROVEMENTS PROJECT NO. PLT19001, second by Cahill. Resolution adopted 6-1, Hoop dissenting.

MOTIONS:

Gowdy moved to approve New Alcohol License, New Owner, Best Western Regency Inn/Bella Sera, second by Isom. Motion carried 6-1, Hoop dissenting.

RESOLUTIONS:

Gowdy moved to adopt RESOLUTION 2020-180 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE WASHINGTON STREET EXTENSION PROJECT ECO2001 IN THE AMOUNT OF \$576,560.00, second by Isom. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-185 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR WPCP AND SANITARY SEWER INFRASTRUCTURE IMPROVEMENT PLANNING, IN THE CITY OF MARSHALLTOWN, IOWA, second by Wirin. Public Works Director Nickel explained the Master Planning Document describes how tasks may be assigned to Fox

Engineering relative to the sewer plant and sewer infrastructure improvements. Thompson moved to include Resolutions 2020-183 and 2020-184 as those agreements are descriptive to Resolution 2020-185, second by Cahill. Amendment carried 7-0. Roll call vote on RESOLUTION 2020-185 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR WPCP AND SANITARY SEWER INFRASTRUCTURE IMPROVEMENT PLANNING, IN THE CITY OF MARSHALLTOWN, IOWA; RESOLUTION 2020-183 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR THE 2020 SANITARY SEWER REHABILITATION PROJECT-CIPP, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$25,000.00; RESOLUTION 2020-184 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR THE WPCP HEADWORKS AND DIGESTER IMPROVEMENTS, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$22,700.00; all three Resolutions adopted, 7-0.

PUBLIC HEARING – conveyance by Warranty Deed, 109 S 1st Avenue and 8 E Linn Street

Mayor Greer declared the public hearing open RESOLUTION 2020-181 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO DAVID E. THOMPSON AND KATHLEEN A. THOMPSON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED at 5:55 PM. There were no written comments, nor any public comments from the public or the interactive web meeting. The auction was successful, with the highest bid of \$172,000 for the two parcels. Staff recommended proceeding as per the published notices and contract with the purchasers. Mayor Greer closed the public hearing at 5:58 PM.

Thompson moved to adopt RESOLUTION 2020-181 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO DAVID E. THOMPSON AND KATHLEEN A. THOMPSON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED, second by Cahill. Thompson asked that the sale proceeds be utilized to cover expenses of the Veterans Memorial Coliseum Rehabilitation Project. Resolution adopted 7-0.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open RESOLUTION 2020-182 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 1ST STREET PARKING LOT RENOVATION PROJECT, PROJECT NO. PLT19001 at 5:58 PM. There were no written comments, nor any public comments from the interactive web meeting. Public Works Director Nickel answered questions, and announced pervious pavers will be installed. Mayor Greer closed the public hearing at 6:02 PM.

Wirin moved to adopt RESOLUTION 2020-182 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 1ST STREET PARKING LOT RENOVATION PROJECT, PROJECT NO. PLT19001 second by Martin. Resolution adopted 6-1, Hoop dissenting.

ORDINANCES:

Gowdy moved to adopt the third reading and final approval of ORDINANCE 14997 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 118, PEDDLERS AND SOLICITORS RELATING TO MOBILE FACILITIES OR VEHICLES, second by Wirin. Third reading and Ordinance adopted 7-0.

Wirin moved to adopt the third reading and final approval of ORDINANCE 14998 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY AMENDING CHAPTER 72, PARKING RULES, RELATING TO PARKING PENALTY, second by Isom. Third reading and Ordinance adopted 6-1, Cahill dissenting, due to the lack of adequate off-street parking in First Ward.

Isom moved to adopt the first reading of ORDINANCE 14999 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY ADDING CHAPTER 134, NOISE CONTROL AND AMENDING OR REPEALING CONFLICTING SECTIONS, second by Wirin. Chief Tupper answered questions, adding that noise will be measured in decibels to determine if the noise ordinance is violated. First reading adopted 7-0.

Hoop moved to waive the second and third readings of Ordinance 14999, second by Isom. Motion failed 3-4, Cahill, Martin, Thompson and Wirin dissenting.

Wirin moved to adopt the first reading of ORDINANCE 15000, TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, SCHEDULE V YIELD INTERSECTIONS AND SCHEDULE VI TRAFFIC SIGNALS, second by Martin. First reading adopted 7-0.

DISCUSSION:

The council discussed the following items:

Airport Terminal and Hangar Alternates. Thompson moved to accept all but the last three options and consider the wood paneling option at a later date depending on final cost, contingencies and funding by the FAA, second by Wirin. Motion carried 6-1, Hoop dissenting. The council was determined to keep the project under \$2 million.

Cash Balances FY20 and projected FY21 for June 22, 2020.

MCBD Request For Incentive Grant Funding. Isom moved to allocate an additional \$80,000 for downtown incentive programs, second by Wirin. Motion carried 7-0. Kinser funding source is cash on hand for the Downtown (#4) TIF district.

Request to Vacate/Purchase Alley near 107 N. Center St, Jose Regalado, adjacent land owner. Gowdy moved to

proceed with vacation of the alley and conveyance to the adjacent property owner, purchase price of \$1.00, second by Thompson. Council discussed adherence to the policy governing the sale of real estate and the variance given for certain projects. Councilors felt the policy should be reviewed. Motion carried 7-0.

Bankrupt And Other Public Sales, Repeal Of Antiquated Code Sections. Wirin moved to proceed with an Ordinance to modify the City Code to remove antiquated code sections relating to Bankrupt Sales and other Public Sales, second by Isom. Motion carried 7-0.

E Linn Street Parking, Between S Center Street and S 3rd Avenue. Wirin moved to proceed with an Ordinance to removing conflicting code content, clarifying the council’s intent to allow parking on the south side of E Linn Street between S Center Street and S 3rd Avenue, second by Isom. The council decided parking should not be allowed on the north side at this time, as the council may discuss changing Linn Street to two-way traffic at a later date. Motion carried 7-0.

Review of 2019 GO Bond and Final Review of FY21 Borrowing. Thompson moved to revise the FY bonding schedule to add another \$1M to have funding on hand for Phase 2 and Phase 3 of the 4th Street / Meadowlane Storm Sewer project, total bond of \$8.4M, second by Isom. Motion carried 6-1. The council discussed the probability of getting the Storm Sewer project completed in one construction season, due to the location of two schools in the area. Martin moved to move forward with refunding bonds, second by Cahill. Refunding of the bonds will have net savings of \$102,125. Motion carried 7-0.

Discussion of Easement Acquisition -12th Ave & E Olive Street sidewalk project. Thompson moved to get the five-foot wide sidewalk project started for the properties that have signed agreements on file, second by Isom. The council received notification from the Central Iowa Fair Association Board declining the council’s recent counter offer. The council noted the project is required for pedestrian safety. Motion carried 6-1, Hoop dissenting.

PUBLIC COMMENT

There were no written comments, nor any public comments from the interactive web meeting.

ADJOURNMENT:

Meeting Adjourned at 7:54 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST :

Joel T.S. Greer, Mayor

Shari L. Coughenour. CMC, City Clerk

Advertising

KDAO-FM/1	300.00
T-R/12	1,002.15
Trending.Media/1	176.00

Consulting & Professional Fees

AHLERS.COONEY/1	142.50
Amberage/1	1,300.00
Bernie.Lowe/2	378.32
Bernie.Lowe.Asc/1	355.26
Bolton&Menk.Inc/9	29,902.66
C.P.M.I./1	12,455.00
CGA.Assoc/7	9,669.80
Great.Wstrn.Bnk/1	50.00
Howard.R.Green/1	1,693.03
Impact.7G.Inc/1	10,055.45
Iowa.One.Call/2	431.20
IVCCD/2	34,553.09
JCG.Land.Serv/1	1,226.25
Kraft,J/1	155.00
Lynch.Dallas.PC/3	1,332.50
McClure.Engrg/1	33,931.69
Prime.Point.Inv/1	421.92

Contracts

AERZEN.USA/1	10,191.78
Aramark.Unfrm/3	101.45
ARL/1	4,333.33
EVERY,L/1	5,490.00
BDH/9	6,004.84
Bituminous.Mat/1	750.00
Bjelland.Plmbg/1	4,100.00
Botello,A/1	6,367.50
Botello,J/1	6,367.50
Caliber.Concret/1	97,108.42
Central.Square/1	1,221.03
Chamber.Commerc/2	20,242.57
Fisher.Comm.Ctr/1	8,333.33
Garling.Constr/1	415,342.62
Great.Wstrn.Bnk/2	372.72
HANSEN,J/3	1,234.00
IA.Dpt.Safety/1	291.60
Iowa.Fire.Equip/1	152.50
IVCCD/1	12,457.37
Koch.Office/2	360.97
Kyaw,W/1	13,235.00
Marco.Holdings/2	2,503.75
Marsh.Co.Landfi/2	49.05
McGregor.Co/1	19,788.00
Morford.Constr/1	2,885.00
Mtn.Wtrwrks/2	42.00
PacosConc./1	650.00
Palmer,J/1	4,581.00
Premier.Equip/1	45.54
Region.6.Planng/1	328.00
RICOH.USA.INC/4	121.15
SAFETY.KLEEN/1	154.00
Schendel.Pest.C/1	27.50
Schumacher.Elev/2	440.84
Servicemaster/1	805.00
Sterling.Fire/1	54.00
Stone.Sanit/8	2,321.50
VanWall.Equip/1	6,601.50
Xerox.Corp/1	72.46

Debt Service

CRBT/2	8,707.57
Fire.Srv.Trng/1	14,243.00
UMB.Bank.NA/13	3,050.00

Equipment

Construct/1	97,952.12
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Library Books

Great.Wstrn.Bnk/2	328.04
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Medical

Bernie.Lowe/3	1,942.72
HARTFORD.ACCTS/1	6,897.16
Medtrak.Service/2	1,503.51
WellmarkSD/1	326.30

Payroll.Deductions

American.Educa./2	128.82
AXA/2	650.00
Collection.Svs./8	1,966.78
Colonial.Life/2	871.52
Fidelity.Securt/4	907.78
Fire.Union.Dues/2	1,260.00
I.P.E.R.S./7	81,352.41
I.R.S./12	177,495.41
IA.Treasurer/6	38,074.00
ICMA.457/23	62,129.18
M.F.P.R.S.I./4	115,539.94
Polk.Co.Sheriff/2	925.68
TotalAdmin.Serv/5	8,505.10
UAW.Local 893/1	148.48
United.Way/4	861.02

Payroll.Net

Payroll/2	641,521.92
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Refund/Reimbursed

Aragon,S/1	50.67
Beaver,J/1	58.52
Bowers,C/1	67.76
Bryant,M/1	30.95
DeRuiter,K/1	32.93
Erom,C/1	24.76
Esperanza,A/1	31.29
GOODING,B/1	851.07
Great.Wstrn.Bnk/14	567.73
Harwood,C/1	24.70
Johnson,D/1	23.21
Keely,H/1	26.77
Kensler,T/1	32.65
Koch.Jr.,Mel/1	38.68
Lavender,C/1	68.01
Manship,A/1	21.78
Melgoza,V/1	49.52
Mendoza,B/1	41.18
Mendoza,R/1	125.00
Moreno,D/1	85.00
MORGAN,M/1	77.37
Odell,S/1	73.55
Perez,N/1	41.58
PettyCash/2	20.00
VanMeter,F/1	31.05
Warnell-Sanford/1	38.22
Witte,J/1	39.92
WOODRIDGE,R/1	135.89

Rents/Leases

A LOT.INVESTMEN/1	806.00
Ackley.Housing/5	944.00
ALCALA,R/1	188.00
AMES,STEVEN/19	5,684.00
Bahr,Larry/1	264.00
Barnes,L/1	295.00
BJ&J.LLC/2	451.00
BLOOD,A/2	688.00
Borota,K/1	340.00

Bill List for 07-13-2020

BOULDER.COOP.HS/5	1,159.00
Brodin,C/1	135.00
Brown,B/1	169.00
Bryngelson.Corp/1	643.00
Buckaroo.LLC/2	664.00
Burr,Robert/1	268.00
Charlier,Q/1	139.00
Chilton,M/1	450.00
CIRSI/8	898.00
CMHC.INVEST/1	251.00
CROSSER,R/1	125.00
Dj.Rentals.Coop/1	250.00
Double.D.Entrp/1	384.00
Eakin,R/1	182.00
ECKLOR,S/3	753.00
Elwayne.Inc./3	949.00
Etter, W/1	482.00
Eubanks,C/4	1,442.00
Fischel.Holding/2	509.00
Frazier,J/1	374.00
Frese.Propts/4	979.00
FRIEND,T/1	195.00
Friendly.Valley/4	551.00
Garcia,M/1	275.00
Gonzales,G/1	409.00
Gossard.Mobile/1	270.00
Grant.Park.LLC/19	4,979.00
Gray,D/1	550.00
Hala,J/3	875.00
HARRIS,T/1	324.00
Hatch,J/1	475.00
Hatch,R/5	1,696.00
Henricksen,H/1	267.00
HESSENIUS,R/2	286.00
Hilltop.Village/5	861.00
HOBSON,W/1	164.00
Hodges,K/1	365.00
Hsg.St.Cloud/1	818.00
HUBBARD.MAPLE/3	572.00
Ibarra,S/1	144.00
Iowa.PheasantAp/5	1,182.00
Jared,S/2	401.00
JB.I.COOP.Assn/4	897.00
JDL.Rental.Coop/1	845.00
Johnson,S/1	490.00
Judge,M/6	2,292.00
Klinefelter,R/1	450.00
Krogh,D/1	251.00
LAWSON,R/2	353.00
Lawthers.Prop.M/3	1,272.00
LUENSE,B/6	2,149.00
Marion.Manor2/1	559.00
MATNEY,L/1	263.00
Miller,P/1	148.00
Mtwn/Westown/19	3,788.00
MURPHY,P/1	191.00
NAUGHTON,R/1	825.00
Nelson,L/2	470.00
Nichols,T/1	318.00
North.Tama.Hsg/2	275.00
Oetker,D/4	834.00
Palisade.Holdng/1	137.00
Park.Elms,LLC/2	335.00
Pilot.Creek/1	175.00
Premier.RE.Mgmt/7	2,949.00
PYLE,D/2	540.00
RA.Rental.Prop/1	358.00

Raveling,K/1	325.00
RD.Toledo,LLP/2	903.00
Ream,AJ/1	531.00
Reed,T/8	2,429.00
River.Birch/4	790.00
River.Oaks/14	4,446.00
S.E.Invst/2	649.00
Schmidt,M/1	450.00
SCOTT,L/1	422.00
SESKER,R/1	186.00
Specht,D/1	522.00
Specht,G/1	255.00
Squire,B/1	228.00
Steelsmith,G/5	1,123.00
Stichter,R/1	229.00
Sunrise.Apt/2	138.00
Switzer,T/1	485.00
Tallcorn.Tower/18	4,331.00
Titus,T/2	493.00
TOWN.APARTMENT/3	291.00
TREVRON,LLC/1	347.00
TTLC.Hsg/2	374.00
VanVoorst,M/1	228.00
VC.Investment/6	1,236.00
VEST,L/1	48.00
Weatherly.Erin/3	1,076.00
Worent.Inc/1	258.00
ZA.Properties/2	772.00
ZMOLEK,M/1	253.00

Service/Repairs

Advance.Garage./1	1,190.00
Aponte,M/1	27.00
Arnold.Motor.Su/2	44.10
Atcher,R/1	3,060.00
Background.Inv./1	394.35
Belin,T/1	7.00
Brown,C/2	30,320.00
Century.Link/80	1,599.33
Chamber.Commerc/1	405.00
ConradTire/1	26.50
Danner,M/1	7.00
DANS.OVERHEAD.D/2	9,906.00
Dirt.to.Turf/3	2,055.00
FEAGAN,C/1	127.50
FIRSTNET.ATT/7	1,292.47
Gale-Hazen,E/1	45.00
Gale-Hazen,K/1	120.00
Great.Wstrn.Bnk/33	3,138.33
Grewell Lawn/1	1,285.00
Hartwig.Plmbg/1	144.00
Haus,K/1	31.00
Heart.of.Iowa/3	851.46
Hogeland.Auto.P/1	100.00
Hsg.St.Cloud/1	49.65
Ia.Div.Labor/2	200.00
Independent.Ins/1	5,336.84
ISWEP/1	4,345.00
Kiwanis.PM/1	825.00
LARRY'S.TOWING/1	15.00
Lexipol,LLC/1	14,376.00
M.I.A.L.G./1	350.00
Marco.Holdings/2	4,535.26
McAtee.Tire/6	278.32
Mediacom/1	348.83
Midwest.Radar/1	560.00
Mobotrex.Inc./1	4,800.00
Moran-Million,J/1	35.00

Bill List for 07-13-2020

ONE.SOURCE/1	15.00	WW.Grainger/3	419.92
Perkin.Elmer./1	6,104.00	Travel/Training	
PettyCash/5	7.21	I.L.E.A./2	8,563.00
PettyCash-Libry/1	14.04	ROSENBLUM,S/4	350.60
ROSENBLUM,S/1	480.00	Tejada,J/1	21.96
Salvation.Army/1	405.00	Utilities	
Scharnweber.Wtr/1	27.00	Alliant.Energy/33	38,225.91
Scharpenter,B/1	13.00	I.R.U.A./1	154.86
Serrano,A/1	6.00	Mtn.Wtrwrks/1	1,329.45
Smith,A/1	31.00	WoodRiver.Enrgy/2	1,037.81
Tri.State.Lock/1	60.00	Total/1119	2,393,039.51
Tuttle.Plmbg/2	2,430.21		
Verizon.Wireles/5	148.34		
Woodruff.Constr/1	16,209.86		
WW.Grainger/1	296.00		
Ziegler/2	5,742.56		
Supplies/Parts			
Acco.Unlimited/4	2,448.46		
Adland.Engrvg/3	622.55		
Arnold.Motor.Su/18	35.11		
Atlantic.Bottli/1	1,719.25		
BDH/10	2,911.87		
Bituminous.Mat/2	1,093.64		
Browns.Shoe.Fit/1	135.00		
Cessford.Constr/1	1,427.77		
City.Laundering/14	745.93		
Cntrl.IA.Distr/4	1,621.86		
Cntrl.IA.Machin/1	224.41		
Concrete/3	710.88		
Controlled.Acce/1	493.65		
Crop.Rite.Inc/1	543.60		
Dave.Wright.Bui/3	67.50		
Deluxe.Business/2	295.89		
Diamond.Vogel/6	8,141.60		
Ecologix/1	200.00		
Environ.Resourc/1	397.81		
Fastenal.Co/7	2,435.32		
FIRSTNET.ATT/1	831.40		
Galls.LLC/7	1,228.08		
Gillig.LLC/1	1,104.98		
Graphic.Edge/1	144.84		
Great.Wstrn.Bnk/164	29,410.00		
Hach.Co/2	3,362.93		
Hogan.Mfg/2	428.35		
HyVee.Accts/1	13.86		
Marco.Holdings/1	397.91		
Martin.Marietta/1	58.49		
McAtee.Tire/3	883.78		
Menards/3	27.95		
Midland.Concret/1	92.80		
Midland.Scienti/4	249.35		
Miracle.Recreat/1	1,270.61		
Napa.Auto/3	230.95		
Northern.Lights/4	1,901.37		
Nutrien.Ag.Sol/3	1,811.00		
PettyCash-Libry/2	5.48		
Racom.Corp/2	229.00		
Sandry.Fire.Sup/1	65.00		
Shetler,D/1	171.00		
Sho.Biz Inc/4	367.89		
STAPLES/1	107.98		
Thiesens.Supply/5	312.90		
Those.Ink.Guys/1	51.90		
Titan.Machinery/1	334.15		
Tri.State.Lock/2	78.00		
Vajgrt.R/1	249.95		
Witmer.Public.S/1	456.98		

GOAL 1: Expand and improve development in the community	Projected Completion	Notes
Objective 1: Support the Marshalltown Central Business District and development in Downtown		
Initiate Downtown design standards	6/30/2020	Bolton & Menk under contract; draft guidelines in process
Administer Catalyst Building grant program	4/11/2021	First contracts approved in January w/ additional funding of increased requests in May. Final allocations expected in Q3
Design and administer a program for the repair of shared walls	12/31/2021	IEDA loan secured; 3 contracts for work have been issued w/ additional projects to be identified
Initiate municipal infractions for MCBF properties with minimal to no repairs since the tornado	Ongoing	First initial hearings scheduled for July; issues with service on owners
Objective 2: Support and promote commercial and industrial development		
Continue development meetings and other meetings w/ project partners	Ongoing	X development meetings held
Partner with the Chamber Synchronist visits to meet with local business and industry	Ongoing	
Complete the rezoning of the Highway 14 Corridor	4/30/2020	On hold due to COVID-19
Apply for a BUILD grant for the Highway 14 Corridor Improvments	7/1/2020	BUILD grant app submitted by 5/18/20 deadline; award notices in September
Objective 3: Look at innovative ways to further enhance housing quality and quantity		
Review ordinance changes needed to allow for minimum dwelling size in residential zones	12/31/2020	
Partner with Habitat for Humanity on the Blitz Build and rebuilding of homes	Ongoing	Zoom meeting held in June to discuss the future of Habitat in Marshalltown
Partner with the Chamber of Commerce on the Marshalltown Housing Initiative	Ongoing	Council approved funding on 2/10; deadline pushed back due to COVID19
Identify vacant lots for housing redevelopment through D&D or tax certificates	Ongoing	Tax sale delayed; four 657A cases filed in Q2, with 1 title awarded to the City
Work with partners on the formation of a Community Development Corporation (CDC)/support L	Ongoing	Legislation did not pass in IA Legislature; R6 looking to facilitate planning

GOAL 1: Expand and improve development in the community	Projected Completion	Notes
Complete the Southridge Estates final plat	9/30/2020	Construct awarded bid for the work w/ change order for storm sewer improvement
Sell the available land in the Southridge Estates subdivision	12/31/2020	Five Star Real Estate representing the property; additional lot being created with part of Timber Creek Park parcel on east side of drive
Review and enhance incentives for in-fill development	12/31/2020	Included in Chamber work w/ McClure
Objective 4: Ensure appropriate infrastructure exists for all types of development		
Construct Phase 1 of East Merle Hibbs extension, including South 5th Avenue connection	12/31/2020	EMH bid awarded to Wenthold Excavating on 6/8; no discussion of S. 5th Ave due to COVID
Construct South 7th Avenue (Cross Country Estates subdivision)	8/31/2020	Bid awarded to Construct at 4/23 meeting
Construct the extension of Edgewood Street (Highway 14 Corridor recommendation)	12/31/2021	Follow-up items submitted to EDA; unknown timeline for a response on \$2.95M grant
Consider other infrastructure projects for development projects	Ongoing	Washington St bid awarded on 6/22; started a discussion with UnityPoint about a second public street for south campus

GOAL 2: Enhance Marshalltown's public image

Projected Completion

Notes

Objective 1: Eliminate blight throughout the community

Demolish 10 structures under the D&D program	12/31/2020	Demo bid for 6 structures awarded to Lansing Construction; 5 completed as of 6/30
Complete 51 projects under the HUD Lead Abatement grant program	12/31/2020	Contracts signed for 6 projects as of 6/30
Initiate cases for commercial property demolitions	Ongoing	Municipal infraction cases for 2 downtown properties filed in Q2
Create and hold a training with interested citizens on nuisance abatement	5/31/2020	Delayed until 12/31/20 due to COVID19; looking into app for citizen reporting

Objective 2: Design and construct capital projects which enhance the aesthetics of the community

Complete the renovation of the Veterans Memorial Coliseum	10/31/2020	Work continues; new reopening date is 2021
Complete the design of the Airport Terminal/Hangar project	9/30/2020	Design completed in Q1
Initiate construction of the Airport Terminal/Hangar	12/31/2020	Bids accepted and submitted to FAA in June; work cannot begin until October
Complete the installation of one monument entry sign as part of the Wayfinding Plan	12/31/2020	Awaiting response from DOT on purchase of ROW for south location
Implement other signage recommendations from the Wayfinding Master Plan	Ongoing	Nagle Signs fabricating all directional signage; Police and Fire Building sign; West End Park sign
Complete the railroad crossing safety improvements	12/31/2020	Project included in FY21 CIP; Council included project in 2020 borrowing public hearing
Engage a consultant to provide design and construction recommendations for projects in the MCBP which address recommendations in the Downtown Master Plan	7/30/2020	Project included in FY21 CIP; Council included project in 2020 borrowing public hearing
Design and install new banners for the viaducts	12/31/2020	Agreement w/ Amperage signed; initial concepts provided on 6/30

GOAL 2: Enhance Marshalltown's public image		Projected Completion	Notes
Complete a pocket park in the area between City Hall and the Coliseum	12/31/2020	Project included in FY21 CIP; Iowa Arts Council grant submitted and LOI for Rebuild Fund submitted	
Complete Phase 1 of the West End Park renovation	12/31/2020	Construction underway with Caliber Concrete	
Complete the FEMA project for street repairs/sidewalks in the tornado-damaged area	12/31/2020	Bid awarded to Construct at 5/11 meeting	
Work with Alliant Energy to replace damaged street lights and underground lines	12/31/2020	Council approved project at 5/26 meeting	
Complete the Anson Park Shelter renovation project	6/30/2021	Bids came in over budget; project on-hold	
Replace the bridge at Timber Creek Park	6/30/2021	Bid awarded at 5/11 meeting	
Replace the parking lots at the MSA complex	6/30/2022	Project included in FY21 CIP; Council included project in 2020 borrowing public hearing	
Renovate the parking lot at 1st and Church Street	12/31/2020	Project put out to bid and public hearing held in May; bids due in early July	
Objective 3: Improve communication of City programs and initiatives			
Provide the Citizens Police Academy	5/30/2020	Cancelled due to COVID-19	
Provide the Citizens Fire Academy	9/30/2020	Cancelled due to COVID-19	
Update and hold Budgeting 101 info meetings	11/30/2020		
Implement a communications plan for City positive stories	Ongoing	Website/FB used for positive stories on city projects	
Develop and implement a public campaign for stormwater education	12/31/2020		
Bring forth a proposal for a community-wide Citizen Survey	6/30/2020	Delayed due to COVID; discussions with other community orgs did not occur	
Objective 4: Support public relations and marketing of Marshalltown			
Support Vision Marshalltown's community pride campaign	Ongoing	New tagline and logo released on 6/30	
Support the marketing of the community through the Chamber of Commerce	Ongoing		
Utilize community tagline and "bug" in City communications/promotions	Ongoing	Recommendations for implementation will occur in Q3	

GOAL 3: Continually improve the City's organization & services	Projected Completion	Notes
Objective 1: Review policies, procedures, and ordinances for updates		
Adopt updates to City personnel policies	7/30/2020	COVID19 specific policies apopted
Issue an RFP for the rewriting of the City's zoning ordinance	6/30/2020	Requires further discussion on funding
Rewrite the Emergency Operations Plan	3/31/2020	Council adopted new EOP/ESFs at 5/11 meeting
Review current odor standards in the nuisance code for enforcement	5/31/2020	Legal advice sought; future Council discussion needed to determine enforcement level
Develop and implement a process for execution of the strategic plan	3/31/2020	Process drafted but not on agenda for discussion due to COVID19
Review the role of and need for a Human Rights Commission	12/31/2020	
Compile and review mandatory and discretionary functions of the City	12/31/2020	
Conduct stormwater and sanitary sewer rate studies	9/30/2020	RFP issued for sanitary rate study in Feb; contract issued to HR Green/DA Davidson
Recognize volunteer board and commission members for years of service milestones	2/29/2020	Recognition event held in Feb.
Objective 2: Develop comprehensive plans for City infrastructure and improvements		
Continue an annual Street Improvement Plan	Ongoing	
Discuss the desire to complete the 12th Avenue sidewalk gap project	6/30/2020	Council decision on 6/22 to move forward with the project; additional approvals to occur in Q3
Close out all property insurance claims on tornado-damaged buildings	6/30/2020	All reimbursements for FY20 not compiled and submitted
Complete the sidewalk gap projects near Fisher and Anson Elementary Schools	12/31/2020	
Fund and construct an addition to the Marshalltown Public Library	12/31/2021	Project on hold due to COVID-19
Replace sections of trail with the highest condition issue rating per the ADA plan	12/31/2020	ADA Plan accepted in Q1; Parks & Rec planning repairs
Track the compliance with the ADA Transition Plan	Ongoing	ADA Plan accepted in Q1
Complete security and building updates at City Hall/Carnegie Buildings	12/31/2020	Secured vestibules created as part of COVID reopening; additional work to occur in Q3, Q4
Assess the Public Works Facility for safety and security enhancements	6/30/2020	Initial discussion was had as to key card access system, but it was not spec'ed or ordered
Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce		
Continue annual training days on Veteran's Day and Presidents Day	Ongoing	President's Day 2020 was training day
Consider an RFP for an Employee Survey	8/31/2020	

GOAL 3: Continually improve the City's organization & services		Projected Completion	Notes
Continue monthly Safety Committee meetings		Ongoing	On hold due to COVID19
Re-initiate the 30 minute mini-trainings for staff		Ongoing	
Review the non-bargaining wage scale and comparable city data		12/31/2020	
Review elected official wages with comparable city data		3/31/2020	Ordinance third reading was approved at 4/27 meeting; will be in effect as of January 1, 2022
Objective 4: Review existing functions and finances for efficiencies			
Complete long term financial projections for the General Fund revenues and expenditures		11/30/2020	
Convene a discussion on recreation programming in Marshalltown		6/30/2020	On hold due to COVID, delays in Coliseum
Submit all necessary documents for the FEMA reimbursement process		Ongoing	P4 closeout forms submitted for most tornado projects; new FEMA claim opened for COVID19
Review City fees and charges		12/31/2020	Council reviewed fee increase requests/new fees at 6/8 meeting and approved at 6/22 meeting
Complete a LEAN process improvement review of the building permit process		12/31/2020	
Identify at least 2 departmental processes to review for process improvement		Ongoing	Rental registration process changes occurred for 2020 billing; process will move into the financial software for 2021

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

Projected
Completion

Notes

Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community

Install sculpture at the Police and Fire Building	6/30/2020	Request to extend the install date to 12/31/20 by the artist
Discuss public art as part of the Airport Terminal project	9/30/2020	
Discuss public art as part of the Veterans Memorial Coliseum Renovation	6/30/2020	Sidewalk art project in FY21 CIP with funding being pursued; no other conversations held due to project overages
Discuss public art as part of the 3rd Ave/Highway 14 resurfacing project	6/30/2021	
Discuss a process for a public art project in the City Council Chambers	12/31/2020	
Discuss public art as part of the Library addition	3/31/2021	
Support the creation of a mural program	Ongoing	
Consider the creation of a City Public Art Master Plan	9/30/2020	
Consider a policy with a set-aside for public art in City projects	12/31/2020	

Objective 2: Partner with Trails Inc. on trail-related initiatives

Paint sharrows and bike symbols on designated routes	8/31/2020	Repainting of sharrows and symbols occurring throughout the City
Assist Trails Inc. with plan development	Ongoing	
Promote the fundraising efforts of Trails Inc.	Ongoing	
Support the implementation of the Placemaking Master Plan for the River's Edge Trail	Ongoing	Plan accepted by City in Jan.

Objective 3: Work with other entities on partnerships which benefit the community

Continue participation on Vision Marshalltown Aesthetics sub-committee	Ongoing	
Work with the County Treasurer's office to claim County-held tax certificates	Ongoing	
Continue to participate and support the Long Term Recovery Committee	Ongoing	Long Term Recovery has been restructured with no City member on the Board
Coordinate and work with partners to ensure an accurate 2020 Census	Ongoing	Census response news items distributed to increase the response rate

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

	Projected Completion	Notes
Create a community event trailer	9/30/2020	Project in FY21 CIP
		Council approved 28E for project on 3/23; Council included in upcoming 2020 borrowing public hearing
Contribute to the rebuilding of the tennis courts at the high school	6/30/2021	
Participate in the Welcoming America initiative through the YMCA	Ongoing	
Coordinate/participate in a community coalition to address mental health/substance abuse issues	11/30/2020	
Objective 4: Use legislative resources to affect positive change for the City		
Attend League of Cities or other state or local association legislative events	Ongoing	CA attended ILOC Board Legis event in Feb
Regularly contact state and federal legislators with updates	Ongoing	

**RESOLUTION AMENDING A CONTRACT WITH FRANK SWANSON FOR
“SYMBIOSIS” PUBLIC ART PROJECT AT THE POLICE AND FIRE BUILDING**

WHEREAS, the City of Marshalltown and the Marshalltown Public Art Committee (MPAC) worked together to put out a call for artists for a public art project at the Police and Fire Building with a budget not-to-exceed \$50,000; and

WHEREAS, through a call for artists and public input process, Frank Swanson and his creation “Symbiosis” was selected as the public art project, approved on Resolution 2019-268 on October 28, 2019; and

WHEREAS, COVID-19 has caused a delay in the installation of Symbiosis, with Swanson requesting additional time to travel to Marshalltown with the project;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement amending the date of installation and the payment terms for the commission of Symbiosis by Frank Swanson is hereby approved.

Passed this 13th day of July, 2020 and signed this ____ day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

CONTRACT for the Marshalltown Police & Fire Building Public Art Project
Final Commission with Frank Swanson

THIS AGREEMENT, made and entered into by, and between, the **City of Marshalltown (City) on behalf of the Marshall County Arts & Culture Alliance (Alliance)** and the artist, **Frank Swanson (Artist)**.

The sum of fifty thousand dollars (\$50,000.00) is payable to the artist, upon accepting the invitation as the finalist for public art “Symbiosis” (the Work) at the new Police & Fire Building, for various items of work as follows:

The Artist Agrees to:

1. Fabricate and install the Work based on the design presented to the Selection Committee on September 1st, 2019, with any necessary changes mutually agreed to in writing by the City, Alliance and the Artist, as part of the final design review to be accomplished by January 31st, 2020.
 - a. Review will include all necessary foundations, concrete work, electrical service to site, in-ground lighting, on-site electrical terminations and above ground structural illuminated surround, etc.
2. Assure City and Alliance that the Work is solely the result of the artistic efforts of the Artist and is free and clear of any liens from any source whatsoever.
3. Provide a schedule and installation plan for written approval, written progress reports and put in writing a mutually agreed upon installation date.
4. Accept a \$50,000 commission as full payment for the creation of the artwork which includes all artist fees, overhead, operating costs, fabrication, materials, shipping, insurance (general liability, auto-mobile), travel expenses and any installation costs that are not specified in writing as being the responsibility of the City and Alliance.
5. Carry general commercial liability insurance of one million dollars through installation naming the City as additional insurer.
6. Complete and install artwork by **December 31st, 2020** and report to the City and Alliance in writing when all the services have been completed.
7. Accept responsibility for loss or damage to the Work prior to final acceptance. “Final Acceptance” will be within 14 days of completion of installation and will not be unreasonably withheld.
8. Provide necessary instructions for maintenance and preservation of the Work and guarantee the Work delivered is free of defects in materials and workmanship.
9. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. Seq., and all other rights in and to the Art Work, except ownership and possession as such rights are limited by this Section 10.1 - In View of the intention that the Art Work is in its final dimensions shall be unique, the Artist agrees that the Art Work is original work and is not created, owned or copyrighted by any third party, does not violate any right of any person or entity, and is not libelous or otherwise unlawful in any respect whatsoever. The Artist grants permission to others to do so except with the written permission of the Owner. The artist grants to the owner and it assigns as irrevocable royalty-free license to make two dimensional reproductions of the Art

Work for educational, promotional, commercial and/or museum purposes, including but not limited to promotional displays, development projects, reproductions, photographs or models to be used for the purposes of advertising, calendars, posters, brochures, media, publicity, catalogues, and development projects or other similar activities, provided that these rights are exercised in a professional manner. 10.2 - Notice all reproductions by the Owner shall contain a credit to the artist and a copyright notice substantially in the following form: @ [Artist Name], date of publication. 10.3 Credit to Owner - The Artist shall use best efforts to give a credit reading substantially, "an original art work owned and commissioned by the City of Marshalltown" in any public showing under the Artists control of reproductions of the Art Work. 10.4 Registration - The artist shall cause to be registered with the United States Register of Copyrights, a copyright of the Art Work in the Artist's name.

The City of Marshalltown and MPAC Agrees to:

1. Pay the artist \$50,000 to design, deliver and install the Work as full compensation.
2. Make payment to the Artist in the following installments:
 - a. 50% upon the signing of this contract; \$25,000
 - b. 25% upon completion of artwork; \$12,500
 - c. Remaining 25% upon "Final Acceptance"; \$12,500
3. Accept title to the Work when finally completed.
4. Approve final design as presented to the Selection Committee on September 1st, 2019, with any necessary changes mutually agreed to in writing by the City, Alliance and the Artist, as part of the final design review to be accomplished by January, 31st 2020.
5. Provide and secure specific site for installation on the grounds of the new Police & Fire Building located at 902 S 2nd Street (to be determined).
6. Sign off on schedule and installation plan and provide a facilitator for the installation process.
7. Notify the Artist in writing of its final acceptance of the Work. "Final Acceptance" will be within 14 days of completion of installation and will not be unreasonably withheld.
8. Install, at its expense, a plaque at the site identifying the Artist, title of the Work, and the year of completion.
9. Not relocate the Work without consulting the Artist.

This contract for the above work is to be completed on or before **December 31st, 2020.**

City of Marshalltown | Marshalltown, IA
c/o The Marshall County Arts & Culture Alliance

Artist

Name (print) _____

Name (print) _____

Name (sign) _____

Name (sign) _____

Title _____

Title _____

Date _____

Date _____

Marshalltown Public Art Committee a program of the Marshall County Arts & Culture Alliance
PO BOX 386 | Marshalltown, IA | 50158
director@artsandculturealliance.org | 641-752-2787 | www.artsandculturealliance.org

RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE
AND SNOW CONTROL FOR THE 2020-2021 FISCAL YEAR IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$76.51 PER TON

WHEREAS the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2020-2021 fiscal year, therefore,

WHEREAS Hutchinson Salt Co., submitted a low bid of \$76.51 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
Hutchinson Salt Company Baxter Springs, KS	\$76.51
Central Salt, LLC Lyons, KS	\$77.00
Cargill, Inc. North Olmsted, Ohio	\$77.35
Independent Salt Company Kanopolis, Kansas	\$77.50
Johnson Feed Inc. Canton, SD	\$78.23

After consideration of all bids filed, it was determined by the Council that the bid of Hutchinson Salt Co. is the best and lowest responsible bid as is herein outlined.

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

That the bid of Hutchinson Salt Co. for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$76.51 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 13th day of July 2020, and signed this ____ day of July 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158

DEPARTMENT OF PUBLIC WORKS

6-22-2020

REQUEST FOR BULK SALT BID 2020

The City of Marshalltown, Street Division is requesting formal bids for road salt. Bids shall be expressed in price per ton delivered to our storage facility at 905 E Main Street, Marshalltown, Iowa. We require that all rock salt bids be based upon the specifications for the chemical and physical requirements of Type I, Grade I Rock Salt as set out in D632-01 ASTM Standards. Rock salt which does not comply with these requirements will be rejected. Considerations will be given for past performance in product delivery and availability. Our estimated purchase amount shall be 2,000 tons.

Bids should be sent to:

Rick Legg
905 East Main Street
Marshalltown, Iowa 50158.

Bids must be received by Friday, July 3rd 2020 @ 10:00 A.M.
For more information, call: 641-754-5746

Thank you,

Rick Legg
Street Superintendent
City of Marshalltown, IA

FORMAL BID

Company Name Central Salt, LLC

Address 1420 State Hwy 14, Lyons, KS 67554

Price per ton: \$77.00 (NO DELIVERIES BY RAIL-TRUCKS ONLY)

Signature

A handwritten signature in cursive script that reads 'Stephanie Murphy'.

Stephanie Murphy, Business Manager

Date 07/02/2020



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158

DEPARTMENT OF PUBLIC WORKS

6-22-2020

REQUEST FOR BULK SALT BID 2020

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Bids should be sent to:

Rick Legg
905 East Main Street
Marshalltown, Iowa 50158.

Bids must be received by Friday, July 3rd 2020 @ 10:00 A.M.
For more information, call: 641-754-5746

Thank you,

Rick Legg
Street Superintendent
City of Marshalltown, IA

FORMAL BID

Company Name Cargill, Incorporated – Salt, Road Safety

Address 24950 Country Club Blvd. Suite 450, North Olmsted, Ohio 44070

Price per ton: \$77.35 (NO DELIVERIES BY RAIL-TRUCKS ONLY)

Signature Lori Davidson

Date 6/30/2020



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158

DEPARTMENT OF PUBLIC WORKS

6-22-2020

REQUEST FOR BULK SALT BID 2020

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Rick Legg
905 East Main Street
Marshalltown, Iowa 50158.

Bids must be received by Friday, July 3rd 2020 @ 10:00 A.M.
For more information, call: 641-754-5746

Thank you,

Rick Legg
Street Superintendent
City of Marshalltown, IA

FORMAL BID

Company Name Independent Salt Co.
Address 1126 20th Rd Kanopolis, KS 67454
Price per ton: 77.50 (NO DELIVERIES BY RAIL-TRUCKS ONLY)

Signature

A handwritten signature in black ink, appearing to read "Chris Tully", written over a horizontal line.

Date

7/3/20



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158

DEPARTMENT OF PUBLIC WORKS

6-22-2020

REQUEST FOR BULK SALT BID 2020

The City of Marshalltown, Street Division is requesting formal bids for road salt. Bids shall be expressed in price per ton delivered to our storage facility at 905 E Main Street, Marshalltown, Iowa. We require that all rock salt bids be based upon the specifications for the chemical and physical requirements of Type I, Grade I Rock Salt as set out in D632-01 ASTM Standards. Rock salt which does not comply with these requirements will be rejected. Considerations will be given for past performance in product delivery and availability. Our estimated purchase amount shall be 2,000 tons.

Bids should be sent to:

Rick Legg
905 East Main Street
Marshalltown, Iowa 50158.

Bids must be received by Friday, July 3rd 2020 @ 10:00 A.M.
For more information, call: 641-754-5746

Thank you,

Rick Legg
Street Superintendent
City of Marshalltown, IA

FORMAL BID

Company Name Hutchinson Salt Company

Address 136 West 12th Baxter Springs, KS. 66713

Price per ton: 76.51 (NO DELIVERIES BY RAIL-TRUCKS ONLY)

Signature Andy Bingham Date 7-6-20

FORMAL BID

Company Name Johnson Feed INC

Address 305 W. Industrial Rd. Canton SD 57013

Price per ton: \$78 $\frac{23}{00}$ (NO DELIVERIES BY RAIL-TRUCKS ONLY)

Signature

Patrick Amundson

Date 06-25-20

**RESOLUTION TO APPROVE THE CODE BUILDING UPGRADE AND FAÇADE
GRANT APPLICATIONS FOR
201 E. MAIN STREET, MARSHALLTOWN, IOWA**

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

WHEREAS, the Downtown Incentive Grant Committee has received an application for 201 E. Main St., which is owned by Marshalltown Senior Residences LLC, for a sprinkler system and for brick cleaning, tuckpointing, preservation, lighting, windows and doors on the north side (main entrance), south side and west side of the building; and

WHEREAS, the property owners or business tenants who will make at least \$5,000 in qualifying improvements for City code upgrade expenses are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$20,000, whichever is less; and

WHEREAS, the owner has provided an estimate for a sprinkler system of \$103,580 so 25% would be \$25,895; therefore, only the maximum of \$20,000 is eligible for the Code Building Upgrade grant; and

WHEREAS, the property owner(s) or business tenant(s) who will make at least \$5,000 in qualifying improvements/façade work are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$8,500 for a 1 story structure or \$12,500 if it also relates to upper story improvements, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of \$47,250 on the north side so 25% would be \$11,812.50 (maximum allowed for main entrance side is \$12,500, so only \$11,812.50 is approved for the north side of the building); and

WHEREAS, the owner has provided an estimate of construction costs of \$39,850 on the south side so 25% would be \$9,962.50 (maximum allowed for non-main entrance side is \$8,500, so only \$8,500 is approved for the south side of the building); and

WHEREAS, the owner has provided an estimate of construction costs of \$34,384 on the west side so 25% would be \$8,596 (maximum allowed for non-main entrance side is \$8,500, so only \$8,500 is approved for the west side of the building); and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve up to \$20,000 for the code building upgrade grant and \$28,812.50 for the façade grant for the reimbursement to Marshalltown Senior Residences LLC for the sprinklers and facade improvements at 201 E. Main Street.

PASSED this 13th day of July, 2020, and signed this ____ day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

July 1, 2020

Dear Mayor and Councilors,

I am writing to submit an Incentive Grant request for both City Code Upgrade, and Façade for the Marshalltown Senior Living Residences located at 201 E. Main Street. The Marshalltown Senior Living Residences' building was a casualty of the July 2018 tornado which demolished the 4th floor of the building. Marshalltown Senior Living is currently working on the rehab of the building which includes an entire removal then rebuild of the interior, with the 4th floor being reconstructed. The historic building will receive a face lift with its brick being cleaned and tuck pointed. The cornice will also be repaired and replaced in some areas. Marshalltown Senior Living's work is detailed in the attached packets.

