

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
SEPTEMBER 10, 2018, 5:30 PM

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve August 27, 2018, Council Minutes.

Documents:

[2018-08-27_council-minutes.pdf](#)

2. Approve Bill List In The Amount Of \$2,118,733.02

Documents:

[2018-09-10_BillList.pdf](#)

3. Receipt Of Building Permit Report, August 2018

Documents:

[Building_Report_0818.pdf](#)

4. RESOLUTION 2018-156 APPROVING THE OWNER-INITIATED DEMOLITION OF A PUBLIC NUISANCE TAX SALE PROPERTY AT 109 HELM STREET

Documents:

[Res Approving Demo 109 Helm.pdf](#)

5. RESOLUTION 2018-157 APPROVING A MEMORANDUM OF UNDERSTANDING WITH CENTRAL IOWA RSVP FOR VOLUNTEER COORDINATION SERVICES

Documents:

[Res Approving MOU RSVP.pdf](#)
[Memorandum of Understanding City of Marshalltown.pdf](#)

6. Approve New Tree Trimmer Application - John Harding, 1313 E Madison St, Marshalltown

Documents:

[09-10-2018_2018-_harding tree trimmer app.pdf](#)

G. **MOTIONS**

1. Motion To Set Public Hearing For October 8, 2018 Regarding Voluntary Annexation Request From Interstate Power And Light Company For Parcel 8317-05-200-005

Documents:

[CC Memo Annexation.pdf](#)
[ANNEXATION ALLIANT MARTIN MARIETTA.pdf](#)

H. **REPORTS**

1. Vision Marshalltown Update- Kiley Leger, Executive Director

I. **RESOLUTIONS**

1. RESOLUTION 2018-158 APPROVING THE PURCHASE OF A 3.95 ACRE PARCEL LOCATED ON EAST SOUTHRIDGE ROAD FOR \$88,500

Documents:

[Res Purchasing Land on Southridge Rd.pdf](#)
[Purchase Agreement.pdf](#)

2. RESOLUTION 2018-159 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE AND FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS,CURTAINWALLS RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE & GLAZING FOR FORMAN FORD AN INCREASE OF \$18,104.00

Documents:

[Forman Ford CO.pdf](#)
[Forman Ford CO09042018093425 001.pdf](#)

3. RESOLUTION 2018-160 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$677.00

Documents:

[Hilsabek CO.pdf](#)
[Hilsabeck CO09042018094815_001.pdf](#)

4. RESOLUTION 2018-161 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. A DECREASE OF \$630.00

Documents:

[Tonys Plumbing \(2\).pdf](#)
[Tonys CO09042018100054_001.pdf](#)

5. RESOLUTION 2018-162 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$10,802.37

Documents:

[Devries CO.pdf](#)
[Devries CO09042018100954_001.pdf](#)

6. RESOLUTION 2018-163 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$2,295.00

Documents:

[Garling CO.pdf](#)
[Garling09042018084456_001.pdf](#)

7. RESOLUTION 2018-164 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#7-1 MEMBRANE ROOFING AND WALL PANELS FOR BLACK HAWK ROOF COMPANY AN INCREASE OF \$3,163.65

Documents:

[Black Hawk Roof Co CO.pdf](#)
[Black Hawk Roof09042018085138_001.pdf](#)
[Story Cos09042018102648_001.pdf](#)

J. ORDINANCES

1. ORDINANCE 14978 AMENDING CHAPTER 7 BUILDINGS AND BUILDING REGULATIONS, ARTICLE III DANGEROUS BUILDINGS, OF THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, 2013

2nd Reading, Possible waiving of 3rd reading and adoption of final ordinance. No public hearing is required.

Documents:

[14978 Dangerous Building Ordinance 02.26.18_final.pdf](#)

K. DISCUSSION

1. Proposed Request For Proposal For Disposal Of 22 N. Center Street (Police Station)

Documents:

[Memo on Disposal of 22 N Center.pdf](#)
[RFP for 22 N Center St.pdf](#)

2. Discussion Of Funding For A Construction Manager For The Long Term Recovery Committee

Documents:

[Memo on LTRC Construction Manager.pdf](#)

3. Open Burning Discussion

Documents:

[MFD Memo to Council 9-11-18.doc](#)

L. PUBLIC COMMENT

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

M. ADJOURN

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

Council Proceedings
August 27, 2018

Mayor Greer called the meeting to order at 5:30 PM, August 27, 2018, in the council chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin and Wirin. Police Chief Tupper and the council recognized Patrol Officer Steven Sheets for five years of service. Councilor Wirin thanked the organizers of the Marshalltown Recovery Facebook page for providing accurate information and answering questions.

CONSENT AGENDA:

Isom moved to adopt the consent agenda: Approve Minutes of August 13, 2018; Approve Bill List in the amount of \$1,404,074.64; RESOLUTION 2018-147 APPROVING CONTRACTS SIGNED BY THE MAYOR PURSUANT TO THE DECLARATION OF THE STATE OF PUBLIC EMERGENCY BEGINNING JULY 19, 2018; RESOLUTION 2018-148 MODIFYING THE BUDGET FOR THE POLICE AND FIRE BUILDING PROJECT TO INCLUDE SIDEWALKS AND LANDSCAPING; RESOLUTION 2018-149 RESOLUTION APPROVING CHANGES TO THE FISCAL YEAR 2019 CAPITAL IMPROVEMENT PLAN TO ALLOW FOR VEHICLE PURCHASES; Approve Alcohol License Renewals - October Renewals: Old Timers Tavern, Hy Vee Drugstore, Fiddle & Whistle Pub, Kwik Star #394, Zamora Fresh Market, Aldi, Inc. #43. second by Wirin. Motion carried 7-0.

MOTIONS:

Lamer moved to receive the Civil Service New Hire List - Parking Enforcement, second by Isom. Motion carried 7-0.

Isom moved to approve the liquor license for Oktoberfest to be held at the Marshall County Fairgrounds with alcohol service on Friday from 5-10 pm and Saturday 1-11pm on September 28 and September 29, 2018, second by Martin. Motion carried 7-0.

REPORTS:

Val Ruff, Director of the Marshalltown Convention and Visitors Bureau recapped operations and presented the audit report for their recently ended fiscal year.

Kenn Vinson, Board member of the Marshalltown Water Works, noted there was minimal storm damage and no interruption to the water service. They will work on making sure their phone service is not interrupted during the next disaster event. The search continues for the Chief Officer.

RESOLUTIONS:

Wirin moved to adopt RESOLUTION 2018-150 AUTHORIZING THE PURCHASE OF VEHICLES FOR MULTIPLE CITY DEPARTMENTS, second by Isom. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2018-151 ADOPTING A DEBRIS MANAGEMENT PLAN, second by Wirin. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2018-152 TERMINATING THE CIVIL EMERGENCY ISSUED ON JULY 19, 2018, second by Martin. Resolution adopted 7-0.