The Downtown Incentive Committee held discussions on June 29th. The request is as follows:

City Code Upgrade:

Sprinkler System $\$103,580.00 \times 25\% = \$25,895$

Since the maximum for City Code upgrade is \$20,000, the *grant request is \$20,000*

Façade Request:

Main Entrance/North Side

Brick Cleaning & Tuckpointing \$17,750.00

Preservation (Cornice) \$25,000.00

Window & Door Repair \$4,500.00

North Total \$47,250.00 x 25% reimbursement = \$11,812.50

Maximum request for main entrance is \$12,500, therefore the *grant request is \$11,812.50*

South Side

Brick Cleaning & Tuckpointing \$21,250.00

Exterior Lighting \$ 500.00

Window & Door \$18,100.00

South Total \$39,850.00 x 25% reimbursement = \$9,962.50

Since the maximum for non-main entrance is \$8,500, the *grant request is \$8,500*

West Side

Brick Cleaning & Tuckpointing \$10,684.00

Preservation (Cornice) \$ 5,000.00

Windows \$18,700.00

West Total \$34,384.00 x 25% reimbursement = \$8,596.00

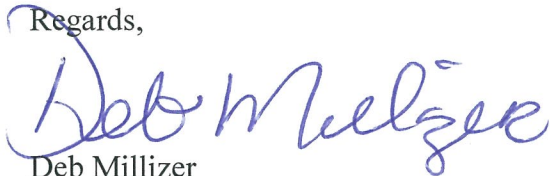
Since the maximum for non-main entrance is \$8,500, the *grant request is \$8,500*

<i>Total of City Code Upgrade Request</i>	<i>\$20,000.00</i>
<i>Total of Façade Grant Request</i>	<i>\$28,812.50</i>
<i>Grand Total of Requests</i>	<i>\$48,812.50</i>

This request complies with the Incentive Grant guidelines for both City Code Upgrade and Façade. Committee members Doug Husak, Joe Roenfeldt, Diana Steiner and Deb Millizer approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,



Deb Millizer
Executive Director
Marshalltown Central Business District

City Code Building Upgrade Grant Application

Amended Application

Property Information:

Address: 201 Ee. Main Marshalltown
 Current Tenant (Business Name): Marshalltown Senior Residences
 Use: Housing Zoning: _____

Applicant Information:

Name of Applicant: Marshalltown Senior Residences LLC
 Mailing Address: 3965 W. 83rd St. Apt 273 Prairie Village KS
 Phone: 913-671-3305 Fax: 913-671-3301 Cell: 666-5008
Street City, State Zip

Owner Information (If different from applicant information):

Name of Applicant: Same
 Mailing Address: _____
Street City, State Zip
 Phone: _____ Fax: _____ Cell: _____

Proposed use of funds City Code Expense (Check all that apply)

Est. Cost	Est. Cost
☒ Sprinkler Systems	\$ <u>103,580.00</u>
☐ Fire Alarms	\$ _____
☐ Exit Doors	\$ _____
☐ Windows	\$ _____
_____	\$ _____
_____	\$ _____
Total estimated cost	\$ <u>103,580.00</u>
Grant amount requested	\$ <u>20,000</u>

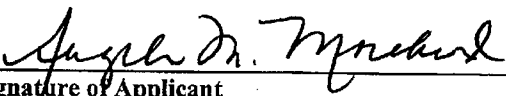
Note: Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

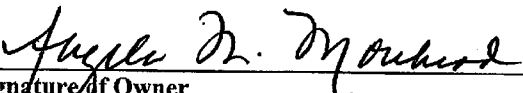
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I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive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

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

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


Signature of Applicant 5/31/2020
Date


Signature of Owner 5/31/2020
Date

Return to:
Marshalltown Central Business District, Debbie Millizer, Director
16 E Main St, Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

**Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.**

**Marshalltown Central Business District/City
City Code Building Upgrade Grant Application**

May 11, 2020

Marshalltown Senior Residences
201 E Main St
Marshalltown, IA 50158

To whom it may concern,

Construction Technologies, LLC is overseeing the rehabilitation and repair of the Marshalltown Senior Residences building in Marshalltown, IA. Below is a brief description and associated cost estimate for some of the individual scopes of work taking place with the project.

 Fire Sprinkler System

*City Code Upgrade
Grant Request*

There is an existing fire sprinkler system in the building. The main pipes are being inspected and repaired as needed. New branch lines are being installed with new sprinkler heads to align with the new ceiling work. All testing and inspections will take place to ensure compliance with current building codes.

Estimated cost: \$103,580.00

Fire Alarm

We will be installing a new fire alarm system with new panel and devices. We will be testing existing wiring to reuse or repair as needed.

Estimated cost: \$12,800.00

Exit Doors

We will be retaining the existing exit doors to the building. We will be replacing door hardware, painting and refurbishing the north historic entrance to working condition.

Estimated cost: \$3,000.00

Windows

We will be replacing all broken glass in existing windows. We will be installing new windows in openings where windows are missing or un-repairable. We will be painting all windows along with caulking and glazing for a weather tight seal.

Estimated cost: \$75,000.00

Please let us know if you have any additional questions.

Sincerely,

Brian Hall
Project Manager
Construction Technologies, LLC

Unfunded
Application ①

Marshalltown Central Business District

Façade Grant Application

Main Entrance
North Side

Property Information:

Address: 201 Ee Main Marshalltown
Current Tenant (Business Name): Marshalltown Senior Residences
Use: Housing Zoning: _____

Applicant Information:

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
Name of Applicant: Marshalltown Senior Residences LLC
Mailing Address: 3905 W 83rd Suite 273, Prairie Village, KS
Street City, State Zip
Phone: 913-673-3363 Fax: 913-671-3301 Cell: _____

Owner Information (If different from applicant information):

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
Legal Name of Owner: _____
Mailing Address: _____
Street City, State Zip
Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$ _____
☐ Awning with façade project	\$ _____
☒ Brick cleaning and tuckpointing	\$ <u>17,750.00</u>
☐ Exterior lighting	\$ _____
☐ Painting of exterior surface	\$ _____
☒ Preservation of architectural elements <u>Cornice</u>	\$ <u>25,000</u>
☐ Removal of inappropriate elements	\$ _____
☐ Signage	\$ _____
☐ Storefront rehabilitation/restoration	\$ _____
☒ Window and/or door repair	\$ <u>4,500</u>
☐ Other; explain _____	\$ _____

Total estimated cost \$ 47,250

Grant amount requested \$ 11,812.50

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien

Amended
Application ②

Marshalltown Central Business District

Façade Grant Application

South Side

Property Information:

Address: 201 E. Main

Current Tenant (Business Name): Marshalltown Senior Residences

Use: Housing

Zoning: _____

Applicant Information:

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Name of Applicant: Marshalltown Senior Residences LLC

Mailing Address: 3965 W 83rd St, Suite 212, Prairie Village KS 66208

Phone: 913-673-3363 Fax: 913-671-3301 Cell: _____

Owner Information (If different from applicant information):

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Legal Name of Owner: _____

Mailing Address: _____

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$ _____
☐ Awning with façade project	\$ _____
☒ Brick cleaning and tuckpointing	\$ 21,250.00
☒ Exterior lighting	\$ 500.00
☐ Painting of exterior surface	\$ _____
☐ Preservation of architectural elements	\$ _____
☐ Removal of inappropriate elements	\$ _____
☐ Signage	\$ _____
☐ Storefront rehabilitation/restoration	\$ _____
☒ Window and/or door repair	\$ 18,100
☐ Other; explain _____	\$ _____

Total estimated cost

39,850

Grant amount requested

\$ 8,500

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien

Unended
Application

Marshalltown Central Business District

Façade Grant Application

West Side

Property Information:

Address: 201 E. Main
Current Tenant (Business Name): Marshalltown Senior Residences
Use: Housing Zoning: _____

Applicant Information:

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
Name of Applicant: Marshalltown Senior Residences LLC
Mailing Address: 3965 W. 83rd Suite 213, Prairie Village KS 66288
Street City State Zip
Phone: 913-673-3363 Fax: 913-671-3301 Cell: _____

Owner Information (If different from applicant information):

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
Legal Name of Owner: _____
Mailing Address: _____
Street City State Zip
Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$ _____
☐ Awning with façade project	\$ _____
☒ Brick cleaning and tuckpointing	\$ <u>10,684.00</u>
☐ Exterior lighting	\$ _____
☐ Painting of exterior surface	\$ _____
☒ Preservation of architectural elements <u>Cornice</u>	\$ <u>5,000.00</u>
☐ Removal of inappropriate elements	\$ _____
☐ Signage	\$ _____
☐ Storefront rehabilitation/restoration	\$ _____
☒ Window and/or door repair <u>Sash & Sill / New Windows</u>	\$ <u>18,700.00</u>
☐ Other; explain <u>on 4th Floor</u>	\$ _____
Total estimated cost	\$ <u>34,384.00</u>
Grant amount requested	\$ <u>8,500.00</u>

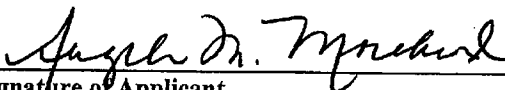
Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien

Note: Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

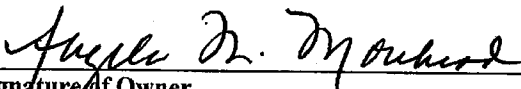
I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/City representatives to make all reasonable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

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

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


Signature of Applicant

5/31/2020
Date


Signature of Owner

5/31/2020
Date

Return to:
Marshalltown Central Business District, Debbie Millizer, Director
16 E Main St, Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

**Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.**

**Marshalltown Central Business District/City
City Code Building Upgrade Grant Application**



June 10, 2020

Marshalltown Senior Residences
201 E Main St
Marshalltown, IA 50158

To whom it may concern,

Construction Technologies, LLC is overseeing the rehabilitation and repair of the Marshalltown Senior Residences building in Marshalltown, IA. Below is the checklist for exterior work to take place and the associated cost estimate for the individual items.

Proposed use of funds (Check all that apply)	Est. Cost
☐ Awning _____	\$ _____
☐ Awning with façade project _____	\$ _____
☒ Brick cleaning and tuckpointing _____	\$ 100,000.00
☒ Exterior lighting _____	\$ 500.00
☐ Painting of exterior surface _____	\$ _____
☐ Preservation of architectural elements _____	\$ _____
☐ Removal of inappropriate elements _____	\$ _____
☐ Signage _____	\$ _____
☐ Storefront rehabilitation/restoration _____	\$ _____
☒ Window and/or door repair _____	\$75,000.00
☒ Other; explain _____ Cornice replacement _____	\$30,000.00

Total estimated cost \$205,500.00

Grant amount requested \$ _____

Low Interest Loan amount requested \$ _____

(Low Interest Loan Available with Participating Banks – See overview)

Cost Breakdown per side

North side, front of building

Amended Application 1

- ~~1~~ 1) Cornice work: \$25,000.00
- ~~2~~ 2) Brick repair, tuckpointing: \$14,750.00
- ~~3~~ 3) Brick cleaning, sealing: \$3,000.00
- ~~4~~ 4) Window, Door: \$4,500.00

West side, street side of building

Amended Application 3

- 5) Cornice work: \$5,000.00
- 6) Brick repair, tuckpointing: \$7,684.00
- 7) Brick cleaning, sealing: \$3,000.00
- 8) Window: \$39,700.00
 - a. Glass replacement: \$21,000.00
 - b. Sash and sill repair: \$14,300.00
 - c. New on 4th floor: \$4,400.00

South side, back of building

Amended Application 2

- ~~9~~ 9) Brick repair, tuckpointing: \$18,250.00
- ~~10~~ 10) Brick cleaning, sealing: \$3,000.00
- ~~11~~ 11) Window, Door: \$30,800
 - a. Glass replacement: \$12,700.00
 - b. Sash and sill repair: \$9,200.00
 - c. New on 4th floor: \$6,600.00

d. Door: \$2,300.00

12) Light fixtures: \$500.00

East side, non-street side of building

13) Brick repair, tuckpointing: \$47,316.00

14) Brick cleaning, sealing: \$3,000.00

15) Window, Door: no work

Please let us know if you have any additional questions.

Sincerely,

Brian Hall
Project Manager
Construction Technologies, LLC

Façade Improvement Program Grant Application

City of Marshalltown, IA

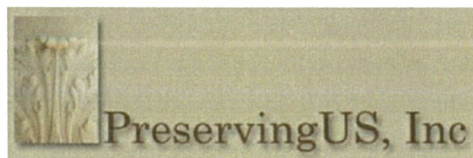


For

Marshalltown Senior Residences

201 E. Main Street

By



Preserving US, Inc.
Angela Morehead, Executive Director
3965 W. 83rd St, Ste. 273
Prairie Village, KS 66208
913.671.3365 | amorehead@preservingus.org



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

Checklist of Façade Improvement Program Application Items:

Please complete application process in the order listed below:

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

- ☒ Three (3) drawings of the proposed work (to scale).
 - Iowa Main Street can provide free architectural drawings to Marshalltown Central Business District located within the district. Contact the MCBD for design request.
- ☒ Brief narrative description of the project.
- ☒ Picture(s) of façade and particular area(s) to be enhanced.
- ☒ One (1) original completed façade improvement program application form.
- ☐ See City Zoning Office - City Site Plan Review Board – Signature of City Staff

Approved _____ Not Applicable _____

- ☒ One (1) contractor's estimate.
 - Estimate must include only the work proposed for the façade.
 - The estimate must include a brief description and methodology of the work to be done (include drawings if necessary), it can not simply be a list of items.
 - Contractor resume of prior experience.
- ☒ City Building Permit – Signature of Building Inspector _____
- ☐ Color/material samples, if requested by the MCBD.
- ☒ Required signatures
 - Signature of owner is required, if the applicant is not the owner.
- ☐ Meet with MCBD, Main Street Downtown Incentive Committee to review application.
- ☐ The Downtown Incentive Committee will recommend approval or disapproval to the City Council – request is subject to approval by the City Council.

Project Narrative:

Marshalltown Senior Residences, located at 201 E. Main Street in Marshalltown, IA, will be the restoration of 28 units of affordable housing for seniors in a building of historical significance. The building is centrally located in Marshalltown's Downtown Business District. However, all units were taken offline due to extensive damage caused by the July 2018 tornado. Repair efforts are already underway. The reconstruction of the building is currently providing 45 direct construction jobs, and 12 indirect construction jobs, as well as a property manager and maintenance staff which represent two permanent positions.



Northern facing façade



Northern facing façade



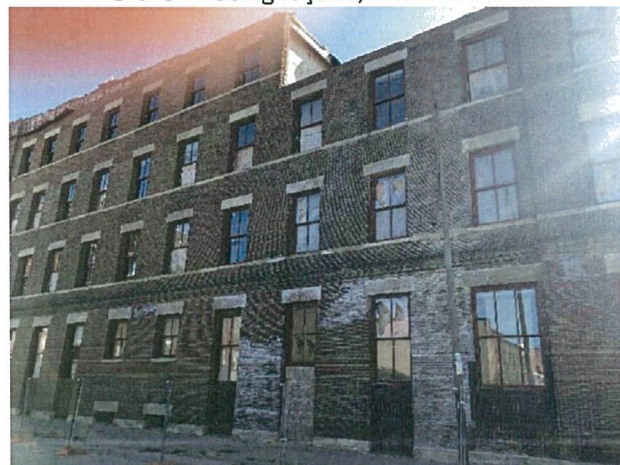
Northern facing façade detail



Northern facing façade, Front Entrance



Western facing façade, looking south



Western facing faced, looking north



Western facing façade, NW cornice detail



Eastern facing façade, SE cornice detail



Eastern facing façade, looking west



Fractured window panes



Western facing façade, SW cornice detail



Fourth floor damage



Fourth floor damage



Western facing facade



Northern facing facade



Northern facing façade, top corner detail



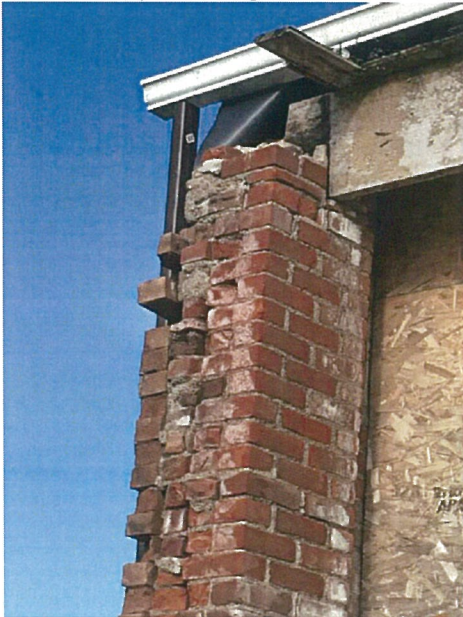
Window damage along Main Street



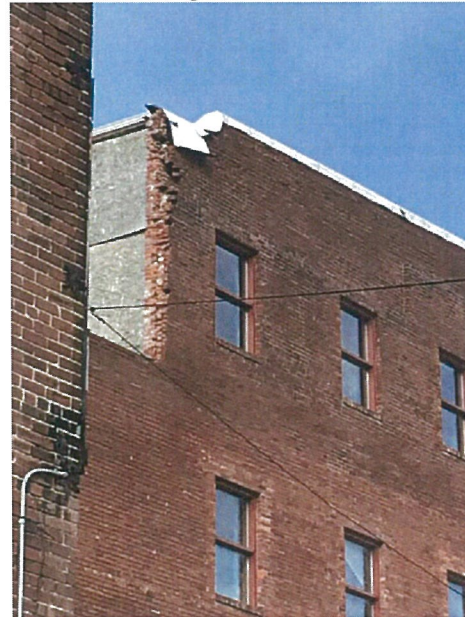
Full façade along Main Street



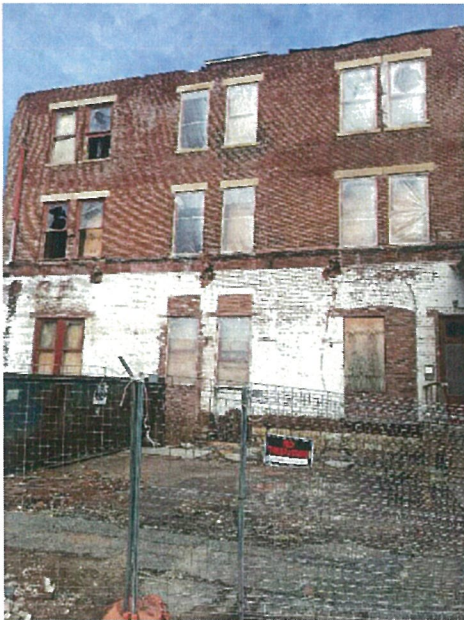
Damage remediation



Brick damage



Brick buttress damage



Southern facing façade



Western facing façade, along E. 2nd Street



Fourth Floor damage detail



Fourth floor damage



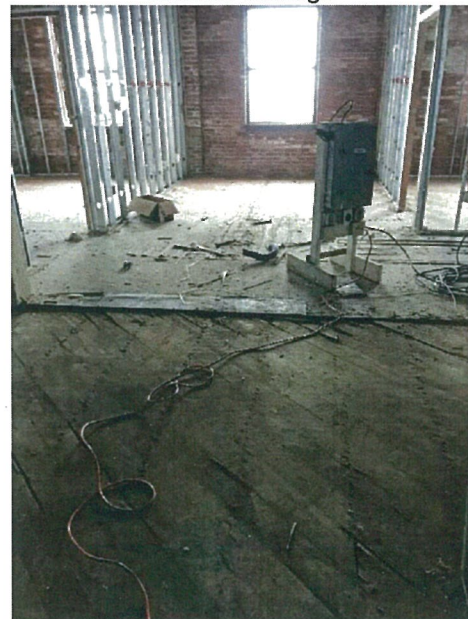
Interior damage



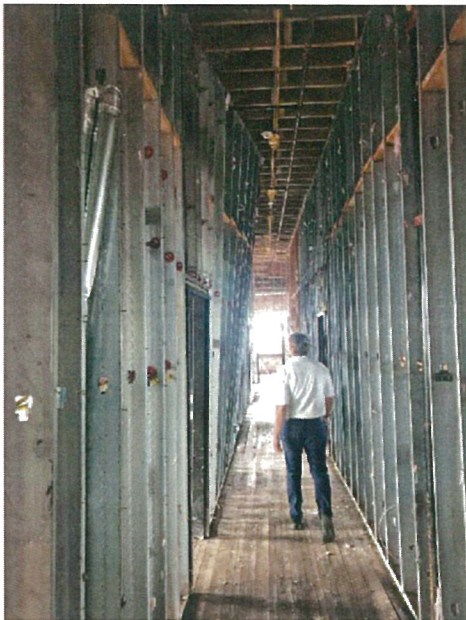
Interior damage



Damaged windows



Remaining intact interior framing



Remaining intact interior framing



Flooring debris



Flooring debris



Debris, various



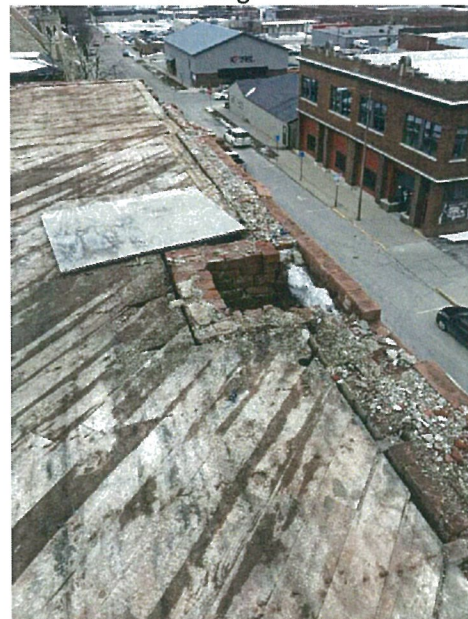
Temporary flooring repair



Flooring debris



Flooring damage, lower floors



Water damage

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

F=Façade C=Code					Total	
<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Investment</u>	
2006	F	36 E Main St	Those Ink Guys	5,003.00	\$20,015	
2007	F	219 E Main St	Bob's Furniture	7,110.00	\$30,325	
2007	F	117 W Main St	Mike's Bikes	7,395.00	\$31,927	
2008	F	118 W Main St	Headliner	5,743.00	\$22,973	
2010	F	107 N Center St	Showroom Auto	21,698.00	\$179,528	
2010	F	118 E Main St	Peglow Law	8,500.00	\$49,545	
2010	B	101 W Main St	Devaul Inc	14,994.00	\$105,000	
2010		23 W Main St	Lillie Mae - approved not funded			
2010	F	5 W Main St	Ocean City	16,693.00	\$91,243	
2011	B	4 E Main St	Zamora Market	2,688.50	\$50,000	
2012	B	5 W Boone St	Don Anderson	13,121.50	\$160,609	
2013	B	134 E Main St	Common Bond	45,500.00	\$8,000,000	
2013	B	119 E Main St	Kester	20,000.00	\$160,000	
2014	F	105 W Main St	McGregor - Antique	12,500.00	\$180,000	
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	\$282,776	
2015	C	208 E Church St	Aaron Benscoster	20,000.00	\$490,000	
2015	F	16 E Main St	CGA	5,740.00	\$22,960	
2015	F	119 E Main St	Kester	5,445.70	\$24,053	
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622	
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	\$38,650	
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158	
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487	
2019	F	17 N. 1st St.	Avalos	8,500.00	\$35,303	
2019	F	19-21 S. 2nd Ave	Hagstrand	10,728.00	\$42,915	
2019	F	30 E Main (Façade)	Miller	5,500.73	\$22,003	
2019	C	30 E. Main (Code Upgrade)	Miller	15,284.25	\$61,137	
2019-306	C	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	\$31,722	
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	\$7,285	
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	\$84,240	
2020-065	C	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,819.50	\$15,278	
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	\$19,479	
2020-172	F	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,873.40	\$15,494	
2020-190	F	32 E. Main/8 N 1st St	Bplus Properties (SportsPlus & In-Stitches)	10,163.75	\$40,655	
SUB-TOTAL				370,090.31	\$10,388,382	
COUNCIL REALLOCATED TO MCB D FOR OPERATIONS DUE TO TORNADO FY19				40,000.00		
TOTAL COMMITTED				410,090.31		
CERTIFIED FUNDS				390,000.00		
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand				20,000.00		
9-28-19 Council approved additional funding for FY21 \$40,000				40,000.00		
7-13-20 Proposed Council resolution for additional funding for FY21 \$80,000				80,000.00		
BALANCE REMAINING BEFORE COUNCIL APPROVAL JULY 13, 2020				119,909.69		
Code upgrade requests for consideration 7/13/2020: 201 E. Main Street				M'town Senior Living Residences	20,000.00	
Facade requests for consideration 7/13/2020: 201 E. Main Street				M'town Senior Living Residences	28,812.50	
Balance if requests approved					71,097.19	

**RESOLUTION APPROVING THE ALLOCATION OF \$80,000 IN TAX INCREMENT
FINANCING TO FUND THE INCENTIVE GRANT FUND**

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

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

WHEREAS, the City approved an agreement with Marshalltown Central Business District (“M CBD”) (the “FY 2020-21 Agreement”), pursuant to which M CBD would undertake activities in the Urban Renewal Area related to the Main Street Program and the Façade Improvement and code compliance programs/incentive grant program (the “M CBD Project”) and the City would provide payments to M CBD related to the Main Street Program and for operations; and

WHEREAS, the Marshalltown Central Business District has requested additional funding of \$80,000 to help meet continued project applications to the incentive grant program;

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

Section 1. The incentive grant program shall be allocated an additional \$80,000 in the fiscal year that starts July 1, 2020.

Section 2. All payments by the City shall be made from incremental property tax revenues on-hand within the Urban Renewal Area and shall not be general obligations of the City.

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

Passed and approved July 13, 2020.

Joel T.S. Greer, Mayor

Attest:

Jessica Kinser, City Administrator

RESOLUTION APPROVING CONTRACTS FOR PROPERTY ACQUISITION, PERMANENT
AND TEMPORARY AND PERSCRIPTIVE EASEMENT ACQUISITION, AND PAYMENT FOR
THE S. 12TH AVENUE SIDEWALK CONSTRUCTION PROJECT NO. SDW18002

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a
proposed right of way acquisition contracts by and between the CITY OF MARSHALLTOWN,
IOWA, AND:

OWNER	AMOUNT
Juan and Maria Mendoza	\$200.00
Luis Eduardo, Pedraza Perez, Magaly Camarena Aguilar	\$200.00
Robert Olson and Marcheale Olson	\$530.48
1516 E Olive St. LLC	\$396.64

relative to the S. 12th Avenue Sidewalk Construction Project, Number SDW18002.

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 contract by and between the CITY OF MARSHALLTOWN, IOWA,
relative to S. 12th Avenue Sidewalk Construction Project, 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 ____ day of July, 2020 and signed this ____ day of July, 2020.

Joel Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

June 30, 2020

Justin Nickel, P.E.
Marshalltown Public Works Director
36 N Center Street
Marshalltown, Iowa 50158



Re: South 12th Avenue Sidewalk Construction Land Acquisition
Right of Entry Forms

Dear Mr. Nickel:

Included here you will find the signed original Right of Entry forms for Parcels 005, 006, 007, 008, 009, 010, 011, 015, and 021 of the South 12th Avenue Sidewalk Construction Project. Please obtain City approval of these Agreements.

The property owner information is as follows:

Parcel SUP-005, subject address: 910 S. 12th Ave., Marshalltown, Iowa
Member's 1st Community Credit Union
P.O. Box 777
Marshalltown, Iowa 50158

Parcel SUP-006, subject address: 1002 S. 12th Ave., Marshalltown, Iowa
CIRSI
P.O. Box 1356
Marshalltown, Iowa 50158

Parcel SUP-007, subject address: 1004 S. 12th Ave., Marshalltown, Iowa
BT Property LLC
P.O. Box 28606
Atlanta, Georgia 30358

Parcel SUP-008, subject address: 1008 S. 12th Ave., Marshalltown, Iowa
Electric Supply of Marshalltown
1008 S 12th Ave.
Marshalltown, Iowa 50158

Parcel SUP-009, subject address: 1201 S. 12th Ave., Marshalltown, Iowa
MCC Iowa LLC
1 Mediacom Way
Mediacom Park, NY 10918

Parcel SUP-010, subject address: 1102 S. 12th Ave., Marshalltown, Iowa
Kent and Ruth Larsen
57112 Sand Hill Ln.
Ames, Iowa 50010



Parcel SUP-011, subject address: 1102 S. 12th Ave., Marshalltown, Iowa (southern portion)

Kent and Ruth Larsen

57112 Sand Hill Ln.

Ames, Iowa 50010

Parcel SUP-015, subject address: 1302 E Olive St., Marshalltown, Iowa

Marshall County

c/o Board of Supervisor's Office

1 E Main St.

Marshalltown, Iowa 50158

Parcel SUP-021, subject address: 1510 E Olive St., Marshalltown, Iowa

Nomad Group LLP

308 Lincoln Valley Dr.

State Center, Iowa 50247

* Please note that the Right of Entry forms for parcel **007, BT Property** has been modified from the usual format per request of the property owner and pre-approved by you. It requires an approval and signature by City staff, and they would like a copy returned to them for their files. I can transmit this copy for you upon completion.

Please call with any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jeffrey W. Sogge". The signature is fluid and cursive, written over the printed name.

Jeffrey W. Sogge

Right of Way Director

MARSHALLTOWN

IOWA

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 910 S 12th Avenue, Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By: MEMBERS 1st Community Credit Union
by: Randy Schmeckel, VP of lending 12/18/19
(Property Owner Signature) (Date)

Organization : Member's 1st Community Credit Union (if applicable)

MARSHALLTOWN

IOWA

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1002 S 12th Avenue, Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By: *J. Vane for CIRSI* *12/26/19*
(Property Owner Signature) (Date)

Organization : *CIRSI* (if applicable)

MARSHALLTOWN

I O W A

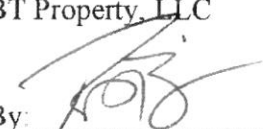
TEMPORARY RIGHT OF ENTRY AGREEMENT

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1004 S 12th Avenue Marshalltown, Iowa (the "Property") owned by BT Property, LLC, a Delaware limited liability company ("Owner") and described on Exhibit "A" annexed hereto and incorporated herein by this reference, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first. The terms, conditions and obligations of that certain letter dated December 17th, 2019 (the "Letter") are incorporated herein by this reference and is annexed hereto as Exhibit "B" as well as the Addendum annexed hereto as Exhibit "C" and also incorporated herein by this reference.

BT Property, LLC

ST By:  Assistant Treasurer
(Property Owner Signature)

2/28/2020
(Date)

City of Marshalltown

By: _____, Title: _____
(Date)

Exhibit "B"



December 17, 2019

BT Property LLC
c/o Daven Corp – Property Tax Dept
P.O. Box 28606
Atlanta, GA 30358

Re: Grading and construction on property at 1004 S 12th Avenue, Marshalltown, Iowa
in conjunction with Sidewalk Construction

Dear Sir or Madam:

The City of Marshalltown will be installing a new sidewalk near your property at 1004 S 12th Avenue. As part of this construction the City is will be replacing the portion of your driveways between the street and new sidewalk with a new concrete approach.

The sidewalk will provide a safer pedestrian transportation option in the area. The installation of the sidewalk will require up to 2,715 square feet of your property behind the property line to be affected during construction. The affected area will be restored to original condition after all work has been completed at no cost to you. The City's contractor will be responsible for restoring, reseeding, cleaning up, and repairing the areas disturbed due to the regrading work. The City or the contractor will notify you at least 72 hours prior to starting this work.

For the City or its Contractor to enter your property to re-grade a small section of your property at 1004 S 12th Avenue, we will need your signed permission for accessing and utilizing your property. There will be no cost to the property owner for this work.

Your cooperation is appreciated. Enclosed is a form for permission to access and utilize your property for this work. Please sign and return this form by **December 31, 2019**. Enclosed is a stamped self-addressed envelope to use for returning the permission form.

If you have any questions or comments, please feel free contact Jeff Sogge with Clapsaddle-Garber Associates at (641) 752-6701 extension 13.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey W. Sogge". The signature is written in a cursive, flowing style.

Jeffrey W. Sogge
Right of Way Director

Enclosure

Exhibit "C"

Addendum

This Addendum is annexed to a Temporary Right of Entry Agreement (the "ROE") and is entered into by BT Property, LLC, a Delaware limited liability company ("Licensor") and the City of Marshalltown, a municipal corporation of the State of Iowa ("Licensee"). If there is any conflict between the terms of this Addendum and the terms of the ROE, the terms of this Addendum shall control.

(1) This ROE is a revocable license only and shall pass no real property interest whatsoever to Licensee.

(2) Licensee will cause its agents, employees and contractors to use all reasonable precautions to avoid damage to Licensor's property and Licensee shall save, indemnify and hold harmless Licensor, its related companies, and its successors and assigns against any and all loss, damage, liability and expense for injury to or death to Licensor's employees, agents, contractors or third parties or damage to property, caused by or attributable to the construction, operation and maintenance of the driveways, sidewalk and the concrete approach. Licensee shall indemnify and defend Licensor for, from and against any and all mechanics' and other liens and encumbrances filed by any person claiming by, through or under Licensee and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by Licensor in connection with any such lien or encumbrance or any action or proceeding brought thereon. Licensee at its expense shall procure the discharge of record of all such liens and encumbrances within twenty (20) days after notice thereof.

(3) Licensee shall minimize any disruption to Licensor's business operations occasioned by Licensee's use of Licensor's property. Installation shall be accomplished in an expeditious manner and all maintenance and repairs shall be performed in a similar fashion. Licensee shall cause its contractor or contractors performing the work to maintain comprehensive general liability insurance providing coverage with a combined bodily injury, death and property damage limit of Two Million Dollars (\$2,000,000) or more per occurrence.

(4) Licensee, upon conclusion of any activity upon said real property, shall cause all debris and materials incident to such activity to be removed from Licensor's property and to the extent reasonably possible, shall restore the property to its pre-existing state.

(5) During construction, Licensor shall have the right to use Licensor's property for Licensor's business operations and Licensee covenants to minimize any interference with such operations caused by the construction and not to block Licensor's ingress, egress and access to and from Licensor's property.

(6) Licensee shall comply with all Local, State and Federal environmental laws, rules, codes and regulations in connection with its activities on Licensor's premises. Licensee shall indemnify, defend and hold Licensor harmless from any breach of the foregoing covenant.

(7) The ROE shall not be effective until Licensor and Licensee have executed this Addendum.

BT Property, LLC

City of Marshalltown

By: 
Title: Asst Treasurer
Date: 2/28/2020

By: _____
Title: _____
Date: _____

51

MARSHALLTOWN

I O W A

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1008 S 12th Avenue, Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By: Scott Keltum 12-19-19
(Property Owner Signature) (Date)

Organization: Electric Supply of Marshalltown (if applicable)

MARSHALLTOWN

IOWA

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1201 Industrial Blvd., Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By: David Driscoll Supervisor 12/18/2019
 (Property Owner Signature) (Date)

Organization : Mediasom (if applicable)

MARSHALLTOWN

I O W A

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1102 S 12th Avenue, Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By: 12/26/19
(Property Owner Signature) (Date)

Organization : _____ (if applicable)

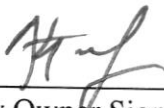
MARSHALLTOWN

IOWA

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1102 S 12th Avenue (southern portion), Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By:  12/26/19
(Property Owner Signature) (Date)

Organization : _____ (if applicable)

MARSHALLTOWN

I O W A

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1302 E Olive Street, Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By:  12-18-19
(Property Owner Signature) (Date)

Organization: Marshall County Conservation Board (if applicable)

MARSHALLTOWN

IOWA

To the City of Marshalltown:

Permission is hereby granted to the City of Marshalltown, including its officials, employees, agents, and contractors, to access and utilize property at 1510 E Olive Street, Marshalltown, Iowa, for grading and associated construction for the installation of a sidewalk on adjacent frontage. This work is being done as part of the South 12th Avenue Sidewalk Project (City PN TRL19002). It is understood that the City of Marshalltown, its officials, employees, agents, and contractors, will be responsible for completing and performing repairs, restoration, reseeding, and clean up associated with the work.

Permission shall expire upon completion of the project, or December 31, 2022, whichever occurs first.

By: Charlton Partner, Nomad Group LP 2/15/2020
(Property Owner Signature) (Date)

Organization : Nomad Group LP (if applicable)

June 30, 2020



Justin Nickel, P.E.
Marshalltown Public Works Director
36 N Center Street
Marshalltown, Iowa 50158

Re: South 12th Avenue Sidewalk Construction Land Acquisition
Parcel SUP-022, 1516 East Olive Street LLC

Dear Mr. Nickel:

Included here you will find the signed original Purchase Agreement for Parcel SUP-022 of the South 12th Avenue Sidewalk Construction Project. Please obtain City approval of this Agreement. Then record this document.

If the Recorder sends the document back to you, please send me a copy of the recorded document, as the subsequent Permanent Easement will reference the County's book and page numbers of this recorded Agreement.

After approval, please have the Finance Department prepare payment for the parcel. The property owner information is as follows:

<u>Parcel SUP-022, subject address: 1516 E Olive St., Marshalltown, Iowa</u>	\$396.64
1516 East Olive Street LLC	
P.O. Box 87	
Marshalltown, Iowa 50158	

The \$396.64 total payment includes \$38.00 for the Permanent Easement purchase, \$258.64 for Temporary Easement purchase, and \$100.00 for abstracting costs as specified in clause 7 on Page 3. Please note the amount on page 2 of the Agreement does not include this \$100.00 for abstracting.

Upon completion of the payment check, send to me, **do not mail to the property owner**, as I will distribute it when I meet with the property owner at closing. Please call with any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jeffrey W. Sogge", is written over the company name.

Jeffrey W. Sogge
Right of Way Director

**PURCHASE AGREEMENT
FOR SIDEWALK RIGHT OF WAY**

Recorder's Cover Sheet

Preparer Information:

Jeffrey Sogge
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Phone: (641) 752-6701

Taxpayer Information:

1516 East Olive Street LLC
P.O. Box 87
Marshalltown, Iowa 50158

Return Document To:

Jeffrey Sogge
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, IA 50158

Grantor:

1516 East Olive Street LLC
P.O. Box 87
Marshalltown, Iowa 50158

Grantee:

City of Marshalltown, Iowa
24 N Center Street
Marshalltown, Iowa 50158

Legal Description:

See page 5

NOTE: This cover page is prepared in compliance with Iowa Code Section 331.606B (2016). This cover page is provided for information purposes only.

PURCHASE AGREEMENT
FOR SIDEWALK RIGHT OF WAY

PARCEL NO. 22 COUNTY Marshall
PROJECT NO. City of Marshalltown PN TRL19002 ROAD NO. South 12th Avenue Sidewalk
SELLER: 1516 East Olive Street LLC

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between Seller and the City of Marshalltown, Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a Permanent Easement for Sidewalk, and Buyer agrees to purchase a Permanent Easement for Sidewalk on the following real estate, hereinafter referred to as the premises, situated in parts of the following:
Lot 2/2 in SE1/4 NE1/4, Section 1, T83N, R18W of the 5th PM
County of Marshall, State of Iowa, and more particularly described on Acquisition Plat on Page 5, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
- 1b. Said Permanent Easement for Sidewalk shall prohibit future construction by Seller of any structure, landscaping, fencing, or signage on the Easement.
- 1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Temporary Easement Plot Plan attached as Page 6, for the purpose of grading and shaping, and as shown on the project plans for said Sidewalk improvement. Said Temporary Easement(s) shall terminate upon completion of this Sidewalk project.
- 1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the drainage way and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>296 69</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>296 69</u>	TOTAL LUMP SUM	

<u>Breakdown</u>		<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	acres	Fence: _____ rods woven
Underlying Fee Title	_____	acres	Fence: _____ rods barbed
Permanent Easement	<u>76</u>	sq. ft.	
Temporary Easement	<u>3,233</u>	sq. ft.	

5. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
TLC, Inc.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
CNB Bank, Marshalltown, IA 50658
7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. Buyer agrees that any drain tiles that are located within the premises and are damaged or require relocation by Sidewalk construction shall be repaired or relocated at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.
9. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
12. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except:
none known
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X

Print:

Title:

Mike Judge

1516 East Olive Street LLC

P.O. Box 87

Marshalltown, Iowa 50158

(Mailing Address)

X

Print:

Title:

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Marshall } ss:

On this 2nd day of January, A.D. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Judge,

☐ to me personally known
or ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARIAL SEAL

JEFFREY W. SOGGE

Commission Number 187413

My Commission Expires 11-6-20

Jeffrey W. Sogge (Sign in Ink)
Jeffrey W. Sogge (Print/Type Name)
Notary Public in and for the State of Iowa
My Commission expires 11-6-20

CAPACITY CLAIMED BY SIGNER:

- ☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s):
President of 1516 East Olive Street LLC
- ☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, 2019, before me, the undersigned, personally appeared _____, known to me to be a _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said _____ acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: _____ (Date)

Approved by: _____ (Date)

CITY OF MARSHALLTOWN
ACQUISITION PLAT
EXHIBIT "A"



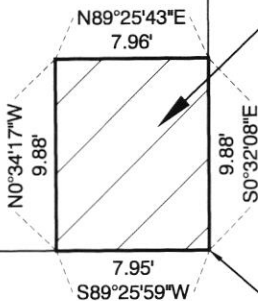
COUNTY MARSHALL STATE CONTROL NO. _____
PROJECT NO. 1678 PARCEL NO. SUP-022
SECTION 1 TOWNSHIP 83 N RANGE 18 W
ROW-FEE _____ AC, EASE 76 SF, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM 1516 EAST OLIVE STREET LLC

SE 1/4 NE 1/4
SEC. 1-83-18

LOT 2/2
SE 1/4 NE 1/4

1516 EAST OLIVE STREET LLC
8318-01-276-006

PERMANENT EASEMENT
76 SQ FT



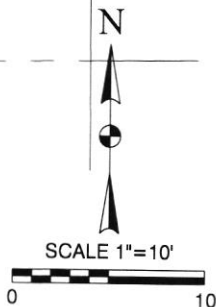
POINT OF BEGINNING

S 17TH AVENUE

E OLIVE STREET

DESCRIPTION

A PERMANENT EASEMENT LOCATED IN LOT 2/2 IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2/2; THENCE, S89°25'59\"/>



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Jeremy Harris 6-30-2020
JEREMY A. HARRIS, PLS date
Iowa License Number 22259
My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal: THIS SHEET

LEGEND

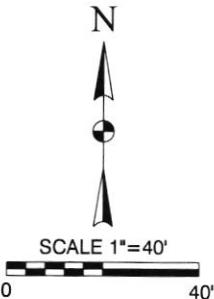
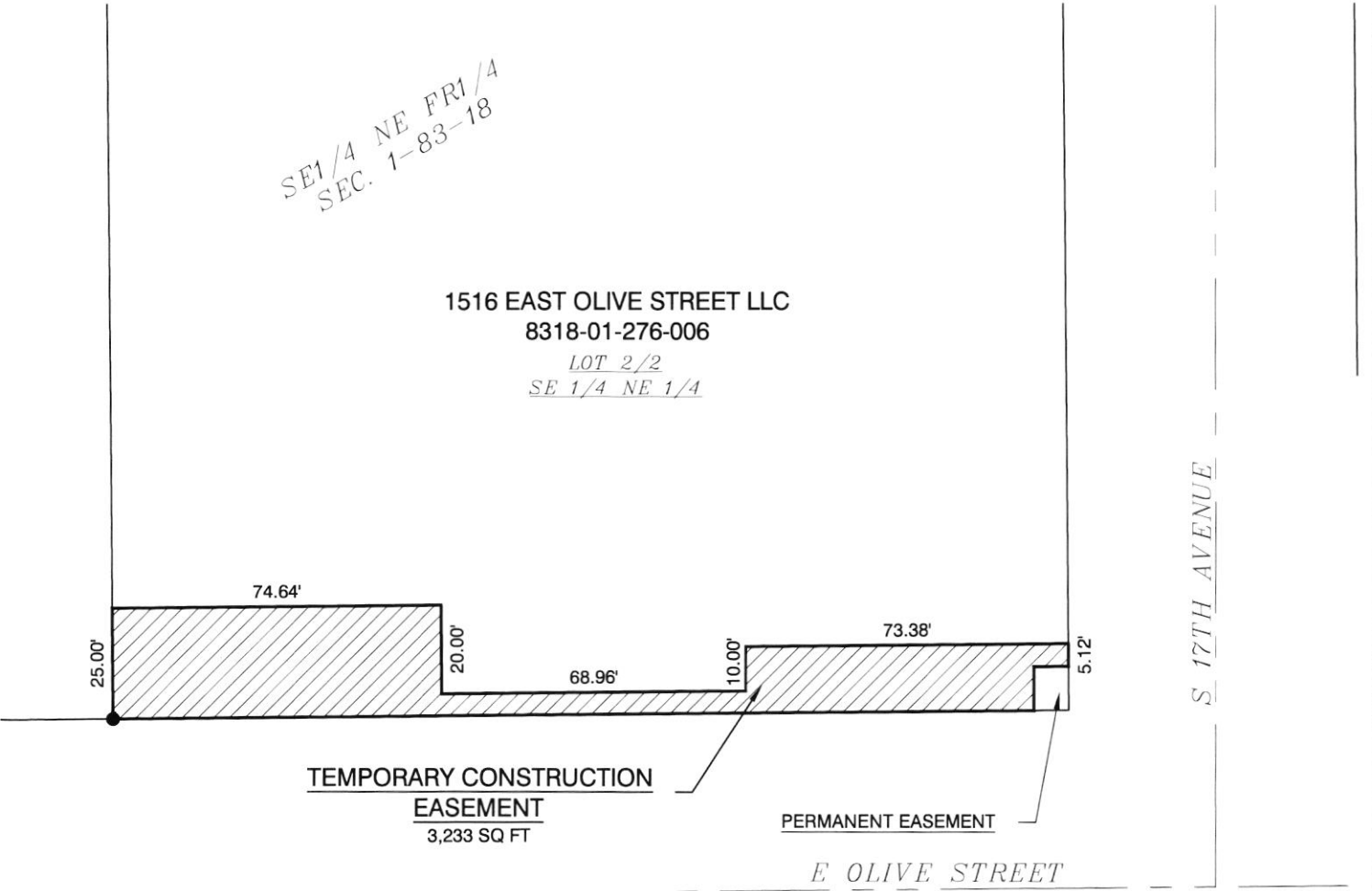
- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- () RECORDED AS

DRAWN BY GTJ DATE 11-26-19
SCALE 1"=10' PROJECT NO. 1678.05

CITY OF MARSHALLTOWN
PLOT PLAN



COUNTY MARSHALL STATE CONTROL NO. _____
PROJECT NO. 1678 PARCEL NO. SUP-022
SECTION 1 TOWNSHIP 83 N RANGE 18 W
ROW-FEE _____ AC, TEMPORARY EASE 3,233 SF, BORROW _____ AC, EXCESS-FEE _____ AC
ACQUIRED FROM 1516 EAST OLIVE STREET LLC



LEGEND	
▲	GOVERNMENT CORNER MONUMENT FOUND
△	GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
●	CORNER MONUMENT FOUND
○	SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
()	RECORDED AS
DRAWN BY <u>GTJ</u> DATE <u>11-26-19</u>	
SCALE <u>1"=40'</u> PROJECT NO. <u>1678.05</u>	

June 30, 2020



Justin Nickel, P.E.
Marshalltown Public Works Director
36 N Center Street
Marshalltown, Iowa 50158

Re: South 12th Avenue Sidewalk Construction Land Acquisition
Parcel SUP-002, Perez/Aguilar

Dear Mr. Nickel:

Included here you will find the signed original Purchase Agreement for Parcel SUP-002 of the South 12th Avenue Sidewalk Construction Project. Please obtain City approval of this Agreement. Then record this document.

If the Recorder sends the document back to you, please send me a copy of the recorded document, as the subsequent Permanent Easement will reference the County's book and page numbers of this recorded Agreement.

After approval, please have the Finance Department prepare payment for the parcel. The property owner information is as follows:

Parcel SUP-002, subject address: 811 S 12th Ave., Marshalltown, Iowa **\$200.00**

Luis Eduardo Pedraza Perez and Magaly Camarena Aguilar

811 S 12th Avenue
Marshalltown, Iowa 50158

The \$200.00 total payment includes \$100.00 for the Permanent Easement purchase, and \$100.00 for abstracting costs as specified in clause 7 on Page 3. Please note the amount on page 2 of the Agreement does not include this \$100.00 for abstracting.

Upon completion of the payment check, send to me, **do not mail to the property owner**, as I will distribute it when I meet with the property owner at closing. Please call with any questions.

Sincerely,

CLAPSADDLE GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jeffrey W. Sogge", is written over the company name.

Jeffrey W. Sogge
Right of Way Director

June 30, 2020



Justin Nickel, P.E.
Marshalltown Public Works Director
36 N Center Street
Marshalltown, Iowa 50158

Re: South 12th Avenue Sidewalk Construction Land Acquisition
Parcel SUP-001, Mendoza

Dear Mr. Nickel:

Included here you will find the signed original Purchase Agreement for Parcel SUP-001 of the South 12th Avenue Sidewalk Construction Project. Please obtain City approval of this Agreement. Then record this document.

If the Recorder sends the document back to you, please send me a copy of the recorded document, as the subsequent Permanent Easement will reference the County's book and page numbers of this recorded Agreement.

After approval, please have the Finance Department prepare payment for the parcel. The property owner information is as follows:

Parcel SUP-001, subject address: 901 S 12th Ave., Marshalltown, Iowa **\$200.00**

Juan and Maria Mendoza

901 S 12th Avenue
Marshalltown, Iowa 50158

The \$200.00 total payment includes \$100.00 for the Permanent Easement purchase, and \$100.00 for abstracting costs as specified in clause 7 on Page 3. Please note the amount on page 2 of the Agreement does not include this \$100.00 for abstracting.

Upon completion of the payment check, send to me, **do not mail to the property owner**, as I will distribute it when I meet with the property owner at closing. Please call with any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jeffrey W. Sogge", is written over the printed name.

Jeffrey W. Sogge
Right of Way Director

June 30, 2020



Justin Nickel, P.E.
Marshalltown Public Works Director
36 N Center Street
Marshalltown, Iowa 50158

Re: South 12th Avenue Sidewalk Construction Land Acquisition
Parcel SUP-012, Olson

Dear Mr. Nickel:

Included here you will find the signed original Purchase Agreement for Parcel SUP-012 of the South 12th Avenue Sidewalk Construction Project. Please obtain City approval of this Agreement. Then record this document.

If the Recorder sends the document back to you, please send me a copy of the recorded document, as the subsequent Permanent Easement will reference the County's book and page numbers of this recorded Agreement.

After approval, please have the Finance Department prepare payment for the parcel. The property owner information is as follows:

Parcel SUP-012, subject address: 1308 S 12th Ave., Marshalltown, Iowa **\$530.48**

Robert B. Olson and Marche L. Olson

P.O. Box 343
Marshalltown, Iowa 50158

The \$530.48 total payment includes \$265.20 for the Permanent Easement purchase, \$165.28 for Temporary Easement purchase, and \$100.00 for abstracting costs as specified in clause 7 on Page 3. Please note the amount on page 2 of the Agreement does not include this \$100.00 for abstracting.

Upon completion of the payment check, send to me, **do not mail to the property owner**, as I will distribute it when I meet with the property owner at closing. Please call with any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jeffrey W. Sogge", is written over the company name.

Jeffrey W. Sogge
Right of Way Director

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY
AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1984 JOHN DEERE
2550 TRACTOR**

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:

A. 1984 John Deere 2550 tractor

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

Passed this 13th day of July, 2020, and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Jessica Kinser, City Administrator



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck



KARL Chevrolet is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Chevrolet Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Quote Worksheet

	MSRP
Base Price	\$36,900.00
Dest Charge	\$1,595.00
Total Options	\$1,655.00
Subtotal	\$40,150.00
Govt and Karl Discount	(\$8,335.00)
Subtotal Pre-Tax Adjustments	(\$8,335.00)
Less Customer Discount	(\$3,270.80)
Subtotal Discount	(\$3,270.80)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
	Taxable Price \$28,544.20
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$28,544.20

Comments:

Government Agencies are allowed 20 days from date of delivery for balance to be paid in full. There will be a \$5.00 per calendar day after 20 days assessed to the account until payment received in full by Karl Chevrolet. By signing below you accept these terms as well as the quote in general.

Dealer Signature / Date

Customer Signature / Date



At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck

MSRP:\$36,900.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Northsky Blue Metallic

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
CK20903	[Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	\$36,900.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
A52	Seats, front 40/20/40 split-bench (no storage)	\$0.00
AED	Window, power front, passenger express down	Inc.
AQQ	Remote Keyless Entry	Inc.
AU3	Door locks, power	Inc.
AXG	Window, power front, drivers express up/down	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GA0	Northsky Blue Metallic	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)	\$0.00
K34	Cruise control, electronic	Inc.
KW5	Alternator, 220 amps	Inc.

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
Complete)

L8T	Engine, 6.6L V8		\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty		\$0.00
NZZ	Skid Plates	Inc.	
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R9Y	Fleet Free Maintenance Credit.		(\$45.00)
VYU	Snow Plow Prep/Camper Package		\$300.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall		\$0.00
ZLQ	WT Fleet Convenience Package		\$1,400.00
SUBTOTAL			\$38,555.00
Adjustments Total			\$0.00
Destination Charge			\$1,595.00
TOTAL PRICE			\$40,150.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) ✓

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

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Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓)
Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

Selected Model and Options

MODEL

CODE	MODEL
CK20903	2020 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck



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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) 

COLORS

CODE	DESCRIPTION
GA0	Northsky Blue Metallic

BODY CODE

CODE	DESCRIPTION
E63	Durabed, pickup bed (STD)

EMISSIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements

ENGINE

CODE	DESCRIPTION
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

GVWR

CODE	DESCRIPTION
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

AXLE

CODE	DESCRIPTION
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group includes standard equipment



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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓)
Complete)

WHEELS

CODE	DESCRIPTION
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)

TIRES

CODE	DESCRIPTION
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)

SPARE TIRE

CODE	DESCRIPTION
ZHJ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)

PAINT

CODE	DESCRIPTION
GA0	Northsky Blue Metallic

SEAT TYPE

CODE	DESCRIPTION
A52	Seats, front 40/20/40 split-bench (no storage) (STD)

SEAT TRIM

CODE	DESCRIPTION
H1T	Jet Black, Cloth seat trim

RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate, (DBG) outside power-adjustable vertical trairling with heated upper glass, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
DBG	Mirrors, outside power-adjustable vertical trairling with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)

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Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
AU3	Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
AXG	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR order type.) *CREDIT*

Options Total

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**RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2020
CHEVROLET SILVERADO 2500 HD 4 X 4 REGULAR CAB FOR THE PRICE OF
\$28,544.20 FROM KARL CHEVROLET 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 a new truck 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 Chevrolet Silverado 2500 HD 4x4 for a purchase price of \$28,544.20:

<u>Name and Address</u>	<u>Bid Amount</u>
Karl Chevrolet Ankeny, IA	\$28,544.20
Jensen Ford Marshalltown, IA	\$29,219.00
Stew Hansen Dodge Des Moines, IA	\$29,917.00
Clemons Inc. Marshalltown, IA	\$29,991.40
Dewey Ford Ankeny, IA	\$30,283.00

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

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

Section 1. That the City of Marshalltown accepts the bid from Karl Chevrolet for the purchase of one, 2020 Chevrolet Silverado 2500 HD 4 x 4 to be used in the Street Department in the amount of \$28,544.20

Section 2. 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 13th day of July 2020 and signed this _____ day of July 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A JOHN DEERE
333G COMPACT TRACK LOADER FOR THE PRICE OF \$77,850.00 FROM VAN-WALL
EQUIPMENT 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 a new loader to be utilized by the street department and sought quotes for this purpose; and

WHEREAS, Van-Wall Equipment submitted a quote on a John Deere 333G Compact Track Loader for a purchase price of \$77,850.00; and

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

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

Section 1. That the City of Marshalltown accepts the bid from Van-Wall Equipment for the purchase of one, John Deere 333G Compact Track Loader to be used in the Street Department in the amount of \$77,850.00

Section 2. 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 13th day of July 2020 and signed this _____ day of July 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator



JOHN DEERE

Quote Id: 22122256

12 June 2020

City Of Marshalltown Street Superintendent
905 E Main St
Marshalltown, IA 50158

This quote utilizes Sourcewell pricing

Adam Janssen
641-752-1527
Van-Wall Equipment, Inc.



JOHN DEERE

Quote Summary

Prepared For:

City Of Marshalltown Street Superintendent
905 E Main St
Marshalltown, IA 50158

Prepared By:

Adam Janssen
Van-Wall Equipment, Inc.
3006 S Center Street
Marshalltown, IA 50158
Phone: 641-752-1527
adam.janssen@vanwall.com

Quote Id: 22122256
Created On: 12 June 2020
Last Modified On: 01 July 2020
Expiration Date: 30 June 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 333G COMPACT TRACK LOADER	\$ 108,444.00	\$ 73,500.00 X	1 =	\$ 73,500.00
JOHN DEERE GS84B SCRAP GRAPPLE	\$ 5,071.00	\$ 3,900.00 X	1 =	\$ 3,900.00
JOHN DEERE RC78B ROTARY CUTTER	\$ 7,993.00	\$ 6,100.00 X	1 =	\$ 6,100.00

Equipment Total **\$ 83,500.00**

Trade In Summary	Qty	Each	Extended
1984 JOHN DEERE 2550 - L02550G514896	1	\$ 5,650.00	\$ 5,650.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 5,650.00

Trade In Total **\$ 5,650.00**

Quote Summary

Equipment Total	\$ 83,500.00
Trade In	\$ (5,650.00)
SubTotal	\$ 77,850.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 77,850.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 77,850.00

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 22122256

Customer: CITY OF MARSHALLTOWN STREET SUPERINTENDENT

JOHN DEERE 333G COMPACT TRACK LOADER

Hours:

Suggested List

Stock Number:

\$ 108,444.00

Selling Price

\$ 73,500.00

Code	Description	Qty	Unit	Extended
0BF2T	333G COMPACT TRACK LOADER	1	\$ 82,621.00	\$ 82,621.00
Standard Options - Per Unit				
0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio	1	\$ 11,181.00	\$ 11,181.00
0995	ISO Joystick Controls with Integrated Detents & EH Joystick Performance Package & EH Boom Performance Package	1	\$ 2,454.00	\$ 2,454.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
1741	Less JDLink	1	\$ 0.00	\$ 0.00
2650	Zig-Zag Bar Tread Pattern - 17.7 in. (450 mm) Tracks	1	\$ 205.00	\$ 205.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 217.00	\$ 217.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 639.00	\$ 639.00
8042	Rear View Camera	1	\$ 869.00	\$ 869.00
8050	Cold Start Package	1	\$ 310.00	\$ 310.00
9410	90 in. SD Construction Bucket with Serrated Edge (22.4 cu.ft.)	1	\$ 2,856.00	\$ 2,856.00
9415	90 in. SD Tooth Bucket (22.4 cu. ft.)	1	\$ 2,781.00	\$ 2,781.00
Standard Options Total				\$ 21,512.00
Dealer Attachments				
BYT10226	Severe Duty Door	1	\$ 3,138.00	\$ 3,138.00
BYT10085	Severe Duty Door Hardware Kit	1	\$ 173.00	\$ 173.00
Dealer Attachments Total				\$ 3,311.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 550.00	\$ 550.00
	Setup	1	\$ 450.00	\$ 450.00
Other Charges Total				\$ 1,000.00
Suggested Price				\$ 108,444.00
Customer Discounts				
Customer Discounts Total			\$ -34,944.00	\$ -34,944.00
Total Selling Price				\$ 73,500.00

**JOHN DEERE**

Selling Equipment

Quote Id: 22122256

Customer: CITY OF MARSHALLTOWN STREET SUPERINTENDENT

JOHN DEERE GS84B SCRAP GRAPPLE

Hours:

Suggested List

Stock Number:

\$ 5,071.00

Selling Price

\$ 3,900.00

Code	Description	Qty	Unit	Extended
05V1T	GS84B SCRAP GRAPPLE	1	\$ 5,071.00	\$ 5,071.00
Suggested Price				\$ 5,071.00
Customer Discounts				
Customer Discounts Total			\$ -1,171.00	\$ -1,171.00
Total Selling Price				\$ 3,900.00

JOHN DEERE RC78B ROTARY CUTTER

Hours:

Suggested List

Stock Number:

\$ 7,993.00

Selling Price

\$ 6,100.00

Code	Description	Qty	Unit	Extended
8351T	RC78B ROTARY CUTTER	1	\$ 7,143.00	\$ 7,143.00
Standard Options - Per Unit				
1000	FRONT WHEEL KIT	1	\$ 850.00	\$ 850.00
Standard Options Total				\$ 850.00
Suggested Price				\$ 7,993.00
Customer Discounts				
Customer Discounts Total			\$ -1,893.00	\$ -1,893.00
Total Selling Price				\$ 6,100.00



JOHN DEERE

Trade In

Quote Id: 22122256

Customer: CITY OF MARSHALLTOWN STREET SUPERINTENDENT

1984 JOHN DEERE 2550 SN# L02550G514896	
Machine Details	
Description	Net Trade Value
1984 JOHN DEERE 2550	\$ 5,650.00
SN# L02550G514896	
Your Trade In Description	
Additional Options	
Hour Meter Reading	5884
Total	\$ 5,650.00

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: July 8, 2020
RE: Coliseum Change Orders 21, 26, 30-31

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000 aggregate amount for the project.

Recommendation: Staff recommends approving the Change Order with Garling Construction for the additional work needed in the Coliseum.

Background: During the demolition of the inside of the Coliseum several items were uncovered that need to be address before construction can begin. There were also some items not address in the plans by the architects/engineers that have now been addressed so changes in the plans are needed to complete the project. Here is a breakdown of each Change Order and the costs. Also attached are each change order and their description.

- COR-21 - \$15,154.11 – This change order is for electrical changes need to provide power to the scoreboards, window shades in the gym that were called out for in the plans and move several outlets to new locations and for the sewer injector and water heater in the basement.
- COR-26 - \$8,228.29 – This change order is to replace the stair rails in the old east stairwell that do not meet ADA code and changes in the new west stairwell that takes away some railing and replaces with a wall structure for safety and asthetics.
- COR-30 – (\$828.00) – This is a credit for room signage for rooms that didn't need to be labeled.
- COR-31 - \$85.67 – This is for changing data and power outlets in the conference room to give power and internet access to the new TV location.

These add up to \$22,631.07

Budget Impact: Please see the attachment for the full breakdown of revenues and expenditures. The change orders, added to the previous 16 change orders, result in a \$206,794.84 project deficit.

Attachment: Change Orders 21, 26, 30-31

Expenditures

Funding

City Council

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



Garling Construction	3,469,000	Insurance- RC	1,658,366	
Alternate 1	22,000	Insurance- ORD	250,000	
Alternate 2	8,500	Donations/Grants	1,350,000	
GTG Bidding Phase	10,100	Alliant Rebate	48,200	
GTG Construction Phase	92,350	City Sources	568,239	
CPMI	160,460	SRC Proceeds	428,239	
Furniture, Fixtures, AV	100,000	TIF Reimb	140,000	
Total	3,862,410		3,874,805	12,395

Change Orders 1-12	145,757.42	(3/23/20)	Deficit	(206,631.07)
Change Orders 13-15	10,801.43	(4/13/20)		
Change Order 18	25,383.57	(5/11/20)		
Change Order 19, 20, 22-24	14,616.35	(6/22/20)		
Change Order 21, 26, 30-31	22,631.07	(7/13/20)		

City Council

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



2020-

RESOLUTION APPROVING CONTRACT CHANGE ORDERS #21,
26, 30-31 FOR THE VETERANS MEMORIAL COLISEUM
RENOVATION PROJECT, AN INCREASE OF \$22,631.07

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, for the labor and material for the Veterans Memorial Coliseum Renovation Project; and

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

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

Section1. That the contract Change Orders #21, 26, 30-31 for the Veterans Memorial Coliseum Renovation Project, in the increased amount of \$22,631.07 is hereby accepted and approved.

Passed this 13th day of July 2020, and signed this _____ day of July 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator



General Contractors

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

COR #. 0026

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date Wednesday, June 10, 2020
--	--------------------------------------

Project: Vets Memorial Coliseum Marshalltown

East and West Stair Rail Modifications per FB#11

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00030	Bond	Other Expense		0.000	161.340	0.0000	\$161.34
00030	Grosse Steel - Railing Mt				-212.000	15.0000	(\$243.80)
00030	Iowa Steel - Install Rail				845.000	10.0000	\$929.50
00030	1x6 Cap/Caulk - Mat	Material Expense		0.000	148.000	15.0000	\$170.20
00030	1x6 Cap/Caulk - Labor	Labor Expense		0.000	952.000	15.0000	\$1,094.80
00030	Wood blocking - Mat	Material Expense		0.000	53.000	15.0000	\$60.95
00030	Wood blocking - Labor	Labor Expense		0.000	280.000	15.0000	\$322.00
00030	Metal Stud Framing - Mat	Material Expense		0.000	310.000	15.0000	\$356.50
00030	Metal Stud Framing - Labor	Labor Expense		0.000	880.000	15.0000	\$1,012.00
00030	PIC - Drywall/Bead				2445.000	10.0000	\$2,689.50
00030	Dvorak Painting				1523.000	10.0000	\$1,675.30

PROPOSAL SUMMARY

Other Expense	\$161.34
	\$5,050.50
Material Expense	\$587.65
Labor Expense	\$2,428.80
Net Costs	\$8,228.29

Proposal Total \$8,228.29

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

Architect: x _____ Date: 06/18/2020

GTG Architects LLC, Architect

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x _____ Date: _____

Douglas R Mertens, Project Manager

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
East-West Stair Railing Modifications															
050-350	Railings Material - Grosse Steel	-1	ls	212.00					(212.00)	0.00	0.00			(212.00)	
050-350	Railings Install - Iowa Steel	1	ls						0.00	0.00	0.00	845.00		845.00	
060-403	Poplar 1x6 Cap	1	ls	123.00	1	ls	672.00		123.00	12.00	672.00			795.00	
060-400	Wood Blocking	1	ls	53.00	1	ls	280.00		53.00	5.00	280.00			333.00	
070-477	Caulk L Bead	1	ls	25.00	1	ls	280.00		25.00	5.00	280.00			305.00	
090-552	Metal Stud Framing	1	ls	310.00	1	ls	880.00		310.00	15.71	880.00			1,190.00	
090-552	Drywall - PIC	1	ls						0.00	0.00	0.00	2,445.00		2,445.00	
090-566	Painting - Dvorak	1	ls						0.00	0.00	0.00	1,523.00		1,523.00	
	PHASE TOTAL														7,224.00
	JOB TOTAL							0.00	299.00	37.71	2,112.00	4,813.00	0.00		7,224.00

NET CHANGE 7,224.00

Sub Mark up 10% 481.30

Mark up 15% on GC self performed or supplied material 361.65

Subtotal Change 8,066.95

Bond 2% 161.34

Total 8,228.29

Doug Mertens

From: Mark Myers <mark.grossesteel@cfu.net>
Sent: Friday, May 22, 2020 7:00 AM
To: Doug Mertens
Subject: [External] RE: [External] Marshalltown VMC Renovation FB 11 Stairway Guard and Handrails

Mert,
Per. FB 11, to change the multi-line guardrail to a wall rail at the west stair, and add 4 wall rails at the east stair, would result in a deduct of **-\$212.00**.
Thanks.

Mark

From: Doug Mertens <Mert@garlingconstruction.com>
Sent: Thursday, May 21, 2020 10:31 AM
To: John Shepler (johnsc@orningglass.com) <johnsc@orningglass.com>; (bplants@centurionstoneofiowa.com) <bplants@centurionstoneofiowa.com>; Aaron Grace <agrace@vanmaanenelectric.com>; Amy Theilen <amy@orningglass.com>; Belson Outdoor <sales@belson.com>; bradrenze@midwestfiresprinkler.com; Brian Hedburg (bhedburg@thehorizongroupinc.com) <bhedburg@thehorizongroupinc.com>; brian@epcoltdinc.com; Brian Pruitt <brian@piciowa.com>; colby@moehlmillwork.com; visionconcretellc@gmail.com; sandyatdmrmarble@aol.com; Grosse Steel Company <chad.grossesteel@cfu.net>; Jason Flathers (jason.flathers@asisignage.com) <jason.flathers@asisignage.com>; John Jensen (j.jensen@rraynordoor.com) <j.jensen@rraynordoor.com>; Jon Hapke <Jon@skoldcompanies.com>; Josiah Taylor <josiaht@phillips-commercial.com>; Justin Smith <Justin@qcmasonry.com>; Kari Tanner <ktanner@okeefe-elevator.com>; Kenny Stratton (kenny@piciowa.com) <kenny@piciowa.com>; jake@parkinglotsspecialties.com; Levi Hosch (levi@skoldcompanies.com) <levi@skoldcompanies.com>; Loren Stroebel <lstroebel@okeefe-elevator.com>; Mark Bjork <markb@phillips-commercial.com>; Mark Myers <mark.grossesteel@cfu.net>; mark@bsmqc.com; Matt Jensen (mattjensen@constructiowa.com) <mattjensen@constructiowa.com>; Matt Spaulding (corporate@pei-wt.com) <corporate@pei-wt.com>; Mike Brown (mbrown@okeefe-elevator.com) <mbrown@okeefe-elevator.com>; Randy Smith (rsmith@forsureroofing.com) <rsmith@forsureroofing.com>; Roger Dvorak (dvorak.roger@gmail.com) <dvorak.roger@gmail.com>; Ron Heying <RonH@wilsonrs.com>; Steve Fangman (stevefangman@gmail.com) <stevefangman@gmail.com>; Steve Johnson (sjohnson@okeefe-elevator.com) <sjohnson@okeefe-elevator.com>; Steve Whitson <steview@phillips-commercial.com>; Terry Thomas <tthomas@thehorizongroupinc.com>; Todd Ellison <TEllison@H2IGroup.com>; Todd Gebhardt <Todd@youngphc.com>; Troy Klein <tklein@centurionstoneofiowa.com>; Troy Thompson (troy@logancontractors.com) <troy@logancontractors.com>
Cc: Lesley Peterson <lesleyp@garlingconstruction.com>; Ritch Konigsmark <RKonigs@garlingconstruction.com>
Subject: FW: [External] Marshalltown VMC Renovation FB 11 Stairway Guard and Handrails

To all:
Return Pricing to me by 5/29/20.
Call if you have any questions

Doug Mertens

From: Steve Fangman <stevefangman@gmail.com>
Sent: Tuesday, May 26, 2020 1:24 PM
To: Doug Mertens
Subject: [External] Re: FW: [External] Marshalltown VMC Renovation FB 11 Stairway Guard and Handrails

Doug, our proposal to eliminate the top flight guardrail on the west stairway, keep handrail and install new handrails on the east stairway

Add \$845

Thanks!

On Thu, May 21, 2020 at 10:32 AM Doug Mertens <Mert@garlingconstruction.com> wrote:

To all:

Return Pricing to me by 5/29/20.

Call if you have any questions

Sheets A101, A102, A300 & A400

1. Change the West Stair multi pipe guardrail, to a framed 42" tall guard wall with mounted handrail.
 2. Change the East stair railing from existing to remain, to framed 42" tall guard wall mounted handrails on both sides.
-

Thank You,

Douglas "Mert" Mertens

Project Manager

PIC INC

Preferred Interior Construction Inc.

6 8 20 R

Garling Construction
1120 11th Street Belle Plaine IA

Attention: Mert
Work Order # 6

RE: Vets Memorial Coliseum Remodel

WE SUBMIT THE FOLLOWING FOR YOUR CONSIDERATION:

We will supply material, labor and equipment necessary to install the following

Pricing field bulletin #11

1, Install 5/8" gypsum to new 42" framed guard rail walls at west & east stairs. Includes corner aids as needed.

Note, stair stringers are to be exposed steel including under side of stairs correct. See D4/A300.

\$1,830.00

Add corner beads to exposed vertical post.

\$615.00

Should you have any questions or comments please advise.

Sincerely,
Brian Pruitt 515 953 8233
14+50

Doug Mertens

From: Roger Dvorak <dvorak.roger@gmail.com>
Sent: Thursday, May 21, 2020 3:37 PM
To: Doug Mertens
Subject: [External] Re: FW: [External] Marshalltown VMC Renovation FB 11 Stairway Guard and Handrails

Marshalltown Vets

FB 11

Labor 3 coats:

18 hours @ \$64.00 per man hour \$1152.00

Materials \$ 173.00

\$1325.00

15% overhead and Profit \$ 198.00

Total add **\$1523.00**

On Thu, May 21, 2020 at 10:32 AM Doug Mertens <Mert@garlingconstruction.com> wrote:

To all:

Return Pricing to me by 5/29/20.

Call if you have any questions

Sheets A101, A102, A300 & A400

1. Change the West Stair multi pipe guardrail, to a framed 42" tall guard wall with mounted handrail.
 2. Change the East stair railing from existing to remain, to framed 42" tall guard wall mounted handrails on both sides.
-

Thank You,

Douglas "Mert" Mertens



General Contractors

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

COR #. 030

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Thursday, June 18, 2020
Project: Vets Memorial Collisum Marshalltown Change order to credit signage and installation per submittal return.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00034	ASI Signage				-828.000		(\$828.00)

PROPOSAL SUMMARY

(\$828.00)

Net Costs (\$828.00)

Proposal Total (\$ 828.00)

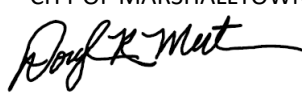
~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x  Date: 7-8-2020

GTG Architects LLC, Architect

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x  Date: 6-18-20

Douglas R Mertens, Project Manager



Change Order Request

Garling Construction

1120 11th Street

Belle Plaine, IA 52208

ATTN: Doug Mertens

Date: 6.18.2020

Change Order Request No: 1

Contract/Job No: ##CONTRACT 54118100613

ASI Project No: 195146

Project: Veterans Memorial Coliseum Renovation

Item	Description:	Price	QTY.	Total
1	Deduct of signage per returned submittal	(\$662.00)	1	(\$662.00)
2	Deduct Installation of Item 1	(\$166.00)	1	(\$166.00)

Original Contract Sum	\$3,533.00
Net Change by previous authorized Change Orders	\$0.00
Contract Sum Prior to this Change Order	\$3,533.00
Contract Sum will Increase/Decrease	(\$828.00)
New Contract Sum Including this Change Order	\$2,705.00
Pending Change Order Requests (not included in new Contract Sum)	\$0.00

Submitted By: 

ASI will commence with these changes once a valid change order has been received and validated by our accounting department. Verbal, email or other forms of notices to proceed, generally will not be accepted as formal approval to proceed with these changes.

Estimated lead time is <XX> weeks from ASI change order approval.

Denver, Colorado

Omaha, Nebraska

Des Moines, Iowa

Grinnell, Iowa

Iowa City, Iowa

Chicago, Illinois



General Contractors

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

COR #. **0031**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Tuesday, June 23, 2020

Project: Vets Memorial Coliseum Marshalltown

Conference Room 101 Power and Data Restructuring.

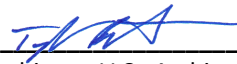
#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00035	Van Maanen				76.350	10.0000	\$83.99
00035	Bond	Other Expense		0.000	1.680		\$1.68

PROPOSAL SUMMARY

\$83.99
Other Expense \$1.68
Net Costs \$85.67

Proposal Total \$ 85.67

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

Architect: x 
GTG Architects LLC, Architect

Date: 7-8-2020

Owner: x CITY OF MARSHALLTOWN

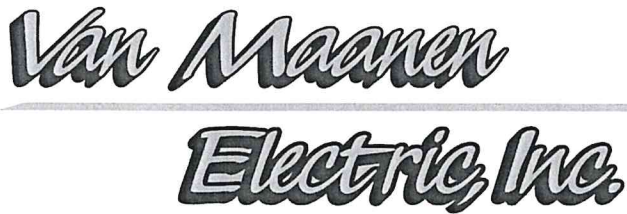
Date: _____

PM: x 
Douglas R Mertens, Project Manager

Date: 6-23-20

AS OF: 6/23/2020

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
160-800															
	Van Maanen	1	sub						0.00	0.00	0.00	76.35		76.35	
	PHASE TOTAL														76.35
	JOB TOTAL							0.00	0.00	0.00	0.00	76.35	0.00		76.35
NET CHANGE														76.35	
Sub Mark up 10%														7.64	
Mark up 15% on GC self performed or supplied material														0.00	
Subtotal Change														83.99	
Bond 2%														1.68	
Total														85.66	



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-15

Date:

6/17/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

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Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-15 Relocate (1) receptacle & add (1) receptacle in room 101. Credit (1) data from room 106.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	10
3/4" CONN SS STL - EMT	2
3/4" PUSH-ON CLIP - SIDE MNT TO SCREW-ON STUD SUPPORT	2
#12 THHN BLACK	36
RED WIRECONN IDEAL 30-452 SIZE 452	4
4x 2 1/8" SQ BOX 3/4" KO	1
BOX SUPPORT HOLD-ITS	1
GROUND SCREW W/ INSUL #12 LEAD	1
1G DUPLEX REC PLATE - PLASTIC IVY	1
P&S CR20-GRY 20A 5-20R (DUPLEX RECEPTACLE)	1
Totals	59

Summary

Material		42.41
LABOR	(2.44 Hrs @ \$65.00)	158.60
O&M	(@ 15.000 %)	30.15
Credit		-154.81

Final Amount**\$76.35****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature:

Date:

6/17/20

Garling Construction Authorization**ORIGINAL**

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-15

6/17/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



General Contractors

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

COR #. **0021**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Friday, May 1, 2020

Project: Vets Memorial Coliseum Marshalltown

Field Bulletin #1 & 2 Electrical Changes

#	Description	Type	Qty	Rate	Expense Amount	Mark Up	Cost
00025	Bond				296.960		\$296.96
00025	VanMaanen Electric				13498.320	10.0000	\$14,848.15

PROPOSAL SUMMARY

Other Expense \$296.96
\$14,848.15
Net Costs \$15,145.11

Proposal Total \$15,145.11

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

Architect: x _____ Date: _____

GTG Architects LLC, Architect

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x _____ Date: **5-1-20**

Douglas R Mertens, Project Manager

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS
										HRS	\$			
FB1 - 1. - Sheet E101 First Floor - a & b														
160-800	FB1-1a- 2 HRU - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	665.86		665.86
160-800	FB1-1b- Basketball - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	1,759.40		1,759.40
	PHASE TOTAL													
FB1 - 2. - Sheet E102 Second Floor - a,b & c														
160-800	FB1-2a- 2 HRU - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	618.21		618.21
160-800	FB1-2b- Motorized Shades - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	2,929.19		2,929.19
160-800	FB1-2c- Scoreboards - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	2,253.68		2,253.68
	PHASE TOTAL													
FB1 - 3. - Sheet E500 Electrical Diagram - a,b,c & d														
160-800	FB1-3a cost - 20A to 70A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	2,378.72		2,378.72
160-800	FB1-3a credit - 20A to 70A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	(801.86)		(801.86)
160-800	FB1-3b cost - 125A to 150A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	2,319.87		2,319.87
160-800	FB1-3b credit - 125A to 150A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	(1,293.88)		(1,293.88)
160-800	FB1-3c - 125A to 175A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	1,730.04		1,730.04
160-800	FB1-3d cost - 90A to 80A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	1,388.83		1,388.83
160-800	FB1-3d credit - 125A to 150A - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	(1,022.25)		(1,022.25)
	PHASE TOTAL													
FB2 - 1. - Sheet E100 Basement Power Plan - a & b														
160-800	FB2-1a credit - Sewage Ejector - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	(184.78)		(184.78)
160-800	FB2-1b cost - Move Water Heater - VanMaanen	1	ls		1	sub			0.00	0.00	0.00	757.29		757.29
	PHASE TOTAL													
	JOB TOTAL							0.00	0.00	0.00	0.00	13,498.32	0.00	13,498.32

NET CHANGE 13,498.32

Sub Mark up 10% 1,349.83
Mark up 15% on self performed 0.00

Subtotal Change 14,848.15
Bond 2% 296.96
Total \$15,145.12

\$2,383.33 Van Maanen 15% mark up
\$1,349.83 Garling 10% mark up
\$3,733.16 total mark up



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-1A

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

note from returned submittal 238129

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

9. There appear to be two more heat recovery units HRU's than basis of design in this submittal. Contractor to provide addition units at no cost to the owner. Future field bulletin will add 208V 1PH circuit(s) to HRU's.
10. Airflows indicated in schedule differ from basis of design airflow. Where airflow from FOLH

Work Description

Scope: FB-1-1A

Add raceway, wiring and connection for (2) HRU units on 1st floor. Connect to nearest VRF circuit.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	10
3/4" CONN SS STL - EMT	4
3/4" 1-H STRAP - EMT - STEEL	2
1/2" FLEX - ALUMINUM	12
1/2" CONN FLEX DC SQUEEZE STRAIGHT	4
#12 THHN BLACK	100
RED WIRECONN IDEAL 30-452 SIZE 452	8
4x 2 1/8" SQ BOX COMB KO	2
4" SQ BLANK COVER	2
GROUND SCREW W/ INSUL #12 LEAD	2
#10x 1 1/2 WOOD SCREW	6
Totals	152

Summary

Material		121.41
LABOR	(7.04 Hrs @ \$65.00)	457.60
O&M	(@ 15.000 %)	86.85

Final Amount

\$665.86

Van Maanen Authorization:

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Labor appears high.

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-1A

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-1B

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-1-1B

Add raceway, wiring and connection for basketball hoops. Switch provided by others.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	40
3/4" CONN SS STL - EMT	10
3/4" COUPLING SS STL - EMT	4
3/4" 1-H STRAP - EMT - STEEL	5
#12 THHN BLACK	405
RED WIRECONN IDEAL 30-452 SIZE 452	5
4x 2 1/8" SQ BOX COMB KO	5
4" SQ BLANK COVER	1
4" SQ 1x TOGGLE SWITCH COVER	4
GROUND SCREW W/ INSUL #12 LEAD	5
1/4x 1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	15
19' LIFT RENTAL	1
Totals	500

Summary

Material		648.51
LABOR	(13.56 Hrs @ \$65.00)	881.40
O&M	(@ 15.000 %)	229.49

Final Amount**\$1,759.40****Van Maanen Authorization:**

Cost is fair and
reasonable

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-1B

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-2A

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-1-2A

Add raceway, wiring and connection for (2) HRU units on 2nd floor. Connect to nearest VRF circuit.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	20
3/4" CONN SS STL - EMT	4
3/4" 1-H STRAP - EMT - STEEL	3
1/2" FLEX - ALUMINUM	12
1/2" CONN FLEX DC SQUEEZE STRAIGHT	4
#12 THHN BLACK	140
RED WIRECONN IDEAL 30-452 SIZE 452	8
4x 2 1/8" SQ BOX COMB KO	2
4" SQ BLANK COVER	2
GROUND SCREW W/ INSUL #12 LEAD	2
#10x 1 1/2 WOOD SCREW	7
Totals	204

Summary

Material		150.17
LABOR	(5.96 Hrs @ \$65.00)	387.40
O&M	(@ 15.000 %)	80.64

Final Amount**\$618.21****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Cost is fair and
reasonable

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-2A

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-2B

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-1-2B

Add raceway, wiring and connections to (6) motor operated shades.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	140
3/4" CONN SS STL - EMT	15
3/4" COUPLING SS STL - EMT	14
3/4" 1-H STRAP - EMT - STEEL	18
1/2" FLEX - ALUMINUM	18
1/2" CONN FLEX DC SQUEEZE STRAIGHT	12
#12 THHN BLACK	750
RED WIRECONN IDEAL 30-452 SIZE 452	10
4x2 1/8" SQ BOX COMB KO	8
4" SQ BLANK COVER	7
GROUND SCREW W/ INSUL #12 LEAD	7
1/4x1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	22
#18 WIRE CONTROL TERM	6
19' LIFT RENTAL	1
Totals	1,028

Summary

Material		778.47
LABOR	(27.21 Hrs @ \$65.00)	1,768.65
O&M	(@ 15.000 %)	382.07

Final Amount**\$2,929.19****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Cost is fair and
reasonable

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-2B

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-2C

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-1-2C

Add raceway, wiring and connection to (2) scoreboards.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	140
3/4" CONN SS STL - EMT	5
3/4" COUPLING SS STL - EMT	14
3/4" 1-H STRAP - EMT - STEEL	18
#12 THHN BLACK	765
RED WIRECONN IDEAL 30-452 SIZE 452	5
4x 2 1/8" SQ BOX COMB KO	2
4" SQ 1x DUPLEX REC COVER	2
GROUND SCREW W/ INSUL #12 LEAD	2
1/4x 1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	30
P&S CR20-GRY 20A 5-20R (DUPLEX RECEPTACLE)	2
19' LIFT RENTAL	1
Totals	986

Summary

Material		592.12
LABOR	(21.04 Hrs @ \$65.00)	1,367.60
O&M	(@ 15.000 %)	293.96

Final Amount**\$2,253.68****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Cost is fair and
reasonable

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-2C

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

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FB-1-3A COST

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-1-3A COST

Change DOAS-2 preheat from 20 amp 3 pole circuit to a 70 amp 3 pole circuit. Price includes credit from original circuit.

Breakdown

Description	Qty
1 1/4" CONDUIT - EMT	50
1 1/4" CONN SS STL - EMT	2
1 1/4" COUPLING SS STL - EMT	5
1 1/4" COUPLING - RMC - GALV	1
1 1/4" 1-H STRAP - EMT - STEEL	7
1 1/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	6
1 1/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	2
# 8 THHN BLACK	67
# 4 THHN BLACK	201
70A 3P BREAKER BOLT-ON	1
Totals	342

Summary

Material			1,337.20
LABOR	(11.25 Hrs @ \$65.00)	Only 4.92 Hr credit provided for same work. \$411.45 additional labor cost	731.25
O&M	(@ 15.000 %)		310.27
Final Amount			\$2,378.72

Van Maanen Authorization:

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-3A COST

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-3A CREDIT

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description**Scope:** FB-1-3A CREDIT

Change DOAS-2 preheat from 20 amp 3 pole circuit to a 70 amp 3 pole circuit. Price include credit from original circuit.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	-50
3/4" CONN SS STL - EMT	-2
3/4" COUPLING SS STL - EMT	-5
3/4" COUPLING - RMC - GALV	-1
3/4" 1-H STRAP - EMT - STEEL	-7
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	-6
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	-2
#12 THHN BLACK	-268
20A 3P BREAKER BOLT-ON	-1
Totals	-342

Summary

Material		-482.06
LABOR	(-4.92 Hrs @ \$65.00)	-319.80
O&M	(@ 0.000 %)	-0.00

Final Amount**~~\$-801.86~~****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

Garling Construction Authorization**ORIGINAL**

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-3A CREDIT

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-3B COST

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description**Scope:** FB-1-3B COST

Change DOAS-2 circuit from 125 amp 3 pole to 150 amp 3 pole circuit. Price includes credit from original circuit.

Breakdown

Description	Qty
2" CONDUIT - EMT	50
2" ELBOW 90 DEG - EMT	3
2" CONN SS STL - EMT	2
2" COUPLING SS STL - EMT	5
2" COUPLING - RMC - GALV	1
2" BUSHING - PLASTIC	2
2" 1-H STRAP - EMT - STEEL	7
2" FLEX - LIQUIDTIGHT METALLIC - GRAY	6
2" CONN STRAIGHT - LIQUIDTIGHT DIECAST	2
#6 THHN BLACK	68
#1/0 THHN BLACK	272
150A 3P BREAKER - NEMA 1	1
Totals	419

Summary

Material		Only 12.69 Hrs. provided for credit. \$567.45 additional labor cost	624.98
LABOR	(21.42 Hrs @ \$65.00)		1,392.30
O&M	(@ 15.000 %)		302.59

Final Amount**\$2,319.87****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-3B COST

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-3B CREDIT

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description**Scope:** FB-1-3B CREDIT

Change DOAS-2 circuit from 125 amp 3 pole to 150 amp 3 pole circuit. Price includes credit from original circuit.

Breakdown

Description	Qty
1 1/2" CONDUIT - EMT	-50
1 1/2" ELBOW 90 DEG - EMT	-3
1 1/2" CONN SS STL - EMT	-2
1 1/2" COUPLING SS STL - EMT	-5
1 1/2" COUPLING - RMC - GALV	-1
1 1/2" BUSHING - PLASTIC	-2
1 1/2" 1-H STRAP - EMT - STEEL	-7
1 1/2" FLEX - LIQUIDTIGHT METALLIC - GRAY	-6
1 1/2" CONN STRAIGHT - LIQUIDTIGHT DIECAST	-2
# 8 THHN BLACK	-68
# 1 THHN BLACK	-272
125A 3P BREAKER - NEMA 1	-1
Totals	-419

Summary

Material		-469.03
LABOR	(-12.69 Hrs @ \$65.00)	-824.85
O&M	(@ 0.000 %)	-0.00

Final Amount**\$-1,293.88****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1-3B CREDIT

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL

Van Maanen Electric Inc.

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-13 (C) TOTAL

Date:

3/18/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Total cost (including credit of original material) to change elevator feeder from 125 amp circuit to 175 amp circuit.

Breakdown

Description	Qty
2 1/2" CONDUIT - EMT	30
2 1/2" CONN SS STL - EMT	2
2 1/2" COUPLING SS STL - EMT	3
2 1/2" BUSHING - PLASTIC	4
2 1/2" FIELD BEND - EMT	3
2 1/2" 1-H STRAP - RMC / EMT- STEEL	5
2 1/2" FLEX - ALUMINUM	6
2 1/2" CONN FLEX DC SQUEEZE STRAIGHT	1
2 1/2" CONN FLEX DC SQUEEZE 90 DEG	1
#4 THHN BLACK	40
#4/0 THHN BLACK	160
Totals	255

Summary

Material		1,559.56
LABOR	(18.83 Hrs @ \$65.00)	1,223.95
O&M	(@ 15.000 %)	417.53
Credit		-1,471.00

See next VanMaanen PR for credit

Final Amount

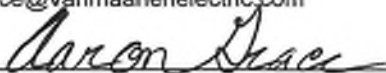
\$1,730.04

Van Maanen Authorization:

Only 9.85 Hrs. provided for credit.
\$583.70 additional labor cost

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature:



Date:

3/18/20

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1 3 (C) TOTAL

3/18/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1 3 (C) Credit

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

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1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Credit for original 125 amp circuit for elevator.

Breakdown

Description	Qty
2" CONDUIT - EMT	30
2" CONN SS STL - EMT	2
2" COUPLING SS STL - EMT	3
2" BUSHING - PLASTIC	4
2" FIELD BEND - EMT	3
2" 1-H STRAP - RMC - STEEL	5
2" FLEX - ALUMINUM	6
2" CONN FLEX DC SQUEEZE STRAIGHT	1
2" CONN FLEX DC SQUEEZE 90 DEG	1
#6 THHN BLACK	40
#1/0 THHN BLACK	160
Totals	255

Summary

Material
LABOR (9.85 Hrs @ \$65.00)

830.75

640.25

Final Amount**\$1,471.00****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

Garling Construction Authorization**ORIGINAL**

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-1 3 (C) Credit

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-3D COST

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description**Scope:** FB-1-3D COST

Change circuits to CU-1 from 90 amp 3 pole to 80 amp 3 pole circuits. Price includes credit from the original circuits.