Cahill moved to adopt RESOLUTION 2018-153 AUTHORIZING THE ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR HOUSING REHABILITATION AND RENTAL ASSISTANCE, second by Isom. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2018-155 AMENDING THE MEMBERSHIP OF THE PARKS AND RECREATION ADVISORY BOARD AND ABOLISHING THE VETERANS MEMORIAL COLISEUM COMMISSION, second by Martin. Resolution adopted 7-0.

Mayor Greer opened the public hearing at 6:15 PM regarding accepting federal funds to be used to support law enforcement activities. There were no written or public comments. Chief Tupper announced the city and county will equally share the \$20,765 grant of federal funds with the city using their share for technology purchases. Mayor Greer declared the public hearing closed at 6:19 PM. Lamer moved to adopt RESOLUTION 2018-155 APPROVING INTERLOCAL INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$20,765.00 SPLIT 50%

WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Wirin moved to adopt the first reading of Ordinance 14977 TO AMEND NUMBER OF HANDICAP PARKING SPACES, second by Martin. Wirin amended the motion to waive the 2nd and 3rd readings and to approve the Ordinance, second by Isom. Roll call vote on the motion to waive readings and adopt the Ordinance approved 7-0. First reading adopted 7-0. Ordinance adopted. This will add a handicap space in front of the House of Compassion at 210 W Church Street, on the north side of the street.

Isom moved to adopt the first reading of Ordinance 14978 AMENDING CHAPTER 7 BUILDINGS AND BUILDING REGULATIONS, ARTICLE III DANGEROUS BUILDINGS, OF THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, 2013, second by Cahill. First reading adopted 7-0. Lamer asked the three degree wall variance be reviewed.

DISCUSSION:

Linda Clark, Leigh Bauder and Jake Rowley commented on storm cleanup activities and building condition.

CLOSED SESSION:

At 6:39 PM, Lamer moved to enter into closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047. and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Wirin. Motion approved 7-0.

At 7:53 PM Cahill moved to leave close session, second by Martin. Motion approved 7-0.

At 7:53 PM Gowdy moved to enter into closed session, s Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Isom. Motion approved 7-0.

At 8:33 PM, Wirin moved to leave closed session, second by Martin. Motion carried 7-0. Roll call – all seven members present.

Wirin moved to direct staff to prepare request for proposals for disposal of 22 N Center Street Police Station, second by Cahill. Motion carried 5-2, with Hoop and Lamer dissenting.

PUBLIC COMMENT:

The meeting adjourned at 8:33 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

BILL LIST, SEPTEMBER 10, 2018

Buildings/Improvements		CROSSER,R/1	141.00
BLACK.HAWK.ROOF/1	28,829.89	D.D.Rentals/1	2.00
BLACKHAWK.SPRNK/1	14,275.89	Eakin,R/1	236.00
DeVries.Electri/1	115,909.50	ECKLOR,S/3	1,010.00
Forman.Ford/1	62,433.95	Elwayne.Inc./2	872.00
Garling.Constr/1	94,332.15	Etter, W/1	380.00
Hilsabeck.Schac/1	93,728.90	Eubanks,C/2	659.00
Story.Constr/1	76,092.81	Farrell.Propert/6	1,498.00
TONYS.PLUMB/1	117,734.69	FISCHELS,R/2	399.00
Consulting & Professional Fees		Frese.Propts/3	825.00
AHLERS.COONEY/1	357.50	FRIEND,T/1	235.00
Calhoun-Burns/1	1,455.50	Friendly.Valley/4	589.00
CGA.Assoc/2	3,818.49	Grant.Park.LLC/23	4,847.00
Grimes.Buck.Sch/2	3,338.00	Gray,D/1	409.00
GTG.Architects/1	6,550.00	Hala,J/3	820.00
Howard.R.Green/1	16,797.42	Halladay,W/1	250.00
Lynch.Dallas.PC/6	7,995.50	HARRIS,T/1	324.00
Olsson.Assoc/1	8,113.75	HASS,S/1	240.00
RUBY,T/1	380.60	Hatch,J/1	475.00
Contracts		Hatch,R/3	1,324.00
Aramark.Unfrm/5	142.40	HAVELKA,B/1	500.00
ARL/1	4,333.33	HESSENIUS,R/1	127.00
BDH/8	5,925.50	Hilltop.Village/9	1,421.00
Construct/6	30,320.68	HOULIHAN,D/1	287.00
EQUIP.MGMT.CO/12	26,621.48	HOVERSTEN,R/1	900.00
ESRI.Inc./3	12,900.00	HOWARD,J/1	168.00
Fisher.Comm.Ctr/1	6,396.67	Hsg.Auth.CookCo/8	6,752.00
Gillig.LLC/1	403,712.00	Hsg.Auth.Joliet/2	2,489.00
Hansen,S/1	600.00	HUBBARD.MAPLE/2	374.00
Ia.Dept.Justice/1	100.90	Jared,S/2	426.00
IA.LEAD.ASBESTO/10	1,387.50	JASPERS,M/1	127.00
LUETHJE.AUTO/1	18,270.00	JB.I.COOP.Assn/4	1,021.00
Marsh.Co.Landfi/1	48.95	Judge,M/11	3,751.00
Marshall.Co.Att/1	100.90	KLOCKE,C/1	471.00
MCGRATH.CHRYSRLR/1	26,697.00	Landherr,J/1	415.00
MMIT.INC/1	106.04	LAWSON,R/2	310.00
Premier.Equip/6	196.60	Lawthers.Prop.M/1	460.00
RICOH.USA.INC/4	17.28	LL.Enterprises/1	217.00
Schendel.Pest.C/2	98.00	LUENSE,B/4	1,541.00
Stone.Sanit/6	1,551.98	MANNSON.PROP/1	268.00
Titan.Machinery/1	17,500.00	MATNEY,L/1	264.00
Ziegler/1	3,807.54	Mtwn.Properties/2	654.00
Debt Service		Mtwn/Westown/15	3,105.00
CRBT/2	8,707.57	MURPHY,P/1	472.00
Land & Improvements		Natl.Mngmt.Corp/2	827.00
FIVE STAR REAL ESTATE/1	500.00	NAUGHTON,R/1	825.00
Medical		North.Tama.Hsg/3	416.00
Wellmark.Inc./1	47,542.10	Oakland.Prop/1	92.00
Payroll.Deductions		Oetker,D/3	578.00
American.Educa./1	64.41	Oetker.Jr.,J/1	146.00
AXA/1	425.00	Palisade.Holdng/1	208.00
Collection.Svs./6	2,438.33	Park.Elms,LLC/4	1,031.00
Colonial.Life/1	522.21	Pheasant.Run.Ap/2	24.00
Fidelity.Securi/2	390.76	Polley,M/1	795.00
Galls.LLC/1	34.99	Prairie.Home.Pp/1	254.00
I.M.W.C.A/1	6,123.00	Premier.RE.Mgmt/2	531.00
I.R.S./6	79,533.55	PYLE,D/1	224.00
IA.Treasurer/3	19,041.00	R.E.P.Corp/1	263.00
ICMA.457/13	27,995.06	RA.Rental.Prop/1	369.00
IUPAT.PPME/1	880.53	RD.Toledo,LLP/2	806.00
Meskwaki Nation/1	300.34	Reed,T/13	4,581.00
Teamsters238/2	1,860.56	River.Birch/4	1,988.00
Texas.Child.Sup/2	252.57	River.Oaks/8	3,034.00
TotalAdmin.Serv/4	7,683.94	S.E.Invst/2	602.00
Payroll.Net		Sands,S/1	332.00
Payroll/1	278,136.77	Schmidt,M/2	446.00
Refund/Reimbursed		SCHULER-VANLANG/1	260.00
BITTNER,J/1	55.71	SCOTT,L/1	384.00
GOODING.B/1	806.12	SE.Coop.Housing/1	225.00
PENG,E/1	45.00	SESKER,R/1	230.00
PRUSHA,S/1	40.01	Soltero,W/1	159.00
WJD3.LLC/1	43.12	Specht,G/1	468.00
Rents/Leases		Squire,B/1	234.00
/0	86.00	STAFF,E/1	245.00
Ackley.Housing/11	1,729.00	Steelsmith,G/6	1,207.00
ALCALA,R/1	194.00	Sunrise.Apt/2	132.00
Altringer,J/1	490.00	Swan.Estates/1	356.00
AMES,STEVEN/25	6,511.00	Switzer,T/2	682.00
BJ&J.LLC/2	383.00	Tallcorn.Tower/13	3,895.00
BLOOD,A/1	493.00	TAYLOR,M/1	211.00
BOULDER.COOP.HS/1	289.00	Titus,T/1	318.00
Brodin,C/1	188.00	TOWN.APARTMENT/5	746.00
BROWN,B/1	57.00	TREVRON,LLC/1	332.00
Carbajal,S/1	322.00	TT.C.Coop.Hsg/2	538.00
Chadderdon,A/1	200.00	VEST,L/2	482.00
CHOATE,A/1	509.00	WARREN,C/1	222.00
CIRSI/7	824.00	Weatherly.Erin/1	578.00
CLAWSON,J/2	358.00	Welter,T/1	508.00
CMHC.INVEST/1	332.00	ZMOLEK,M/1	263.00
Crosser,D/1	216.00	Service/Repairs	
		A.J.Body.Shop/4	2,087.10
		ANDERSON,S/1	46.00
		Aponte,M/1	27.00

BILL LIST, SEPTEMBER 10, 2018

AVALOS,G/1	60.00
BDH/1	14,365.00
BELFOR.USA.INC/1	200,000.00
Bens.Tire/1	100.00
Century.Link/30	708.78
Cntrl.IA.Machin/1	225.00
Concrete/3	4,440.93
Devig,T/15	1,080.00
Fillyaw,A/1	51.00
Hsg.Auth.CookCo/1	244.08
Hsg.Auth.Joliet/1	72.62
I.C.A.P./1	411.51
IA.Dept.Insp.Ap/1	67.50
IA.Park.Rec.Ass/1	495.00
Interstate.Powe/1	24.54
JOHNSON,C/1	46.00
Kapaun.Brown/1	1,677.00
Kiwanis.PM/1	825.00
KRAMER,D/1	250.00
KROENER,L/1	4.00
Ledford,M/28	28,499.04
McAtee.Tire/4	1,052.80
Mtn.Wtrwrks/3	8,665.23
Play.Station/1	351.12
Racom.Corp/4	717.50
Scroggins,J/1	100.00
STREET-LOPEZ,J/1	67.00
TAFOLLA,M/1	4,433.49
Thermo.King/1	700.51
Titan.Machinery/1	520.00
WOAHTEE,G/1	46.00
Supplies/Parts	
Adland.Engrvg/1	97.50
AirFilter.Servc/1	607.80
Arnold.Motor.Su/18	482.53
BDH/3	4,842.73
Cessford.Constr/1	330.40
City.Laundering/15	1,051.30
Clemons.Inc./1	152.11
Cntrl.Office/4	291.52
Concrete/3	243.75
Crop.Production/6	2,099.44
Cummins.Service/2	546.32
Diamond.Vogel/1	54.00
Environ.Hazards/1	75.00
Fastenal.Co/2	13.36
Galls.LLC/3	317.98
Gillig.LLC/2	826.40
Hawkeye.Truck/1	1,720.00
Hoglund.Bus/1	28.78
IA.Prison.Ind/2	1,910.00
Interstate.Powe/1	51.21
Midland.Scienti/3	334.63
Minuteman/1	32.45
Miracle.Recreat/2	3,744.00
Napa.Auto/7	384.57
Northern.Lights/2	983.70
Office.Express/2	74.99
Ohalloran.Inter/4	2,965.92
OPTICAL.CENTER/1	25.00
Play.Station/1	277.57
POLICE.SRVC.DOG/1	271.00
R.S.Stover.Inc/2	156.06
Racom.Corp/2	91.00
Safelite.AutoGs/1	175.00
Streichers.Inc/1	174.99
Testamerica/3	163.20
Those.Ink.Guys/1	34.95
ULTRAMAX.AMMUN/1	373.00
Vajgrt.R/1	296.00
Van.Meter.Inc/1	697.37
Verizon.Wireles/1	732.84
Zarnoth.Brush.W/5	2,581.50
Ziegler/4	823.33
Travel/Training	
Treasurer, ISU/1	50.00
Utilities	
AlliantEnergy/26	32,149.78
CENTRAL.IA.WATE/1	148.92
Mtn.Wtrwrks/1	70.41
WoodRiver.Enrgy/1	33.02
Total/714	2,118,733.02