Breakdown

Description	Qty
# 4 THHN BLACK	420
Totals	420

Summary

Material		789.73
LABOR	(6.43 Hrs @ \$65.00)	417.95
O&M	(@ 15.000 %)	181.15

Final Amount**\$1,388.83****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-1-3D CREDIT

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description**Scope:** FB-1-3D CREDIT

Change circuits to CU-1 from 90 amp 3 pole to 80 amp 3 pole circuits. Price includes credit from the original circuits.

Breakdown

Description	Qty
# 3 THHN BLACK	-420
Totals	-420

Summary

Material		-697.25
LABOR	(-5.00 Hrs @ \$65.00)	-325.00
O&M	(@ 0.000 %)	-0.00

Final Amount**\$1,022.25****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-2-1A

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-2-1A

Credit circuit to sewage ejector SE-1.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	-10
3/4" CONN SS STL - EMT	-2
3/4" 1-H STRAP - EMT - STEEL	-2
1/2" FLEX - ALUMINUM	-6
1/2" CONN FLEX DC SQUEEZE STRAIGHT	-2
#12 THHN BLACK	-80
RED WIRECONN IDEAL 30-452 SIZE 452	-3
4x 2 1/8" SQ BOX COMB KO	-1
4" SQ BLANK COVER	-1
GROUND SCREW W/ INSUL #12 LEAD	-1
#10x 1 1/2 WOOD SCREW	-4
Totals	-112

Breaker credit?

Summary

Material		-53.48
LABOR	(-2.02 Hrs @ \$65.00)	-131.30
O&M	(@ 0.000 %)	-0.00

Final Amount**\$-184.78****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-2-1A

4/10/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Garling Construction Authorization

Name: Doug Mertens

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-2-1B

Date:

4/10/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-2-1B Extend circuits for water heater DWH-1 & circulating pump DWP-1.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	70
3/4" COUPLING SS STL - EMT	7
#12 THHN BLACK	350
Totals	427

Summary

Material		236.66
LABOR	(6.49 Hrs @ \$65.00)	421.85
O&M	(@ 15.000 %)	98.78

Final Amount**\$757.29****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature: _____ Date: _____

Garling Construction Authorization

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL

TRANSMITTAL

CPMI

1001 Grand Ave, Suite 201
West Des Moines, IA 50265

TELEPHONE NO.: (515) 244-1166
FACSIMILE NO.: (515)244-5040

TO: City of Marshalltown
24 North Center Street
Marshalltown, IA 50159

DATE: 18 June 2020

RE: Veterans Memorial Coliseum
Renovation

Attn: Geoff Hubbard

Project No. 19105

MESSAGE: Change Order Request submitted by Garling for approval.

WE ARE SENDING YOU:

X attached
— under separate cover
ACTION

COPIES	DESCRIPTION	ACTION
1	Garling Construction Inc. Change Order Request 0021 In the amount of – \$15,145.11 RE: Field Bulletin #1 & #2 electrical changes	For Approval
1	Garling Construction Inc. Change Order Request 0026 In the amount of - \$8,228.29 RE: Field Bulletin #11 – east & west stair modifications	For Approval

CPMI

BY: David Deemer
David Deemer, Project Manager

Cc:

TRANSMITTAL

CPMI

1001 Grand Ave, Suite 201
West Des Moines, IA 50265

TELEPHONE NO.: (515) 244-1166
FACSIMILE NO.: (515)244-5040

TO: City of Marshalltown
24 North Center Street
Marshalltown, IA 50159

DATE: 8 July 2020

RE: Veterans Memorial Coliseum
Renovation

Attn: Geoff Hubbard

Project No. 19105

MESSAGE: Change Order Request submitted by Garling for approval.

WE ARE SENDING YOU:

X attached
— under separate cover
ACTION

COPIES	DESCRIPTION	ACTION
1	Garling Construction Inc. Change Order Request 0030 In the amount of – (-828.00) RE: Credit from returned signage shop drawings	For Approval
1	Garling Construction Inc. Change Order Request 0031 In the amount of - \$85.67 RE: Owner request power and data restructuring	For Approval

CPMI

BY: David Deemer
David Deemer, Project Manager

Cc:



General Contractors

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

COR #. 030

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date Thursday, June 18, 2020
Project: Vets Memorial Collisum Marshalltown	
Change order to credit signage and installation per submittal return.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00034	ASI Signage				-828.000		(\$828.00)

PROPOSAL SUMMARY

(\$828.00)

Net Costs (\$828.00)

Proposal Total (\$ 828.00)

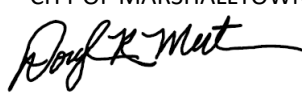
~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x  Date: 7-8-2020

GTG Architects LLC, Architect

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x  Date: 6-18-20

Douglas R Mertens, Project Manager



Change Order Request

Garling Construction

1120 11th Street

Belle Plaine, IA 52208

ATTN: Doug Mertens

Date: 6.18.2020

Change Order Request No: 1

Contract/Job No: ##CONTRACT 54118100613

ASI Project No: 195146

Project: Veterans Memorial Coliseum Renovation

Item	Description:	Price	QTY.	Total
1	Deduct of signage per returned submittal	(\$662.00)	1	(\$662.00)
2	Deduct Installation of Item 1	(\$166.00)	1	(\$166.00)

Original Contract Sum	\$3,533.00
Net Change by previous authorized Change Orders	\$0.00
Contract Sum Prior to this Change Order	\$3,533.00
Contract Sum will Increase/Decrease	(\$828.00)
New Contract Sum Including this Change Order	\$2,705.00
Pending Change Order Requests (not included in new Contract Sum)	\$0.00

Submitted By: 

ASI will commence with these changes once a valid change order has been received and validated by our accounting department. Verbal, email or other forms of notices to proceed, generally will not be accepted as formal approval to proceed with these changes.

Estimated lead time is <XX> weeks from ASI change order approval.



General Contractors

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

COR #. **0031**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date

Tuesday, June 23, 2020

Project: Vets Memorial Coliseum Marshalltown
Conference Room 101 Power and Data Restructuring.

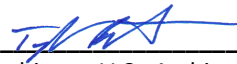
#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00035	Van Maanen				76.350	10.0000	\$83.99
00035	Bond	Other Expense		0.000	1.680		\$1.68

PROPOSAL SUMMARY

\$83.99
Other Expense \$1.68
Net Costs \$85.67

Proposal Total \$ 85.67

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

Architect: x 
GTG Architects LLC, Architect

Date: 7-8-2020

Owner: x CITY OF MARSHALLTOWN

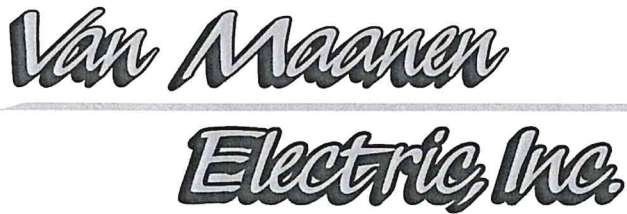
Date: _____

PM: x 
Douglas R Mertens, Project Manager

Date: 6-23-20

AS OF: 6/23/2020

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
160-800															
	Van Maanen	1	sub						0.00	0.00	0.00	76.35		76.35	
	PHASE TOTAL														76.35
	JOB TOTAL							0.00	0.00	0.00	0.00	76.35	0.00		76.35
NET CHANGE														76.35	
Sub Mark up 10%														7.64	
Mark up 15% on GC self performed or supplied material														0.00	
Subtotal Change														83.99	
Bond 2%														1.68	
Total														85.66	



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

FB-15

Date:

6/17/2020

Project Name:

Marshalltown Veterans Memorial Coliseum Renovation

Page Number:

1

Garling Construction

Contact: Doug Mertens
1120 11th Street
Belle Plaine, IA 52208
Telephone: 319-444-3409
E-mail: mert@garlingconstruction.com

Work Description

Scope: FB-15 Relocate (1) receptacle & add (1) receptacle in room 101. Credit (1) data from room 106.

Breakdown

Description	Qty
3/4" CONDUIT - EMT	10
3/4" CONN SS STL - EMT	2
3/4" PUSH-ON CLIP - SIDE MNT TO SCREW-ON STUD SUPPORT	2
#12 THHN BLACK	36
RED WIRECONN IDEAL 30-452 SIZE 452	4
4x 2 1/8" SQ BOX 3/4" KO	1
BOX SUPPORT HOLD-ITS	1
GROUND SCREW W/ INSUL #12 LEAD	1
1G DUPLEX REC PLATE - PLASTIC IVY	1
P&S CR20-GRY 20A 5-20R (DUPLEX RECEPTACLE)	1
Totals	59

Summary

Material		42.41
LABOR	(2.44 Hrs @ \$65.00)	158.60
O&M	(@ 15.000 %)	30.15
Credit		-154.81

Final Amount**\$76.35****Van Maanen Authorization:**

Project Manager: Aaron Grace
Phone Number: 641-791-9473
E-mail: agrace@vanmaanenelectric.com

Signature:

Date:

6/17/20

Garling Construction Authorization**ORIGINAL**

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

FB-15

6/17/2020

Marshalltown Veterans Memorial Coliseum Renovation

2

Name: Doug Mertens

Signature: _____ Date: _____

ORIGINAL

**TENTATIVE RESOLUTION PROVIDING FOR THE VACATION, CONVEYANCE,
AND TRANSFER OF THE ALLEY HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA, TO JOSE ANGEL REGALADO
AND ADRIANA REGALADO**

WHEREAS, the Council of the City of Marshalltown, Iowa, proposing to vacate, transfer, and convey subject to existing easements of record for utility purposes that part of the East-West alley located in Block 3 of the Town of North Marshall described as follows:

All that part of the East-West Alley beginning at the East Right-Of-Way Line of North Center Street and ending at the West Right-Of-Way Line of the North-South Alley, all in Block 3, Town of North Marshall, Marshall County, Iowa, subject to existing easements for utility purposes.

; and

WHEREAS, the consideration for the vacation, transfer, and conveyance of the alley above described to Jose Angel Regalado and Adriana Regalado, as set forth above, is the full sum of One Dollar, the payment of any required survey, all costs of recording, publication of notices, and all administrative expense in connection with same, by Jose Angel Regalado and Adriana Regalado;

WHEREAS, this property to be vacated is not required for any public purposes, the rights of private persons will not be adversely affected and the consideration to be paid is fair.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution proposes to vacate, transfer, and convey title by Quit Claim Deed to the following described part of the East-West alley located in Block 3 of the Town of North Marshall., to wit:

All that part of the East-West Alley beginning at the East Right-Of-Way Line of North Center Street and ending at the West Right-of-Way Line of the North-South Alley, all in Block 3, Town of North Marshall, Marshall County, Iowa, subject to existing easements for utility purposes.

Section 2. The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 27th day of July, 2020, and will hold a public hearing to consider any

and all comments with the City Clerk or made in open council to the proposal for vacation of the alley as herein described and to take final action thereon.

SECTION 3. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing

Passed this ____ day of _____, 2020, and signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN

by _____
Joel T.S. Greer, Mayor

ATTEST:

by _____
Jessica Kinser, City Administrator

COMPARISON CALCULATION - see spreadsheet for detail



Calculation of land value		8418-26-454-036
Adjacent lot #A		ASSESSED: COMMERCIAL
Adjacent lot dimension		
Lot size in square feet:	20,316 sq.ft.	PARKING LOT
Assessed value of lot:	\$ 20,320.00	OWNER: REGALADO, JOSE & ADRIANA
	\$ 1.00	Calculated assessed value per square foot

Calculation of land value		8418-26-454-037
Adjacent lot #B		ASSESSED: RESIDENTIAL
Adjacent lot dimension		
Lot size in square feet:	34,549 sq.ft.	116 N 1ST AVE PARKING LOT
Assessed value of lot:	\$ 21,820.00	OWNER: BENSCOTER, GREGORY
	\$ 0.63	Calculated assessed value per square foot

Calculation of land value		841826454005
Adjacent lot #C		ASSESSED: COMMERCIAL
Adjacent lot dimension		
Lot size in square feet:	32,400 180 x 180 sq.ft.	107 N CENTER STREET
Assessed value of lot:	\$ 46,100.00	OWNER: REGALADO, JOSE & ADRIANA
	\$ 1.42	Calculated assessed value per square foot

Property for sale - dimension	2,880 sq. ft.	\$	1.018201052
180' x 16'			(Average cost per sq. ft.)
	\$ 2,881.00	Calculated purchase price - lot value #A	
	\$ 1,819.00	Calculated purchase price - lot value #B	
	\$ 4,098.00	Calculated purchase price - lot value #C	
Cost, per average	\$ 2,932.00	AVERAGE	

JOSE REGALADO & ADRIANA REGALADO Request to Vacate and Purchase
Entire E/W alley north of and adjacent to 107 N Center Street
Purchaser responsible for survey, legal and recording expenses for the quit claim deed, including publication costs.
Purchaser must also record affidavit of non-severability at the time the deed is recorded.

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE 1st STREET PARKING LOT REPAIR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. PLT19001
IN THE AMOUNT OF \$981,952.50

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 1st Street Parking Lot Repair Project, being Project No. PLT19001, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Con-Struct, Marshalltown, Iowa	\$981,952.50
Caliber Concrete, Adair, Iowa	\$1,366,462.44
All Star Concrete, Ankeny, Iowa	Withdrawn

After consideration of all bids filed, there was determined by the Council that the bid of Con-Struct, Marshalltown, Iowa is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Con-Struct, Marshalltown, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Nine Hundred Eighty-One Thousand Nine Hundred Fifty-Two and .50/100 (\$981,952.50) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 13th day of July, 2020, and signed this _____day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

BID TABULATION

**S. 1st Street Parking Lot Stormwater Improvement Project
Marshalltown, Iowa**

BID DATE: July 7, 2020 at 10 AM
FOX PN: 7061-18A.420

ITEM NO.	CONTRACTORS:				Engineer's Opinion Probable Cost		Con-Struct, Inc. 1710 East Main Street Marshalltown, IA 50158		Caliper Concrete, LLC 309 Audubon Street Adair, IA 50002		All Star Concrete LLC 1403 SW Ordinance Road Ankeny, IA 50023	
	CHECK OR BID BOND						Bid Bond		Bid Bond		Bid Bond	
	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	DIVISION 1 - GENERAL PROVISIONS AND COVENANTS											
1.01	EXPLORATORY DIGGING & POTHOLING	HR	10	\$ 450.00	\$ 4,500.00	\$ 250.00	\$ 2,500.00	\$ 192.50	\$ 1,925.00	\$ 187.25	\$ 1,872.50	
1.02	SIGNAGE	EA	5	\$ 250.00	\$ 1,250.00	\$ 325.00	\$ 1,625.00	\$ 250.00	\$ 1,250.00	\$ 347.75	\$ 1,738.75	
1.03	SITE ELECTRICAL INSTALLATIONS AND LIGHTING	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 122,000.00	\$ 122,000.00	\$ 136,900.50	\$ 136,900.50	\$ 32,100.00	\$ 32,100.00	
1.04	REMOVE AND REINSTALL SIGN	EA	2	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 535.00	\$ 1,070.00	
1.05	BOLLARDS	EA	9	\$ 1,000.00	\$ 9,000.00	\$ 800.00	\$ 7,200.00	\$ 400.00	\$ 3,600.00	\$ 695.50	\$ 6,259.50	
	DIVISION 2 - EARTHWORK											
2.01	TOPSOIL, OFF-SITE	CY	245	\$ 12.00	\$ 2,940.00	\$ 40.00	\$ 9,800.00	\$ 38.50	\$ 9,432.50	\$ 37.45	\$ 9,175.25	
2.02	EXCAVATION, CLASS 10	CY	797	\$ 20.00	\$ 15,940.00	\$ 8.00	\$ 6,376.00	\$ 10.45	\$ 8,328.65	\$ 10.17	\$ 8,105.49	
2.03	BELOW GRADE EXCAVATION (CORE OUT)	CY	100	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 11.00	\$ 1,100.00	\$ 10.70	\$ 1,070.00	
2.04	SUBGRADE PREPARATION, 6-INCH	SY	496	\$ 8.00	\$ 3,968.00	\$ 2.00	\$ 992.00	\$ 4.40	\$ 2,182.40	\$ 4.28	\$ 2,122.88	
2.05	SUBGRADE PREPARATION, 12-INCH	SY	4186	\$ 10.00	\$ 41,860.00	\$ 4.00	\$ 16,744.00	\$ 5.50	\$ 23,023.00	\$ 5.35	\$ 22,395.10	
2.06	SUBGRADE TREATMENT, CONTINGENCY	SY	4162	\$ 6.00	\$ 24,972.00	\$ 5.00	\$ 20,810.00	\$ 33.00	\$ 137,346.00	\$ 5.35	\$ 22,266.70	*
2.07	SUBBASE, MODIFIED, 4-INCH	SY	500	\$ 25.00	\$ 12,500.00	\$ 5.00	\$ 2,500.00	\$ 8.80	\$ 4,400.00	\$ 8.56	\$ 4,280.00	
2.08	COMPACTION TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,750.00	\$ 2,750.00	\$ 2,675.00	\$ 2,675.00	
2.09	GEOGRID	SY	3200	\$ 4.00	\$ 12,800.00	\$ 3.00	\$ 9,600.00	\$ 2.75	\$ 8,800.00	\$ 2.68	\$ 8,576.00	*
	DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION											
3.01	TRENCH FOUNDATION	TON	50	\$ 35.00	\$ 1,750.00	\$ 20.00	\$ 1,000.00	\$ 44.70	\$ 2,235.00	\$ 32.10	\$ 1,605.00	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL, TRENCH	CY	50	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 61.20	\$ 3,060.00	\$ 57.78	\$ 2,889.00	
3.03	TRENCH COMPACTION TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,750.00	\$ 2,750.00	\$ 3,745.00	\$ 3,745.00	
	DIVISION 4 - SEWERS AND DRAINS											
4.01	STORM SEWER, TRENCHED, RCP, 12-INCH	LF	24	\$ 65.00	\$ 1,560.00	\$ 60.00	\$ 1,440.00	\$ 65.50	\$ 1,572.00	\$ 44.94	\$ 1,078.56	
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH	LF	211	\$ 75.00	\$ 15,825.00	\$ 60.00	\$ 12,660.00	\$ 59.00	\$ 12,449.00	\$ 47.08	\$ 9,933.88	
4.03	STORM SEWER, TRENCHED, RCP, 18-INCH	LF	204	\$ 95.00	\$ 19,380.00	\$ 65.00	\$ 13,260.00	\$ 63.00	\$ 12,852.00	\$ 52.43	\$ 10,695.72	
4.04	STORM SEWER, TRENCHED, RCP, 21-INCH	LF	267	\$ 105.00	\$ 28,035.00	\$ 83.00	\$ 22,161.00	\$ 79.00	\$ 21,093.00	\$ 56.71	\$ 15,141.57	
4.05	ROOF DRAIN CONNECTION, 6-INCH, PVC	LF	72	\$ 30.00	\$ 2,160.00	\$ 75.00	\$ 5,400.00	\$ 87.00	\$ 6,264.00	\$ 42.80	\$ 3,081.60	
	DIVISION 5 - WATER MAIN AND APPURTENANCES											
5.01	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 6-INCH	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 6,621.00	\$ 13,242.00	\$ 321.00	\$ 642.00	
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	EA	8	\$ 4,500.00	\$ 36,000.00	\$ 5,000.00	\$ 40,000.00	\$ 5,640.00	\$ 45,120.00	\$ 4,253.25	\$ 34,026.00	
6.02	STORM SEWER INTAKE, SW-502, 48-INCH	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,504.00	\$ 13,512.00	\$ 4,868.50	\$ 14,605.50	
6.03	STORM SEWER INTAKE, SW-506	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 6,600.00	\$ 6,600.00	\$ 7,310.00	\$ 7,310.00	\$ 6,393.28	\$ 6,393.28	
6.04	STORM SEWER INTAKE, SW-511	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,011.00	\$ 5,011.00	\$ 1,765.50	\$ 1,765.50	
6.05	TRENCH DRAIN, 8-INCH	LF	38	\$ 150.00	\$ 5,700.00	\$ 250.00	\$ 9,500.00	\$ 82.50	\$ 3,135.00	\$ 80.25	\$ 3,049.50	
	DIVISION 7 - STREETS AND RELATED WORK											
7.01	PCC PAVEMENT, 7.0-INCH	SY	1013	\$ 60.00	\$ 60,780.00	\$ 47.00	\$ 47,611.00	\$ 56.00	\$ 56,728.00	\$ 55.00	\$ 55,715.00	
7.02	PCC PAVEMENT, 8.0-INCH	SY	1134	\$ 70.00	\$ 79,380.00	\$ 55.00	\$ 62,370.00	\$ 65.36	\$ 74,118.24	\$ 70.00	\$ 79,380.00	
7.03	PCC 6-INCH CURB AND GUTTER, 2.0 FT SECTION	LF	1181	\$ 30.00	\$ 35,430.00	\$ 30.00	\$ 35,430.00	\$ 38.75	\$ 45,763.75	\$ 32.00	\$ 37,792.00	
7.04	PCC 6-INCH CURB AND GUTTER, 2.5 FT SECTION	LF	203	\$ 35.00	\$ 7,105.00	\$ 32.00	\$ 6,496.00	\$ 43.75	\$ 8,881.25	\$ 36.00	\$ 7,308.00	
7.05	BEAM CURB	LF	29	\$ 35.00	\$ 1,015.00	\$ 100.00	\$ 2,900.00	\$ 75.00	\$ 2,175.00	\$ 45.00	\$ 1,305.00	
7.06	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,562.97	\$ 3,562.97	
7.07	REMOVAL OF DRIVEWAY	SY	20	\$ 6.00	\$ 120.00	\$ 10.00	\$ 200.00	\$ 7.15	\$ 143.00	\$ 6.96	\$ 139.20	*
7.08	REMOVAL AND DISPOSAL OF SIDEWALK	SY	355	\$ 6.00	\$ 2,130.00	\$ 10.00	\$ 3,550.00	\$ 7.15	\$ 2,538.25	\$ 6.96	\$ 2,470.80	*
7.09	5-INCH PCC SIDEWALK	SY	485	\$ 70.00	\$ 33,950.00	\$ 60.00	\$ 29,100.00	\$ 60.00	\$ 29,100.00	\$ 55.00	\$ 26,675.00	
7.10	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	SY	20	\$ 40.00	\$ 800.00	\$ 230.00	\$ 4,600.00	\$ 210.00	\$ 4,200.00	\$ 214.00	\$ 4,280.00	
7.11	DETECTABLE WARNING PANEL	SF	16	\$ 100.00	\$ 1,600.00	\$ 45.00	\$ 720.00	\$ 100.00	\$ 1,600.00	\$ 55.00	\$ 880.00	
7.12	DRIVEWAY, PAVED	SY	20	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00	\$ 55.02	\$ 1,100.40	\$ 58.00	\$ 1,160.00	
7.13	PCC FULL DEPTH PATCH	SY	520	\$ 85.00	\$ 44,200.00	\$ 100.00	\$ 52,000.00	\$ 150.00	\$ 78,000.00	\$ 78.00	\$ 40,560.00	
7.14	SUBBASE OVER-EXCAVATION	TON	25	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00	\$ 33.00	\$ 825.00	\$ 32.10	\$ 802.50	
7.15	REMOVAL AND DISPOSITION OF PAVEMENT	SY	4545	\$ 6.00	\$ 27,270.00	\$ 6.00	\$ 27,270.00	\$ 6.90	\$ 31,360.50	\$ 6.69	\$ 30,406.05	*
7.16	CURB AND GUTTER REMOVAL AND DISPOSAL	LF	186	\$ 15.00	\$ 2,790.00	\$ 5.00	\$ 930.00	\$ 5.50	\$ 1,023.00	\$ 5.35	\$ 995.10	
7.17	ENGINEERING FABRIC	SY	3200	\$ 4.00	\$ 12,800.00	\$ 2.00	\$ 6,400.00	\$ 3.30	\$ 10,560.00	\$ 3.21	\$ 10,272.00	
7.18	UNDERDRAIN, TYPE 1, 6-INCH	LF	754	\$ 25.00	\$ 18,850.00	\$ 40.00	\$ 30,160.00	\$ 53.00	\$ 39,962.00	\$ 13.38	\$ 10,088.52	*
7.19	STORAGE AGGREGATE, 3/4-INCH	TON	2375	\$ 28.00	\$ 66,500.00	\$ 25.00	\$ 59,375.00	\$ 33.00	\$ 78,375.00	\$ 31.83	\$ 75,596.25	*
7.20	FILTER AGGREGATE	TON	250	\$ 25.00	\$ 6,250.00	\$ 30.00	\$ 7,500.00	\$ 26.40	\$ 6,600.00	\$ 25.68	\$ 6,420.00	
7.21	PERMEABLE INTERLOCKING PAVERS	SY	1130	\$ 52.00	\$ 58,760.00	\$ 47.25	\$ 53,392.50	\$ 69.30	\$ 78,309.00	\$ 48.15	\$ 54,409.50	

BID DATE: July 7, 2020 at 10 AM
FOX PN: 7061-18A.420

BID DATE: July 7, 2020 at 10 AM
FOX PN: 7061-18A.420

CONTRACTORS:				Engineer's Opinion Probable Cost		Con-Struct, Inc. 1710 East Main Street Marshalltown, IA 50158		Caliper Concrete, LLC 309 Audubon Street Adair, IA 50002		All Star Concrete LLC 1403 SW Ordinance Road Ankeny, IA 50023			
CHECK OR BID BOND						Bid Bond		Bid Bond		Bid Bond			
DIVISION 8 - TRAFFIC CONTROL													
8.01	TEMPORARY TRAFFIC CONTROL & STAGING	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 8,881.00	\$ 8,881.00		
8.02	PAINTED PAVEMENT MARKINGS	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,813.65	\$ 1,813.65		
DIVISION 9 - SITE WORK AND LANDSCAPING													
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SQ	1	\$ 2,500.00	\$ 2,000.00	\$ 2,625.00	\$ 2,100.00	\$ 2,500.00	\$ 2,000.00	\$ 2,675.00	\$ 2,140.00		
9.02	PLANTS WITH WARRANTY	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,175.00	\$ 14,175.00	\$ 14,850.00	\$ 14,850.00	\$ 14,445.00	\$ 14,445.00		
9.03	FILTER SOCK, 9-INCH	LF	1680	\$ 4.00	\$ 6,720.00	\$ 1.50	\$ 2,520.00	\$ 1.55	\$ 2,604.00	\$ 1.50	\$ 2,520.00		
9.04	FILTER SOCK, REMOVAL	LF	1680	\$ 2.00	\$ 3,360.00	\$ 0.30	\$ 504.00	\$ 0.35	\$ 588.00	\$ 0.32	\$ 537.60	*	
9.05	STABILIZED CONSTRUCTION ENTRANCE, 3-INCH	TON	55	\$ 25.00	\$ 1,375.00	\$ 50.00	\$ 2,750.00	\$ 33.00	\$ 1,815.00	\$ 32.10	\$ 1,765.50		
9.06	MODULAR BLOCK RETAINING WALL	SF	1120	\$ 40.00	\$ 44,800.00	\$ 21.50	\$ 24,080.00	\$ 34.65	\$ 38,808.00	\$ 21.94	\$ 24,572.80	*	
9.07	10 MIL PLASTIC SHEETING BARRIER	SY	242	\$ 5.00	\$ 1,210.00	\$ 4.00	\$ 968.00	\$ 11.00	\$ 2,662.00	\$ 10.70	\$ 2,589.40		
9.08	STORAGE ROCK BAFFLES	LF	250	\$ 20.00	\$ 5,000.00	\$ 25.00	\$ 6,250.00	\$ 500.00	\$ 125,000.00	\$ 5.35	\$ 1,337.50		
9.09	SYNTHETIC MULCH	CY	75	\$ 55.00	\$ 4,125.00	\$ 420.00	\$ 31,500.00	\$ 44.00	\$ 3,300.00	\$ 160.50	\$ 12,037.50		
9.10	DUMPSTER ENCLOSURE	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 31,000.00	\$ 31,000.00	\$ 10,500.00	\$ 10,500.00	\$ 27,862.80	\$ 27,862.80		
DIVISION 10 - DEMOLITION (NOT USED)													
DIVISION 11 - MISCELLANEOUS													
11.01	MOBILIZATION	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$109,200.00	\$ 109,200.00	\$ 60,498.44	\$ 60,498.44		
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,730.00	\$ 2,730.00	\$ 2,675.00	\$ 2,675.00		
TOTAL BASE BID				\$ 988,635.00		\$ 961,594.50		\$ 1,366,462.44		*	\$ 846,253.36	*	
BID ALTERNATE NO. 1													
ALT 1.01	PCC PAVEMENT, 7.0-INCH	SY	-1013	\$ 60.00	\$ (60,780.00)	\$ 47.00	\$ (47,611.00)	\$ -	\$ -	\$ 55.00	\$ (55,715.00)		
ALT 1.02	PCC PAVEMENT, 8.0-INCH	SY	-914	\$ 70.00	\$ (63,980.00)	\$ 55.00	\$ (50,270.00)	\$ -	\$ -	\$ 70.00	\$ (63,980.00)		
ALT 1.03	PAVEMENT, HMA, 7.5-INCH	SY	895	\$ 47.00	\$ 42,065.00	\$ 51.00	\$ 45,645.00	\$ -	\$ -				
ALT 1.04	PAVEMENT, HMA, 8.5-INCH	SY	899	\$ 53.00	\$ 47,647.00	\$ 56.00	\$ 50,344.00	\$ -	\$ -				
ALT 1.05	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -				
ALT 1.06	PCC EDGE RESTRAINT, PERMEABLE PAVER BORDER	LF	610	\$ 35.00	\$ 21,350.00	\$ 25.00	\$ 15,250.00	\$ -	\$ -	\$ 42.00	\$ 25,620.00		
BID ALTERNATE NO. 1 TOTAL				\$ (11,698.00)		\$ 20,358.00		\$ -			\$ (94,075.00)	*	
TOTAL WITH BASE BID AND BID ALTERNATE NO. 1				\$ 976,937.00		\$ 981,952.50		\$ 1,366,462.44		*	\$ 752,178.36	*	
										*	Denotes mathematical error		*
Bid Withdrawn													



July 8, 2020

Mayor & City Council

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

S. 1st Street Parking Lot Stormwater Improvements Project

Recommendation of Award

FOX Ref No: 7061-18A.440

City Ref No: PLT190001

Dear Mayor and City Council:

The City of Marshalltown received bids on July 7, 2020 for the S. 1st Street Parking Lot Stormwater Improvements Project. The project generally includes approximately 4,545 SY of pavement removal, 797 CY of earthwork, 2,687 SY of PCC or HMA pavement, 1,130 SY of permeable pavers, 485 SY of PCC sidewalk, 1,384 LF of curb and gutter, 778 LF of storm sewer, 754 LF of underdrain, 1,120 SF of modular block retaining wall, an electric vehicle charging station, lighting, traffic control, seeding, landscaping, and associated other work for construction.

The City of Marshalltown received 3 bids on the project. The Engineer's opinion of probable construction cost for the base bid was \$988,650. The bid tabulation Summary is attached for your reference.

All Star Concrete LLC submitted the apparent low base bid at the bid letting of \$915,272.80. However, after bids were evaluated, All Star Concrete indicated that they made multiple mathematical and clerical errors on several line items of the bid form. The contract documents indicate that the bidder has 24 hours to withdraw a bid if it can be demonstrated to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of the bid. A letter and supporting documentation provided by All Star Concrete within 24 hours of bid letting generally indicated that significant errors occurred on their bid. Therefore, city staff and the city attorney confirmed that the errors may allow for a withdraw of the bid. FOX recommends allowing All Star Concrete to withdraw their bid. The letter and supporting documentation provided by All Star Concrete is attached.

The following is a breakdown of the base bid and bid alternates received:

Contractor	Location	Base Bid	Bid Alternate No. 1
Con-Struct Inc	Marshalltown, IA	\$961,594.50	\$20,358.00
Caliber Concrete LLC	Adair, IA	\$1,366,462.44	Incomplete Bid
All Star Concrete, LLC	Ankeny, IA	\$846,253.36	Incomplete Bid

A general description of the project bid alternate is as follows:

- Bid Alternate No. 1 – The pavement parking areas indicated for PCC pavement in the base bid may be replaced with HMA pavement as indicated on the bid alternate plan.

The apparent low base bid, after eliminating All Star Concrete due to the withdraw of their bid, is by Con-Struct Inc. of Marshalltown, Iowa in the amount of \$961,594.50. This is approximately \$27,055.50 below the Engineer’s opinion of probable construction cost.

FOX contacted Con-Struct Inc. to discuss their bid, schedule, equipment, and similar projects that they have completed in Iowa. Con-Struct believes their bid is reasonable and has found no errors in its review. Con-Struct believes the contract date for substantial completion will give ample time for the work to be completed.

To evaluate their bid, we discussed their current projects and reviewed their performance on previous projects. Con-Struct Inc. has been in business since 1971 and has office locations in Ames and Marshalltown, Iowa. FOX engineering and the City of Marshalltown have worked with Con-Struct Inc. on past projects and they have demonstrated the ability to complete the work in general compliance with the contract documents.

Con-Struct, Inc. may utilize subcontractors to complete portions of the work as follows:

- Hawkins Electric Service
- Dirt to Turf or Culvers for landscaping services and erosion control
- Iowa Plains Signing Inc. or Parking Lot Specialties for traffic control

Council should review the Bid Alternate to determine if it should be awarded. Council has the option of awarding the bid alternate in addition to the base bid. If council elects to award the Bid Alternate, the total costs will be as follows:

1. Con-Struct Base Bid and Bid Alternate No. 1 = \$981,952.50

Based on the information FOX Engineering has from the Contractor and discussions with city staff regarding the Bid Alternate bid received, FOX recommends not accepting Bid Alternate No. 1 due to the additional cost incurred.

FOX Engineering believes that Con-Struct Inc. has the capability, has a practical knowledge, adequate equipment and personnel, sufficient schedule, and has the financial resources to complete the work. Therefore, based on the active bids received, FOX recommends that S. 1st Street Parking Lot Stormwater Improvements Project be awarded to Con-Struct Inc. for the total of the Base Bid in the amount of **\$961,594.50**. We believe this represents the lowest responsive, responsible bid and is in the best interests of the project.

Prior to the City of Marshalltown approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Marshalltown requirements.

We have attached the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact me with any questions or comments regarding this recommendation.

Sincerely,
FOX Engineering Associates, Inc.



Steven Soupier, P.E.,CFM
Project Manager

*Attachments: Bid Tab
All Star Concrete Bid Withdraw Letter
Notice of Award*

K:\proj\7000\7061-18A Marshalltown 1st Parking Lot\400 - Design\440 - Bidding & Negotiation\LTR - 2020 07 08 - 706118A - Council - Recommendation of Award - SPS.docx

BID TABULATION

**S. 1st Street Parking Lot Stormwater Improvement Project
Marshalltown, Iowa**

BID DATE: July 7, 2020 at 10 AM
FOX PN: 7061-18A.420

ITEM NO.	CONTRACTORS:				Engineer's Opinion Probable Cost		Con-Struct, Inc. 1710 East Main Street Marshalltown, IA 50158		Caliper Concrete, LLC 309 Audubon Street Adair, IA 50002		All Star Concrete LLC 1403 SW Ordinance Road Ankeny, IA 50023	
	CHECK OR BID BOND						Bid Bond		Bid Bond		Bid Bond	
	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	DIVISION 1 - GENERAL PROVISIONS AND COVENANTS											
1.01	EXPLORATORY DIGGING & POTHOLING	HR	10	\$ 450.00	\$ 4,500.00	\$ 250.00	\$ 2,500.00	\$ 192.50	\$ 1,925.00	\$ 187.25	\$ 1,872.50	
1.02	SIGNAGE	EA	5	\$ 250.00	\$ 1,250.00	\$ 325.00	\$ 1,625.00	\$ 250.00	\$ 1,250.00	\$ 347.75	\$ 1,738.75	
1.03	SITE ELECTRICAL INSTALLATIONS AND LIGHTING	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 122,000.00	\$ 122,000.00	\$ 136,900.50	\$ 136,900.50	\$ 32,100.00	\$ 32,100.00	
1.04	REMOVE AND REINSTALL SIGN	EA	2	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 535.00	\$ 1,070.00	
1.05	BOLLARDS	EA	9	\$ 1,000.00	\$ 9,000.00	\$ 800.00	\$ 7,200.00	\$ 400.00	\$ 3,600.00	\$ 695.50	\$ 6,259.50	
	DIVISION 2 - EARTHWORK											
2.01	TOPSOIL, OFF-SITE	CY	245	\$ 12.00	\$ 2,940.00	\$ 40.00	\$ 9,800.00	\$ 38.50	\$ 9,432.50	\$ 37.45	\$ 9,175.25	
2.02	EXCAVATION, CLASS 10	CY	797	\$ 20.00	\$ 15,940.00	\$ 8.00	\$ 6,376.00	\$ 10.45	\$ 8,328.65	\$ 10.17	\$ 8,105.49	
2.03	BELOW GRADE EXCAVATION (CORE OUT)	CY	100	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 11.00	\$ 1,100.00	\$ 10.70	\$ 1,070.00	
2.04	SUBGRADE PREPARATION, 6-INCH	SY	496	\$ 8.00	\$ 3,968.00	\$ 2.00	\$ 992.00	\$ 4.40	\$ 2,182.40	\$ 4.28	\$ 2,122.88	
2.05	SUBGRADE PREPARATION, 12-INCH	SY	4186	\$ 10.00	\$ 41,860.00	\$ 4.00	\$ 16,744.00	\$ 5.50	\$ 23,023.00	\$ 5.35	\$ 22,395.10	
2.06	SUBGRADE TREATMENT, CONTINGENCY	SY	4162	\$ 6.00	\$ 24,972.00	\$ 5.00	\$ 20,810.00	\$ 33.00	\$ 137,346.00	\$ 5.35	\$ 22,266.70	*
2.07	SUBBASE, MODIFIED, 4-INCH	SY	500	\$ 25.00	\$ 12,500.00	\$ 5.00	\$ 2,500.00	\$ 8.80	\$ 4,400.00	\$ 8.56	\$ 4,280.00	
2.08	COMPACTION TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,750.00	\$ 2,750.00	\$ 2,675.00	\$ 2,675.00	
2.09	GEOGRID	SY	3200	\$ 4.00	\$ 12,800.00	\$ 3.00	\$ 9,600.00	\$ 2.75	\$ 8,800.00	\$ 2.68	\$ 8,576.00	*
	DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION											
3.01	TRENCH FOUNDATION	TON	50	\$ 35.00	\$ 1,750.00	\$ 20.00	\$ 1,000.00	\$ 44.70	\$ 2,235.00	\$ 32.10	\$ 1,605.00	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL, TRENCH	CY	50	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 61.20	\$ 3,060.00	\$ 57.78	\$ 2,889.00	
3.03	TRENCH COMPACTION TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,750.00	\$ 2,750.00	\$ 3,745.00	\$ 3,745.00	
	DIVISION 4 - SEWERS AND DRAINS											
4.01	STORM SEWER, TRENCHED, RCP, 12-INCH	LF	24	\$ 65.00	\$ 1,560.00	\$ 60.00	\$ 1,440.00	\$ 65.50	\$ 1,572.00	\$ 44.94	\$ 1,078.56	
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH	LF	211	\$ 75.00	\$ 15,825.00	\$ 60.00	\$ 12,660.00	\$ 59.00	\$ 12,449.00	\$ 47.08	\$ 9,933.88	
4.03	STORM SEWER, TRENCHED, RCP, 18-INCH	LF	204	\$ 95.00	\$ 19,380.00	\$ 65.00	\$ 13,260.00	\$ 63.00	\$ 12,852.00	\$ 52.43	\$ 10,695.72	
4.04	STORM SEWER, TRENCHED, RCP, 21-INCH	LF	267	\$ 105.00	\$ 28,035.00	\$ 83.00	\$ 22,161.00	\$ 79.00	\$ 21,093.00	\$ 56.71	\$ 15,141.57	
4.05	ROOF DRAIN CONNECTION, 6-INCH, PVC	LF	72	\$ 30.00	\$ 2,160.00	\$ 75.00	\$ 5,400.00	\$ 87.00	\$ 6,264.00	\$ 42.80	\$ 3,081.60	
	DIVISION 5 - WATER MAIN AND APPURTENANCES											
5.01	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 6-INCH	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 6,621.00	\$ 13,242.00	\$ 321.00	\$ 642.00	
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	EA	8	\$ 4,500.00	\$ 36,000.00	\$ 5,000.00	\$ 40,000.00	\$ 5,640.00	\$ 45,120.00	\$ 4,253.25	\$ 34,026.00	
6.02	STORM SEWER INTAKE, SW-502, 48-INCH	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,504.00	\$ 13,512.00	\$ 4,868.50	\$ 14,605.50	
6.03	STORM SEWER INTAKE, SW-506	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 6,600.00	\$ 6,600.00	\$ 7,310.00	\$ 7,310.00	\$ 6,393.28	\$ 6,393.28	
6.04	STORM SEWER INTAKE, SW-511	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,011.00	\$ 5,011.00	\$ 1,765.50	\$ 1,765.50	
6.05	TRENCH DRAIN, 8-INCH	LF	38	\$ 150.00	\$ 5,700.00	\$ 250.00	\$ 9,500.00	\$ 82.50	\$ 3,135.00	\$ 80.25	\$ 3,049.50	
	DIVISION 7 - STREETS AND RELATED WORK											
7.01	PCC PAVEMENT, 7.0-INCH	SY	1013	\$ 60.00	\$ 60,780.00	\$ 47.00	\$ 47,611.00	\$ 56.00	\$ 56,728.00	\$ 55.00	\$ 55,715.00	
7.02	PCC PAVEMENT, 8.0-INCH	SY	1134	\$ 70.00	\$ 79,380.00	\$ 55.00	\$ 62,370.00	\$ 65.36	\$ 74,118.24	\$ 70.00	\$ 79,380.00	
7.03	PCC 6-INCH CURB AND GUTTER, 2.0 FT SECTION	LF	1181	\$ 30.00	\$ 35,430.00	\$ 30.00	\$ 35,430.00	\$ 38.75	\$ 45,763.75	\$ 32.00	\$ 37,792.00	
7.04	PCC 6-INCH CURB AND GUTTER, 2.5 FT SECTION	LF	203	\$ 35.00	\$ 7,105.00	\$ 32.00	\$ 6,496.00	\$ 43.75	\$ 8,881.25	\$ 36.00	\$ 7,308.00	
7.05	BEAM CURB	LF	29	\$ 35.00	\$ 1,015.00	\$ 100.00	\$ 2,900.00	\$ 75.00	\$ 2,175.00	\$ 45.00	\$ 1,305.00	
7.06	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,562.97	\$ 3,562.97	
7.07	REMOVAL OF DRIVEWAY	SY	20	\$ 6.00	\$ 120.00	\$ 10.00	\$ 200.00	\$ 7.15	\$ 143.00	\$ 6.96	\$ 139.20	*
7.08	REMOVAL AND DISPOSAL OF SIDEWALK	SY	355	\$ 6.00	\$ 2,130.00	\$ 10.00	\$ 3,550.00	\$ 7.15	\$ 2,538.25	\$ 6.96	\$ 2,470.80	*
7.09	5-INCH PCC SIDEWALK	SY	485	\$ 70.00	\$ 33,950.00	\$ 60.00	\$ 29,100.00	\$ 60.00	\$ 29,100.00	\$ 55.00	\$ 26,675.00	
7.10	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	SY	20	\$ 40.00	\$ 800.00	\$ 230.00	\$ 4,600.00	\$ 210.00	\$ 4,200.00	\$ 214.00	\$ 4,280.00	
7.11	DETECTABLE WARNING PANEL	SF	16	\$ 100.00	\$ 1,600.00	\$ 45.00	\$ 720.00	\$ 100.00	\$ 1,600.00	\$ 55.00	\$ 880.00	
7.12	DRIVEWAY, PAVED	SY	20	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00	\$ 55.02	\$ 1,100.40	\$ 58.00	\$ 1,160.00	
7.13	PCC FULL DEPTH PATCH	SY	520	\$ 85.00	\$ 44,200.00	\$ 100.00	\$ 52,000.00	\$ 150.00	\$ 78,000.00	\$ 78.00	\$ 40,560.00	
7.14	SUBBASE OVER-EXCAVATION	TON	25	\$ 25.00	\$ 625.00	\$ 25.00	\$ 625.00	\$ 33.00	\$ 825.00	\$ 32.10	\$ 802.50	
7.15	REMOVAL AND DISPOSITION OF PAVEMENT	SY	4545	\$ 6.00	\$ 27,270.00	\$ 6.00	\$ 27,270.00	\$ 6.90	\$ 31,360.50	\$ 6.69	\$ 30,406.05	*
7.16	CURB AND GUTTER REMOVAL AND DISPOSAL	LF	186	\$ 15.00	\$ 2,790.00	\$ 5.00	\$ 930.00	\$ 5.50	\$ 1,023.00	\$ 5.35	\$ 995.10	
7.17	ENGINEERING FABRIC	SY	3200	\$ 4.00	\$ 12,800.00	\$ 2.00	\$ 6,400.00	\$ 3.30	\$ 10,560.00	\$ 3.21	\$ 10,272.00	
7.18	UNDERDRAIN, TYPE 1, 6-INCH	LF	754	\$ 25.00	\$ 18,850.00	\$ 40.00	\$ 30,160.00	\$ 53.00	\$ 39,962.00	\$ 13.38	\$ 10,088.52	*
7.19	STORAGE AGGREGATE, 3/4-INCH	TON	2375	\$ 28.00	\$ 66,500.00	\$ 25.00	\$ 59,375.00	\$ 33.00	\$ 78,375.00	\$ 31.83	\$ 75,596.25	*
7.20	FILTER AGGREGATE	TON	250	\$ 25.00	\$ 6,250.00	\$ 30.00	\$ 7,500.00	\$ 26.40	\$ 6,600.00	\$ 25.68	\$ 6,420.00	
7.21	PERMEABLE INTERLOCKING PAVERS	SY	1130	\$ 52.00	\$ 58,760.00	\$ 47.25	\$ 53,392.50	\$ 69.30	\$ 78,309.00	\$ 48.15	\$ 54,409.50	

BID DATE: July 7, 2020 at 10 AM
FOX PN: 7061-18A.420

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7/8/20

Owner:
City of Marshalltown
24 N. Center St
Marshalltown, IA 50158

Project:
S 1st Street Parking Lot Stormwater Improvement Project
Marshalltown, IA

To Whom It May Concern:

Regretfully, we must withdraw our bid due to mathematical/clerical errors on several line items. You noted several minor decimal/rounding errors as shown on your bid tab for items 2.09, 7.07, 7.08, 7.15, 7.18, 7.19, 9.04, 9.06 – these are minor in nature and as stated appear to be rounding issues. However in items 1.03 we entered a unit amount that is drastically lower than what should have been included, and item 2.06 our qty was low thus throwing this item off as well. Line item 1.03 should have been \$117,700 and item 2.06 on our sheet was \$4,280 as we had a qty of 500sy in lieu of 4,162sy.

We also inadvertently left off the bid for the items 1.03, 1.04, 1.05, however our bottom line total cost for the alternate was correct.

Please, accept our sincere apologies for this but would appreciate you releasing our bid bond and withdrawing our bid from consideration given the multiple bid inconsistencies and errors both mathematical and clerical.

See attached bid sheet....

Thank you for your understanding and consideration,

Tom Turner

Project Manager / Estimator



1403 SW Ordinance Rd
Ankeny, IA 50023
Phone (515) 224-6394

City of Marshalltown, S. 1st Street Parking Lot Improvements

Date: 7/7/2020 10:00 AM

Bid Items	Description	Unit	Qty	Unit Price	Total
General Provisions					
Division 1					
1.01	Exploratory Digging & Potholing	HR	10	147.25	\$1,472.50
1.02	Signage	EA	5	347.75	\$1,738.75
1.03	Site Electrical Installations and Lighting	LS	1	117700.00	\$117,700.00
1.04	Remove and Reinstall Sign	EA	1	535.00	\$1,070.00
1.05	Bollards	EA	9	96.00	\$864.00
Division 2					
2.01	Topsoil, Off-Site	CY	245	37.45	\$9,175.25
2.02	Excavation, Class 10	CY	797	10.17	\$8,101.51
2.03	Below Grade Excavation (Core Out)	CY	100	10.70	\$1,070.00
2.04	Subgrade Preparation, 6-IN	SY	496	1.28	\$634.88
2.05	Subgrade Preparation, 12-IN	SY	418	5.35	\$2,236.30
2.06	Subgrade Treatment, Contingency	SY	500	8.56	\$4,280.00
2.07	Subbase, Modified, 4-IN	SY	500	8.56	\$4,280.00
2.08	Compaction Testing	LS	1	2675.00	\$2,675.00
2.09	Geogrid	SY	3200	2.68	\$8,576.00
Division 3					
3.01	Trench Foundation	TON	50	32.10	\$1,605.00
3.02	Replacement of Unsuitable Backfill, Trench	CY	50	57.78	\$2,889.00
3.03	Trench Compaction Testing	LS	1	3745.00	\$3,745.00
Division 4					
4.01	Storm Sewer, Trenched, RCP, 12-IN	LF	24	44.94	\$1,078.56
4.02	Storm Sewer, Trenched, RCP, 15-IN	LF	211	47.08	\$9,933.88
4.03	Storm Sewer, Trenched, RCP, 18-IN	LF	204	52.43	\$10,695.72
4.04	Storm Sewer, Trenched, RCP, 21-IN	LF	267	56.71	\$15,141.57
4.05	Roof Drain Connection, 6-IN, PVC	LF	72	42.80	\$3,081.60
Division 5					
5.01	Relocate Water Main, Trenched, Restrained Jo	EA	2	321.00	\$642.00
Division 6					
6.01	Storm Sewer Manhole, SW-401, 48-IN	EA	8	4253.25	\$34,026.00
6.02	Storm Sewer Intake, SW-502, 48-IN	EA	3	4868.50	\$14,605.50
6.03	Storm Sewer Intake, SW-506	EA	1	6393.25	\$6,393.25
6.04	Storm Sewer Intake, SW-511	EA	1	1765.50	\$1,765.50
6.05	Trench Drain, 8-IN	LF	38	80.25	\$3,049.50
Division 7					
7.01	PCC Pavement, 7.0-IN	SY	1013	55.00	\$55,715.00
7.02	PCC Pavement, 8.0-IN	SY	1134	70.00	\$79,380.00
7.03	PCC 6-IN Curb and Gutter, 2.0 FT Section	LF	1181	32.00	\$37,792.00
7.04	PCC 6-IN Curb and Gutter, 2.5 FT Section	LF	203	36.00	\$7,308.00
7.05	Beam Curb	LF	29	45.00	\$1,305.00
7.06	PCC Pavement Samples and Testing	LS	1	3562.97	\$3,562.97
7.07	Removal of Driveway	SY	20	6.96	\$139.10
7.08	Removal and Disposal of Sidewalk	SY	355	6.96	\$2,469.03
7.09	5-IN PCC Sidewalk	SY	485	55.00	\$26,675.00
7.10	Brick/Paver Sidewalk with Pavement Base	SY	20	214.00	\$4,280.00
7.11	Detectable Warning Panel	SF	16	55.00	\$880.00
7.12	Driveway, Paved	SY	20	58.00	\$1,160.00
7.13	PCC Full Depth Patch	SY	520	78.00	\$40,560.00
7.14	Subbase Over-Excavation	TON	25	32.10	\$802.50
7.15	Removal and Disposition of Pavement	SY	4545	6.69	\$30,394.69
7.16	Curb and Gutter Removal and Disposal	LF	186	5.35	\$995.10
7.17	Engineering Fabric	SY	3200	3.21	\$10,272.00
7.18	Underdrain, Type 1, 6-IN	LF	754	13.38	\$10,084.75
7.19	Storage Aggregate, 3/4-IN	TON	2375	31.83	\$75,602.19
7.20	Filter Aggregate	TON	250	25.68	\$6,420.00
7.21	Permeable Interlocking Pavers	SY	1130	48.15	\$54,409.50
Division 8					
8.01	Temporary Traffic Control & Staging	LS	1	8881.00	\$8,881.00
8.02	Painted Pavement Markings	LS	1	1813.65	\$1,813.65
Division 9					
9.01	Hydraulic Seeding, Fertilizing, and Mulching	SQ	0.8	2675.00	\$2,140.00
9.02	Plants with Warranty	LS	1	14445.00	\$14,445.00
9.03	Filter Sock, 9-IN	LF	1680	1.50	\$2,516.64
9.04	Filter Sock, Removal	LF	1680	0.32	\$539.28
9.05	Stabilized Construction Entrance, 3-IN	Ton	55	32.10	\$1,765.50
9.06	Modular Block Retaining Wall	SF	1120	21.94	\$24,567.20
9.07	10 Mil Plastic Sheeting Barrier	SY	242	10.70	\$2,589.40
9.08	Storage Rock Baffles	LF	250	5.35	\$1,337.50
9.09	Synthetic Mulch	CY	75	160.50	\$12,037.50
9.10	Dumpster Enclosure	LS	1	27862.80	\$27,862.80
Division 11					
11.01	Mobilization	LS	1	60498.44	\$60,498.44
11.02	Maintenance of Solid Waste Collection	LS	1	2675.00	\$2,675.00
					\$915,272.80
Alternate No. 1					
ALT 1.01	PCC Pavement, 7.0-IN	SY	1013	55.00	\$55,715.00
ALT 1.02	PCC Pavement, 8.0-IN	SY	1134	70.00	\$79,380.00
ALT 1.03	Pavement, HMA, 7.5-IN	SY	895	50.38	\$45,090.10
ALT 1.04	Pavement, HMA, 8.5-IN	SY	899	55.48	\$49,876.52
ALT 1.05	HMA Pavement Samples and Testing	LS	1	2675.00	\$2,675.00
ALT 1.06	PCC Edge Restraint, Permeable Paver Border	LF	610	42.00	\$25,620.00
					\$3,566.62

Base Bid Total

Alt Bid Total

Base + Alt A \$918,839.42

NOTICE OF AWARD

Date of Issuance: July 7, 2020
Owner: City of Marshalltown Owner's Project No.:
Engineer: FOX Engineering Engineer's Project No.: 7061-18A
Project: S. 1st Street Parking Lot Stormwater Improvement Project
Contract Name:
Bidder: Con-Struct, Inc.
Bidder's Address: 1710 East Main Street, Marshalltown, IA 50158

You are notified that Owner has accepted your Bid dated **July 7, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

S. 1st Street Parking Lot Stormwater Improvement Project

The Contract Price of the awarded Contract is **\$961,594.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[3]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Marshalltown**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer

SET DATE FOR HEARINGS ON 2020
GENERAL OBLIGATION CORPORATE
PURPOSE LOAN AGREEMENTS

422742-40

Marshalltown, Iowa

July 13, 2020

The City Council of the City of Marshalltown, Iowa, met on July 13, 2020, at 5:30 o'clock p.m., at the Council Chambers, in the City. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out, setting a date for hearings on 2020 general obligation corporate purpose loan agreements, and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

• • • • •

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

Mayor

Attest:

City Administrator

RESOLUTION NO. _____

Resolution to fix a date for public hearings on loan agreements in a principal amount not to exceed \$13,775,000

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, proposes to enter into a General Obligation Essential Corporate Purposes and Refunding Loan Agreement (the “Essential Purposes Loan Agreement”) in a principal amount not to exceed \$12,200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the essential corporate purposes of paying the cost, to that extent, of constructing: (1) improvements to storm sewers, (2) a parking lot at a municipal park softball complex and (3) improvements to municipal airport hangars and terminal; engineering and planning costs for improvements to downtown streets and sidewalks; purchasing equipment for the fire department; and refunding the outstanding balances of the City’s General Obligation Corporate Purpose Bonds, Series 2011B, General Obligation Corporate Purpose Bonds, Series 2012A and General Obligation Corporate Purpose Bonds, Series 2014, and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purposes Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a Railroad Quiet Zone Loan Agreement (the “Quiet Zone Loan Agreement”) in a principal amount not to exceed \$615,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the general corporate purpose of paying a portion of the costs of projects to be undertaken by Union Pacific Railroad to reconstruct certain railroad street crossings and replace existing crossing gates, as part of the establishment of a Quiet Zone, and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Quiet Zone Loan Agreement and to give notice thereof as required by such law, including notice of the right of voters to petition for an election on the Quiet Zone Loan Agreement; and

WHEREAS, the City has entered into a cooperative agreement with the Marshalltown Community School District related to paying a portion of the costs of constructing tennis courts on property owned by the School District for the joint use of the City and the School District, and proposes to enter into a loan agreement (the “Tennis Courts Loan Agreement”) in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for such general corporate purpose and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Tennis Courts Loan Agreement and to give notice thereof as required by such law, including notice of the right of voters to petition for an election on the Tennis Courts Loan Agreement; and

WHEREAS, the City also proposes to enter into a Trail Improvements Loan Agreement (the “Trail Improvements Loan Agreement”) in a principal amount not to exceed \$260,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the general corporate purpose of paying the cost of a trail replacement project, and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Trail Improvements Loan Agreement and to give notice thereof as required by such law, including

notice of the right of voters to petition for an election on the Trail Improvements Loan Agreement;

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

Section 1. The City Council shall meet on July 27, 2020, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements.

Section 2. It is hereby directed that notice of the proposed action on the Essential Purposes Loan Agreement be given, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON LOAN AGREEMENT IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$12,200,000

(GENERAL OBLIGATION ESSENTIAL PURPOSES)

The City Council of the City of Marshalltown, Iowa, will meet on July 27, 2020, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a hearing and taking action to enter into a loan agreement (the "Essential Purposes Loan Agreement") in a principal amount not to exceed \$12,200,000 for the purposes of paying the cost, to that extent, of constructing: (1) improvements to storm sewers, (2) a parking lot at a municipal park softball complex and (3) improvements to municipal airport hangars and terminal; engineering and planning costs for improvements to downtown streets and sidewalks; purchasing equipment for the fire department; and refunding the outstanding balances of the City's General Obligation Corporate Purpose Bonds, Series 2011B, General Obligation Corporate Purpose Bonds, Series 2012A and General Obligation Corporate Purpose Bonds, Series 2014.

The Essential Purposes Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Essential Purposes Loan Agreement. After receiving objections, the City may determine to enter into the Essential Purposes Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Jessica Kinser
City Administrator

Section 3. It is hereby directed that notice of the proposed action on the Quiet Zone Loan Agreement be given, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON LOAN AGREEMENT IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$615,000

(GENERAL OBLIGATION RAILROAD QUIET ZONE)

The City Council of the City of Marshalltown, Iowa, will meet on July 27, 2020, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a hearing and taking action to enter into a loan agreement (the "Quiet Zone Loan Agreement") in a principal amount not to exceed \$615,000 for the purpose of paying a portion of the costs of projects to be undertaken by Union Pacific Railroad to reconstruct certain railroad street crossings and replace existing crossing gates, as part of the establishment of a Quiet Zone.

The Quiet Zone Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Quiet Zone Loan Agreement is 6% per annum.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Quiet Zone Loan Agreement. After receiving objections, the City may determine to enter into the Quiet Zone Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

At any time before the date fixed for taking action to enter into the Quiet Zone Loan Agreement, a petition may be filed with the City Clerk's office asking that the question of entering into the Quiet Zone Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of Marshalltown, Iowa.

Jessica Kinser
City Administrator

Section 4. It is hereby directed that notice of the proposed action on the Tennis Courts Loan Agreement be given, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON LOAN AGREEMENT IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$700,000

(GENERAL OBLIGATION TENNIS COURTS)

The City Council of the City of Marshalltown, Iowa, will meet on July 27, 2020, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a hearing and taking action to enter into a loan agreement (the "Tennis Courts Loan Agreement") in a principal amount not to exceed \$700,000 for the general corporate purpose of paying a portion of the costs of constructing tennis courts on property owned by the Marshalltown Community School District, for the joint use of the City and the School District.

The Tennis Courts Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Tennis Courts Loan Agreement is 6% per annum.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Tennis Courts Loan Agreement. After receiving objections, the City may determine to enter into the Tennis Courts Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

At any time before the date fixed for taking action to enter into the Tennis Courts Loan Agreement, a petition may be filed with the City Clerk's office asking that the question of entering into the Tennis Courts Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of Marshalltown, Iowa.

Jessica Kinser
City Administrator

Section 5. It is hereby directed that notice of the proposed action on the Trail Improvements Loan Agreement be given, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON LOAN AGREEMENT IN A PRINCIPAL
AMOUNT NOT TO EXCEED \$260,000

(GENERAL OBLIGATION TRAIL IMPROVEMENTS)

The City Council of the City of Marshalltown, Iowa, will meet on July 27, 2020, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a hearing and taking action to enter into a loan agreement (the "Trail Improvements Loan Agreement") in a principal amount not to exceed \$260,000, for the general corporate purpose of paying the costs of a trail replacement project.

The Trail Improvements Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Trail Improvements Loan Agreement is 6% per annum.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Trail Improvements Loan Agreement. After receiving objections, the City may determine to enter into the Trail Improvements Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

At any time before the date fixed for taking action to enter into the Trail Improvements Loan Agreement, a petition may be filed with the City Clerk's office asking that the question of entering into the Trail Improvements Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of Marshalltown, Iowa.

Jessica Kinser
City Administrator

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 13, 2020.

Mayor

Attest:

City Administrator

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City Council's proposal to take action in connection with loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into loan agreements, the notices, of which the printed slips attached to the publisher's affidavit hereto attached are true and complete copies, were 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 _____, 2020.

City Clerk

(Attach here the publisher's original affidavit with clippings of the notices, as published.)

July 7, 2020

Jessica Kinser and Diana Steiner
City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: 2020 General Obligation Corporate Purpose Loan Agreements/Set Hearings
Our File No. 422742-40

Dear Jessica and Diana:

Based on our communications with Maggie Burger, I have prepared a resolution that may be adopted at the City Council meeting on July 13 to set July 27 as the date for hearings on the proposal to enter into an Essential Purposes Loan Agreement, a Quiet Zone Loan Agreement, a Tennis Courts Loan Agreement and a Trail Improvements Loan Agreement.

The following items are included:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold hearings on four Loan Agreements.

The forms of notice of hearing are set out in Sections 2, 3, 4 and 5 of the resolution.

2. Certificate attesting the transcript.

3. Certificate with respect to publication of the notices, to which must be attached the publisher's affidavit of publication with a clipping of each notice as published.

The notice of hearing related to the Essential Purposes Loan Agreement must be published at least once not less than 4 nor more than 20 days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Marshalltown.

The notices of hearing related to the Quiet Zone Loan Agreement, the Tennis Courts Loan Agreement and the Trail Improvements Loan Agreement must be published not less than ten days before the date of the hearing. Please scan and email a copy of each published notice to me.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Maggie Burger

MARSHALLTOWN

— I O W A —

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

FINANCE DEPARTMENT

July 2, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Set public hearing for issuing General Obligation (G.O.) bonds in calendar year 2020

Policy Issue: Under Iowa Code Sections 384.24A and 384.2A, the City can enter into a loan agreement to borrow money for any public purpose, but the Council must set a public hearing notice and then approve the bond.

Recommendation: Staff recommends that Council set the public hearing date of Monday, July 27 at 5:30 p.m. for the City to enter into a loan agreement in a principal amount not to exceed \$13,775,000. Four hearings will need to be set:

1. Essential Corporate Purpose Loan not to exceed \$12,200,000 (\$6,875,000 to fund new projects and \$5,075,000 for the refunding of the outstanding principal balance of GO 2011B, 2012A and 2014 bonds, plus cost of issuance and closing costs).
2. General Corporate Purpose Loan not to exceed \$260,000 for the Trail Replacements.
3. General Corporate Purpose Loan not to exceed \$700,000 for Tennis Courts.
4. General Corporate Purpose Loan not to exceed \$615,000 for the Quiet Zone.

Background: Council approved to move forward on the following projects at the June 22, 2020 Council meeting as highlighted below.

		Council approved 6/22/2020	
Fund	Project		
32	Fire Trucks	1,100,000	Use Debt Service
312	Airport Hangar/Terminal	2,000,000	Use Debt Service
353	Trail Replacement Project	250,000	Use Debt Service/ \$260,000 hearing
353	Softball Complex Parking Lot	375,000	Use Debt Service
353	Tennis Court Reconstruction	684,000	Use Debt Service/ \$700,000 hearing
353	Downtown Streets and Sidewalks	100,000	Use Debt Service
353	RR Crossing Safety Improvements	600,000	Use Debt Service/ \$615,000 hearing
740	4th/Meadow Lane Storm Sewer	3,300,000	Use Enterprise Funds
	TOTAL NEW PROJECTS	8,409,000	
	New Money Cost of Issuance	87,280	
	Refunding		
	Refunding of Series 2011B principal (incl TIF)	1,235,000	outstanding Principal
	Estimated bond issuance costs	1,500	
	Interest from 6/1/20-10/1/20	10,218	
	Refunding of Series 2012A principal (incl TIF)	2,975,000	outstanding Principal
	Estimated bond issuance costs	1,500	
	Interest from 6/1/20-10/1/20	21,313	
	Refunding of Series 2014 principal	865,000	outstanding Principal
	Estimated bond issuance costs	1,500	
	Interest from 6/1/20-10/1/20	6,900	
	TOTAL Underwriter's Discount Allowed (0.8%)	109,800	Split debt serv/Ent.
	Rounding	989	
	Allow for changes at hearing	50,000	
	Total Borrowing	13,775,000	
	2020A Tax Exempt	11,695,000.00	
	2020B Taxable: Airport project	2,030,000.00	
	Allow for changes at hearing	50,000.00	
		13,775,000	

Note that the hearing amounts for the General Corporate Purpose loans are increased slightly from what was approved and there is an additional \$50,000 allowance added overall. This is a common practice so if there are any minor changes in amounts or issuance timelines, we would not have to re-do the notice of hearing publication and the public hearing. After the public hearing on July 27th, the Council may pass a resolution to approve the intent to enter into the Loan Agreement for an amount not to exceed the published amount of the loans. You could reduce the total borrowing by the \$50,000 then.

Budget Impact: The refunding of the existing 2011-2014 bonds will save an estimated \$54,900 in interest after issuance costs. This amount has been reduced from the estimate given to you at the June 22nd meeting because we reallocated the principal payments of these refunded bonds so less payments would be due in FY22 since there is still uncertainty of the pandemic's effect on local option sales tax. This creates more interest expense in future years but helps lower the property tax debt service levy in FY22. The debt borrowed for the new projects could have an effect on the property tax levy depending on how much the Council is willing to contribute out of Local Option Sales Tax (LOST) Council Designated funds/Cash Reserve during the FY22 budget cycle like you have done in the past or if LOST revenues will rebound to pre-Covid levels..

Attachment: N/A

cc: Jessica Kinser, City Administrator

**RESOLUTION ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION
GRANT APPLICATION FOR JOHN BLABAUM DBA WAX XTATIC LLC FOR 18
WEST MAIN 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 full applications for projects; and

WHEREAS, the committee scored an application from John Blabaum DBA Wax Xtatic LLC 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 the application from Blabaum for the renovation of 18 West Main Street at a grant amount of \$90,000;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Community Catalyst Building Remediation Grants application of John Blabaum DBA Wax Xtatic LLC is hereby endorsed by the City Council, with staff being directed to submit the application to the Iowa Economic Development Authority for scoring and approval.

Passed this 13th day of July, 2020 and signed this ____ day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

MARSHALLTOWN

I O W A

CATALYST BUILDING GRANT

FULL APPLICATION

Please answer the following questions and provide all of the requested information to complete the Full Application for the Catalyst Building Grant. Full Applications will not be reviewed and an award will not be considered until all required information is provided. Please complete the following form and return to Jessica Kinser at jkinser@marshalltown-ia.gov or drop-off at City Hall, 24 North Center Street. Please provide responses on a separate sheet if more space is needed.

Applicant(s) Name: JOHN BLABAUM DBA WAX XTATIC LLC

Applicant Address: 2610 110th STREET LISCOMB, IA 50148

Applicant Phone & Email: CELL: 641-485-5880 JOHNBLABAUM@GMAIL.COM

Building Address: 18 WEST MAIN ST. MARSHALLTOWN, IA 50158

1. Describe how the proposed remediation will exhibit a strong impact on the community and Downtown Marshalltown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community and, if appropriate, the safety of its immediate surroundings.

SEE SEPARATE SHEET

2. Describe how the building fits into the surrounding and uses high quality and appropriate materials. Explain how the new building will complement existing neighboring buildings.

ll ll ll

3. Describe how the proposed project will exhibit ample and reasonable funding from a number of sources. Identify any likely project partners.

ll ll ll

Marshalltown, IOWA Catalyst Building Grant Full Application Answers

Wax Xtatic Record Audio Stereo/John Blabaum

1. The proposed store and studio will provide a strong impact on Marshalltown with an emphasis on enhancing, building, and restoring the downtown shopping and tourist district. The plan is to build upon the success we have had at our previous location as we will have more room and added features to attract even more customers.

Wax Xtatic has grown in recognition throughout the State of Iowa (and beyond!).

We have often noted that we provide what I call 'bounce' for other business owners throughout downtown.

What this means is that so many of our Des Moines, Waterloo, Cedar Rapids, Iowa City, Ames, and other customers plan their visits around their meals.

They will shop with us and then visit what has become their 'favorite' local eatery or antique shop.

This also exposes those visitors to the other offerings in town, which further builds upon our economic base.

Note that prior to our closing in December 2019, we were spending major ad dollars with the local Mediacom rep for targeted advertising in metros throughout the state; buying radio advertising with KFJB/KXIA; spending ad dollars with the TR while supporting and participating downtown events such as the Holiday Stroll; sponsoring and spending ad dollars with Waterloo radio on a 100,000 watt signal which was drawing new customers and interest daily.

We are a proud member of MCBBD and will be joining the Chamber of Commerce.

Wax is attempting to use as many local business, suppliers, and contractors in the renovation to keep monies spent in the community.

We are excited for what we envision to be a destination for ALL ages (note that our customer base ranges from about 12 to 70 years plus of age with the split running about 50/50 in the 12 to 35 and 35 up demographic. That includes all genders and racial background).

Our store will be a destination for both shopping and socializing as the plan is to add to what my vision has been for a while, and this building plan provides that opportunity.

In addition to the vinyl, music, and audio selection in retail, we will be adding a small lounge and listening area with free wi-fi (complimentary cold and hot drinks, too) as a place for young and old to just get away and enjoy a welcoming and fun environment.

Plans for the new building include a live stage area which will allow us to showcase local talent, have music and clinics of varied interest, while also bringing in regional and national artists to play.

Throughout my years in music I've been able to make and continue to grow contacts in the music world that will put Marshalltown 'on the map'.

Again, this enhances development and involves more than just Wax as we have already had discussions with businesses such as Fiddle and Whistle, MCBBD, and the Cultural and Arts Alliance to help promote and drive customers to all involved.

I always operate from a WIN/WIN premise.

When I moved to the area, I knew that there was a fairly vibrant local music scene.

For numerous reasons, that has gone away.

We intend to change that.....

My vision is that we start with Wax Xtatic as ground zero to build upon and grow it from there with a vibrant and varied music and entertainment scene to attract a younger (but not eliminating older) demographic crowd.

This 'spills' into other opportunities for restaurants, other venues to book their own music, motel and hotels, and more.

Wax Xtatic plans to expand it's operating hours from where we were in the old location.

We plan to stay open later in the evening and will seriously consider later and expanded hours on Saturday and Sunday.

Note that with any live entertainment the plan is to start it at an earlier hour such as 7pm till 9pm so we can then partner and bounce our crowd to other businesses with cross promotions to take them through the night.

However, we aren't stopping there.....

In the basement/lower level plans are designed and building started on a film and recording studio.

Wax is partnering with a filmmaker and musician from the UK (which I'll address more in question three) to both use and design/run a modern music recording studio.

This studio will be built with local, regional, national, and worldwide artists in mind.

It will serve as a practice area for young and old burgeoning musicians while also serving as a place to record full albums.

Once again we start local and serve our clients well, the word gets around and grows out to attract others.

We actually can envision well known artists and bands using this studio which promotes and brings more attention and dollars to downtown and surrounding businesses.

The building itself is one of Marshalltown history, built in 1880.

It has been vacant for several years so filling it with a retail store, music venue, and added value of the recording studio will enhance the surrounding area by helping to 'complete' the block with a varied street view and opportunities from both regulars and tourists.

Empty buildings invite blight and more, so this will match the rebuilding effort that was in place prior to and after the tornado to make downtown a place to be.

2. The 'Apgar' building is a well known landmark in town, full of history.

I respect that aspect and will attempt to retain some of the storefront notoriety as a nod to the past while showing the present and future.

The well known signage lettering 'Apgar Studio' above the marquee will be replaced with very similar silver logo lettering of 'Wax Xtatic'.

My goal is to have those that have known that landmark look up and both remember what was while seeing that it has changed. It will attract eyeballs. ;-)

Painting has been done to the exterior to match a historic downtown theme.

The stone wall exterior to the front entrance will also be left in place along with the photo display windows which will be used in a similar manner, but will now promote upcoming album releases, fave customers, and more to build back the tradition of young and old stopping by to see who 'made the marquee' windows for prom and other pictures.

Inside this historic structure it has been gutted to expose a late 1800's textured tin ceiling and original oak flooring.

Both will be retained and returned to glory with fresh paint, sanding, stain, and gloss.

It will also be accented by fresh paint to match the period while also being updated with non obtrusive LED strip lighting, fans, and coiled HVAC duct work.

Our store has always taken pride in being accessible to all customers and that includes those in wheelchairs to families with strollers so that they can shop with ease and no difficulty.

I've also kept in mind that this quite possibly could change as a retail store front someday.

In the redesign I've planned that it will be easily converted to a boutique store, retail, or even a restaurant without much, if any, change.

Eventually the phase 3 portion of the rebuild is to add two executive level apartments in the second floor.

Plans are already in hand, designed by Alushia at Stage to Sell. (They're amazing!)

Overall, with those plans the building will surely enhance and compliment the entire block and downtown.

The studio in the basement is being made with state of the art soundproofing and barriers so as to not affect anybody beyond the studio.

We will share the MCBD alleyway which I have found is used extensively.

Wax also now owns a 60×60 foot parking lot to the south of our building for outdoor events, off street parking for customers, and other promotional ideas.

3. This project so far has been funded by one source: Me!

Initially I had a partner that was buying into the project as an investment, but just prior to closing they backed out for various personal reasons.

I only mention this as it left me scrambling for funding the full project versus half.

So, the entire cost has been out of my pocket with a lot of sweat equity and various costs such as debris removal and paying a couple of temp workers.

I've spent nearly \$70,000 of my between cash and charge cards.

The building is paid for in full with no lien.

A new partnership was formed, though and will contribute greatly to the final product.

Luna Productions will be using the lower level to convert to a film and eventual music studio.

A deal has been made that the space can be used in trade for the expertise and knowledge this gentleman will bring to building the studio which he will do when finished with the film that is being done in Marshalltown and the surrounding area.

He is working with the Iowa Film Commission for some funding on the film along with investors which is separate from any of my investments.

This once again demonstrates my WIN/WIN strategy.

I'm not currently applying for a facade grant as that can and will be an option with the remodel of the upstairs apartments (windows, facade, door, etc.)

I should also note once again that my goal is to use as many local contractors and suppliers in the remodel to keep dollars spent in the community.

MARSHALLTOWN

I O W A

CATALYST BUILDING GRANT

FULL APPLICATION

WAX XTATIC LLC / JOHN BLABAM

USES OF FUNDS

Please provide the breakdown of how the funds will be used for the project. The cost should include labor and materials.

Use of Funds	Cost
Construction- Exterior Envelope	\$1200.00
Construction- Windows/Doors	\$1000.00
Construction- Roofing	—
Construction- HVAC	\$7,000.00
Construction- Plumbing	\$11,000.00
Construction- Electrical	\$23,000.00
Construction- Insulation	\$2400.00
Construction- General Carpentry 2100 WAREHOUSE, 61200. ON GIVE, 8000 DRYWALL	\$12000.00
Construction- Finishes (paint, carpet, fixtures, etc). 5000, 400 13000	\$21500.00
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$5000.00
Professional Services — MOVING OLD STORE TO NEW (architect, engineer, historic preservation consultant)	\$2400.00
Fees & Permits (mortar test, Iowa tax credit application, building permit, etc.)	\$500.00
Other- please specify STUDIO EQUIPMENT / ELECTRICAL	\$19000.00
Contingencies CHECKOUT, SECURITY CAMERAS	\$1000.00
TOTAL:	\$

BRAND NEW ROOF!

MARSHALLTOWN

I O W A

CATALYST BUILDING GRANT

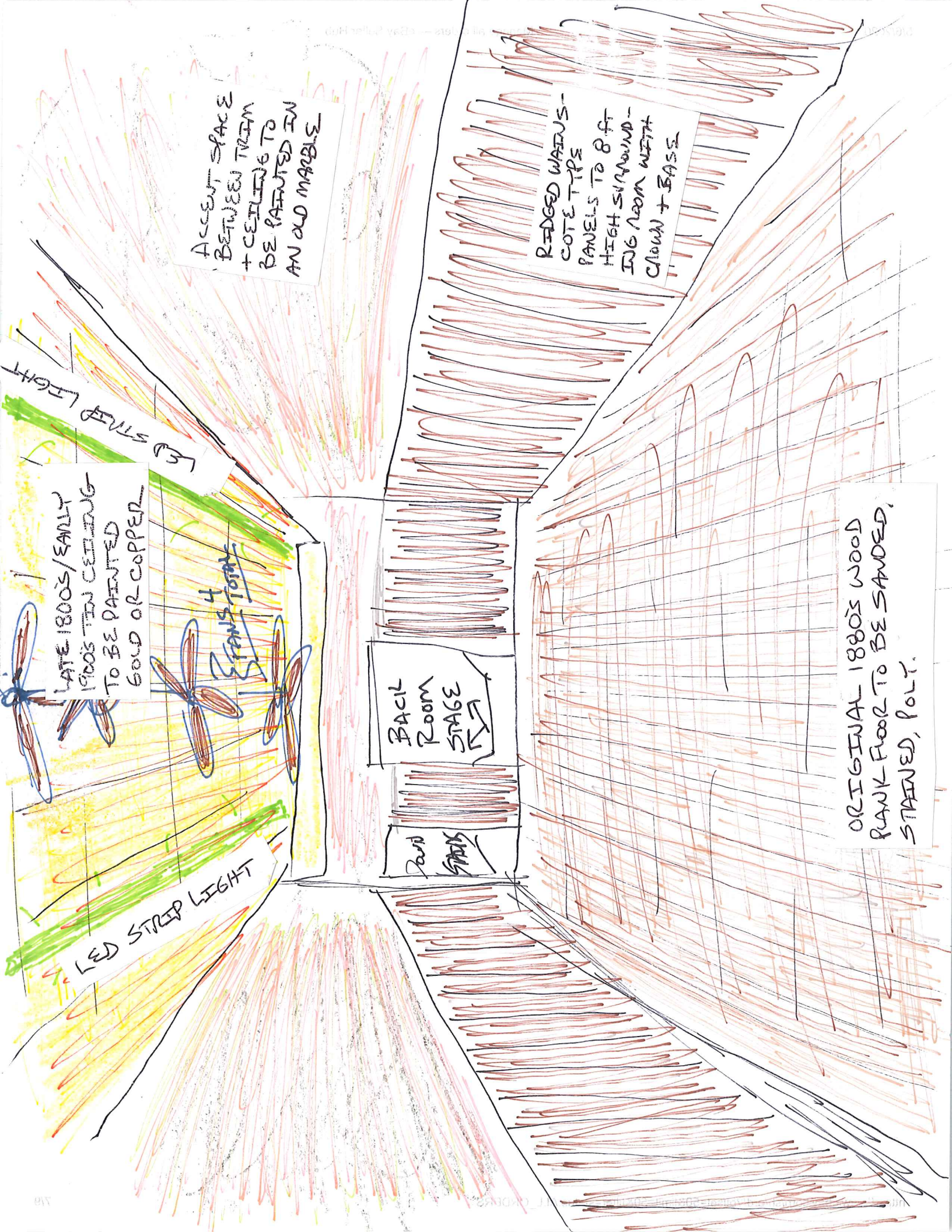
FULL APPLICATION

WAX XTATIC LLC / JOHN BLAUM

SOURCES OF FUNDS

Please provide the information below on the funding for the Catalyst Project and if it is applied for or secured. If applied for, please explain when you will know if the funding is awarded.

Source of Funds	Amount	Status	Comments
Catalyst Grant	\$100,000.00	APPLIED FOR	ASAP :)
State/Federal	—		
City Incentives	—		
Private Equity Investment	\$70,000.00	DONE	BOUGHT BUILDING, LOT, DEMO, DUMPSTER, INSURANCE, TEMP WORKERS
Tax Benefits • Workforce Housing Tax Credits • Federal Historic Tax Credits • State Historic Tax Credits • Tax Increment Financing (rebate) • Tax Increment Financing (grant) • New Markets Tax Credit • Other (explain)	—		
Other Funding (explain)	WORK TRADE 20,000\$		IN PROCESS FOR STUDIO
TOTAL	\$190,000.00		



LED STRIP LIGHT

LATE 1800S/EARLY 1900S TIN CEILING TO BE PAINTED GOLD OR COPPER

4 TRANSFORMERS

ACCENT SPACE BETWEEN TRIM + CEILING TO BE PAINTED IN AN OLD MARBLE

RIDGED WAINS-COTE TYPE PANELS TO 8 FT HIGH SURROUNDING ROOM WITH CROWN + BASE

ORIGINAL 1880S WOOD PLANK FLOOR TO BE SANDED, STAINED, POLY.

BACIL ROOM STAGE

Dance STAGE

LED STRIP LIGHT

MARSHALLTOWN

I O W A

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 8, 2020
RE: Catalyst Grant Update

Policy Issue: Council must endorse and approve Catalyst development agreements

Recommendation: To approve the resolutions as proposed

Background: The City received a \$1 million Catalyst Building Remediation grant from IEDA following the 2018 tornado. The Committee met on July 8th to review two requests totaling \$200,000 for the remaining \$175,000 in funds not previously allocated.

- Blabaum/Wax Xtatic – 18 West Main Street retail renovation
John Blabaum submitted a request for \$100,000. Some items listed were noted to be ineligible for the grant funds, so the recommended grant is \$90,000.
- Preserving US Inc.- 201 East Main Street/Marshalltown Senior Residences
Preserving US requested an additional \$100,000 to fill funding gaps on their restoration project. The recommended increase in funding is \$85,000, or a total of \$160,000.

These two final recommendations fully allocate the \$1 million. The table below is updated to reflect these allocations, if approved.

Project	Address	Total Project Cost	Catalyst Award
McGregors Façade Upgrade	105 W Main St	\$ 293,270	\$ 75,000
Marshalltown Senior Residences	201 W Main St	\$ 3,400,629	\$ 160,000
Grocery Store/Restaurant	107 N Center St	\$ 3,648,893	\$ 250,000
Flying Elbow Restaurant	35 N Center St	\$ 1,500,000	\$ 250,000
Marshalltown Lofts- New MF Res	20 E. State St	\$ 8,881,000	\$ 175,000
Blabaum/Wax Xtatic	18 W Main St	\$ 190,000	\$ 90,000
		TOTAL AWARDED:	\$ 1,000,000

Budget Impact: No budget impact to the City

Attachment: N/A

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin



**RESOLUTION AMENDING A DEVELOPMENT AGREEMENT WITH PRESERVING US INC.
FOR A CATALYST BUILDING GRANT TOTALING \$160,000**

WHEREAS, the City of Marshalltown has been granted \$1 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority; and

WHEREAS, a review committee recommended a grant of \$75,000 to Preserving US Inc. for the reconstruction of Marshalltown Senior Residences at 201 West Main Street, which was supported by the Iowa Economic Development Authority; and

WHEREAS, the City Council approved a Development Agreement with Flint Hills Holdings on February 10, 2020 on Resolution 2020-033; and

WHEREAS, Preserving US Inc. has requested an additional \$100,000 of Catalyst Building Grant funds to fill financing gaps on the project; and

WHEREAS, the Catalyst Grant Review Committee met and recommended the additional \$85,000 in grant funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Section 8 Financial Obligation of the Development Agreement with Preserving US Inc. approved on Resolution 2020-033 is hereby amended to a Catalyst Grant amount of \$160,000.

.

Passed this 13th day of July, 2020, and signed this _____ day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

MARSHALLTOWN

I O W A

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 8, 2020
RE: Catalyst Grant Update

Policy Issue: Council must endorse and approve Catalyst development agreements

Recommendation: To approve the resolutions as proposed

Background: The City received a \$1 million Catalyst Building Remediation grant from IEDA following the 2018 tornado. The Committee met on July 8th to review two requests totaling \$200,000 for the remaining \$175,000 in funds not previously allocated.

- Blabaum/Wax Xtatic – 18 West Main Street retail renovation
John Blabaum submitted a request for \$100,000. Some items listed were noted to be ineligible for the grant funds, so the recommended grant is \$90,000.
- Preserving US Inc.- 201 East Main Street/Marshalltown Senior Residences
Preserving US requested an additional \$100,000 to fill funding gaps on their restoration project. The recommended increase in funding is \$85,000, or a total of \$160,000.

These two final recommendations fully allocate the \$1 million. The table below is updated to reflect these allocations, if approved.

Project	Address	Total Project Cost	Catalyst Award
McGregors Façade Upgrade	105 W Main St	\$ 293,270	\$ 75,000
Marshalltown Senior Residences	201 W Main St	\$ 3,400,629	\$ 160,000
Grocery Store/Restaurant	107 N Center St	\$ 3,648,893	\$ 250,000
Flying Elbow Restaurant	35 N Center St	\$ 1,500,000	\$ 250,000
Marshalltown Lofts- New MF Res	20 E. State St	\$ 8,881,000	\$ 175,000
Blabaum/Wax Xtatic	18 W Main St	\$ 190,000	\$ 90,000
		TOTAL AWARDED:	\$ 1,000,000

Budget Impact: No budget impact to the City

Attachment: N/A

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Gary Thompson, Bill Martin, Bethany Wirin





PreservingUS, Inc

Angela M. Morehead
Executive Director

8500 Shawnee Mission Parkway
Merriam, Kansas 66202
913-671-3365 Direct
913-671-3301 Fax
amorehead@preservingus.org

May 31, 2020

Jessica Kinser
City Administrator
24 N. Center Street
Marshalltown, IA 50158

Dear Ms. Kinser:

This letter is to request that Marshalltown Senior Residences be considered for the remaining Catalyst Grant fund. The building was devastated in the July 2018 tornado. The estimated investment to repair the building is approximately \$5 million. Insurance proceeds and a mortgage have been obtained. However, a substantial lack of resources remains.

Restoring this piece of Marshalltown's historic Main Street is important to us, as is providing housing to seniors who wish to remain in the area where they have spent their lives. An additional \$100,000 of Catalyst Grant funding would help reduce the burden of restoring this property greatly.

Please review the attached "Sources and Uses" schedule, which illustrates confirmed and potential sources of funding as well as the proposed uses. Please do not hesitate to let us know what additional information we can provide.

Thank you for your consideration,

Angela Morehead
Executive Director
Preserving US, Inc

Marshalltown Senior Residences
Affordable Housing
Proposed Project Development Sources

SOURCES:

1st Mortgage	1,552,372
Region 6 Grant	50,000
Catalyst Grant (Round 1)	75,000
Catalyst Grant (Round 2)	100,000
Property Cash	141,301
Insurance Proceeds	2,848,258
<i>GAP</i>	<i>184,215</i>
Total Sources	<u><u>\$ 4,951,146</u></u>

USES:

Hard Costs:

Construction + Sitework	3,162,012
Owners Contingency	145,610
Contractor Overhead, General Conditions and Profit	442,682
Builders Permit	11,159
Construction Fencing	4,392
FF&E	20,000
Total Hard Costs:	<u><u>\$ 3,785,855</u></u>

Soft Costs:

Architect - Supervision	45,000
Environmental Reports	2,500
Appraisal	6,500
Market Study	4,500
Utility Fees	170
Construction Interest	58,494
Construction Loan Origination Fee	10,088
Perm Loan Origination Fee	31,047
Loan Payoff	652,378
Loan Fees	150,800
Property Taxes During Construction	12,000
Sewer Fees	1,000
Borrower's Counsel	15,000
Audit Fees	4,600
IFA Compliance Fee	840
Operating Reserve	107,630
Soft Cost Contingency	34,959
Start-Up Advertising	5,000
Other Soft Costs	386
Lease-Up Reserve	22,400
Total Soft Costs:	<u><u>\$ 1,165,291</u></u>
TOTAL USES	<u><u>\$ 4,951,146</u></u>

<i>GAP/(SURPLUS)</i>	<u><u>\$ -</u></u>
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**RESOLUTION AMENDING A GRANT AGREEMENT FOR SHARED WALL REPAIR WITH
JOEL BOTELLO AND ANTONIO BOTELLO TO \$43,450**

WHEREAS, the City of Marshalltown has secured a loan from the Nuisance Property and Abandoned Building Remediation Loan Program administered by the Iowa Economic Development Authority for the purpose of repairing exposed shared or party walls located in the Marshalltown Central Business District; and

WHEREAS, the City Council approved a Grant Agreement on May 11, 2020, with Resolution 2020-132, with Joel and Antonio Botello for the repair of the shared wall at 27 North Center Street in an amount not-to-exceed \$30,000; and

WHEREAS, the demolition of an adjoining building has added additional work to the project which was not known or anticipated when the initial Grant Agreement was approved; and

WHEREAS, Exhibit B includes an additional scope of work of \$17,980, for a total project cost of \$43,450;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Section 3, "Grant Amount" of the Grant Agreement is hereby amended to a grant amount of \$43,450; and

BE IT FURTHER RESOLVED, the attached Exhibit B is hereby incorporated into the original Grant Agreement.

.