Building Division Improvement Value & Fee Summary - Aug. 2018

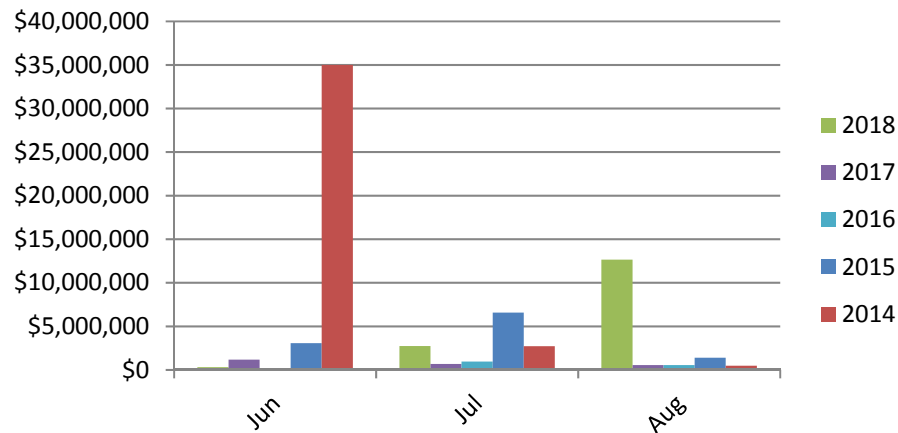
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000	\$306,000	\$2,725,000	\$12,653,000					\$22,036,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000					\$19,844,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000	\$945,000	\$555,000					\$10,059,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000					\$17,215,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000	\$470,000					\$72,333,000

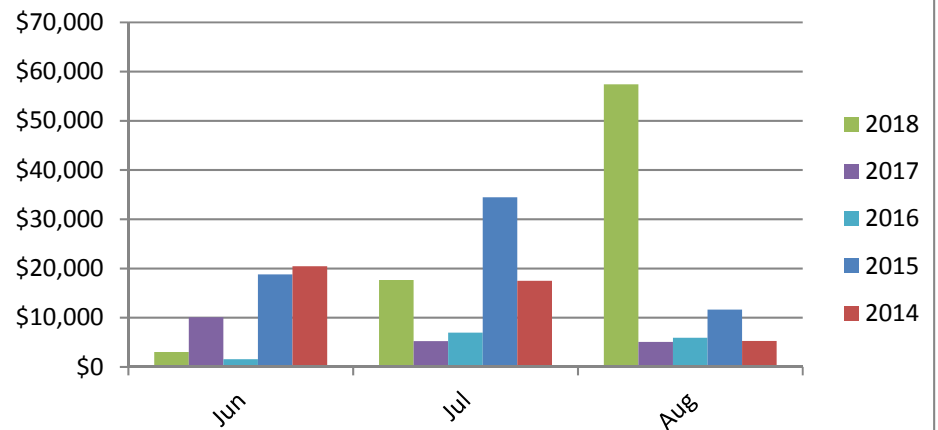
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589	\$3,038	\$17,654	\$57,403					\$120,676
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075					\$110,554
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912					\$72,504
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625					\$110,903
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278					\$197,866

Total Improvement Value Comparison



Total Fees Received Comparison



BUILDING REPORT FOR THE MONTH OF AUGUST 2018



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24534	Troy Ladasser (storm)	112 North 9th Street	Demolish Garage					Fee Waived
24535	Walt Bell (storm)	103 North 8th Street	Demolish Garage					Fee Waived
24536	Jeff Hood (storm)	411 Summit Street	Demolish Garage					Fee Waived
24537	Michael Bond (storm)	1506 Norris Place	Demolish Garage					Fee Waived
24538	Kip Weatherly (storm)	412 Woodbury Street	Demolish Garage					Fee Waived
24539	Marshalltown Company	104 South 8th Avenue	Alter Building				\$4,500,000	\$19,734
24540	Michael Kvidera (storm)	308 North 15th Street	Demolish Garage					Fee Waived
24541	Michael Kvidera (storm)	308 North 15th Street	New Garage			\$20,000		Fee Waived
24542	Justin Witte (storm)	505 Fremont Street	Alter Dwelling		\$105,000			Fee Waived
24543	Walter Perkins (storm)	404 North 3rd Avenue	New Garage			\$6,000		Fee Waived
24544	Walter Perkins (storm)	404 North 3rd Avenue	Demolish Garage					Fee Waived
24545	Jerri Hill (storm)	304 West State Street	Demolish Garage					Fee Waived
24546	Jerri Hill (storm)	304 West State Street	New Garage			\$14,000		Fee Waived
24547	Jason Priske (storm)	309 S. 12th Ave. Place	Alter Building				\$25,000	\$392
24548	Stacy Voigt (storm)	506 Summit Street	Demolish Garage					Fee Waived
24549	Stacy Voigt (storm)	506 Summit Street	New Garage			\$14,000		Fee Waived
24550	Nate Walton (storm)	408 Fremont Street	Demolish Garage					Fee Waived
24551	Nate Walton (storm)	408 Fremont Street	Alter Dwelling		\$12,000			Fee Waived
24552	Maria Landeros (storm)	601 Fremont Street	Alter Dwelling		\$12,000			Fee Waived
24553	Robert Simmons (storm)	206 South 14th Avenue	Demolish Garage					Fee Waived
24554	Richard Stevens (storm)	512 Woodbury Street	Demolish Garage					Fee Waived
24555	Richard Stevens (storm)	512 Woodbury Street	New Garage			\$11,000		Fee Waived
24556	Matias Sacher (storm)	113 North 9th Avenue	Demolish Garage					Fee Waived
24557	Matias Sacher (storm)	113 North 9th Avenue	New Garage			\$9,000		Fee Waived
24558	Rogelio Cervantes (storm)	105 1/2 N. 3rd Ave.	Alter Dwelling		\$30,000			Fee Waived
24559	Tony Reed (storm)	109 North 2nd Street	Alter Dwelling		\$7,000			Fee Waived
24560	Jordan Denato (storm)	402 North 17th Street	Alter Dwelling		\$12,000			Fee Waived
24561	Foster Hawkins (storm)	134 East State Street	Demolish Building					Fee Waived
24562	Jim Sullivan (storm)	107 North 15th Street	Demolish Garage					Fee Waived
24563	Scott Adkins (storm)	209 South 17th Avenue	Demolish Garage					Fee Waived
24564	Scott Adkins (storm)	209 South 17th Avenue	New Garage			\$14,000		Fee Waived
24565	Alfredo Gorgonio (storm)	212 North 8th Avenue	Alter Dwelling		\$12,000			Fee Waived
24566	Brian Arends (storm)	205 South 17th Avenue	Demolish Garage					Fee Waived
24567	Brian Arends (storm)	205 South 17th Avenue	New Garage			\$6,000		Fee Waived
24568	George Coutsougeras	4 West Boone Street	Alter Building				\$50,000	\$644
24569	Peter Quaife	502 Terry Terrace	New Shed			\$7,000		\$139
24570	JBS USA, LLC	402 North 10th Avenue	Alter Building				\$5,885,000	\$25,274
24571	Barbara Garrison (storm)	503 Marion Street	Demolish Garage					Fee Waived
24572	Jim Sullivan (storm)	107 North 15th Street	New Shed			\$3,000		Fee Waived