Passed this 13th day of July, 2020, and signed this _____ day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave
Marshalltown, IA 50158 US
(641) 351-4224
cirodiiorio@yahoo.com

Estimate

ADDRESS	ESTIMATE	1134
Antonio and Joel Botello	DATE	06/30/2020
27 N. Center Street		
Marshalltown, IA 50158		

DESCRIPTION	AMOUNT
Additional Masonry Repairs:	11,280.00
Remove damaged wall down to footings.	
Install lumber shoring to support roofing during construction.	
Pour 12" cap on footings with horizontal and vertical rebar.	
Construct wall using 8" CMU.	
Install #4 rebar vertically every 32" and grout solid.	
Install bond beam block every 5 courses.	
Install necessary anchor bolts.	
Install 12" pressure treated lumber support roof rafters.	
Construct parapet wall (knee height) using 2x8 lumber.	
Repair roofing material and install tin cap.	
Apply finish stucco to CMU.	
*This work was started 6/29/20	
Drainage:	6,700.00
Install 6" Schedule 35 sewer pipe between buildings.	
Install drain in court yard area.	
Saw cut, excavate and locate storm drain pipe.	
Install all necessary drainage lines to storm drains.	
Replace road materials using 7" of concrete and 2" of asphalt.	
*City of Marshalltown has granted permission for storm drain usage.	
Payment Agreement:	0.00
10% Upon Scheduling	
40% Upon Starting	
25% Midway	
25% Upon Completion	

TOTAL	\$17,980.00

Accepted By

Accepted Date

**RESOLUTION AMENDING A GRANT AGREEMENT FOR SHARED WALL REPAIR WITH
WIN KYAW TO \$55,170**

WHEREAS, the City of Marshalltown has secured a loan from the Nuisance Property and Abandoned Building Remediation Loan Program administered by the Iowa Economic Development Authority for the purpose of repairing exposed shared or party walls located in the Marshalltown Central Business District; and

WHEREAS, the City Council approved a Grant Agreement on May 26, 2020, with Resolution 2020-58, with Win Kyaw for the repair of the shared wall at 9-11 East State Street in an amount not-to-exceed \$30,000; and

WHEREAS, the demolition of an adjoining building has added additional work to the project which was not known or anticipated when the initial Grant Agreement was approved; and

WHEREAS, Exhibit B includes an additional scope of work of \$28,700, for a total project cost of \$55,170;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Section 3, "Grant Amount" of the Grant Agreement is hereby amended to a grant amount of \$55,170; and

BE IT FURTHER RESOLVED, the attached Exhibit B is hereby incorporated into the original Grant Agreement.

.

Passed this 13th day of July, 2020, and signed this _____ day of July, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave
Marshalltown, IA 50158 US
(641) 351-4224
cirodiiorio@yahoo.com

Estimate

ADDRESS	ESTIMATE	1135
Win Kyaw	DATE	06/30/2020
712 W. Nevada		
Marshalltown, IA 50158		

DESCRIPTION	AMOUNT
Brick Repair (Approximately 30 ft. long): Remove and dispose of damaged materials on corner column of building. Pour new 14"x14" concrete pier. Construct column using brick and type S mortar to tie into existing work.	5,400.00
Wall Stabilization (20' x 30' Section): Attach brick to block using 175 helical screws, 24"x24" on center.	8,500.00
West Wall Repair: Remove and dispose of an 18' x 28' section of damaged materials. Install 12" block using type S mortar. Install #5 rebar vertically every 32" and grout solid. Install necessary wall ties. Apply Stucco to block work.	8,500.00
EIFS: Apply EIFS to a 20' x 18' section - \$3,100 Repair and apply EIFS to court yard area down to ground level - \$3,200.	6,300.00
Payment Agreement: 10% Upon Scheduling 40% Upon Starting 25% Midway 25% Upon Completion	
TOTAL	\$28,700.00

Accepted By

Accepted Date

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL
PROJECT NO. 53511029**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 22nd day of June 2020, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 1222 Oxford Avenue, Liscomb, Iowa, property hereinafter described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as originally recorded as Instrument No. 2017-00006842 and then a subordination agreement was recorded as Instrument No. 2018-00002914 on 06/05/2018 in the records of Marshall County, Iowa so the property owner may refinance his mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 22nd day of June 2020, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

is hereby approved and adopted..

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

Passed this _____ day of _____ 2020, and signed this _____ day of _____ 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 22, 2020

RE: Subordination agreement for forgivable loan provided for property located at
1222 Oxford Avenue, Liscomb, Iowa, 50148

The owners of a property located at **1222 Oxford Avenue, Liscomb, Iowa, 50148** participated in the City of Marshalltown Lead Hazard Control Program wherein he received assistance to eliminate lead hazards in his property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 33.3% each year after the completion of lead hazard control assistance until the end of the third year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owner of the property listed above has approached his lending institution with a request to refinance their mortgage to secure a shorter term and lower rate. The Amount that will be refinanced is \$98,600. The appraised value of the property is \$160,000. Originally \$18,500 in grant funds were used in the remediation of lead hazards with \$6,166.68 (33.3%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for July 13, 2020.

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

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

Property Address:	1222 Oxford Avenue Liscomb, IA 50148
Date of Completion:	11/16/17
Current Mortgage Amount:	\$93,440
Original Lien Amount:	\$18,500
% of Lien Forgiven:	66.6%
Remaining Balance on Lien:	\$6,166.68
New Mortgage Amount:	\$98,600
Appraised Value:	\$160,000
Lien plus New Mortgage:	\$104,766.68
Difference:	\$55,233.32
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.	

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

Date Submitted & Fee Paid:

6/1/2020 ✓

Subordination Agreement Application Form

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

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. Please read reverse of document for further requirements.

Please type or print legibly in ink.

Property Address: 1222 Oxford Ave, Liscomb, IA	
Owner: Christopher + Mary Fuchsen	
Mailing Address: 1222 Oxford Ave, Liscomb, IA	
Phone: 641-751-0498	Today's Date: 6-1-2020
Financial Institution Contact Person and Phone Number: Compass Mortgage 641-275-9200	
Appraisal Amount: 160,000	Lead Hzd Ctrl Prog. Forgivable Loan Amount:
Amount of Existing Mortgage Loan(s): 93,440	Rate(s) of Existing Mortgage Loan(s): 4.875
Amount to be Refinanced: 98,600	Refinanced Lending Rate: 2.875
Purpose of refinancing: Changing From 30y to 15y.	
Name and address of financial institution that will be listed on the new mortgage as it should appear on subordination documents (if the mortgage will be sold to another institution, list the name of the final institution that will hold the lien after sale): 2225 S. Dwyer St. Compass Mortgage Inc., 345 W 4th ST N Newton, IA 50208	



Doc ID: 003159760003 Type: LAN
Recorded: 05/12/2009 at 11:18:44 AM
Fee Amt: \$109.20 Page 1 of 3
Revenue Tax: \$87.20
Marshall County Iowa
Kathleen K. Baker Recorder

File **2009-00002572**

*\$87.20
\$22.00 hja*



COURT OFFICER DEED

THE IOWA STATE BAR ASSOCIATION

Official Form No. P201

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Robert J. Weiss, 106-B South 1st Avenue, Marshalltown, IA 50158, Phone: (641)
753-5187

Taxpayer Information: (Name and complete address)

Christopher P. Fuchsen, 1222 Oxford Avenue, Loscomb, IA 50148

*** Return Document To:** (Name and complete address)

Walker & Billingsley, 208 N. 2nd Ave. W., Newton, IA 50208

Grantors:

Bernard E. Escherich Estate

Grantees:

Christopher P. Fuchsen

Legal description: See Page 2

Document or instrument number of previously recorded documents:



COURT OFFICER DEED

IN THE MATTER OF

THE ESTATE OF

BERNARD ESCHERICH

now pending in the Iowa District Court

in and for Marshall County. Probate No. ESPR005075

Pursuant to the authority and power vested in the undersigned, and in consideration of One (\$1.00)-----
Dollar(s) and other valuable consideration, the undersigned, in the representative capacity designated
below, hereby Convey(s) to
Christopher P. Fuchsen and Mary Mc Cann - Fuchsen, husband and wife joint
tenants with full rights of survivorship and not as tenants
in common

the following described real estate in Marshall County, Iowa:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter
Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East
476.5 feet, thence South 402 feet, thence West 476.5 feet, thence North 402 feet to point of beginning.

Grantor warrants that wherever the names Beulah H. Esherich and Beulah H. Escherich appear in the
chain of title to this real estate that said names refer to one and the same person. Grantor also warrants
that wherever the names Bernard E. Esherich and Bernard E. Escherich appear in the chain of title to
this real estate that said names refer to one and the same person.

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

Dated: May, 2009

Bernard E. Escherich Estate

By Property Management Specialist Office Agent x Sharon Estep
Sharon Estep - F&M Bank-IA a/k/a Citizens Bank Wealth Management, N.A.

By _____
Title _____

As Executor *in the As _____ *in the
above entitled estate or cause. above entitled estate or cause.

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

Acknowledgment for Individuals

STATE OF MICHIGAN, COUNTY OF Genesee

This instrument was acknowledged before me on MAY 7th, 2009, by

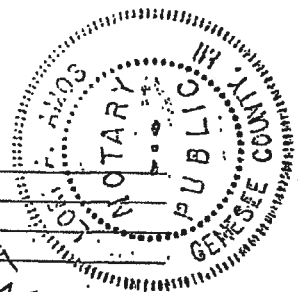
Sharon Estep

as Agent

of F&M BANK IA aka Citizens Bank Wealth mg

Lori A. Amos
Lori A. Amos

Notary Public

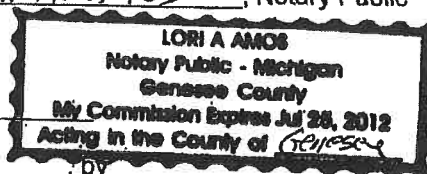


STATE OF MICHIGAN, COUNTY OF Genesee

This instrument was acknowledged before me on May 7, 2009, by

as

of



_____, Notary Public

Acknowledgment for Corporation

STATE OF MICHIGAN, COUNTY OF _____

This instrument was acknowledged before me on May, 2009, by Sharon Estep

as Property Management Specialist Officer

of F&M Bank-Iowa a/k/a Citizens Bank Wealth Management, N.A.

on behalf of said corporation as fiduciary.

_____, Notary Public

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me on _____, by _____

as

of

on behalf of said corporation as fiduciary.

_____, Notary Public

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD
HAZARD CONTROL PROJECT NO. 53511029**

WHEREAS the owners of a property located at 1222 Oxford Avenue, Liscomb, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

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

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2017-00006842 and a subordination agreement was recorded as Instrument No. 2018-00002914 on 06/05/2018, in the records of Marshall County, Iowa; and

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

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

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

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

Section 2. The attached Subordination Agreement, shall be for real property located at 1222 Oxford Avenue, Liscomb, Iowa described as follows:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 26th day of June 2020, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this _____ day of _____ 2020, and signed this _____ day of _____ 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Christopher & Mary Fuchsen are the owners of the following described premises:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2017-00006842 and a subordination agreement was recorded as Instrument No. 2018-00002914 on 06/05/2018, in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

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

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

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Compass Mortgage Inc.; and

The City of Marshalltown further acknowledges the mortgage of Compass Mortgage Inc. as a first and prior lien upon said premises, not to exceed \$98,600.00 nor be increased without prior written consent of the City of Marshalltown; and

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

Witness the hand and seal of the undersigned this ____ day of _____ 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2020 before me, a Notary Public, appeared Joel T.S. Greer, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

MARSHALLTOWN

— I O W A —

July 13, 2020

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Voluntary Annexation of 2424 233rd Street, Marshalltown, IA 50158

Policy Issue: The City of Marshalltown and Marshalltown Waterworks have requirements that if a development is requesting a connection and is located outside of the corporate City limits the owner must request Voluntary Annexation. The City Council will review the request and may choose to accept the request or decline the request. The property located at 2424 233rd Street, owned by John and Roberta Olson is currently in the county adjacent to City limits. They are building a new single-family residential dwelling and have requested water service from Marshalltown Waterworks. In turn they have submitted the voluntary annexation application to the City. They are not connecting to the City sewer.

Recommendation: It is the recommendation of staff that the annexation application be accepted and the process be completed which includes a public hearing and notification to Marshall County, the Iowa DOT, the Secretary of State, and each public utility. A resolution is attached approving the annexation request. Notifications have been sent to the County, public utility providers, and Township Trustee.

Background: The City limits were extended around this property on May 2, 2000.

Budget Impact: There is not a fee for application unless the property is tax-exempt. In the future the property would pay City property taxes. The owner would be eligible to receive tax-abatement under our current codes for a new dwelling.

Attachment: Resolution and application

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE,
2424 233rd STREET, TO THE CITY OF MARSHALLTOWN, IOWA

WHEREAS the City of Marshalltown, Iowa, is a duly organized municipal corporation, and pursuant to Section 368.7 of the Code of Iowa, the City has received from John and Roberta Olson, the owners of real estate, an application for voluntary annexation, of said real estate, lying adjacent to the existing City limits of the City of Marshalltown, locally known as 2424 233rd Street as shown, on the accompanying map in Exhibit "A" attached hereto; and

WHEREAS the City Council held a public hearing on July 13, 2020 regarding the voluntary annexation application; and

WHEREAS the City of Marshalltown, Iowa desires to annex said territory upon this application heretofore presented.

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

Section 1. That the Application for annexation of the real estate as described in the legal description in Exhibit "B" attached hereto is hereby approved.

Section 2. This territory shall thereafter be and become a part of the City of Marshalltown, Iowa, upon state acceptance or acknowledgement, as proved by law.

Section 3. That the City Clerk shall forthwith cause this Resolution and attachments to be filed with the City Development Board, and Resolution with attachments, map and legal description to the Secretary of State, the Marshall County Board of Supervisors, each affected public utility, and the State Department of Transportation, and shall record a copy of said Resolution, legal description, and map with the Marshall County Recorder, as required by Section 368.7 of the Code of Iowa.

Passed this ____ day of July 2020 and signed this ____ day of July 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator,
Acting City Clerk

Exhibit “A” Map of area to be annexed – 2424 233rd Street, Marshalltown, IA 50158



Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways
- U.S. Hwy 30
- Hwy 330
- State Paved

Parcel ID	8318-09-176-004	Alternate ID	n/a	Owner Address	OLSON, JOHN H 608 W MAIN ST MARSHALLTOWN, IA 50158	Last 2 Sales			
Sec/Twp/Rng	09-83-18					Date	Price	Reason	Qual
Property Address	2424 233RD ST MARSHALLTOWN	Class	RESIDENTIAL			11/14/2019	\$9000	Vacant lot	U
		Acreage	n/a			5/12/2017	\$8500	Vacant lot	U

District 150800-TIMBER CREEK MC

Brief LOT 4

Tax Description

(Note: Not to be used on legal documents)

Date created: 6/15/2020

Last Data Uploaded: 6/15/2020 7:25:53 AM

Developed by Schneider
GEOSPATIAL

Exhibit “B” Legal Description for 2424 233rd Street, Marshalltown, IA 50158

Lot Four, Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the 5th P.M., Marshall County, Iowa.

City of Marshalltown

Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
Due by 6/12/20	Application received
6/22/20	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2 nd & 4 th Monday)
6/19/20	Application mailed to County Board of Supervisors at least 14 business days prior to Council action. Mail certified copy on Friday 4 weeks prior to Council meeting.
6/19/20	Notice of public hearing submitted to the newspaper 1 week prior to publication.
6/26/20	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior to the meeting.
7/13/20	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
by 7/17/20	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
by 7/24/20	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
TBD	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☒ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☒ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☒ Map of property to be annexed.
- ☒ Description of the current use and expected use of the annexed property.
- ☒ \$250 application fee. (applicable to tax-exempt parcels only)

Check returned 6/15/2020 MF

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2424 233 rd ST Marshalltown, IA 50158	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8318 09 176 004	
Owner of Record: John & Roberta Olson	
Address of Owner of Record: 608 West Main, Marshalltown, IA 50158	
Owner Phone: 641 752 1451	Owner E-mail: OLSON1451@MSN.COM
Authorized Agent:	
Address of Authorized Agent:	
Agent Phone:	Agent E-mail:

Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

new Dwelling

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.

Owner/Agent Signature

Date

Owner/Agent Signature

Date

Owner/Agent Signature

Date



Recorded: 11/15/2019 at 03:23:13 PM
Amt: \$12.00 Page 1 of 1
Revenue Tax: \$13.60
Marshall County Iowa
Nan Benson County Recorder
File **2019-00006010**

\$13.60
\$12.00

***Taxpayer & Return To:** John & Roberta Olson, 608 W. Main St., Marshalltown, IA 50158
Preparer: Kevin R. Hitchins, 102 E. Church St., Marshalltown, Iowa 50158, (641) 752-4507

Warranty Deed – Joint Tenancy

For the consideration of One and No/100 Dollar(s) and other valuable consideration, Superior Rentals, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to John H. Olson and Roberta J. Olson, husband and wife, as Joint Tenants with full rights of survivorship, the following described real estate in Marshall County, Iowa:

Lot Four, Golf View Estates Subdivision of the Southeast Quarter of the Northwest Quarter of Section Nine, Township Eighty-three North, Range Eighteen West of the 5th P.M., Marshall County, Iowa.

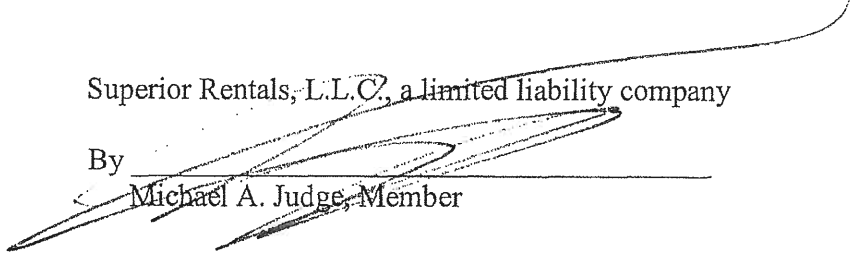
The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: November 14, 2019.

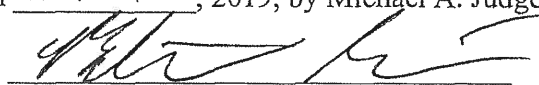
Superior Rentals, L.L.C., a limited liability company

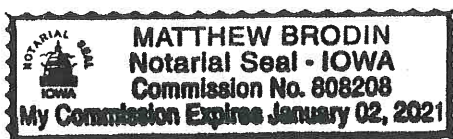
By

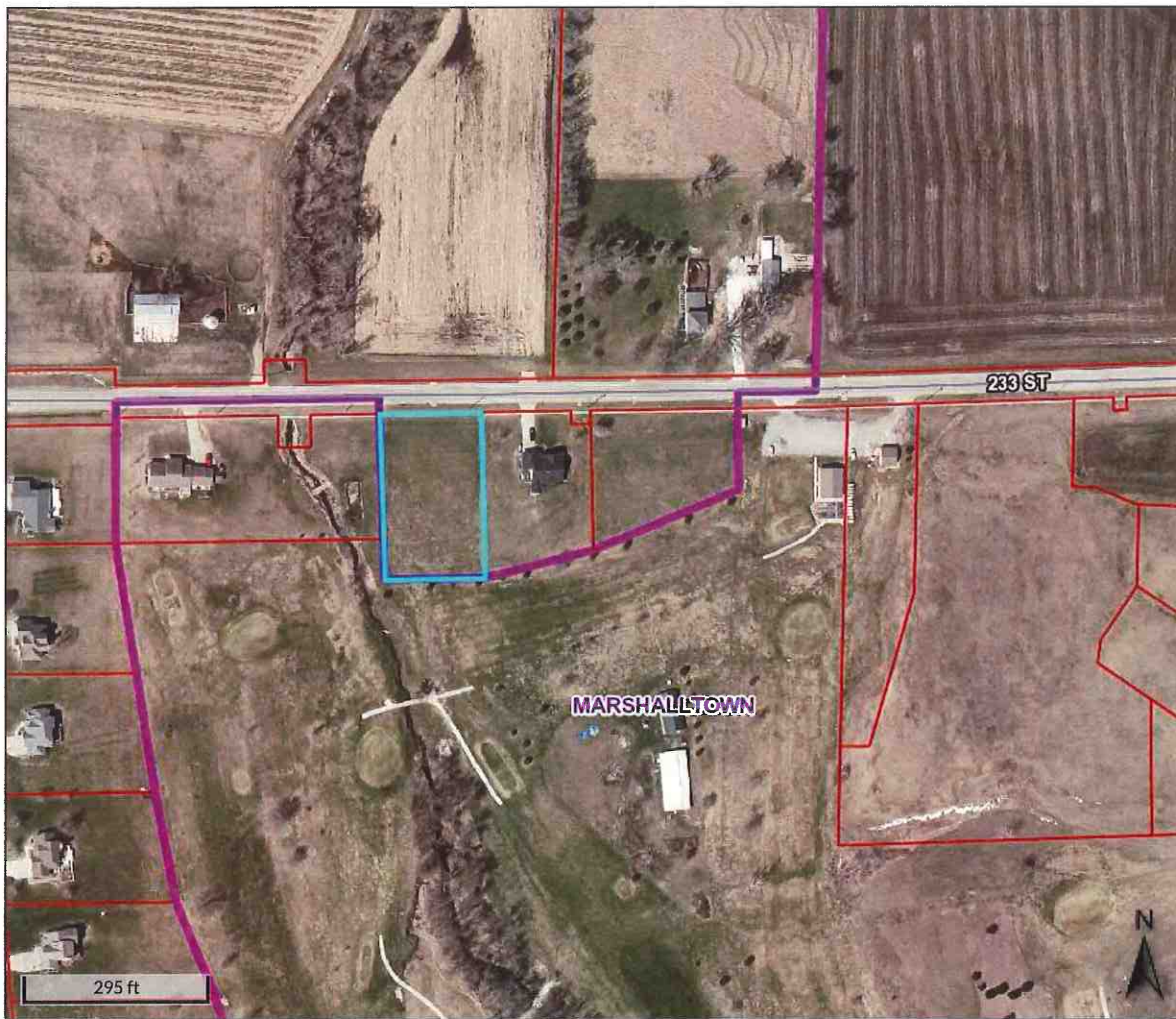

Michael A. Judge, Member

STATE OF IOWA, COUNTY OF MARSHALL

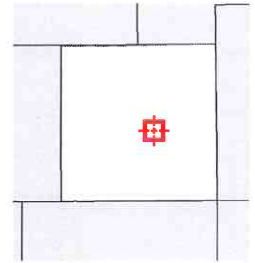
This record was acknowledged before me on 11-14-19, 2019, by Michael A. Judge as Member of Superior Rentals, L.L.C.


Signature of Notary Public





Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways**
- U.S. Hwy 30
- Hwy 330
- State Paved

Parcel ID	8318-09-176-004	Alternate	n/a	Owner	OLSON, JOHN H	Last 2 Sales			
Sec/Twp/Rng	09-83-18	ID		Address	608 W MAIN ST	Date	Price	Reason	Qual
Property	2424 233RD ST	Class	RESIDENTIAL		MARSHALLTOWN, IA	11/14/2019	\$9000	Vacant	U
Address	MARSHALLTOWN	Acreage	n/a		50158	5/12/2017	\$8500	Vacant	U
								lot	
								lot	
District	150800-TIMBER CREEK MC								
Brief	LOT 4								
Tax Description	(Note: Not to be used on legal documents)								

Date created: 6/15/2020
Last Data Uploaded: 6/15/2020 7:25:53 AM

Developed by  **Schneider**
GEOSPATIAL

MARSHALLTOWN

— I O W A —

July 13, 2020

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Annexation Request regarding Voluntary Annexation request from Martin Marietta for parcel 8317-05-200-005

Policy Issue: Martin Marietta Materials Real Estate Investments, Inc. has a small sliver of land that was not annexed when Alliant annexed several years ago. Martin Marietta purchased land from Alliant for their new location.

Recommendation: We initiated this process in 2018 right after the tornado and it had not been finalized so it is going through the full process at this time to get everything in order. A public hearing will be held July 13, 2020. Notifications were mailed to the County, public utility companies and Township Trustee. Staff recommends approval of the request.

Background: Several years ago, more than 600 acres were annexed into the City for Alliant. This small parcel was unintentionally left out and not realized until Martin Marietta became involved.

Budget Impact: This annexation would bring property into the City.

Attachment: Application and resolution.

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE,
PARCEL 8317-05-200-005, TO THE CITY OF MARSHALLTOWN, IOWA

WHEREAS the City of Marshalltown, Iowa, is a duly organized municipal corporation, and pursuant to Section 368.7 of the Code of Iowa, the City has received from Martin Marietta materials real Estate Investments, Inc., the owners of real estate, an application for voluntary annexation, of said real estate, lying adjacent to the existing City limits of the City of Marshalltown, locally known as Parcel 8317-05-200-005 as shown, on the accompanying map in Exhibit "A" attached hereto; and

WHEREAS the City Council held a public hearing on July 13, 2020 regarding the voluntary annexation application; and

WHEREAS the City of Marshalltown, Iowa desires to annex said territory upon this application heretofore presented.

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

Section 1. That the Application for annexation of the real estate as described in the legal description in Exhibit "B" attached hereto is hereby approved.

Section 2. This territory shall thereafter be and become a part of the City of Marshalltown, Iowa, upon state acceptance or acknowledgement, as proved by law.

Section 3. That the City Clerk shall forthwith cause this Resolution and attachments to be filed with the City Development Board, and Resolution with attachments, map and legal description to the Secretary of State, the Marshall County Board of Supervisors, each affected public utility, and the State Department of Transportation, and shall record a copy of said Resolution, legal description, and map with the Marshall County Recorder, as required by Section 368.7 of the Code of Iowa.

Passed this ____ day of July 2020 and signed this ____ day of July 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Jessica Kinser, City Administrator,
Acting City Clerk

Exhibit “A” Map of area to be annexed – Parcel 8317-05-200-005, Marshalltown, IA 50158



Parcel ID	8317-05-200-005	Alternate ID	n/a	Owner Address	MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS INC PO BOX 8040 FORT WAYNE, IN 46898	Last 2 Sales		Reason	Qual
Sec/Twp/Rng	05-83-17	Class	AGRICULTURAL			Date	Price	Normal	U
Property Address		Acreage	0.61			9/6/2018	\$1123500	Sale	U
						8/29/2007	\$2507561	to/by public utility or railroad	
District Brief	060700-LEGRAND EM								
Tax Description	N 20' OF NENE								
	(Note: Not to be used on legal documents)								

Date created: 6/17/2020
Last Data Uploaded: 6/17/2020 7:24:28 AM

Developed by Schneider GEOSPATIAL

Marshall County Parcel ID# 8317-05-200-005



Exhibit "B" Legal Description for Parcel 8317-05-200-005, Marshalltown, IA 50158

The North Twenty (N 20) feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty-three (83) North, Range Seventeen (17) West of the 5th P.M., Marshall County, Iowa, containing 0.6 acre, more or less

City of Marshalltown

Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
Due by 6/12/20	Application received
6/22/20	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2 nd & 4 th Monday)
6/19/20	Application mailed to County Board of Supervisors at least 14 business days prior to Council action. Mail certified copy on Friday 4 weeks prior to Council meeting.
6/19/20	Notice of public hearing submitted to the newspaper 1 week prior to publication.
6/26/20	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior to the meeting.
7/13/20	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
by 7/17/20	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
by 7/24/20	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
TBD	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☐ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☐ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☐ Map of property to be annexed.
- ☐ Description of the current use and expected use of the annexed property.
- ☐ \$250 application fee. (applicable to tax-exempt parcels only)

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: vacant land	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8317-05-200-005	
Owner of Record: Martin Marietta Materials Real Estate Investments, Inc.	
Address of Owner of Record: c/o Baden Tax Management P.O. Box 8040 Fort Wayne, IN 46898-8040	
Owner Phone: 515-697-3425	Owner E-mail: neil.grant@martinmarietta.com
Authorized Agent: N/A	
Address of Authorized Agent: N/A	
Agent Phone: N/A	Agent E-mail: N/A

Please indicate if the property is involved in any of the following:			
☐ Bankruptcy	☐ Contract	☐ Civil Suit	☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

The subject property is currently in row crop production. The subject property (and additional property to the north) has been permitted for sand and gravel extraction.

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.


Owner/Agent Signature

6/17/2020
Date

Owner/Agent Signature

Date

Owner/Agent Signature

Date

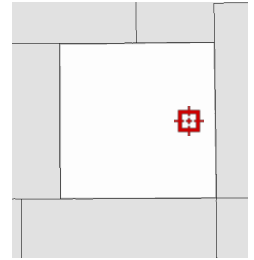


Beacon™

Marshall County, IA



Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways**
 - U.S. Hwy 30
 - Hwy 330
 - State Paved

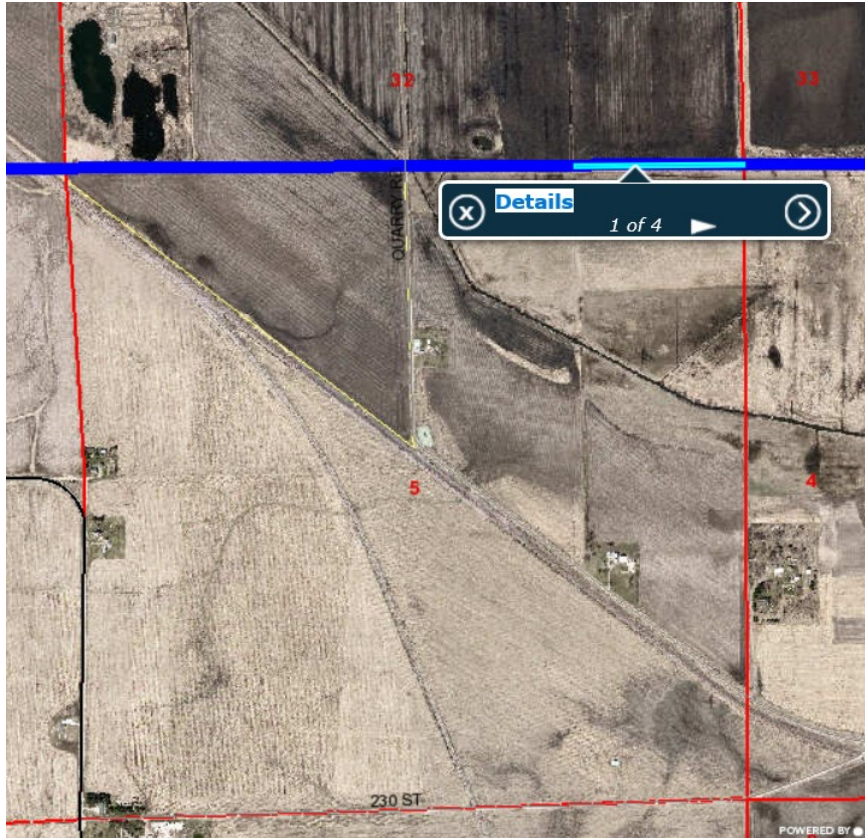
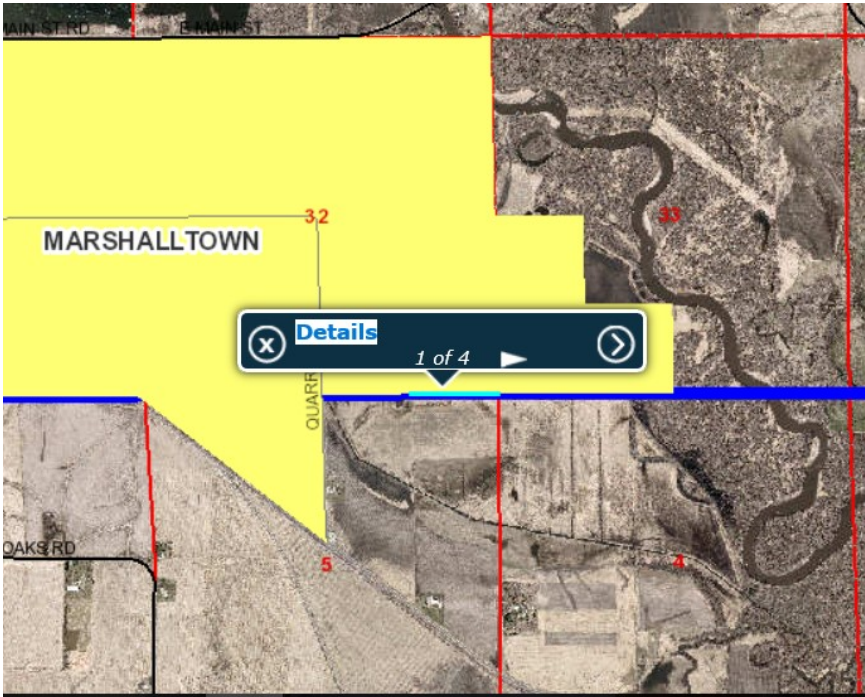
Parcel ID	8317-05-200-005	Alternate ID	n/a	Owner Address	MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS INC PO BOX 8040 FORT WAYNE, IN 46898	Last 2 Sales			
Sec/Twp/Rng	05-83-17	Class	AGRICULTURAL			Date	Price	Reason	Qual
Property Address		Acreage	0.61			9/6/2018	\$1123500	Normal	U
						8/29/2007	\$2507561	Sale	U
								to/by public utility or railroad	
District Brief	060700-LEGRAND EM								
Tax Description	N 20' OF NE NE								
	(Note: Not to be used on legal documents)								

Date created: 6/17/2020

Last Data Uploaded: 6/17/2020 7:24:28 AM

Developed by  **Schneider**
GEOSPATIAL

Marshall County Parcel ID# 8317-05-200-005



0 VACANT LAND

PARCEL ID# 8317-05-200-005

The North Twenty (N 20) feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Eighty-three (83) North, Range Seventeen (17) West of the 5th P.M., Marshall County, Iowa, containing 0.6 acre, more or less

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY ADDING CHAPTER 134, NOISE CONTROL AND
AMENDING OR REPEALING CONFLICTING SECTIONS**

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by adding a new chapter, Chapter 134, NOISE CONTROL, as follows:

Chapter 134

NOISE CONTROL

134.001: PURPOSE, SCOPE AND DECIBEL MEASUREMENT:

- A. It is the purpose of this chapter to prevent excessive sound which is a serious hazard to the public health and welfare and to the quality of life in the City of Marshalltown.
- B. This chapter shall apply to the control of all noise originating within the limits of the City of Marshalltown.
- C. The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. The measurement shall be an A-weighted, slow response sound level.

134.002: DEFINITIONS:

All terminology used in this chapter and not defined in this section shall be in conformance with application publications of the American National Standards Institute (ANSI) or its successor body.

A-WEIGHTED SOUND LEVEL: The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level is designated dB(a) or dBA.

CALIBRATION CHECK: Operators of a sound level meter may certify the accuracy of meter by either witnessing the integrity seal on the meter is intact and that the device has a current certificate of calibration from an outside sound meter testing lab; or, using a sound calibrator with the meter before enforcement sampling to verify the device is functioning properly. The sound calibrator emits a test sound at specific dB level(s) to compare sound level meter readings.

DECIBEL (dB): A logarithmic and dimensionless unit of measure often used in describing the amplitude of sound.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity, work to restore public utilities or infrastructure, or work required to protect persons or property from an imminent danger.

NOISE: A sound, especially one that is loud or unpleasant or that causes disturbance.

NOISE CONTROL OFFICE: The same as the Marshalltown Police Department and shall have the responsibility of enforcing this chapter.

NOISE DISTURBANCE: Any sound which endangers the welfare, safety or health of a human being, or disturbs a reasonable person of normal sensitivities, or devalues or injures personal or real property by exceeding authorized limits.

PERSON: Any individual, association, partnership, corporation or officer thereof.

REASONABLE OPERATION: Use of construction, power tools, lawn and garden equipment with a legitimate, timely purpose that minimizes disruption to nearby persons; not used to cause annoyance or excessive disruption.

SOUND: A temporal and spatial oscillation in pressure, or other physical quantity, in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

SOUND LEVEL METER: An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output or display meter, and weighting networks used to measure sound pressure levels in decibels when properly calibrated or currently certified to be working correctly and the instrument is of type 2 or better, which complies with American National Standards Institute Standard 1.4-1971 or its successor.

SOUND PRESSURE: The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound energy.

SOUND PRESSURE LEVEL: Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micronewtons per square meter ($120 \times 10^{-6} \text{N/m}^2$). The sound pressure level is denoted L_p or SPL and is expressed in decibels.

134.003: EXCEPTIONS TO CHAPTER:

The provisions of this chapter shall not apply to:

- A. The emission of sound for the purpose of alerting persons to the existence of an emergency vehicle warning devices. Private audible alarms may be tested once per day for a maximum duration of thirty (30) seconds between the hours of ten o'clock (10:00) A.M. and four o'clock (4:00) P.M. False or overly sensitive audible alarms that cause a noise disturbance are not exempt under provisions of this chapter.
- B. The emission of sound in the performance of emergency work.
- C. Activities of temporary duration, permitted by law, and for which a valid noise permit has been issued by the Noise Control Office.
- D. Reasonable operation of construction equipment, domestic power tools, lawn and garden equipment between seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- E. Nonprofessional athletic contests on school property, school band practice, and school band performances between seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- F. Funeral or memorial events of limited duration to include, but not limited to: the playing of trumpets or bagpipes, discharge of blanks during a gun volley salute, etc.
- G. Rail and air transportation and public mass transportation vehicles.
- H. The emission of sound in connection with authorized activities conducted on the County Fairgrounds during the annual Central Iowa Fair.
- I. The emission of sound in the performance of authorized law enforcement or military operations.
- J. The emission of sound in the discharge of weapons or in fireworks displays approved by the City Council or County Board of Supervisors; or when lawfully allowed by City ordinance.
- K. The emission of sound in the reasonable operation of snow removal equipment and street cleaning equipment regardless of time of day.
- L. Organized racing events on the County Fairgrounds property in such a manner that the sound level resulting from such operation exceeds ninety (90) dBA for any period of time during such operation. Sound levels which exceed the limits herein described at the real property boundary of the receiving land use shall be deemed a noise disturbance. Said organized racing events must end by ten thirty o'clock (10:30) P.M. and not start before ten o'clock (10:00) A.M.

134.004: NOISE DISTURBANCE PROHIBITED:

No person shall make, continue, or cause to be made or continued, except as permitted, any noise disturbance as defined in this chapter, or any noise in excess of the limits for such noise established in this chapter.

134.005: MAXIMUM PERMISSIBLE SOUND LEVELS BY ZONED LAND USE:

- A. No person shall engage or participate in the making and creating of an excessive or unusually loud sound within the City heard and measured in the manner prescribed in subsection 134.001 (C) of this chapter, and below, except when done under and in compliance with a permit issued pursuant to this chapter.
- B. It shall be the duty of persons in a position of ownership, possession or control of premises to prevent such premises from the site of activities producing sound levels in excess of what is permitted under this chapter. Failure or refusal to perform such duty shall constitute a violation of this section.
- C. It shall be the duty of persons in positions of leadership or responsibility with respect to unincorporated associations, groups, gatherings and assemblages of people to prevent such from causing or making sound levels in excess of what is permitted under this chapter. Failure or refusal to perform such duty shall constitute a violation of this section.
- D. For the purpose of determining and classifying any sound as excessive or unusually loud, the following test measurement and requirements are to be applied:
 - 1. The sound shall be measured at the edge of the City street or alley right-of-way reasonably appearing to be nearest to the source of the sound, or if in a park zoned area, approximately fifty feet (50') from the source of the sound. When a complaint is received, a measurement may also be taken at a location on the property where the complaining party was disturbed.
 - 2. The sound shall be measured on a sound level meter of standard design and quality operated in the "A" slow response weighing scale.

3. A sound measured or registered in excess of the maximum permitted levels according to the following table, is declared to be excessive and unusually loud and is unlawful:

Neighborhood Zoned Characteristics		Maximum Permitted
Residential:		
	Between 7:00 A.M. to 10:00 P.M.	60
	Between 10:00 P.M. to 7:00 A.M.	50
Commercial or agricultural		65
Industrial		80
Park		65

134.006: NOISE PERMITS:

A. Application: Applications for a permit for relief from the provisions of this chapter may be made to the Noise Control Office, or a duly authorized representative, pursuant to the following procedure:

1. All permits must be applied for in writing during normal business hours stating what devices are to be employed, where they are to be employed, on what date(s) and at what times of day they are to be used, the nature of the sounds to be produced or amplified and the number of people in attendance, and the persons responsible for the activity. Sufficient lead time must be given to the Noise Control Office to research permit application and consult with neighboring property owners who may be impacted if a noise permit is issued.
2. Permits granted shall state with reasonable specificity the date(s), location(s), time(s), nature of the sound, devices permitted, number of people in attendance, and the persons responsible for the activity. Permits are not transferable. The permit shall be conspicuously displayed on or near main sound producing object or main entrance.
3. Permits shall not be arbitrarily or unreasonably withheld nor shall the free expression of ideas or lawful speech be restrained, but sound and noise producing conduct having no communicative value and serving only to unreasonably disturb and disrupt the enjoyment of residences and normal pursuits shall be restrained.
4. The Noise Control Office may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.
5. Approved noise permits may be revoked at any time by Noise Control Office if permittee or guests fail to comply with permit requirements. Permit fees are nonrefundable in this case.
6. Denied permits may be appealed to the City Administrator or designee within fourteen (14) calendar days of a permit denial.

B. Permit Application Fees:

1. Permit application fee for twenty-four (24) hours or less is twenty five dollars (\$25.00) each.
2. Permit application fee for one (1) day through seven (7) days is forty dollars (\$40.00) each date.
3. The Noise Control Office has discretion to waive or reduce a permit fee for a registered charitable or nonprofit organization.

C. Maximum Sound Levels: When a permit has been issued pursuant to this chapter, the sound levels listed in the following table shall be the maximum levels permitted:

Sound Level Limit In dBA	Duration
80	24 hours
83	12 hours
86	6 hours
89	3 hours
90	1.5 hours

The above stated duration for each sound level shall not be exceeded. The sound level shall be measured in the same manner as set out in section 134.005 of this chapter.

134.007: MOTORIZED VEHICLES:

A. No person shall operate the engine providing motive power, or an auxiliary engine, of a motor vehicle with a manufacturer’s gross vehicle weight rating of ten thousand (10,000) pounds or more for a consecutive period longer than twenty (20) minutes while such vehicle is standing and located within one hundred fifty feet (150’) of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure. This section shall not apply to delivery or pickup vehicles that require the operation of the engine to unload or load their vending loads.

B. It shall be unlawful for any person to operate or for the owner to cause or permit to be operated within the public right-of-way in this City, any motor vehicle which emits a noise in excess of the dBA level established in this section.

1. The maximum allowable noise levels for motor vehicles shall be seventy five (75) dBA measured at a distance of twenty five feet (25').

2. This section applies to the total noise from a motor vehicle and shall not be construed as limiting or precluding the enforcement of any other provisions of this chapter.

3. No person shall modify the exhaust system of a motor vehicle or any other noise abatement device of a motor vehicle or operate any such vehicle or device in this City in a manner that the noise emitted by the motor vehicle is above the emitted by the vehicles as originally manufactured. Muffler cutouts, bypasses, or other devices which increase sound emitted shall be unlawful.

4. The sound shall be measured on a sound level meter of standard design and quality operated on the "A" slow response weighting scale.

134.008: POWERS AND DUTIES OF NOISE CONTROL OFFICE; ENFORCEMENT:

The Noise Control Program established by this chapter shall be implemented, administered, and enforced by the Noise Control Office.

134.009: UNLAWFUL USE OF ENGINE AND COMPRESSION BRAKES:

The use of any engine brake, compression brake, dynamic braking device, or mechanical exhaust device to brake or slow any motor vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, except for the aversion of imminent danger, is prohibited. Emergency vehicles are exempt from the application of this section.

134.010: PENALTY

Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to section 10.999 of this code of ordinances.

Section 2. Repeal in its entirety, 71.014, relating to truck brake noise, see new section 134.009.

Section 3. Repeal in its entirety, 130.012, relating to loud noise from vehicles, repealing existing language and replacing as follows:

130.012 LOUD NOISES; NOISES FROM SIRENS AND TIRES.

(A) No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of 50 feet or more from the motor vehicle stereo. The provisions of this division (A) may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the Police Department by any person observing and hearing a violation. The City Administrator may grant a temporary variance to this division (A) to facilitate special events. The City Administrator is specifically authorized to revoke the grant variance if the applicant shall fail to meet any of the limitations placed upon the grant of the variance or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both.

Section 4. Revise Section 130.009, relating to disorderly conduct, repealing existing language and replacing as follows:

130.009: DISORDERLY CONDUCT.

A person commits a violation of this section when the person does any of the following:

(A) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons; provided that, participants in athletic contests may engage in such conduct that is reasonably related to that sport;

(B) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another;

(C) Without lawful authority or color of authority, the person disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly;

(D) By words or action initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless; and/or

(E) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.

Section 5. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

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 _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to Chapter 71, Chapter 130 and adds a new Chapter 134, of the City Code relating to noise

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Shari L. Coughenour, City Clerk



POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South Second 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: 16 June 2020

RE: Chapter 134 - Noise Ordinance

Policy Issue:

City policy requires city council review and approval of all city ordinances. Noise complaints are a common issue addressed by the Marshalltown Police Department. Currently, the City of Marshalltown does not have a city ordinance to regulate loud noise. The State of Iowa no longer has a state law that regulates loud noise.

Recommendation:

Staff recommends city council approve the first reading of the proposed city code Chapter 134 – Noise Control. If approved, the second reading of this ordinance will occur on July 13, 2020. If the second reading is approved, staff recommends city council waive the third reading of this ordinance so it can be implemented immediately following publication.

Background:

On September 26, 2019, U.S. District Court Judge Rebecca Ebinger (S.D. Iowa) declared that Iowa Code section 723.4(2) is unconstitutional. This code section read as follows:

"Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof."

This particular state law often times was used to regulate loud noise complaints. The state law language was commonly adopted into city ordinances as a tool to regulate loud noise. The City of Marshalltown is one of many cities in Iowa that relied on this language to regulate noise. Once this section of Iowa law was declared unconstitutional, our city ordinance was no longer enforceable. It was our expectation the Iowa Legislature would address this issue during the 2020 legislative session. They did not. Consequently, the City of Marshalltown does not have an ordinance that can be used to enforce loud noise. This proposed ordinance is being presented as a fix for this problem.

Budget Impact:

Approximately \$1000.00 to purchase necessary equipment to assist with the enforcement of this new ordinance.

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, SCHEDULE
V YIELD INTERSECTIONS AND SCHEDULE IV TRAFFIC SIGNALS

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE IV STOP INTERSECTIONS, Section (A):

Direction	Street/Intersection		
		W	S CENTER ST BY WALMART
		N	W MAIN ST & N 29TH ST
S	WOODLAND ST IN RIVERVIEW PARK	S	W MAIN ST & N 25TH ST
E,W	3RD AVE & EAST RAMP & WEST RAMP	N	WASHINGTON ST & S 1ST ST
N	PLAZA DR & E SOUTHRIDGE RD	N	WASHINGTON ST AT AQUATIC CENTER
S	BURNS RD & S 18TH AVE	W	3RD AVE & E BOONE ST
E	CENTRAL IOWA DR	N	AIRPORT RD & N 3RD ST & N CENTER ST
	COLLEGE DR & MARSHALLTOWN COMM COLL	S	ANN RUTLEDGE RD & LINCOLN WAY
W	NORTH ENTRANCE COLLEGE DR & MARSHALLTOWN COMM COLL	E	ANSON CIR & S 2ND AVE
W	SOUTH ENTRNACE	E,W	ARLINGTON DR & S 6TH ST
E,W	E ANSON ST & GOVERNOR RD	W	ARNOLD DR & HIGHLAND ACRES RD
S	E LINN ST ALLEY B/T 3RD/4TH AVE	N	AUSTIN PL & MERRITT RD
E	E MADISON ST & 12TH AVE	E	BAILEY DR & EDGEBROOK DR
S	E MADISON ST & WEST RAMP	S	BAILEY DR & THUNDERBIRD DR
	E MAIN ST AT PW FACILITY	S	BEL AIRE DR & LINCOLN WAY
N	WEST ENTRANCE	E	BENJAMIN DR & GOVERNOR RD
S	E NEVADA ST/PW FACILITY	W	BENJAMIN DR & JOAN TERR
S	DRIVE	S	BENJAMIN DR & KEYSTER RD
S	E NEVADA ST & EAST RAMP		BITTERSWEET RD & WESTWOOD DR
E	REX RYDEN RD & GOVERNOR RD	N	
	BURNS RD & GOVERNOR RD AT CITY LIMITS	N	BLOSSOM LN & THOMAS DR
W			BLOSSOM LN & THUNDERBIRD DR
W	GLENDA DR	S	
	GOVERNOR RD & INDUSTRIAL BLVD	E	BOHEN ST & S 3RD AVE
E		W	BOHEN ST & S CENTER ST
N,S	GOVERNOR RD & IOWA AVE E		BRENTWOOD PL & LINCOLN
	GOVERNOR RD & IOWA AVE E	N,S	TOWER CIR & LINCOLN WAY
S	RIGHT TURN LANE		BRENTWOOD RD & LINCOLN
E,W	GOVERNOR RD & JACKSON ST	N,S	TOWER DR & LINCOLN WAY
E	GOVERNOR RD & MAY ST	S	BROADMORE DR & E SOUTH ST
E	GOVERNOR RD & TURNER ST	N	BROOKSIDE RD & W OLIVE ST
	HIGHLAND ACRES- FRONTAGE	W	BRYNGELSON DR & S 4TH ST
E	ROAD NORTH	W	BYRON ST & N 1ST AVE
	HIGHLAND ACRES- FRONTAGE	E	BYRON ST & N 2ND AVE
E	ROAD SOUTH	W	CAMPBELL DR & WESTWOOD DR
	IOWA AVE E- FRONTAGE	S	CARSON DR & COOPER LN
N	RD/GOVERNOR RD	W	CARSON DR & S 6TH ST
S	LINCOLN WAY & BELAIRE DR		CATALINA PL & SANTA BARBARA DR
E,W	MARKET ST & WEST RAMP	N	
	E MERLE HIBBS BLVD & KNOLLWAY DR	E	CHERRY ST & S 2ND AVE
S	N 3RD ST ALLEY NORTH OF PARK ST	S	CLINTON ST & W OLIVE ST
			COLUMBUS DR & CRESTVIEW DR
S	S 7TH ST & W MADISON ST	N	
	S 6TH ST AT SOFTBALL COMPLEX	S	COLUMBUS DR & HUISMAN CIR
E	S 11TH ST AT MILLER MIDDLE SCHOOL	N,S	COLUMBUS DR & S 1ST ST
E	S 2ND ST ALLEY B/T MAIN & CHURCH	E,W	COLUMBUS DR & S 2ND ST
		W	COLUMBUS DR & S 4TH ST
E		E	COLUMBUS DR & S CENTER ST
E			COUNTRY CLUB LN & W OLIVE ST
S	S 3RD ST & S 6TH ST	N	
		E	CRAIG CR & EDGEBROOK DR

E	CRESTVIEW DR & S CENTER ST	E	E LEE ST & N 12TH AVE
N,S	CRESTVIEW DR & W OLIVE ST	W	E LEE ST & N 3RD AVE
W	DEBRA DR & S 6TH ST	E	E LEE ST & N 4TH AVE
S	DEBRA DR & WESTWOOD DR	E,W	E LEE ST & N 7TH AVE
S	DENMEAD BLVD & W MAIN ST	E	E LEE ST & N 8TH AVE
N	DENMEAD BLVD & W STATE ST	N,S	E LINCOLN ST & N 1ST AVE
	DUBOIS CIR & E SOUTHRIDGE	N,S	E LINCOLN ST & N 2ND AVE
S	RD	E	E LINCOLN ST & N 3RD AVE
N	E ANSON ST & FINKLE AVE		E LINCOLN ST & N CENTER ST &
N	E ANSON ST & S 10TH AVE		W LINCOLN ST
N	E ANSON ST & S 11TH AVE	E	E LINN ST & S 18TH AVE
N	E ANSON ST & S 14TH AVE	N,S	E LINN ST & S 1ST AVE
S	E ANSON ST & S 15TH AVE	N,S	E LINN ST & S 2ND AVE
E,W	E ANSON ST & S 18TH AVE	N,E	E LINN ST & S 4TH AVE
N	E ANSON ST & S 2ND AVE	N,S	E LINN ST & S 5TH AVE
N	E ANSON ST & S 4TH AVE	N,S	E LINN ST & S 6TH AVE
N,S	E ANSON ST & S 5TH AVE	N,S	E LINN ST & S 7TH AVE
S	E ANSON ST & S 6TH AVE	E,W	E LINN ST & S 8TH AVE
N,S	E ANSON ST & S 7TH AVE	S	E MADISON ST & S 1ST AVE
N,S	E ANSON ST & S 8TH AVE	S	E MADISON ST & S 2ND AVE
N,S	E ANSON ST & S 9TH AVE		E MADISON ST & S CENTER ST &
N	E ANSON ST & STEGMAN	S	W MADISON ST
W	E BOONE ST & S 12TH AVE	S	E MAIN ST & N 10TH AVE
N,S	E BOONE ST & S 14TH AVE	S	E MAIN ST & N 11TH AVE
N,S	E BOONE ST & S 15TH AVE	S	E MAIN ST & N 12TH AVE
N,S	E BOONE ST & S 16TH AVE		E MAIN ST & N 18TH AVE & S
E	E BOONE ST & S 17TH AVE	N,S,E,W	18TH AVE
E,W	E BOONE ST & S 4TH AVE		E MAIN ST & N 2ND AVE & S 2ND
N,S	E BOONE ST & S 7TH AVE	N,S,E,W	AVE
E,W	E BROMLEY ST & N 10TH AVE		E MAIN ST & N 5TH AVE & S 5TH
E,W	E BROMLEY ST & N 11TH AVE	N,S	AVE
E	E BROMLEY ST & N 12TH AVE		E MAIN ST & N 8TH AVE & S 8TH
W	E BROMLEY ST & N 3RD AVE	N,S	AVE
E,W	E BROMLEY ST & N 4TH AVE	S	E MAIN ST & N 9TH AVE
N,S	E BROMLEY ST & N 5TH AVE		E MAIN ST & S 12TH
E,W	E BROMLEY ST & N 7TH AVE	N,E,W	AVE/LENNOX DR
E,W	E BROMLEY ST & N 8TH AVE	N	E MAIN ST & S 6TH AVE
E,W	E BROMLEY ST & N 9TH AVE	N	E MARION ST & N 10TH AVE
N,S	E CHURCH ST & S 2ND AVE	N	E MARION ST & N 12TH AVE
N	E CHURCH ST & S 4TH AVE	N	E MARION ST & N 13TH AVE
N,S	E CHURCH ST & S 5TH AVE	N	E MARION ST & N 14TH AVE
N,S	E CHURCH ST & S 6TH AVE	N	E MARION ST & N 15TH AVE
E	E CHURCH ST & S 7TH AVE	N,E,W	E MARION ST & N 18TH AVE
N,E,W	E FERNER ST & GLENWOOD TER	E,W	E MARION ST & N 3RD AVE
N,S	E FERNER ST & S 1ST AVE	N,S	E MARION ST & N 4TH AVE
E,W	E FERNER ST & S 2ND AVE	S	E MARION ST & N 5TH AVE
E,W	E FERNER ST & S 3RD AVE	N	E MARION ST & N 6TH AVE
W	E FERNER ST & S CENTER ST	N	E MARION ST & N 7TH AVE
W	E HIGH ST & FINKLE AVE	N	E MARION ST & N 8TH AVE
E,W	E HIGH ST & S 1ST AVE	N	E MARION ST & SHARON AVE
E	E HIGH ST & S 3RD AVE		E MERLE HIBBS BLVD &
E,W	E HIGH ST & S 7TH AVE	W	GOVERNOR RD
E,W	E HIGH ST & S 8TH AVE		E MERLE HIBBS BLVD & S 18TH
E,W	E HIGH ST & S CENTER ST & W	E,W	AVE & S 18TH ST
	HIGH ST	S	E NEVADA ST & MARSHALL DR
E,W	E INGLEDUE ST & S 2ND AVE	S	E NEVADA ST & S 12TH AVE PL
E	E INGLEDUE ST & S 3RD AVE	S	E NEVADA ST & S 14TH AVE
	E INGLEDUE ST & S CENTER ST &	N	E NEVADA ST & S 15TH AVE
E,W	W INGLEDUE ST	S	E NEVADA ST & S 16TH AVE
		E,W	E NEVADA ST & S 18TH AVE
		E,W	E NEVADA ST & S 1ST AVE

S	E NEVADA ST & S 4TH AVE	E,W	E WOODBURY ST & N 4TH AVE
S	E NEVADA ST & S 7TH AVE	E,W	E WOODBURY ST & N 7TH AVE
S	E NEVADA ST & S 8TH AVE	E,W	E WOODBURY ST & N 8TH AVE
N,S,E	E NEVADA ST & S CENTER ST & W NEVADA ST	N,S	E WOODBURY ST & SHARON AVE
E,W	E NORTH ST & N 1ST AVE	E	EASTVIEW RD & EDGEBROOK DR
E,W	E NORTH ST & N CENTER ST & W NORTH ST	E	EDGEBROOK DR & FRIENDLY DR
N	E OLIVE ST & EDGEBROOK DR		EDGEBROOK DR & NEWCASTLE RD
N	E OLIVE ST & OLSON WAY	E	
N	E OLIVE ST & RAINBOW DR	E	EDGEBROOK DR & S 5TH AVE
S	E OLIVE ST & S 10TH AVE	E	EDGEBROOK DR & THOMAS DR
S	E OLIVE ST & S 17TH AVE		EDGEBROOK DR & THUNDERBIRD DR
N,S	E OLIVE ST & S 7TH AVE	E	EDGEBROOK DR & WALTERS CIR
S	E SOUTH ST & FINKLE AVE	N,S	EDGELAND DR & S 3RD ST
S	E SOUTH ST & S 10TH AVE	N,S	EDGELAND DR & S 5TH ST
S	E SOUTH ST & S 11TH AVE	W	EDGELAND DR & S 6TH ST
N,S	E SOUTH ST & S 1ST AVE	E,W	EDGELAND DR & S CENTER ST
N,S	E SOUTH ST & S 2ND AVE	W	EDGEWOOD ST & N 3RD AVE
N,S,E,W	E SOUTH ST & S 3RD AVE	E,W	EDGEWOOD ST & N 4TH AVE
N,S	E SOUTH ST & S 5TH AVE	E	ELDER DR & S 18TH AVE
N,S	E SOUTH ST & S 7TH AVE	N,S,W	ELMWOOD DR & HILLCREST RD
S	E SOUTH ST & S 8TH AVE		ELMWOOD DR & S 6TH ST & SUNSET LN
N,S	E SOUTH ST & S 9TH AVE	E,W	ELMWOOD DR & TIMBERLINE RD
S	E SOUTHRIDGE RD & GOVERNOR RD	N,E,W	
E		N	ELMWOOD DR & W OLIVE ST
S	E SOUTHRIDGE RD & S 5TH AVE	N	FREIBERG CT & WESTWOOD DR
	E SOUTHRIDGE RD & SUGAR CREEK LN	E,W	FREMONT ST & N 11TH ST
S		E,W	FREMONT ST & N 12TH ST
N,S	E STATE ST & N 10TH AVE	W	FREMONT ST & N 13TH ST
N,S	E STATE ST & N 11TH AVE	E,W	FREMONT ST & N 16TH ST
E,W	E STATE ST & N 12TH AVE	E	FREMONT ST & N 3RD ST
N,S	E STATE ST & N 1ST AVE	E,W	FREMONT ST & N 4TH ST
N,S	E STATE ST & N 2ND AVE	E,W	FREMONT ST & N 5TH ST
N,S	E STATE ST & N 4TH AVE	E,W	FREMONT ST & N 6TH ST
N,S	E STATE ST & N 5TH AVE	E,W	FREMONT ST & N 7TH ST
N,S	E STATE ST & N 8TH AVE	W	FREMONT ST & N 8TH ST
N,S	E STATE ST & N 9TH AVE	E	FREMONT ST & N 9TH ST
E	E SWAYZE ST & N 12TH AVE	W	FRIENDLY DR & S 3RD AVE
W	E SWAYZE ST & N 3RD AVE		FRONTAGE RD & MERLE HIBBS BLVD
E,W	E SWAYZE ST & N 4TH AVE	N,S	
E,W	E SWAYZE ST & N 7TH AVE	N,S	FRONTAGE RD & NICHOLAS DR
E,W	E SWAYZE ST & N 8TH AVE	S	FRONTAGE RD & W BERLE RD
W	E UNION ST & N 4TH AVE		FRONTAGE RD & W SOUTHRIDGE RD
E,W	E UNION ST & N 7TH AVE	N,S	FRONTAGE RD & WESTWOOD DR
E,W	E UNION ST & N 8TH AVE	N	GETHMANN LN & WESTWOOD DR
E,W	E WEBSTER ST & N 1ST AVE	S	
E,W	E WEBSTER ST & N 2ND AVE	W	GLENDA DR & S 2ND AVE
E	E WEBSTER ST & N 3RD AVE	N,S	GREENFIELD DR & S 14TH ST
	E WEBSTER ST & N CENTER ST & W WEBSTER ST	E	HARMONY DR & S 3RD AVE
E,W		W	HENRY DR & S 7TH AVE
W	E WOODBURY ST & N 10TH AVE	S	HENRY DR & S 9TH AVE
E,W	E WOODBURY ST & N 11TH AVE		HIGHLAND ACRES RD & LINCOLN WAY
E,W	E WOODBURY ST & N 12TH AVE	N,S	HIGHLAND ACRES RD & MAIN ST
N,S	E WOODBURY ST & N 13TH AVE	N	RD
N,S	E WOODBURY ST & N 14TH AVE		HIGHLAND ACRES RD & NELSON RD
N,S	E WOODBURY ST & N 15TH AVE	W	
E,W	E WOODBURY ST & N 3RD AVE	N	HILLCREST RD & W OLIVE ST

E,W	HUGHES ST & N 4TH ST	N,S	N 10TH ST & W STATE ST
E	INNES BLVD & N 3RD ST	N	N 11TH ST & SUMMIT ST
	IOWA AVE E & S 18TH AVE & S	S	N 11TH ST & W MAIN ST
S,E,W	18TH ST	N,S	N 11TH ST & W STATE ST
S	IOWA AVE W (OLD US 30) & MAYTAG RD	N	N 12TH ST & SUMMIT ST
	IOWA AVE W (OLD US 30) &	S	N 12TH ST & W MAIN ST
N	PARKER AVE	N,S	N 12TH ST & W STATE ST
	IOWA AVE W (OLD US 30) & S	E,W	N 13TH ST & SUMMIT ST
S	12TH ST	W	N 13TH ST & W STATE ST
	IOWA AVE W (OLD US 30) & S	N	N 14TH ST & SUMMIT ST
N,S	2ND ST	S	N 14TH ST & W MAIN ST
	IOWA AVE W (OLD US 30) & S	S	N 15TH ST & SUMMIT ST
S	8TH ST		N 15TH ST & SUMMIT ST & TAFT ST
	IOWA AVE W (OLD US 30) &	N,S	
S	VILLAGE CR	S	N 16TH ST & SUMMIT ST
	IOWA AVE W (OLD US30) & S	E,W	N 16TH ST & W STATE ST
S	14TH ST	S	N 17TH ST & SUMMIT ST
	IOWA VETERANS HOME &	S	N 17TH ST & W MAIN ST
E	JEROME ST & N 9TH ST	N	N 18TH ST & SUMMIT ST
N,S	JACKSON ST & S 8TH AVE	N	N 19TH ST & SUMMIT ST
E,W	JACKSON ST & S 9TH AVE	S	N 19TH ST & W MAIN ST
E	JEROME ST & N 3RD ST	E,W	N 19TH ST & W STATE ST
N,S	JEROME ST & N 4TH ST	N	N 1ST AVE & RIVERSIDE ST
N	JOAN TERR & LELAND CT	E	N 1ST AVE & E GRANT ST
N	KNOLLWOOD DR & W OLIVE ST	N,S	N 1ST ST & N CENTER ST
E	KOEPER DR & S 3RD AVE	E,W	N 1ST ST & W GRANT ST
	LARK FIELD CT & ROLLING	N,S	N 1ST ST & W LINCOLN ST
S	MEADOWS RD	E,W	N 1ST ST & W NORTH ST
E	LARK FIELD CT & S 12TH ST	N,S	N 1ST ST & W STATE ST
E	LEO ST & N 3RD AVE	E,W	N 1ST ST & W WEBSTER ST
	LINCOLN TOWER CIR &	S	N 21ST ST & W STATE ST
N	LINCOLN WAY	S	N 25TH ST & W MAIN ST
N	LINCOLN WAY & MERRITT RD	N	N 27TH ST & SUMMIT ST
S	LINCOLN WAY & ORCHARD DR	N,S	N 2ND AVE & RIVERSIDE ST
N,S	LINCOLN WAY & S 12TH ST	N	N 2ND ST & N CENTER ST
S	LINCOLN WAY & S 14TH ST	E,W	N 2ND ST & W GRANT ST
W	LINCOLN WAY & S 6TH ST	N,S	N 2ND ST & W LINCOLN ST
N	LINCOLN WAY & S 7TH ST	N,S	N 2ND ST & W STATE ST
N,S	LINCOLN WAY & S 9TH ST	W	N 2ND ST & W WEBSTER ST
W	LINWOOD ST & N 3RD AVE	W	N 3RD AVE & WOODLAND ST
N,S	LINWOOD ST & N 4TH AVE	E	N 3RD ST & PARK ST
N,S,E	LINWOOD ST & N 5TH AVE	E	N 3RD ST & SUMMIT ST
N	MAIN ST RD & S 29TH ST	W	N 3RD ST & W GRANT ST
	MAIN ST RD & VALLEY VIEW RD	W	N 3RD ST & W LINCOLN ST
S	& W MAIN ST	E,W	N 4TH AVE & RIVERSIDE ST
	MAPLE BLVD & W SOUTHRIDGE	S	N 4TH AVE & WOODLAND ST
S	RD	E,W	N 4TH ST & PARK ST
N	MAPLE BLVD & WESTWOOD DR	N,S	N 4TH ST & S 4TH ST & W MAIN ST
W	MARKET ST & S 2ND AVE	N,S	ST
	MARSHALLTOWN COMM COLL	N,S	N 4TH ST & SUMMIT ST
W	& REED AVE	N,S	N 4TH ST & W STATE ST
E,W	MAY ST & S 3RD AVE	N	N 5TH AVE & WOODLAND ST
N	MAY ST & S 5TH AVE		N 5TH ST & S 5TH ST & W MAIN ST
N,S	MAY ST & S 7TH AVE	N,S	ST
N,S	MAY ST & S 8TH AVE	N,S	N 5TH ST & SUMMIT ST
N,S	MAY ST & S 9TH AVE	N,S	N 5TH ST & W STATE ST
E,W	MAYTAG RD & S 6TH ST	N,S	N 6TH ST & SUMMIT ST
W	MEADOW LN & S 6TH ST	S	N 6TH ST & W MAIN ST
N,S	MERLE HIBBS BLVD & S 2ND ST	N,S	N 6TH ST & W STATE ST
S	MERLE HIBBS BLVD & S 8TH ST		
N	N 10TH ST & SUMMIT ST		
S	N 10TH ST & W MAIN ST		

N,S N 7TH ST & S 7TH ST & W MAIN ST
N,S N 7TH ST & SUMMIT ST
N,S N 7TH ST & W STATE ST
N 8TH ST & S 8TH ST & W MAIN ST
N,S N 8TH ST & SUMMIT ST
N,S N 8TH ST & W STATE ST
N,S N 9TH ST & SUMMIT ST
E,W N 9TH ST & W STATE ST
W N CENTER ST & RIVERSIDE ST
W NEWCASTLE RD & S 1ST AVE
N,S NEWCASTLE RD & S 5TH AVE
N,S NICHOLAS DR & S 2ND ST
W NICHOLAS DR & S 6TH ST
E,W OLSON WAY & S 3RD AVE
E PALMER ST & S 3RD AVE
W PALMER ST & S CENTER ST
W PINE ST & S 2ND AVE
E PINE ST & S 3RD AVE
W PLAYER ST & S 6TH ST
W PLEASANT VIEW RD & S 6TH ST
W PRAIRIE LN & S 12TH ST
E,W RAINBOW DR & S 3RD AVE
E,W RATCLIFF DR & S 7TH AVE
W RICHARD LN & S 6TH ST
E,W ROBERTS TER & S 6TH ST
N ROBERTSON DR & W OLIVE ST
E ROLLING MEADOWS RD & S 12TH ST
N ROLLING MEADOWS RD & S 14TH ST
N,S S 10TH ST & W BOONE ST
N S 10TH ST & W CHURCH ST
N S 11TH ST & W CHURCH ST
N,S S 12TH ST & W CHURCH ST
E,W S 12TH ST & W LINN ST
N S 12TH ST & W MAIN ST
S S 12TH ST & W OLIVE ST
N S 12TH ST & WESTWOOD DR
S S 14TH ST & W CHURCH ST
N S 14TH ST & W MAIN ST
N,S S 16TH ST & W MAIN ST
N,S S 1ST ST & W BOONE ST
N,S S 1ST ST & W CHURCH ST
E,W S 1ST ST & W FERNER ST
N,S S 1ST ST & W INGLEDUE ST
N,S S 1ST ST & W LINN ST
S S 1ST ST & W MADISON ST
N,S S 1ST ST & W NEVADA ST
S S 1ST ST & W OLIVE ST
W S 2ND ST & W BERLE RD
N,S S 2ND ST & W BOONE ST
N,S S 2ND ST & W CHURCH ST
E,W S 2ND ST & W HIGH ST
N,S S 2ND ST & W INGLEDUE ST
N,S S 2ND ST & W LINN ST
N,S S 2ND ST & W MADISON ST
E,W S 2ND ST & W NEVADA ST
S S 2ND ST & W OLIVE ST

S S 2ND ST & W SOUTH ST
N S 2ND ST & W SOUTHRIDGE RD
S,E,W S 2ND ST & WASHINGTON ST
E,W S 3RD AVE & THOMAS DR
E,W S 3RD AVE & THUNDERBIRD DR
E S 3RD AVE & YOUNG ST
N S 3RD AVE PL & THOMAS DR
S 3RD AVE PL & THUNDERBIRD DR
E S 3RD ST & W LINN ST
N,S,E,W S 3RD ST & W MADISON ST
E,W S 3RD ST & W NEVADA ST
N S 3RD ST & W OLIVE ST
N S 4TH AVE & THOMAS DR
S S 4TH AVE & THUNDERBIRD DR
S S 4TH ST & SUNSET LN
N,S S 4TH ST & W BOONE ST
N,S S 4TH ST & W CHURCH ST
N,S S 4TH ST & W LINN ST
N,S S 4TH ST & W MADISON ST
E,W S 4TH ST & W NEVADA ST
N,S S 4TH ST & W OLIVE ST
N,S S 4TH ST & WASHINGTON ST
N,S S 5TH AVE & THUNDERBIRD DR
N,S S 5TH ST & W BOONE ST
N,S S 5TH ST & W CHURCH ST
N,S S 5TH ST & W LINN ST
N,S S 5TH ST & W MADISON ST
E,W S 5TH ST & W NEVADA ST
N,S S 5TH ST & W OLIVE ST
N S 5TH ST & WESTWOOD DR
W S 6TH ST & TERRY TER
S S 6TH ST & W BOONE ST
S S 6TH ST & W CHURCH ST
W S 6TH ST & W HIGH ST
E,W S 6TH ST & W INGLEDUE ST
S S 6TH ST & W LINN ST
N,S S 6TH ST & W MADISON ST
E,W S 6TH ST & W NEVADA ST
W S 6TH ST & W SOUTH ST
E,W S 6TH ST & W SOUTHRIDGE RD
E,W S 6TH ST & WASHINGTON ST
N,S,E,W S 6TH ST & WESTWOOD DR
W S 7TH AVE & JOAN TERR
W S 7TH AVE & TRAVIS DR
S S 7TH ST & W BOONE ST
N,S S 7TH ST & W CHURCH ST
N,S S 7TH ST & W LINN ST
N,S S 8TH ST & W BOONE ST
N,S S 8TH ST & W CHURCH ST
N,S S 8TH ST & W LINN ST
N,S S 8TH ST & W SOUTHRIDGE RD
E S 9TH ST & SUNSHINE DR
E,W S 9TH ST & W BOONE ST
E,W S 9TH ST & W CHURCH ST
W, S 9TH ST & W MADISON ST
E,W S 9TH ST & W NEVADA ST
W S CENTER ST & E LAFRENTZ LN

E	S CENTER ST & SANTA BARBARA DR	N,S,E,W	N 2ND ST & S 2ND ST & W MAIN ST
E	S CENTER ST & W FERNER ST	N,S,E,W	N 3RD ST & S 3RD ST & W MAIN ST
N	SANTA BARBARA DR & WARDVIEW RD	N,S,E,W	N 3RD ST & W STATE ST
S	SOUTHRIDGE CIR & W SOUTHRIDGE RD	N,S,E,W	N 9TH ST & S 9TH ST & W MAIN ST
N,S	STRATFORD LN & WESTWOOD DR	N,S,E,W	N CENTER ST & W GRANT ST
N	SUMMIT RD & SUMMIT ST & VALLEY VIEW RD	N,S,E,W	NEWCASTLE RD & S 3RD AVE
S	TIMBERLINE RD & WESTWOOD DR	N,S,E,W	PLEASANT VIEW RD & S 4TH ST
N	VERMILLION LN & WESTWOOD DR	N,S,E,W	S 12TH ST
N	W MADISON ST & WILSON CIR	N,S,E,W	S 13TH ST & W CHURCH ST
S	W SOUTHRIDGE RD & WAKEFIELD DR	N,S,E,W	S 13TH ST & W LINN ST
N,S	W SOUTHRIDGE RD & WAUCONDA RD	N,S,E,W	S 3RD ST & W BOONE ST
N,S	WAKEFIELD DR & WAUCONDA RD	N,S,E,W	S 3RD ST & W CHURCH ST
N,S	WAKEFIELD DR & WESTWOOD DR	N,S,E,W	S 4TH ST & W INGLEDUE ST
N,S,E,W	E LEE ST & N 11TH AVE	E,W	S CENTER ST VIADUCT RAMP (TO/FROM WASHINGTON ST)
N,S,E,W	E MAIN ST & N 1ST AVE & S 1ST AVE	E,W	BEER GARDEN RD & E NEVADA ST RR CROSSING
N,S,E,W	E MAIN ST & N 7TH AVE & S 7TH AVE	E,W	E BOONE ST & RR TRACKS EAST OF 8TH AVE S
N,S,E,W	E MAIN ST & N CENTER ST & S CENTER ST & W MAIN ST	E,W	E BROMLEY ST & RR TRACKS EAST OF 8TH AVE S
N,S,E,W	E NEVADA ST & GOVERNOR RD & S 12TH AVE	E,W	REX RYDEN ROAD & S 18TH AVE RR TRACK CROSSING
N,S,E,W	E OLIVE ST & S 2ND AVE	N	MELISSA LN
N,S,E,W	E OLIVE ST & S 3RD AVE	N	E BOONE ST & S 12TH AVE PL
N,S,E,W	E SOUTHRIDGE RD & S 3RD AVE	N,S	E BOONE ST & S 6TH AVE
N,S,E,W	E STATE ST & N 7TH AVE	E,W	E BOONE ST & S 8TH AVE
N,S,E,W	E STATE ST & N CENTER ST & W STATE ST	E	E MARION ST & N 1ST AVE
N,S,E,W	EDGELAND DR & S 4TH ST	W	E MARION ST & N CENTER ST
N,S,E,W	FRONTAGE RD & S CENTER ST	E,W	E OLIVE ST & S 18TH AVE
N,S,E,W	IOWA VETERANS HOME & SUMMIT ST	N	HARRISON DR & W BOONE ST
N,S,E,W	MEADOW LN & S 4TH ST	N	INNES BLVD & N 4TH ST
N,S,E,W	MERLE HIBBS BLVD & S 6TH ST	W	JACKSON ST & S 7TH AVE
N,S,E,W	N 1ST ST & S 1ST ST & W MAIN ST	N,S	JEROME ST & N 5TH ST
N,S,E,W	ST	N	N 21ST ST & SUMMIT ST
		N	N 22ND ST & SUMMIT ST
		S	S 12TH ST & W BOONE ST
		S	S 13TH ST & W BOONE ST

Section 2. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE V YIELD INTERSECTIONS, Section (A):

Direction	Street/Intersection		
	BEER GARDEN RD & E NEVADA ST RR CROSSING	E	E MARION ST & N 1ST AVE
E,W	E BOONE ST & RR TRACKS EAST OF 8TH AVE S	W	E MARION ST & N CENTER ST
E,W	E BROMLEY ST & RR TRACKS EAST OF 8TH AVE S	E,W	E OLIVE ST & S 18TH AVE
E,W	REX RYDEN ROAD & S 18TH AVE RR TRACK CROSSING	N	HARRISON DR & W BOONE ST
E,W	MELISSA LN	N	INNES BLVD & N 4TH ST
N	E BOONE ST & S 12TH AVE PL	W	JACKSON ST & S 7TH AVE
N,S	E BOONE ST & S 6TH AVE	N,S	JEROME ST & N 5TH ST
E,W	E BOONE ST & S 8TH AVE	N	N 21ST ST & SUMMIT ST
		N	N 22ND ST & SUMMIT ST
		S	S 12TH ST & W BOONE ST
		S	S 13TH ST & W BOONE ST

Section 3. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 76 TRAFFIC SCHEDULES, SCHEDULE VI TRAFFIC SIGNALS, Section (A):

Street/Intersection
13th Street at Main Street
3rd Avenue at Anson Street
3rd Avenue at Church Street
3rd Avenue at Linn Street
3rd Avenue at Main Street
3rd Avenue at Riverside Street
3rd Avenue at State Street
6th Street at Olive Street
Anson Street at 1st Avenue
Center Street at Anson Street
Center Street at Berle Road
Center Street at Boone Street

Center Street at Church Street
Center Street at Hibbs Boulevard
Center Street at Iowa Avenue
Center Street at Linn Street
Center Street at Meadow Lane
Center Street at Nicholas Drive
Center Street at Olive Street
Center Street at South Street
Center Street at Southridge Road
Center Street at Westwood Drive
Governor Rd at Olive Street

Section 4. That this ordinance shall be in full force and effect after its passage and publication as by law.
Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

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 _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY
Marshalltown Ordinance #_____ makes changes to and codifies chapter 76 of the City Code relating to placement of stop signs, yield signs and traffic signals.
This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.
Shari L. Coughenour, City Clerk

MARSHALLTOWN

I O W A

24 N Center Street
Marshalltown, IA 50158

June 15, 2020

To: Mayor, Members of the City Council and City Administrator
From: Shari L. Coughenour, CMC, City Clerk
Re: Repeal code sections relating to “Bankrupt Stores” & “Public Sales”

Policy Issue: Increase staff efficiency, removal of antiquated code sections

Recommendation:

The public is protected from unscrupulous merchants better today than 70 years ago due to improved advertising methods and technology. Licensing these sales is very time consuming with very little administrative or public gain.

Staff recommends the council repealing antiquated sections of the City Code relating to “Bankrupt Stores,” sections 118.025 – 118.027 and the chapter titled “Public Sales.”

In addition, staff recommends revision of 118.028 and renumbering to 118.014.

Background:

In 1950 the city council added code sections relating to “Bankrupt Stores”, and in 1964 adopted another chapter titled “Public Sales.” code added new section. Sales permits are issued by the city clerk’s office following review of completed application, receipt of the store’s inventory list, and fee.

Sections 118.001-118.013 regulate peddlers and transient merchants. Section 118.005 requires a state sales tax permit for these activities.

Budget Impact: Negligible.

Attachments:

Current code sections with changes,
Proposed ordinance, current application,
1964 ordinance establishing the “Public Sales” chapter”

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

Repeal sections 118-025-118.028

BANKRUPT STORES

§ 118.025 LICENSE REQUIRED.

Every person, firm or corporation engaged in the business of a peddler, transient merchant or in making sales from bankrupt stores shall, before engaging therein, procure a license therefor from the City Clerk.

§ 118.026 ITEMS TO BE SUBMITTED WITH APPLICATION FOR LICENSE.

Before such license is issued under provisions of this subchapter, the applicant for license shall submit to the Mayor a sales permit from the state.

§ 118.027 LICENSE FEES.

Fees for a license issued under this subchapter shall be determined by Council and set by resolution.

§ 118.028 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this subchapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this subchapter shall include more than one separate place and independent place of business of a transient merchant or bankrupt store or extend to or include more than one peddler under a single license.

Revise section 118.028, renumber to 118.014

~~§ 118.028~~ 118.014 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this subchapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this subchapter shall include more than one separate place and independent place of business of a transient merchant or bankrupt store or extend to or include more than one peddler under a single license.

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY REPEALING SECTIONS RELATING TO BANKRUPT
STORES AND PUBLIC SALES**

WHEREAS, the City Council of the City of Marshalltown, Iowa, has had ordinances in effect since 1950, Bankrupt Sales and 1964, Public Sales; and

WHEREAS these licenses were imposed upon businesses to avoid situations where merchants may take advantage of their consumers; and

WHEREAS media coverage and other communication technology assists with consumer education and awareness, thus negating the need for this specific consumer protection; and

WHEREAS these sections may be abolished due to consumers' increased awareness; and

WHEREAS, The City Council of the City of Marshalltown finds it is in the best interest of the city to repeal sections of the City Code relating to Bankrupt Stores and Public Sales.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing in its entirety, Chapter 119, Public Sales.

Section 2. Repeal Sections 118.025, 118.026, 118.027, and 118.028 relating to Bankrupt Stores.

Section 3. Add new Section 118.014, as follows:

§118.014 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this chapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this subchapter shall include more than one separate place and independent place of business of a transient merchant or extend to or include more than one peddler under a single license.

Section 4. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ___ day of _____, 2020, and signed this ___ day of _____, 2020.

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 _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to Chapter 118, and repeals Chapter 119 relating to Bankrupt Stores and Public Sales.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Shari L. Coughenour, City Clerk

**APPLICATION FOR A LICENSE UNDER THE ORDINANCE ON PUBLIC SALE OF A
SPECIAL CHARACTER (GOING OUT OF BUSINESS SALE)**

I, the undersigned, hereby make application for a license pursuant to an Ordinance of the City of Marshalltown, Iowa, relating to Public Sales of merchandise of a special character such as bankrupt sales, closing out sales and the like, and make the following statements and allegations as required by said Ordinance:

1. Name or title of business: _____
2. Name of owner or owners _____
3. Residence address of owners _____
4. Name of manager _____
5. Residence address of manager _____
6. If incorporated, is it authorized to transact business in the State of Iowa? _____
7. If title is a trade name, have you registered such title, as required under Chapter 547, Code of Iowa (1962) _____
8. Location of business premises _____
9. The name and address of the owner of the above described real property is: _____
_____, and I am the actual lessee and have a bona fide lease on said premises
Date of termination of lease: _____
10. Sale to be held on the premises locally known as: _____,
Marshalltown, Iowa.
11. State, in the termination of such business, the manner of advertising for sale to be employed:
 - (a) Hand bills _____
 - (b) Window displayed and on the location advertising _____
 - (c) Publications in newspaper _____
 - (d) State any other method to be used for advertising such sale (in detail)

12. State the proposed language to be used in advertisements or the substance advertisements: _____

13. State the intent or reasons for the holding of such sale: _____

14. State the manner of sale of goods, wares and merchandise:
 - (a) Sale in bulk _____
 - (b) Public auction _____
 - (c) Daily sales at retail on the sites _____
15. State the date of commencement of sale: _____
 - (a) State, after the procurement of the license, whether or not there will be an adding to the stock or goods for sale? _____
(State Yes or No)
16. Give a general statement as to the kind of merchandise, quantity, general description and approximate inventory value thereof, of all merchandise to be sold: _____

18. State whether there has been any merchandise delivered by others to be included in sale.

Yes or No

19.State whether there has been any substantial increase in your inventory or stock in trade within the last three months prior to this application. _____
Yes or No

I do solemnly swear that the above statements are true and correct, and I hereby agree and warrant that if granted a license, that I will obey all the laws of the State of Iowa, and ordinance applicable thereto of the City of Marshalltown, Iowa. I further agree and warrant that I will not purchase or accept for delivery and merchandise or wares of any kind or nature to be sold at such public sale other than those on hand at the time of applying fore said license.

Applicant

Subscribed and sworn to, before me and in my presence on this ____ day of _____,
20____ by _____
(Name of Applicant)

Notary Public for the State of Iowa

REQUIREMENTS
Ordinance 10586, 5-11-1964

Resident Merchant License Fees

Inventory Value	Fee	Length of License
< \$5,000	\$30.00	60 days
\$5,000 < > \$15,000	\$60.00	60 days
>\$15,000	\$100.00	60 days

Transient Merchant License Fees

Inventory Value	Fee	Length of License
< \$5,000	\$150.00	60 days
\$5,000 < > \$15,000	\$300.00	60 days
>\$15,000	\$500.00	60 days

Renewal fee: The license fee for each 30-day renewal is 50% of the original license fee.

LANGUAGE REQUIRED ON ALL SALE ADVERTISEMENT:

“Sale held pursuant to Permit No. _____ of the City of Marshalltown, Iowa, granted the __ day of _____, 20__.

PUBLIC SALES.

AN ORDINANCE RELATING TO PUBLIC SALES OF MERCHANDISE OF A SPECIAL CHARACTER, SUCH AS BANKRUPT SALES, CLOSING OUT SALES, AND THE LIKE, PROVIDING FOR THE DEFINITION AND LICENSING OF THE SAME, AND FIXING A PERMIT FEE THEREFOR; PRESCRIBING RULES AND REGULATIONS FOR THE CONDUCT OF THE SAME; AND PROVIDING FOR A PENALTY FOR VIOLATIONS THEREOF.

WHEREAS, diverse frauds have been perpetrated upon the citizens of Marshalltown, Iowa, in the advertisement and conduct of bankrupt sales, closing out sales and the like, and

WHEREAS, the City Council of Marshalltown, Iowa, deems it necessary to take reasonable steps to protect its citizens from such frauds, chicanery and dishonesty in the future, therefore

BE IT ORDAINED by the City Council of the City of Marshalltown, Iowa:

Section 1. DEFINITIONS: The following words and terms as used in this ordinance respectively, shall be deemed to mean and be construed as follows for the purpose of this ordinance:

a. A resident merchant is hereby defined as a merchant who has maintained an established place of retail business within the City of Marshalltown, Iowa, for the sale at retail of goods similar to those to be sold at the sale described in this ordinance, for a continuous period of one year or more directly preceding the opening ^{date} of such sale.

b. A transient merchant is defined as any merchant doing or contemplating doing business in the City of Marshalltown, Iowa, and who does not come within the above definition of a resident merchant.

c. "Closing out sale" - The sale or an offer to sell at retail to the public goods, wares and merchandise of any and all kinds and descriptions on hand and in stock in connection with a declared purpose, as set forth by advertising, on the part of the seller that such sale is anticipatory to the termination, closing, liquidation, revision, wind-up, ^{discontinuance} moving, conclusion or abandonment of the business in connection with such sale. It shall also include any sale advertised, either specifically or in substance, to be an "adjustment sale", "creditor's sale", "trustee's sale", "bankrupt sale", "insolvent sale", "insurance salvage sale", "mortgage sale", "assignee sale", "adjustor's sale", etc. "receiver's sale", "loss of lease sale", "forced out of business sale", "going out of business sale", "removal sale", and any and all sales advertised in such manner as to reasonably convey to the public that upon the disposal of the stock of goods on hand, the business will cease and be discontinued at its existing location.

d. "Publish", "publishing", "advertisement", "advertising", shall include any and all means of conveying to the public notice of sale or notice of intention to conduct a sale, whether by word of mouth, by newspaper advertisement, by magazine advertisement, by hand bill, by circular, by pamphlet, by written notice, by printed notice, ^{by printed} display, by billboard display, by poster, by radio announcement, by radio program, by recordings, and / or any and all means including oral, written or printed.

e. "License". A license issued pursuant to this ordinance.

f. "Licensee". Any person to whom a license has been issued pursuant to this ordinance.

g. "City Council". The City Council of the City of Marshalltown, Iowa.

h. "City Clerk". The Clerk of the City of Marshalltown, Iowa.

Section 2. REGULATION OF SALES: No person shall hereafter publish or conduct any sale of the type herein defined without a license therefor, duly issued in accordance herewith, and remaining in effect and unrevoked.

Section 3. POWERS AND DUTIES OF THE CITY COUNCIL: The City Council is hereby authorized and empowered to supervise or regulate sales or special sales defined in Section 1 of this ordinance, and to issue appropriate license or licenses therefor upon the proper application therefor as provided herein, and to provide for the investigation of applications therefor and for the issuance of licenses thereon by the necessary officer or officers.

Section 4. APPLICATION: Application for such license shall be made in writing to the City Clerk of Marshalltown, Iowa, in a form to be approved by the City Council, and shall be verified by the applicant. Such application shall contain the following information:

a. A description of the place where such sale is to be held.

b. The nature of the occupancy, whether by ownership, lease or sub-lease.

c. The effective date of termination of such occupancy.

d. The means to be employed in publishing such sale.

3.

- e. The proposed language to be used in the advertisements to indicate the nature of the sale.
- f. A statement of the intention of the applicant in holding such sale.
- g. A statement in what manner such descriptive name is truthfully descriptive of such sale.
- h. A statement as to whether or not any merchandise of any kind, quantity or description has been purchased by or delivered to applicant for the purpose of being included in said sale.
- i. A statement that applicant agrees not to purchase or accept delivery of any merchandise, goods or wares of any kind, nature or description to be sold at said sale after the date of said application.

Upon receipt of such application and payment of the fee hereinafter prescribed, the City Council shall cause the same to be examined and investigated.

Section 5. LICENSE: If, upon investigation, the facts as represented by the application are found to conform to the representations thereof, if the reason given for the sale is satisfactory, if there appears to have been no stock piling of merchandise for said sale, and there has been no fraud or deception in said application, and the advertisements proposed to be used truly represent such facts and are not fraudulent or misleading to the public, the City Council may issue a license permitting the publication and conduct of such sale.

Section 6. FRAUDULENT OR MISLEADING ADVERTISING: It shall be unlawful for licensee to advertise or cause to be advertised, goods, wares, or merchandise, for a sale as herein defined, which do not conform to the representations of the advertisement. It shall be unlawful for a licensee to publish, or cause to be published, advertising falsely representing the reason for such a sale, as herein defined.

Section 7. ADDING TO STOCK OF GOODS: It shall be unlawful for any person publishing or conducting such a sale, to purchase or add to the stock of goods offered for sale any goods during said sale or during the effective period of said license or to sell any goods at said sale except those on hand at the time of applying for said license.

Section 8. PERIOD OF LICENSE: Such license shall be for a period not exceeding sixty days, except that upon satisfactory proof by the licensee that the stock on hand at the time of the original application has not been disposed of, upon proper application, the said City Council shall cause the same to be examined and investigated; and if satisfied as to the truth of the statements therein contained, the City Council may issue a renewal license for one or more consecutive periods of thirty days duration upon payment of the prescribed renewal fees therefor. Upon the termination of such sale, no such license shall be issued to applicant for the period of one year from such termination sale.

**** Section 9. APPLICATION FOR RENEWAL LICENSE: Any licensee as defined herein who desires a renewal license* in writing to the City Clerk of Marshalltown, Iowa, in a form to be approved by the City Council, and shall be verified by the licensee. Such application shall contain the following information:

- a. A description of the place where such sale is to be held.
- b. The nature of the occupancy, whether by ownership, lease or sub-lease.
- c. The effective date of termination of such occupancy.
- d. The means to be employed in publishing such sale.
- e. The proposed language to be used in the advertisements to indicate the nature of the sale.
- f. A statement of the intention of the applicant in holding such sale.
- g. A statement in what manner such descriptive name is truthfully descriptive of such sale.
- h. A statement as to whether or not any merchandise of any kind, quantity or description has been purchased by or delivered to applicant for the purpose of being included in said sale.
- i. A statement that applicant agrees not to purchase or accept delivery of any merchandise, goods or wares of any kind, nature or description to be sold at said sale after the date of said application.
- j. The approximate proportion of the original inventory on hand at the time of commencing said sale that still remains on hand and unsold.