BUILDING REPORT FOR THE MONTH OF AUGUST 2018



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24573	Martin Ibarra (storm)	303 North 3rd Avenue	Demolish Garage					Fee Waived
24574	Jose Rodriguez (storm)	203 1/2 N. 4th Street	New Garage			\$5,000		Fee Waived
24575	Jose Rodriguez (storm)	203 1/2 N. 4th Street	Demolish Garage					Fee Waived
24576	Rogelio Sanchez (storm)	103 North 9th Avenue	Demolish Dwelling					Fee Waived
24577	Kirk Bond (storm)	805 West Main Street	Demolish Garage					Fee Waived
24578	Norma Magana (storm)	302 Bromley Street	Demolish Dwelling					Fee Waived
24579	Emiliano Medina (storm)	108 North 10th Avenue	Alter Dwelling		\$6,000			Fee Waived
24580	Steve Brittain (storm)	212 North 9th Street	New Garage			\$11,000		Fee Waived
24581	Steve Brittain (storm)	212 North 9th Street	Demolish Garage					Fee Waived
24582	Francisco Mendoza (storm)	706 Summit Street	Demolish Garage					Fee Waived
24583	Francisco Mendoza (storm)	706 Summit Street	New Garage			\$13,000		Fee Waived
24584	RACOM Corp. (storm)	201 West State St.	Alter Building				\$950,000	\$5,484
24585	Travis Peters (storm)	810 East Main Street	New Building				\$7,000	\$139
24586	St. Marys Catholic Church (storm)	9 West Linn Street	Demolish Building					Fee Waived
24587	Kevin Malloy (storm)	3 East Grant Street	Demolish Garage					Fee Waived
24588	Kevin Malloy (storm)	3 East Grant Street	New Garage			\$8,000		Fee Waived
24589	Jeremy Harris (storm)	111 North 16th Street	Demolish Garage					Fee Waived
24590	Jeremy Harris (storm)	111 North 16th Street	New Garage			\$15,000		Fee Waived
24591	B & G HVAC	1208 East Main Street	New Building				\$72,000	\$798
24592	Stacia Turner (storm)	1226 Marshall Drive	Demolish Garage					Fee Waived
24593	Primary Health Care, Inc.	112 East Linn Street	Alter Building				\$209,000	\$1,648
24594	Chris McKee (storm)	211 South 17th Avenue	Demolish Garage					Fee Waived
24595	Chris McKee (storm)	211 South 17th Avenue	New Garage			\$14,000		Fee Waived
24596	Reyerson Inc. (storm)	1107 East Main Street	Alter Building				\$428,000	\$2,962
24597	Tonya Caracoza (storm)	711 West State Street	Demolish Dwelling					Fee Waived
24598	Tom McCoy (storm)	118 North 1st Street	Demolish Garage					Fee Waived
24599	Tanner Buck (storm)	108 North 3rd Avenue	Demolish Building					Fee Waived
24600	Lisa Blubaugh (storm)	7 North 10th Street	Demolish Garage					Fee Waived
24601	Lisa Blubaugh (storm)	7 North 10th Street	New Garage			\$13,000		Fee Waived
24602	D. Jean Aman (storm)	105 North 11th Street	Demolish Garage					Fee Waived
24603	D. Jean Aman (storm)	105 North 11th Street	New Garage			\$6,000		Fee Waived
24604	Lisa Blubaugh (storm)	7 North 10th Street	Alter Dwelling		\$25,000			Fee Waived
24605	Compassion Properties,LLC(storm)	208 East Church Street	Alter Building				\$7,000	\$139
24606	Francisco Martinez (storm)	506 Bromley Street	Demolish Garage					Fee Waived
24607	Francisco Martinez (storm)	506 Bromley Street	Alter Dwelling/Garage		\$25,000			Fee Waived
24608	Nancy Badilla (storm)	317 North 10th Avenue	Demolish Garage					Fee Waived
24609	Nancy Badilla (storm)	317 North 10th Avenue	New Garage			\$11,000		Fee Waived
24610	Jose Andrade (storm)	710 Bromley Street	Demolish Garage					Fee Waived
24611	Jose Andrade (storm)	710 Bromley Street	New Garage			\$9,000		Fee Waived

BUILDING REPORT FOR THE MONTH OF AUGUST 2018



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24612	Dr. Kalyana Sundaram (storm)	208 East Church Street	Demolish Building					Fee Waived
24613	Bluffwood Partners	303 1/2 S. 4th Ave.	Demolish Dwelling					\$25
24614	Hope Shultz (storm)	202 North 5th Street	Demolish Garage					Fee Waived
24615	Hope Shultz (storm)	202 North 5th Street	New Garage			\$5,000		Fee Waived
24616	Isle of Green (storm)	1906 East Church St.	Demolish Buildings					Fee Waived
24617	John Helfer (storm)	108 West State Street	Demolish Building					Fee Waived
24618	Ronnie Brown (storm)	405 West Boone St.	Demolish Garage					Fee Waived
24619	Ronnie Brown (storm)	405 West Boone St.	New Garage			\$6,000		Fee Waived
24620	Mary Mills (storm)	212 South 16th Avenue	Demolish Garage					Fee Waived
24621	Mary Mills (storm)	212 South 16th Avenue	New Garage			\$11,000		Fee Waived
24622	Anthony Banderas (storm)	309 Bromley Street	Demolish Dwelling					Fee Waived
24623	Rick Johnson (storm)	103 Byron Street	Demolish Dwelling					Fee Waived
24624	Aaron Miller (storm)	108 North 8th Street	Demolish Dwelling					Fee Waived
24625	Jim Sullivan (storm)	107 North 15th Street	Alter Dwelling		\$10,000			Fee Waived
24626	Ruben Ramirez	1810 West State St.	Demolish Garage					\$25
24627	Barry Sedlacek (storm)	903 West State Street	Demolish Garage					Fee Waived
24628	Barry Sedlacek (storm)	903 West State Street	New Garage			\$19,000		Fee Waived
24629	Barry Sedlacek (storm)	307 South 17th Avenue	Demolish Garage					Fee Waived
24630	Barry Sedlacek (storm)	307 South 17th Avenue	New Garage			\$6,000		Fee Waived
24631	Kent Dickenson (storm)	305 South 16th Avenue	Demolish Garage					Fee Waived
24632	Kent Dickenson (storm)	305 South 16th Avenue	New Garage			\$8,000		Fee Waived
			TOTALS:	\$0	\$256,000	\$264,000	\$12,133,000	\$57,403
			TOTAL IMPROVEMENT AMOUNT: \$12,653,000					
				Units	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	0	0	11	27	10
								52

**RESOLUTION APPROVING THE OWNER-INITIATED DEMOLITION OF A PUBLIC
NUISANCE TAX SALE PROPERTY AT 109 HELM STREET**

WHEREAS, the City of Marshalltown identified the property of 109 Helm Street as a public nuisance property and had it included in the Public Nuisance Tax Sale in June 2017; and

WHEREAS, Anna Oswald purchased the tax certificate and signed a Rehabilitation Agreement with the City of Marshalltown for 109 Helm Street in June 2017; and

WHEREAS, said Rehabilitation Agreement required the purchaser of the tax certificates to request approval of the City Council if the property was found to be in a condition that was unable to be rehabilitated; and

WHEREAS, Anna Oswald has requested to demolish the property due to structural issues which render a rehabilitation of the property as not a cost effective option;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, Anna Oswald is hereby given permission to demolish the property located at 109 Helm Street as required by the Rehabilitation Agreement.

Passed this 10th day of September, 2018, and signed this _____ day of September, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CENTRAL
IOWA RSVP FOR VOLUNTEER COORDINATION SERVICES**

WHEREAS, the City of Marshalltown experienced a tornado on July 19, 2018, which resulted in significant numbers of volunteers wanting to help and significant volunteer needs which emerged; and

WHEREAS, Central Iowa RSVP serves Marshall County by providing volunteer coordination services; and

WHEREAS, the City of Marshalltown does not have the capacity to coordinate volunteer needs and opportunities which have resulted from the disaster; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Memorandum of Understanding with Central Iowa RSVP is hereby approved and the Mayor is directed to execute the Memorandum.

Passed this 10th day of September, 2018, and signed this _____ day of September, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Memorandum of Understanding

Central Iowa RSVP and the City of Marshalltown

RSVP Office Locations

503 Elm Avenue
Story City, IA 50248
515-733-4917
515-733-4448 (FAX)

110 Crystal Street
Ames, IA 50010
515-292-8890

2608 S. 2nd Street
Marshalltown, IA 50158
641-752-0279
515-292-9202 (FAX)

Relevant RSVP Staff and Email Addresses

Kalen Petersen, Director

director@cirsvp.org

Lori Williams, Volunteer Coordinator (Story County)

rsvp53@cirsvp.org

Linda Von Holten, Volunteer Coordinator (Marshall County)

mcmc@cirsvp.org

This is a statement of policies and regulations governing the activation of RSVP's Volunteer Management for Emergency/Disaster Program (VME). As a partnering agency, this Memorandum of Understanding will clarify your responsibilities and those of RSVP. This agreement may be amended at any time with concurrence of both parties.

Agency Name: **City of Marshalltown**

Type of Agency (Check one): **X** **Public** ☐ **Private Not-for-profit** ☐ **Proprietary Health Care**

Address:

City/Zip:

Website Address:

Phone:

Fax:

Contact(s) for volunteer assignments: (Person(s) responsible for communicating with RSVP staff regarding Disaster Volunteer Management Activation:

Name/Title/Email Address:

Name/Title/Email Address:

Central Iowa RSVP (Retired and Senior Volunteer Program) will:

- 1.** Provide the infrastructure needed to manage, coordinate and activate community volunteers responding to a natural disaster and potentially a public health/public safety incident impacting the residents of Marshalltown.
- 2.** Provide City staff (as needed) with orientation to RSVP policy and procedures prior to activation of volunteers.
- 3.** Interview, screen, and activate appropriate volunteers for specific assignments.
- 4.** Accept specific volunteer requests made on behalf of the City of Marshalltown and mobilize individual and/or groups of volunteers accordingly.
- 5.** Coordinate current/emerging disaster volunteer needs and connect appropriate vetted groups of volunteer to meet those needs.
- 6.** Work in cooperation with local partners and other non-profits to recruit and activate volunteers to provide a variety of services that support tornado victims and their families.
- 7.** Serve on the long-term recovery committee to specifically address volunteer management needs.
- 8.** Coordinate with the City of Marshalltown (and Marshall County Emergency Management) to collect, collate and compile documentation of volunteer hours and resources.

The City of Marshalltown will:

- 1.** Request volunteers in accordance with the following federal guidelines (for RSVP volunteers only):
 - a.** Volunteers shall not engage in activities that would supplant the hiring of or result in the displacement of employed workers.

- b. Volunteers shall not conduct or engage in religious, sectarian, or political activities (i.e. providing religious instruction, engaging in proselytization as part of their duties, assisting with voter registration, or transporting voters to polling and election sites).
 - c. Volunteers shall not be excluded from participation or be denied benefits* on the grounds of race, creed, color, national origin, gender, political affiliation, or religious belief.
**Benefits include volunteer insurance coverage and mileage reimbursement provided by RSVP. Other benefits may be provided (to all volunteers) by the volunteer station but are not required.*
 - d. An RSVP volunteer shall not receive a fee for service from service recipients, their legal guardian, members of their family, or friends. No person, organization, or agency shall request or receive any compensation for services of RSVP volunteers.
2. Request RSVP VME activation in a timely manner, providing all pertinent information regarding specific assignments/needs.
 3. Provide information to RSVP regarding current and emerging volunteer needs.
 4. Acknowledge RSVP's role in the management of volunteers in disaster through publicity, social media, annual reports, community meetings, etc., provided that said acknowledgment shall be reasonably limited to the existing budgetary abilities of the City, as determined by the City in its sole discretion.
 5. When funds are reasonably determined by the City Council to be available, consider financial compensation to Central Iowa RSVP to offset personnel costs, travel expenses, space needs and other related disaster response costs.

Other Terms

1. It is agreed volunteers are strictly affiliated with RSVP and are not the employees of the City of
2. Marshalltown. Volunteers are recruited and managed strictly by RSVP. RSVP shall be responsible for all benefits, reimbursements, pay, workers' compensation benefits, and any other terms or conditions of the volunteers' employment or volunteer status. RSVP indemnifies and holds harmless the City for all such terms or conditions of employment.
3. The parties mutually agree to indemnify and hold harmless the other for their respective negligence and any damages resulting therefrom incurred to any volunteer or to third-parties.
4. This agreement shall be interpreted pursuant to the laws of the State of Iowa.
5. This is the complete agreement of the parties. If any portion of this agreement is determined to be
6. illegal in a court of law, all other portions of the agreement not in conflict with the court's ruling shall remain in full force and effect.