(Revocation)

Section 10. If at any time during said sale, the City Council shall determine that any of the provisions hereof or any of the statements in said application were untrue or have been or are being violated by said applicant, the City Council may immediately revoke said license and it shall thenceforth be unlawful for applicant or licensee to continue said sale until a new license is issued in accordance with the terms of this ordinance.

***** as defined above shall make application for such renewal license -

Section 11. BOND REQUIRED: Before a license shall be issued by the City Council under such application, the applicant shall execute and deliver to the City of Marshalltown, Iowa, a bond in the penal sum of \$1,000.00 signed by such applicant, and also signed by a surety company duly authorized to transact business in the State of Iowa, which bond shall be conditioned upon the faithful observance of the provisions of this ordinance, and also conditioned to reimburse and indemnify any purchaser at any such sale, as provided for herein, duly held by such licensee for any loss incurred or damage sustained by such purchaser by reason of misrepresentation or fraud in the sale of any such goods, wares or merchandise.

Section 12. LICENSE FEES: Upon filing an original application or a renewal application for a license to advertise and conduct a sale as hereinbefore defined, if said applicant is a resident merchant as hereinbefore defined, said applicant shall pay, if the stock of goods on hand is inventoried at \$5,000.00 or less, a license fee in the sum of \$30.00, whereas if the stock of goods is inventoried in excess of \$5,000.00, and up to and including \$15,000.00, the said applicant shall pay a license fee in the sum of \$60.00, and if the stock of goods inventoried is in excess of \$15,000.00, the said applicant shall pay a license fee in the sum of \$100.00; if the aforesaid applicant is a transient merchant as hereinbefore defined, he shall pay, if the stock of goods on hand inventories at \$5,000.00 or less, a license fee in the sum of \$150.00; and if the stock of goods inventories in excess of \$5,000.00 and up to and including \$15,000.00, the said applicant shall pay a license fee in the sum of \$300.00, and if the stock of goods inventories in excess of \$15,000.00, the said applicant shall pay a license fee in the sum of \$500.00. If any application or renewal application be disapproved, one-half of said payment shall be forfeited to the City of Marshalltown, Iowa, as and for the cost of investigating the statements made in such application or renewal application. The license fee for each thirty day renewal period shall be one-half of the respective license fees described above. All inventory figures set out in this section shall be computed at applicant's cost price.

Section 13. ENFORCEMENT. Upon commencement of any sale, as hereinbefore defined, the license issued by the City Council shall be permanently displayed near the entrance to the premises. A duplicate original of the application and stock list pursuant to which such license was issued, shall at all times be available to the City Council or to the Inspector, and the licensee shall permit such Inspector to examine all merchandise in the premises for comparison with such stock list at any and all times during the period of such sale. All advertisements or advertising, and the language contained therein, shall be in accordance with the purpose of the sale as stated in the application pursuant to which a license was issued, and the wording of such advertisement shall not vary from the wording as indicated in the application. Such advertising shall contain a statement in these words: "Sale held pursuant to Permit No. _____ of the City of Marshalltown, Iowa, granted the _____ day of _____, 19____," and in such blank spaces shall be indicated the permit number and the requisite dates. Books and records of the sale shall be kept by the licensee and shall at all times be available to the Inspector.

Section 14. EXEMPTIONS: The provisions of this ordinance shall not apply to or effect the following persons or sales:

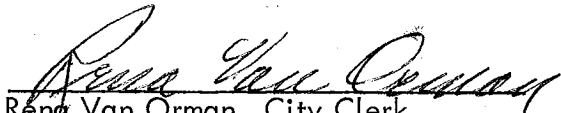
- a. Persons acting pursuant to an order or process of a court of competent jurisdiction.
- b. Persons acting in accordance with ^{their} ~~their~~ powers and duties as public officers, such as sheriffs, bailiffs, or marshalls.
- c. Duly licensed auctioneers, selling at auctions.
- d. Executors, guardians, assignees of insolvent debtors, bankrupts and/or other persons required by law to sell said property.

Section 15. VIOLATIONS: Any applicant or licensee described above who shall violate, neglect or refuse to comply with any of the provisions of this ordinance, or who shall make a false statement in any application for a license as herein required, shall upon conviction thereof, be punished by a fine of not more than \$100.00 or by imprisonment not exceeding thirty days, and any license issued hereunder shall be revoked.

Section 16. UNCONSTITUTIONALITY: If any section, sub-section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this chapter and each section and sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more of the sections, sub-sections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 17. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after ten days from the date of this final passage and publication as required by law.

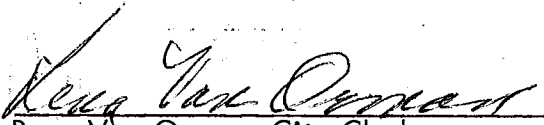

W. B. Crosby, Mayor of the
City of Marshalltown, Iowa.


Rena Van Orman, City Clerk
City of Marshalltown, Iowa.

The above ordinance entitled, "AN ORDINANCE RELATING TO PUBLIC SALES OF MERCHANDISE OF SPECIAL CHARACTER, SUCH AS BANKRUPT SALES, CLOSING OUT SALES, AND THE LIKE, PROVIDING FOR THE DEFINITION AND LICENSING OF THE SAME, AND FIXING A PERMIT FEE THEREFOR; PRESCRIBING RULES AND REGULATIONS FOR THE CONDUCT OF THE SAME AND PROVIDING FOR A PENALTY FOR VIOLATIONS THEREOF," was authenticated this 12th day of May, 1964.



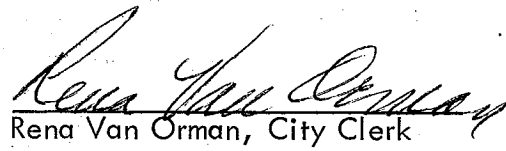
W. B. Crosby, Mayor of the
City of Marshalltown, Iowa.



Rena Van Orman, City Clerk
City of Marshalltown, Iowa.

I, Rena Van Orman, do hereby certify that the above ordinance entitled, "AN ORDINANCE RELATING TO PUBLIC SALES OF MERCHANDISE OF SPECIAL CHARACTER, SUCH AS BANKRUPT SALES, CLOSING OUT SALES, AND THE LIKE, PROVIDING FOR THE DEFINITION AND LICENSING OF THE SAME, AND FIXING A PERMIT FEE THEREFOR; PRESCRIBING RULES AND REGULATIONS FOR THE CONDUCT OF THE SAME AND PROVIDING FOR A PENALTY FOR VIOLATIONS THEREOF," was duly passed by the Council on the 11th day of May, 1964, signed by the Mayor the 12th day of May, 1964, and published in the Times Republican on the 16th day of May, 1964.

June



Rena Van Orman, City Clerk
City of Marshalltown, Iowa.

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY
AMENDING CHAPTER 77, PARKING SCHEDULES, SCHEDULE II, NO PARKING ANY TIME

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by replacing the table listed in CHAPTER 77 PARKING SCHEDULES, SCHEDULE II NO PARKING ANY TIME, Section (A):

<u>Side</u>	<u>On Street</u>	<u>From</u>	<u>To</u>
Both	18th Avenue	Marion Street	South city limits
Both	Anson Street	480 feet west of the centerline of S. Center Street	S. 4th Avenue
Both	Bohen Street	S. Center Street	S. 1st Avenue
Both	E. and W. 3rd Avenue ramps	S. 3rd Avenue	Nevada-Madison Street connection
Both	E. Anson Street	S. 12th Avenue	Stegman Boulevard
Both	E. Anson Street	S. Center Street	S. 4th Avenue
North	E. Boone Street	East line of S. Center Street	110 feet east
South	E. Boone Street	S. 1st Avenue	S. 2nd Avenue
South	E. Church Street	East line of S. 3rd Avenue	A point 60 feet east of east line of S. 4th Avenue
North	E. Church Street	S. 3rd Avenue	S. 5th Avenue
North	E. Linn Street	A point 20 feet west of the west line of the north-south alley between 4th Avenue and 5th Avenue	West line of said alley
Both	E. Linn Street	East line of S. 3rd Avenue east one-half block	West line of first north and south alley intersecting E. Linn Street
Both	E. Linn Street	S. 14th Avenue	S. 18th Avenue
North	E. Linn Street	S. Center Street	S. 3rd Avenue
Both	E. Main Street	12th Avenue	East city limits
South	E. Main Street	40 feet west of the west line of N. 4th Avenue	85 feet east
North	E. Main Street	A point 68 feet east of the east right- of-way line of S. 3rd Avenue	A point 100 feet east
North	E. Main Street	East line of 3rd Avenue	28 feet east
Both	E. Meadow Lane	S. Center Street	S. 2nd Avenue
Both	E. Nevada Street	East line of S. 1st Avenue	To a point 196.5 feet east
Both	E. Nevada Street	S. 4th Avenue	S. 18th Avenue
South	E. Nevada Street	S. Center Street	S. 1st Avenue
Both	E. North Street	N. Center Street	N. 2nd Avenue
Both	E. Olive Street	S. Center Street	East city limits
North	E. South Street	East line of S. 3rd Avenue	The entrance to the Anson School parking lot
Both	E. South Street	S. Center Street	S. 3rd Avenue
South	E. Southridge Road	Beginning at a point 208 feet east of the east line of Plaza Drive	Thence east 180 feet
South	E. Southridge Road	East line of S. Center Street	190 feet east
North	E. Southridge Road	East line of S. Center Street	750 feet east
Both	E. State Street	East line of N. 5th Avenue	West line of N. 9th Avenue
North	E. State Street	N. 3rd Avenue	N. 4th Avenue
Both	E. State Street	West property line of N. 7th Avenue	A point 65 feet west
Both	Edgebrook Drive	South line of E. Olive Street	A point 85 feet south
Both	Fremont Street	East line of N. 27th Street	A point 50 feet east
Both	Iowa Avenue	East city limits	West city limits
Both	Jackson Street	S. 12th Avenue	S. 15th Avenue
Both	Madison Street	S. 4th Avenue	S. 9th Street
North	Marion Street	N. 2nd Avenue	N. 3rd Avenue
Both	Marion Street	N. 3rd Avenue	N. 18th Avenue
East	N. 10th Avenue	Lee Street	Woodbury Street
West	N. 10th Avenue	Marion Street	Bromley Street
East	N. 10th Avenue	Marion Street	Lee Street

Both	N. 12th Avenue	North line of E. Main Street	80 feet north
East	N. 14th Street	W. Main Street	W. State Street
East	N. 16th Street	Kalsem Boulevard	River Boulevard
West	N. 16th Street	W. Main Street	W. State Street
Both	N. 17th Street	Main Street	220 feet north (to the creek)
East	N. 1st Avenue	South line of east-west alley between Main Street and State Street	Thence 35 feet south
Both	N. 3rd Avenue	Anson Street	North city limits
East	N. 3rd Street	20 feet north of the north line of Summit Street	100 feet south of the south line of Summit Street
West	N. 3rd Street	Main Street	50 feet north
West	N. 3rd Street	North line of Summit Street	North 100 feet
West	N. 3rd Street	South line of W. State Street	60 feet south
East	N. 4th Avenue	North right-of-way line of Woodbury Street	55 feet north
Both	N. 4th Street	20 feet south of the south line of the alley south of Summit Street	20 feet north of the north line of the alley south of Summit Street
West	N. 5th Street	South line of the alley south of Summit Street	60 feet south
Both	N. 7th Avenue	E. Main Street	E. State Street
East	N. 7th Avenue	E. State Street	Bromley Street
East	N. 8th Avenue	E. Main Street	E. State Street
West	N. 9th Avenue	Bromley Street	State Street
East	N. 9th Avenue	E. Main Street	North to first alley intersection
East	N. 9th Avenue	Woodbury Street	State Street
West	N. 9th Street	Beginning at a point 100 feet south of the south line of Summit Street	Thence 25 feet south
Both	N. 9th Street	South line of Summit Street	South 100 feet
East	N. Center Street	South line of alley adjacent to Lot 6, Block 10 of original plat of Marshalltown (19 N. Center Street)	35 feet south
Both	N. Linwood Street	N. 4th Avenue	N. 3rd Avenue
South	Nicholas Drive	East line of S. 2nd Street	East 105 feet
Both	Riverside Street	2nd Avenue	N. 3rd Avenue
East	S. 11th Street	W. Church Street	W. Boone Street
Both	S. 12th Avenue	Main Street	South city limits
East	S. 13th Street	W. Church Street	W. Linn Street
East	S. 14th Avenue	South line of E. Linn Street	A point 60 feet south
Both	S. 15th Avenue	Jackson Street	Anson Street
Both	S. 15th Avenue	South line of E. Nevada Street	60 feet south
Both	S. 16th Avenue	North line of E. Nevada Street	40 feet north
East	S. 1st Avenue	120 feet north of the north line of E. Nevada Street	60 feet north
West	S. 1st Avenue	A point 78 feet north of the north line of Madison Street	126 feet north
East	S. 1st Avenue	E. Nevada Street	E. Madison Street
West	S. 1st Avenue	North line of E. Nevada Street	180 feet north
West	S. 1st Avenue	South line of east-west alley between Main Street and State Street	To a point 20 feet south
East	S. 1st Avenue	South property line of Boone Street	A point 186 feet south
West	S. 1st Street	Boone Street	A point 40 feet north
West	S. 1st Street	Washington Street South	Main entrance of YM-YW Building
West	S. 2nd Avenue	75 feet south of south line of E. Church Street	South 20 feet
East	S. 2nd Avenue	North alley line of the alley south of Linn Street	North 25 feet
East	S. 2nd Avenue	W. Madison Street	Nevada Street
Both	S. 2nd Street	Beginning at a point 53 feet south of the south line of W. Southridge Road	Thence 80 feet south

East	S. 2nd Street	Southridge Road	Nicholas Drive
East	S. 3rd Avenue	E. Anson Street	200 feet south of the south line of E. Anson Street
East	S. 3rd Avenue	North line of Southridge Road	A point 750 feet north
Both	S. 3rd Avenue	South line of Newcastle Road	420 feet south
Both	S. 3rd Street	S. 6th Street	W. Madison Street
West	S. 3rd Street	W. Madison Street	South line of east and west alley between 3rd Street and 4th Street
East	S. 3rd Street	W. Nevada Street	W. Madison Street
Both	S. 4th Avenue	Linn Street	Church Street
West	S. 4th Avenue	Nevada Street	Linn Street
East	S. 4th Avenue	South alley line of the alley south of Linn Street	South 25 feet
East	S. 4th Street	W. Ingledue Street	W. Olive Street
East	S. 6th Avenue	E. Anson Street	E. May Street
Both	S. 6th Street	Iowa Avenue	The intersection of S. 6th Street and S. 3rd Street (S. 6th Street connection)
Both	S. 6th Street	S. 3rd Street - S. 6th Street connection	Chicago NW Railroad Tracks
East	S. 6th Street	W. Main Street	W. Madison Street
Both	S. 9th Street	North line of Lincoln Way	A point 100 feet north of the north line of W. State Street
Both	S. Center Street	Church Street	South city limits
Both	S. Center Street Frontage Road	Berle Road	Westwood Drive
Both	S. Center Street ramps	Washington Street	South end of Center Street viaduct
Both	Summit Street	East line of N. 21st Street	270 feet east
North	Summit Street	West line of N. 4th Street	60 feet west
South	Swayze Street	10th Avenue	11th Avenue
South	Swayze Street	N. 3rd Avenue	N. 4th Avenue
North	Turner Street	S. 9th Avenue	S. 12th Avenue
Both	Village Circle	North edge of the pavement of Highway 30	50 feet north
Both	W. Anson Street	300 feet from intersection with S. Center Street	S. Center Street
North	W. Boone Street	S. 6th Street	1/2 block east
South	W. Boone Street	S. 6th Street	160 feet west
Both	W. Boone Street	S. 9th Street	S 12th Street
North	W. Church Street	East line of S. 3rd Street	60 feet east
Both	W. Church Street	East property line of S. 9th Street	A point 50 feet east
South	W. Church Street	S. 2nd Street	S. 3rd Street
Both	W. Church Street	West line of S. 9th Street	100 feet west
Both	W. Church Street	West property line of S. 9th Street	A point 50 feet west
North	W. Fremont Street	N. 16th Street	N. 18th Street
Both	W. Hibbs Boulevard	S. Center Street	S. 2nd Street
South	W. High Street	6th Street	West line of 2nd Street
North	W. High Street	West line of S. 2nd Street	West 500 feet
Both	W. Lincoln Way	9th Street	West city limits
North	W. Linn Street	20 feet east of the east line of S. 3rd Street east 160 feet	East 180 feet to the west line of the alley
North	W. Linn Street	East line of S. 13th Street	Extending east 180 feet
Both	W. Main Street	19th Street	West city limits
Both	W. Main Street	8th Avenue	9th Avenue
North	W. Main Street	West line of north-south alley between 2nd and 3rd Streets	A point 25.5 feet west
Both	W. Olive Street	S. 6th Street	S. 12th Street
North	W. South Street	West line of Center Street	A point 360 feet west
South	W. South Street	West line of S. Center Street	West 156 feet
Both	W. Southridge Road	West line of Center Street	A point 350 feet west
Both	W. State Street	East line of N. 7th Street	East 100 feet
Both	W. State Street	East property line of N. 9th Street	A point 50 feet east

Both	W. State Street	West property line of N. 9th Street	A point 50 feet west
Both	Washington/Player Streets	S. 2nd Street	S. 6th Street
South	Westwood Drive	West line of S. 6th Street	250 feet west
Both	Westwood Drive	West property line of Center	A point 570 feet west
Both	Wilson Circle	South line of Madison Street	100 feet south
South	Woodbury Street	N. 9th Avenue	N. 10th Avenue
Both	Woodbury Street	West line of N. 9th Avenue	170 feet
		Any terrace	Between curb and sidewalk

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

Passed this __ day of _____, 2020, and signed this __ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Jessica Kinser, City Administrator

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 _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the __ day of _____, 2020.

Jessica Kinser, City Administrator

ORDINANCE SUMMARY

Marshalltown Ordinance #_____ makes changes to and codifies chapter 77 of the City Code relating to No Parking Anytime.

This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Jessica Kinser, City Administrator

July 7, 2020

Westown Apartments
122 West Main St
Marshalltown, Iowa 50158

City of Marshalltown
City Council and Mayor
Jessica Kinser, City Administrator
24 North Center St
Marshalltown, Iowa 50158

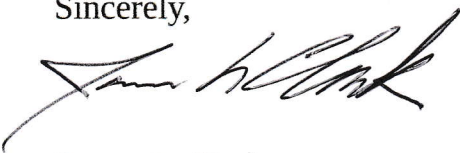
Dear Ms. Kinser, and City Officials,

Westown Apartments is a 36 unit Affordable Senior Living apartment complex located on West Main Street. The property also includes a 2000 Sq Ft commercial space, currently leased to an accounting firm. Westown opened for occupancy in February of 2005. The residents must be 55 years of age, or have a disability. All residents must qualify by income guidelines. The rents must be affordable for these persons. The property is carefully maintained and operated under these rules, and is fully inspected by the state and city.

Westown entered into a development agreement with the City in 2002 which would grant \$400,000 towards the project. The construction ran into serious financial difficulties because of a doubling of steel costs. The grant from the City had to be changed to a loan which through the complexities of the financing allowed the project to be completed. Westown then had to operate successfully under all of the rules for 15 yrs for this financing change to be completed, which has been fulfilled. The original investors in Westown have now ended the partnership. Westown will continue to operate under all of the same rules to provide Affordable Senior Living for at least 35 additional years.

I am asking the City Council to forgive the 30 year loan. The original Developer's Agreement for TIF funding has been fulfilled, and Westown has been a taxpayer for 15 years. Westown essentially operates as a non-profit entity, and cannot amortize this loan. I am needing to retire and will be looking for an organization to take over Westown. Removing this "soft" loan on Westown will greatly facilitate this. I will make every effort to ensure that Westown continues to function as a source of quality affordable senior housing in Marshalltown for many years.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Clark", written in a cursive style.

James A. Clark

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 6, 2020
RE: Loan Forgiveness Request- Westown LLLP

Jim Clark, owner of Westown LLLP, reached out to see if the City would be willing to consider forgiving a \$400,000, 30-year loan made to the Westown Apartments in 2002 and funded in 2004. This was initially to be a grant, but was converted to a loan. The loan had an original due date in 2018, but was extended to 2034, likely to match a compliance timeline for the low-income and senior housing tax credits awarded to the project.

The project started with a development agreement in 2002, which stated the repayment date for the loan was to occur in January 2018. I have attached the minutes from the November 20, 2002, City Council meeting and the original development agreement for your reference.

In 2004, the developer (Clark) requested a 30-year loan, which was approved on Resolution 2004-129, which is attached. The resolution was on the consent agenda for the June 14, 2004, meeting so there was not separate discussion about the request, and it was approved. It appears that in 2002, the City certified the \$400,000 as indebtedness for the Downtown TIF. The \$400,000 collected in incremental taxes was disbursed to Mr. Clark in June 2004. If repayment were to occur, the funds would be returned to the County Auditor to disburse among taxing entities. The City could not use them to repay existing General Obligation bonds.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin



Prepared by Shari Coughenour, City Clerk
City of Marshalltown, Marshalltown, IA 50158
641-754-5701

DOC# 0400976
FEES: REC 600
REC MGMT 100
E-COM 500
AUD
IND V

CERTIFICATE

STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

I, Shari L. Coughenour, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, Iowa. That as such City Clerk I have in my possession and under my control the official records of the City of Marshalltown, Iowa. That I certify the foregoing papers to which this certificate is attached are true and correct extract of records pertaining thereto.

- a) Clerk's Certificate
- b) Section of Council Minutes for November 20, 2002
- c) Resolution #2002-271 of Support for the Clark Downtown Housing Development
- d) Amended and Restated Urban Renewal Property Tax Agreement.
- e) Exhibit A
- f) Promissory Note

Dated this 9 day of February 2004.


Shari L. Coughenour
City Clerk

**Council Proceedings
November 20, 2002**

The Marshalltown City Council met in special session on November 20, 2002 in the Council Chamber at City Hall according to the posted notices.

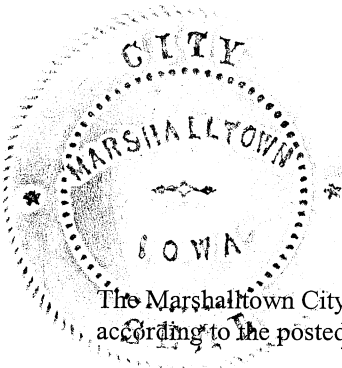
Mayor Harthun called the meeting to order at 4:30 PM.

ROLL CALL: Present – Eaton, Fruin, Ladehoff, Malloy, Miller, Peter, and Schubert.

City Finance Director Kendall reviewed the Development Agreement Changes for the Clark Downtown Housing Development. Jim Clark explained funding and tax credit availability. Housing Director Schrader stated the project will provide 36 one or two bedroom affordable housing units for individuals over 55 years old. Discussion of using TIF funds to fund bonds, the bonds used for loans. The loan payback would either offset the bonds or use as seed money for future projects. Schubert moved approval of RESOLUTION #2002-271 of Support for the Clark Downtown Housing Development, second by Ladehoff. Roll call: Ayes - Eaton, Fruin, Ladehoff, Malloy, Peter, and Schubert. Abstaining due to conflict – Miller.

Meeting adjourned at 4:45 PM.

/s/ Shari L. Coughenour
City Clerk



RESOLUTION OF SUPPORT FOR THE CLARK DOWNTOWN HOUSING DEVELOPMENT

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");

WHEREAS, THE city of Marshalltown, Iowa, has been informed by James Clark that a low income housing tax credit application will be filed with the Iowa Finance Authority for the development of affordable rental housing to be located in Marshalltown, Iowa with a legal description as follows:

120 West Main Street, Marshalltown, Iowa 50158: The east one-third of lot four, block sixteen, tow of Marshall, Marshall County, Iowa; subject to easements recorded in Book 475, pages 370 and 419, of the records of the Recorder's Office, Marshall County Iowa;

122, 124, and 126 West Main Street, Marshalltown, Iowa 50158: The West two-thirds of Lot 4 and the East 20' of Lot 5 in Block 16, Original Plat of Marshall, Marshall County, Iowa;

128 West Main Street, Marshalltown, Iowa 50158: The middle one-third of Lot Five (5), also known and described as the middle twenty feet of Lot Five, in Block Sixteen, town of Marshall, Marshall County, Iowa;

130 West Main Street, Marshalltown, Iowa 50158: The West one-third of lot five, block sixteen, town of Marshall, Marshall County, Iowa, subject to party wall as shown in Book 176, page 594, and subject to agreement recorded in Micro-File No. 508-1984-5 and modification and correction of agreement recorded in Micro-File No. 1953-1984-5, all of the records of the Recorder's Office, Marshall County, Iowa.

WHEREAS, this housing project will contain 36 units;

WHEREAS, the units will be targeted to elderly, mixed income persons;

WHEREAS, the project will be new construction;

WHEREAS, the property will have the following amenities: security entrance, covered parking, washers/dryers, central heating and air conditioning, computer center, health office, community room and on-site management;

WHEREAS, the Sponsor has requested local assistance through tax increment financing;

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

That we support and approve the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This resolution is effective until completion of the project. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

Section 1. City staff is authorized to work with the developer in coordinating activities which will bring about completion of this project.

Passed this 20th day of November 2002, and signed this 20th day of November 2002.



City of Marshalltown

Floyd P. Hartman, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

AMENDED AND RESTATED
URBAN RENEWAL
PROPERTY TAX AGREEMENT

This AMENDED AND RESTATED URBAN RENEWAL PROPERTY TAX AGREEMENT (the "Agreement") is made as of the 20 day of November 2002, by and between the City of Marshalltown, Iowa ("City"), and MTOWN/WESTOWN, LLLP ("Developer").

RECITALS:

WHEREAS, City has established the Marshalltown Urban Renewal Area #4 (the "Urban Renewal Area") and has made provisions for incurring debt payable from incremental property taxes; and

WHEREAS, the City has heretofore entered into an Urban Renewal Property Tax Agreement dated October 29, 2002 (the "Prior Agreement") with Linn Valley Apartments/Westown Housing (the "Original Developer") with respect to the development of certain property (the "Property") which is located within the Urban Renewal Area and that is legally described on Exhibit "A" attached hereto; and

WHEREAS, the Original Developer has determined to assign all of its rights, duties and obligations under the Prior Agreement to the Developer, who will thereafter complete the construction of a residential/commercial center on the Property (the "Project"), which is contemplated to consist of thirty-six (36) various residential units and commercial establishments that will result in the creation of new jobs within the City; and

WHEREAS, the City, the Original Developer and the Developer desire to amend and restate the Original Agreement and to proceed with the Project under the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Construction of Minimum Improvements. Subject to "Unavoidable Delays," the Developer shall cause construction of the "Minimum Improvements" to be undertaken and completed in accordance with the following schedule, or by such other dates as the parties may mutually agree upon in writing:

(a) The construction or installation of those improvements designated in

the plans and specifications identified on Exhibit "B" attached hereto, which shall be constructed or installed at those properties listed on Exhibit "A" and shall be collectively referred to herein as the "Westtown Housing Project" shall be substantially completed no later than September 1 2004.

Time lost as a result of Unavoidable Delays shall be added to extend the foregoing date by a number of days equal to the number of days lost as a result of the Unavoidable Delays. All work with respect to the Minimum Improvements to be constructed or installed by Developer shall be in conformity with the construction plans therefore that are prepared by Developer and approved by the building official or any amendments thereto as may be approved by the building official (which plans shall be defined herein as the "Approved Plans"), and in conformity with all local, state and federal laws and regulations. As used herein, the phrase "Minimum Improvements" shall be defined collectively to include those improvements designated in the plans and specifications identified on Exhibit "B". As used herein, the phrase "Unavoidable Delays" shall refer to delays caused by any one or more of the following: fire, windstorm, flood or other acts of God, vandalism, explosion, collapse of structures or instability of soils, riot, war, labor disputes, delays or restrictions by governmental bodies (other than the City), or any other cause beyond the reasonable control of Developer; provided, in no event shall Developer's failure to secure tenants and/or purchasers of the developed sites or to procure necessary financing constitute an Unavoidable Delay.

2. Certificate of Completion. Promptly after notification by Developer of its completion of all Minimum Improvements, the City shall inspect the construction to determine whether it has been completed in accordance with the terms of this Agreement. In the event that the City determines that such construction has been completed in accordance with the Approved Plans and applicable regulations, the City shall furnish the Developer with a Certificate of Completion. Such certification by the City shall, subject to Section 3 hereof, be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligation of the Developer to construct the Minimum Improvements. The certification provided for in this Section 2 shall, at Developer's request, be in recordable form. If City shall refuse or fail to provide certification in accordance with the provisions of this Section 2, City shall, within 15 days of such notification provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the subject Minimum Improvements in accordance with the Approved Plans and applicable regulations or is otherwise in default, and what measures or acts will be necessary, in the opinion of City, for Developer to take or perform in order to obtain such certification.

3. Maintenance of Properties. Following the issuance of the Certificate of Completion, Developer will maintain, preserve and keep the improvements constructed by it on the Property in good repair and working order, ordinary wear and tear accepted,

and from time to time will make all necessary repairs, replacements, renewals and additions for the duration of this Agreement. In the event of casualty damage or destruction to the Minimum Improvements during the term of this Agreement, Developer shall forthwith repair, reconstruct or restore the same to substantially the same or an improved condition or value as existed prior to the event causing such damage.

4. Annual Certification. To assist the City in monitoring performance of the Developer hereunder, a duly authorized officer of the Developer shall annually certify to the City to the effect that such officer has re-examined the terms and provisions of this Agreement, and that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such certificate shall also identify the number of persons employed and residing on the Property as of that date and include copies of the most recent tax statements received by Developer for the Property and evidence of any payment thereof. Such certificate shall be provided not later than October 1st of each year, commencing October 1, 2003 and ending on October 1, 2017, both dates inclusive.

5. Economic Development Loan. (a) For and in consideration of the Developer's obligations to construct and operate the Minimum Improvements and create the employment as provided herein, the City agrees (subject to the conditions set forth in this Agreement, to make an Economic Development Loan to the Developer within thirty (30) days of the date of Developer's acquisition and demolition of the two buildings at 120 and 130 West Main Street and completion of construction of the underground paved parking lot on the Property, or such other date as the parties shall mutually agree upon in writing (the "Funding Date"). The Economic Development Loan shall be equal in amount to Four Hundred Thousand Dollars (\$400,000). The Economic Development Loan shall be funded by the City as described in Sections 6 and 7 and not from any other source.

(b) The Economic Development Loan shall bear simple interest at the rate of one percent (1%) per annum, and shall become due and payable in full on January 1, 2018 without further demand or notice from the City. All interest on the Economic Development Loan shall be payable at maturity. At the request of the City, the Developer shall execute and deliver a promissory note to evidence the Economic Development Loan in form satisfactory to the City.

Section 6. Issuance of Bonds. The City intends to finance all of its costs

associated with this Agreement (including the funding of the Economic Development Loan to the Developer) through the issuance of general obligation bonds, and agrees to use its best efforts to that end. The parties further acknowledge and agree that such bonds shall be sold on such terms and conditions, bear such interest rates, mature at such times and in such amounts as the City, in its sole discretion, shall determine to be acceptable to it. The City's obligation to issue such bonds and undertake its obligations hereunder shall be subject in all respects to Unavoidable Delays, the provisions of Section 7, and to the satisfaction of all conditions required (in the reasonable judgment of bond counsel for the City) by Chapters 384 and 403 of the Code with respect to the issuance of bonds for such purposes. If the City shall not have completed the issuance of its bonds for the purpose of funding the Economic Development Loan prior to the Funding Date, the City and Developer agree to negotiate in good faith to reach an agreement amending this Agreement to provide to the Developer, as an alternative to the payment of the Economic Development Loan described in Section 5 hereof, another mutually acceptable commitment or financial or other assistance.

Section 7. Limitations on Financial Undertakings of the City. Notwithstanding any other provisions of this Agreement, the City shall have no obligation to the Developer under this Agreement to fund the Economic Development Loan to the Developer if any of the following conditions exit on the Funding Date:

- (a) The City is unable to complete the sale of its bonds on such terms and conditions as it shall deem necessary or desirable in its sole but reasonable discretion; or
- (b) The City is entitled (or, with the passage of time or giving of notice, or both, would be entitled) under Section 9 of this Agreement to exercise a right of termination of this Agreement as a result of any Event of Default; or
- (c) There has been, or there occurs a material change for the worse in the financial resources and ability of the Developer, or a material change in the financing commitments secured by the Developer for operation of the Minimum Improvements during the term hereof, which change(s) makes it substantially more likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement.

Section 8. Use of Tax Increments. The Developer recognizes that the City intends to utilize the tax increments collected in respect of the Minimum Improvements to pay debt service on its bonds. Notwithstanding the foregoing, the City shall be free to use all tax increments collected in respect of the Minimum Improvements or other properties within the Urban Renewal Area for any purpose for which the tax increments

may lawfully be used pursuant to the provision of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

9. Events of Default Defined. Except as otherwise provided herein, the following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;
- (b) Failure by the Developer to timely deliver the annual certificate contemplated in Section 4 hereof or to substantially observe or perform any other covenant, conditions, obligation or agreement on its part to be observed or performed under this Agreement; or
- (c) Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect or misleading in any material respect on or as of the date of the issuance or making thereof.

10. Remedies on Default. Whenever any Event of Default referred to in Section 9 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days written notice by the City to the Developer and the holder of the first mortgage encumbering all or part of the Property (but only to the extent the City has been informed in writing of the existence of such first mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days, the Developer or a holder of any such first mortgage does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

- (a) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;
- (b) The City may terminate this Agreement;
- (c) The City shall be entitled to recover from the Developer, and the Developer

shall repay to the City, an amount equal to the Economic Development Loan made to Developer under Section 5 hereof, and the City may take any legal action it deems necessary to recover such amount from the Developer; or

- (d) The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

11. Consent to Collateral Assignment to Mortgagee. It is acknowledged that Developer will, from time to time, procure mortgage financing for all, or portions of, the development contemplated hereby and it is anticipated that any such mortgagee may request a collateral assignment of Developer's rights hereunder as part of its security in connection with such loan. To facilitate such financing, City shall, upon request and from time to time, execute such documents as any such mortgagee may reasonably request to confirm City's consent to any such collateral assignment, to confirm that no amendments to this Agreement will be binding on such mortgages without its written consent, to confirm a requirement that City provide notice to such mortgagee of any Event of Default by Developer hereunder, and to confirm the City's agreement to recognize such mortgagee as "Developer" hereunder in the event of such mortgagee's delivery of notice to that effect to City; provided, any such agreement shall be in a commercially reasonable form, and acceptable in all respects to the City Attorney.

12. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

13. No Implied Waiver. In the event any covenant contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

14. Assignment and Amendments. This Agreement may be assigned by either party only with the express permission of the other party; provided, except as contemplated in Section 11 hereof, Developer may only assign its rights hereunder to a subsequent owner of the Project. Any amendment of this Agreement must be in writing and signed by each party before becoming effective.

15. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

16. Estoppel Certificate. Each party agrees from time to time, and within thirty (30) days after its receipt of a written request therefore from the other party, to deliver to the requesting party, or such party's designee, an estoppel certificate concerning the terms of this Agreement and the status of the performance of each party's obligations hereunder that is in a form reasonably designated by the requesting party; provided, the party delivering such estoppel certificate shall only be obligated to certify concerning objective facts within the knowledge of such party.

17. Indemnification. Developer shall indemnify, defend and hold harmless the City from and against all claims, demands, liabilities and costs, including reasonable attorneys' fees, arising in connection with any personal injury or property damage occurring upon the Property during the term of this Agreement, but only to the extent that such injury or damage was caused by the acts or omissions of Developer, its agents, employees, successors or assigns. The provisions of this Section 17 shall survive the termination of this Agreement.

18. Termination. This Agreement shall terminate on January 1, 2018.

19. Original Agreement. The Original Agreement is hereby terminated, and the parties agree that the Project shall proceed under the terms of this Agreement.

This Amended and Restated Urban Renewal Property Tax Agreement is executed and delivered as of the date first above written.

MTOWN/WESTTOWN, LLLP

By: _____

CITY OF MARSHALLTOWN

By: _____

Mayor

ATTEST

By: _____

City Clerk

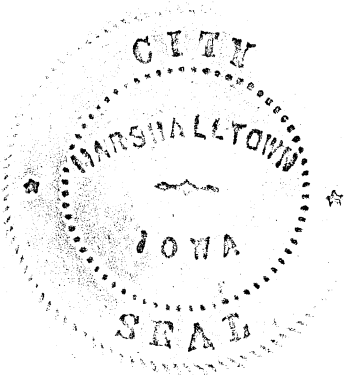


EXHIBIT A

120 West Main Street, Marshalltown, Iowa 50158: The east one-third of lot four, block sixteen, town of Marshall, Marshall County, Iowa; subject to easements recorded in Book 475, pages 370 and 419, of the records of the Recorder's Office, Marshall County Iowa;

122, 124, and 126 West Main Street, Marshalltown, Iowa 50158: The West two-thirds of Lot 4 and the East 20' of Lot 5 in Block 16, Original Plat of Marshall, Marshall County, Iowa;

128 West Main Street, Marshalltown, Iowa 50158: The middle one-third of Lot Five (5), also known and described as the middle twenty feet of Lot Five, in Block Sixteen, town of Marshall, Marshall County, Iowa;

130 West Main Street, Marshalltown, Iowa 50158: The West one-third of lot five, block sixteen, town of Marshall, Marshall County, Iowa, subject to party wall as shown in Book 176, page 594, and subject to agreement recorded in Micro-File No. 508-1984-5 and modification and correction of agreement recorded in Micro-File No. 1953-1984-5, all of the records of the Recorder's Office, Marshall County, Iowa.

MTOWN/WESTOWN, LLLP

1.0% PROMISSORY NOTE
DUE JANUARY 1, 2018

Nov. 20, 2002

FOR VALUE RECEIVED, the undersigned, MTOWN/WESTOWN, LLLP (herein called the "Company"), a limited liability limited partnership organized and existing under the laws of the State of Iowa, promises to pay to the City of Marshalltown, Iowa (the "City" or the "Holder"), or registered assigns, the principal sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) on January 1, 2018 with interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid balance thereof at the rate of 1.0% per annum from the date hereof, payable at maturity or until the principal hereof and any remaining interest thereon shall have become due and payable. Payments of principal of and interest on this Note are to be made in lawful money of the United States of America at the principal office of the City.

This Note is issued pursuant to an Amended and Restated Urban Renewal Property Tax Agreement dated as of Nov. 20 1, 2002 (the "Agreement"), between the Company and the City and shall be subject to all of the terms and conditions thereof.

This Note is subject to optional prepayment, in whole or from time to time in part, at any time at a prepayment price equal to the amount of principal paid plus accrued interest to the date of prepayment.

If an Event of Default, as defined in the Agreement, occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price and with the effect provided in the Agreement.

This Note shall be construed and enforced in accordance with, and the rights of parties shall be governed by, the law of the State of Iowa.

MTOWN/WESTOWN, LLLP

By:

Its:

[Signature]
representative

Attest:

[Signature]
City Clerk

DCORNELL\347240\1\0860023

COUNCIL PROCEEDINGS - SPECIAL
November 20, 2002

The Marshalltown City Council met in special session on November 20, 2002 in the Council Chamber at City Hall according to the posted notices.

Mayor Harthun called the meeting to order at 4:30 PM.

ROLL CALL: Present – Eaton, Fruin, Ladehoff, Malloy, Miller, Peter, and Schubert.

SPECIAL MEETING
November 20, 2002

TO: Darrell Eaton, Eric Fruin, Mike Ladehoff, Susan Malloy, Mike Miller, Darryl Peter, Robert Schubert, and Mayor Harthun.

You and each of you are hereby notified of the call of the Special Council Meeting to be held Wednesday, November 20, 2002, at 4:30 PM in the Council Chambers, City Hall, for the following purpose:

OPEN SESSION:

Resolution of Support for the Clark Downtown Housing Development.

City Finance Director Kendall reviewed the Development Agreement Changes for the Clark Downtown Housing Development. Jim Clark explained funding and tax credit availability. Housing Director Schrader stated the project will provide 36 one or two bedroom affordable housing units for individuals over 55 years old. Discussion of using TIF funds to fund bonds, the bonds used for loans. The loan payback would either offset the bonds or use as seed money for future projects. Schubert moved approval of RESOLUTION #2002-271 of Support for the Clark Downtown Housing Development, second by Ladehoff. Roll call: Ayes - Eaton, Fruin, Ladehoff, Malloy, Peter, and Schubert. Abstaining due to conflict – Miller.

Meeting adjourned at 4:45 PM.

Respectfully submitted,

Shari L. Coughenour, City Clerk.

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 24, 2020
RE: Grant Request- 116 West Main St.

Julie and Garland Schossow own 116 West Main Street (Optical Center). Over the winter, they undertook a significant repair of an exposed shared wall resulting from the demolition of 114 West Main Street in late 2020. The repairs were necessary to move forward immediately due to weather issues.

The repairs occurred prior to the City securing loan funds from the Iowa Economic Development Authority for the repair of shared walls. The City cannot allocate funds from this source without violating our loan agreement, which would then take away the ability for this loan to be forgivable.

The Schossow's have reached out to Council members, and Council member Thompson asked that this be discussed as a grant from other sources. The ideal funding source would be Council-designated LOST, which can be easily designated with no percentage limits like the façade grant. The City Council has approved a payment for a completed project in 2020. Dave and Kathleen Thompson were granted a \$50,000 new construction grant from LOST. Their store was completed and opened prior to the Council creating the grant.

The current shared wall program has provided 100 percent grants to 3 projects:

- \$45,000 to McGregor's Furniture
- \$30,000 to Botello's Barbershop
- \$30,000 to Goldenland Grocery

If the Council would like to consider this request, a resolution would need to come forward at the July 27th City Council meeting for approval.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin



MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
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To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 24, 2020
RE: Fire Station Sale Proceeds

Council member Thompson requested a discussion of allocating the sales proceeds from the sale of the Fire Station to help fund a deficit in the Coliseum Renovation project. Typically sale proceeds from buildings are deposited into Fund 031- Building Maintenance, to help fund future building repair and maintenance projects at other City buildings. I'm attaching the CIP approved as part of the fiscal year 2021 budget process.

We budgeted the reserve amount of \$80,000 as revenue from the sale of the Fire Station in Fund 031 in the current fiscal year. The actual sales proceeds will be \$172,000. We have budgeted to use some of those funds, and would need to revisit this budget should less than \$80,000 be allocated.

The Coliseum Renovation was intentionally not budgeted in this fund because of the fundraising, grants and other sources of revenue to support the project. We had no idea that we would see the number and dollar amount of change orders on this project.

At this time, there is no recommendation for how to proceed. Budgets and projects can be easily adjusted in Fund 031 for the new fiscal year and future fiscal years. Even if all the proceeds are transferred to the Coliseum Renovation (Fund 383), there will still be additional dollars needed to cover the deficit.

City Council
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City of Marshalltown, Iowa
City Capital Plan Equipment Replacment
 FY '20 thru FY '24

SOURCES AND USES OF FUNDS

Source		FY '20	FY '21	FY '22	FY '23	FY '24
031 - BUILDING MAINTENANCE						
Beginning Balance		274,260	264,805	86,505	9,505	7,505
<u>Revenues and Other Fund Sources</u>						
<i>USE OF MONEY & PROPERTY</i>						
4085.000 INTEREST EARNED		3,000	3,000	3,000	3,000	3,000
FA SALE PROCEEDS		80,000	0	0	0	0
	<i>Total</i>	83,000	3,000	3,000	3,000	3,000
Total Revenues and Other Fund Sources		83,000	3,000	3,000	3,000	3,000
Total Funds Available		357,260	267,805	89,505	12,505	10,505
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>CARNEGIE & COLISEUM BUILDINGS</u>						
Recarpet Front Entrance	3981	0	0	0	(5,000)	0
Doorway approaches and steps with heated pads	3990	0	(25,000)	0	0	0
Carnegie/City Hall Security Updates	4010	0	(35,000)	0	0	0
Auto Door Opener to Elevator	4020	(4,700)	0	0	0	0
	<i>Total</i>	(4,700)	(60,000)	0	(5,000)	0
<u>CITY HALL</u>						
Replace Windows	CH0009	0	(10,000)	0	0	0
Replace East Entrance Door and Steps	CH0016	0	(25,000)	0	0	0
City Hall Building System Improvements	CH0023	(24,000)	(86,300)	0	0	0
Remodel City Hall 1st Floor for Finance move	FY18 Finance	(48,755)	0	0	0	0
	<i>Total</i>	(72,755)	(121,300)	0	0	0
<u>LIBRARY</u>						
Library Emergency Generator Project	LIB2022	0	0	(80,000)	0	0
Emerg Lighting Battery Replacement	P3372	(15,000)	0	0	0	0
	<i>Total</i>	(15,000)	0	(80,000)	0	0
Total Expenditures and Uses		(92,455)	(181,300)	(80,000)	(5,000)	0
Change in Fund Balance		(9,455)	(178,300)	(77,000)	(2,000)	3,000
Ending Balance		264,805	86,505	9,505	7,505	10,505