Entered into July 23, 2018

For the City of Marshalltown:

X Joel Greer, Mayor

Date:

Authorizing Name (Please Print) and Title

X

Authorizing Signature

Attested by:

Shari Coughenour, City Clerk

For Central Iowa RSVP:

X Kalen Petersen, Director

Date:

Authorizing Name (Please Print) and Title

X Authorizing Signature

This document last updated September 6, 2018

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: John Harding
Address of Business: 1213 E Madison St Marshalltown
Business Telephone: 641-750-3527
Owner(s) of Business: John P Harding
Home Address/
Telephone of Owners: 1313 E Madison St 641-750-3527
If incorporated, is business authorized to transact business in the State of Iowa? _____
Sales Tax Number: 164014905
If title is a trade name, has such name been registered? _____
Date of commencement of business: _____
Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
Yes _____ No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
<u>BUCKET TRUCK</u>		<u>John Harding</u>

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License
Date Insurance Certificate Received 8/3/2018

John P Harding
Applicant

Applicant

Date: _____
\$25.00 Fee paid _____

Approved by City Council on _____

City Administrator

7/98

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2018

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

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

PRODUCER

Fritz Insurance
PO Box 3957
Urbandale, IA 50323

CONTACT NAME: David Fritz
PHONE (A/C, No, Ext): 515-471-1301
E-MAIL ADDRESS: David@Fritzins.com
FAX (A/C, No): 515-724-7299

INSURED

John Harding
1313 E Madison St
Marshalltown, IA 50158

INSURER(S) AFFORDING COVERAGE

INSURER A : Pekin
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		CL0235254	08/04/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

City of Marshalltown

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

MARSHALLTOWN

— I O W A —

September 7, 2018

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 Interstate Power and Light Company for parcel 8317-05-200-005

Policy Issue: Interstate Power and Light Company (Alliant Energy) has a small sliver of land that was not annexed when the larger section was annexed several years ago. They will be selling the adjacent land to Martin Marietta and want to include this parcel.

Recommendation: A public hearing needs to be set for October 8, 2018. 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 now when Martin Marietta became involved.

Budget Impact: This annexation would bring property into the City. The current assessed value of the property is \$720.

Attachment: Application

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
08/15/2018	Application received
09/10/2018	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2 nd & 4 th Monday)
09/14/2018	Application mailed to County Board of Supervisors at least 14 business days prior to Council action. Mail certified copy on Friday 4 weeks prior, i.e. meeting on Monday, Nov. 23 rd = Certified mail sent Friday, Oct. 30 th)
09/14/2018	Notice of public hearing submitted to the newspaper 1 week prior to publication.
09/21/2018	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior, i.e. meeting on the Monday Nov. 23 rd = publication on Friday Nov. 6 th)
10/08/2018	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
10/12/2018	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
10/12/2018	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
	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: 0 Vacant Land	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8317-05-200-005	
Owner of Record: Interstate Power and Light Company	
Address of Owner of Record: 200 1st St. SE, Cedar Rapids, IA 52401	
Owner Phone: 319-786-8196	Owner E-mail: markwills@alliantenergy.com
Authorized Agent: -----NA	
Address of Authorized Agent: -----NA	
Agent Phone: -----NA	Agent E-mail: -----NA

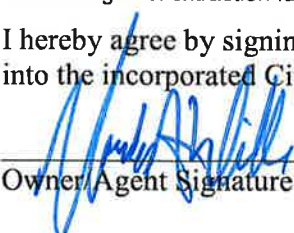
Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

Subject property is being sold to Martin Marietta Materials Real Estate Investments, Inc. (along with additional property to the north that is already inside the City Limits). The subject property (and surrounding property) is currently in row crop production. Martin Marietta is seeking a Special Use Permit (SUP) for permission to operate a sand and gravel extraction facility.

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

*Real Estate and
Right of Way
Representative*

8-14-18
Date

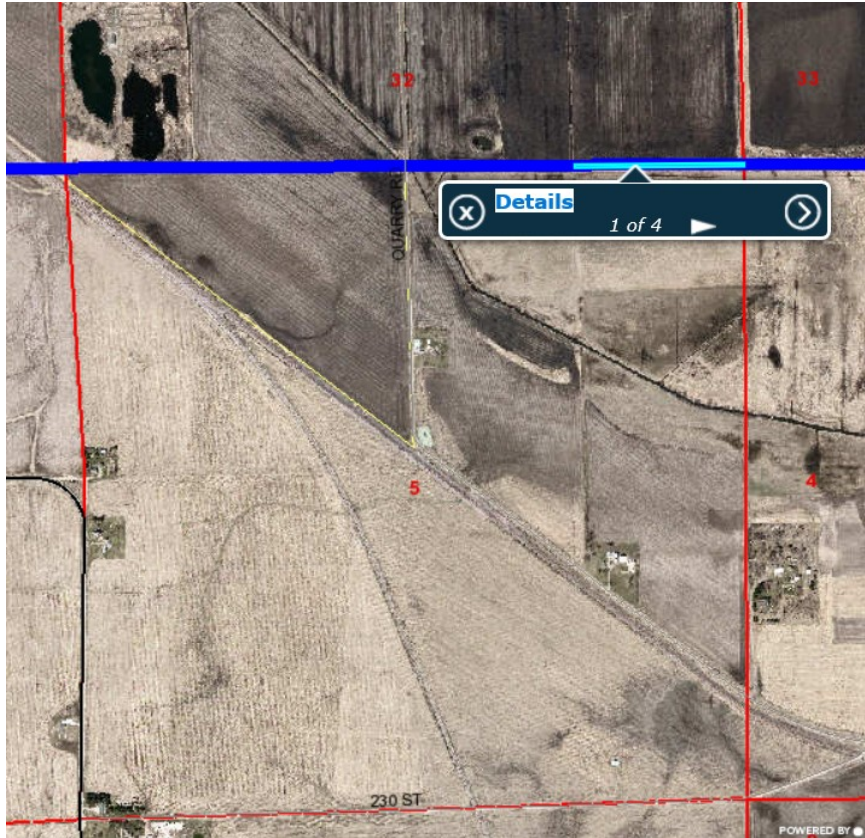
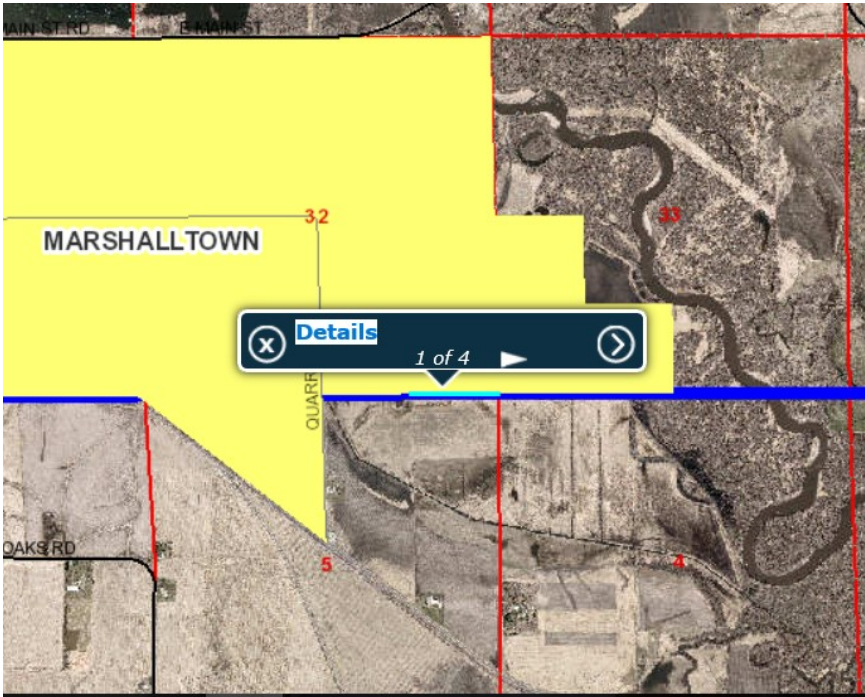
Owner/Agent Signature

Date

Owner/Agent Signature

Date

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

**RESOLUTION APPROVING THE PURCHASE OF A 3.95 ACRE PARCEL LOCATED ON EAST
SOUTHRIDE ROAD FOR \$88,500**

WHEREAS, the City of Marshalltown has identified a need for an additional access point into a growing subdivision, known as Cross Country Estates; and

WHEREAS, the community has known deficiencies in the number of single family homes available for rent or purchase; and

WHEREAS, a 3.95 acre parcel located on East Southridge Road addresses both roadway access issues and provides an opportunity for a new subdivision with developable lots for single family housing; and

WHEREAS, the 3.95 acre parcel is presently listed at \$92,000, with the City and the Seller agreeing to a purchase price of \$88,500; and

WHEREAS, the City Council finds this Purchase Agreement to be in the public's best interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor is hereby directed to sign the attached purchase agreement and any other documents necessary to purchase the 3.95 acre parcel for \$88,500; and

BE IT FURTHER RESOLVED, the funding for the purchase and the costs of a subdivision for the parcel shall come from the Council-designated portion of Local Option Sales Tax.

Passed this 10th day of September, 2018, and signed this _____ day of September, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)



When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) _____, and Brokerage's affiliated licensees (brokers and salespersons). The term "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Owner giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Owner.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☒ **1. SINGLE SELLER AGENCY.** **Single Seller Agency** exists when Brokerage and Owner enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Owner as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☒ **2. SINGLE BUYER AGENCY.** **Single Buyer Agency** exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies.

In Single Buyer Agency, Broker does not also represent the Owner in the transaction.

☐ **3. APPOINTED AGENCY.**

- Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Owner's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- In the event an Appointed Licensee personally represents both Owner and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agency (see 4. below).**

☒ **4. CONSENSUAL DUAL AGENCY.**

- When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Owner are not required to consent to dual agency.**

☒ **5. SELF REPRESENTATION.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Owner elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Owner as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. If representing themselves, a Self Representation Agency Confirmation and Acknowledgement shall be completed

Sections "B." through "E.", continued on page 2.

AGENCY /POLICY DISCLOSURE AND ACKNOWLEDGEMENT (Continued) Page 2 of 3

B. COOPERATIVE BROKERAGE ARRANGEMENTS. Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$_____) or (_____% percent of gross sale price) or (_____% percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

C. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a. Material adverse facts known by the party.
 - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c. Material adverse facts the disclosure of which is prohibited by law.
 - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

D. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE:** ☐ Broker/☐ Licensee (check applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:

NONE

E. DESCRIPTION OF BROKER'S SERVICES.

Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license.

NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.

F. GUIDELINES FOR OWNER AND BUYER.

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.**

If you do not understand this document, seek the advice of the legal counsel of your choice, before signing.

Print name of Owner/Seller	CITY OF MARSHALLTOWN by Joel Greer, Mayor Print name of prospective Buyer
Signature of Owner/Seller	9/11/18 Signature of prospective Buyer
Date	Date
Print name of Owner/Seller	Print name of prospective Buyer
Signature of Owner/Seller	Signature of prospective Buyer
Date	Date
For Seller's or Dual Agent Brokerage	For Buyers Brokerage



DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

(For in-house showings/sales when both parties are, or potentially are, "clients")



This Agreement is to be signed and confirmed by Buyer before signing Offer For Real Estate and confirmed by Seller before reviewing Offer For Real Estate when both parties are treated as "clients." A "client" means a party to a transaction who has an agency agreement with a broker for brokerage services. A "customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. **AGREEMENT BETWEEN** (Brokerage/firm) _____, hereinafter called "Broker," and

Owner(s) (print name per title) Joe and Diane Hunt, and/or Buyer(s) CITY OF MARSHALLTOWN by Joel Greer, Mayor

The terms "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. The term "Broker" shall also refer to Broker's affiliated licensees (brokers and salespersons).

B. RECITALS AND GENERAL CONDITIONS.

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances, Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. **Provisions that govern the actions of Broker acting as a dual agent:**
 - a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.
 - b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyers last written offer.
 - c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.

Owner/Seller and Buyer are not required to consent to dual agency.

4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent: (1) Treat the Owner and Buyer fairly and honestly; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property known to Broker; (5) Explain real estate terms and procedures; (6) Explain to the Owner and Buyer the benefits of having the property inspected; (7) Explain closing costs and procedures; (8) Help Owner and Buyer compare financing alternatives; (9) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10) Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11) Work diligently to facilitate the sale; and, (12) Receive notices for Owners and Buyers. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The proceeding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. **In providing said services, Broker shall do all of the following:**

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all **material adverse facts** (i.e., significant defects or negative circumstances) that the licensee knows except for the following:
 - 1) Material adverse facts known by the party.
 - 2) Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3) Material adverse facts the disclosure of which is prohibited by law.
 - 4) Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of the licensee that belongs to any party within reasonable time of receiving the property.
- e. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- f. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
- g. Place both clients' interests ahead of Brokers.
- h. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

5. **DESCRIPTION OF THE RESPONSIBILITIES AND RIGHTS OF OWNER AND BUYER.** In a dual agency situation, Owner and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Owner's property. **Owner and Buyer also acknowledge they understand that Broker's representing more than one party in a transaction can create a conflict of interest since both clients may rely upon Broker's advice, and the client's respective interests may be adverse to each other. Owner and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Owner and Buyer have the duty to protect their own interests and are advised by Broker to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Owner or Buyer have questions regarding the duties and responsibilities of Broker, those questions should be resolved before signing this document.**
6. **BINDING DOCUMENTS.** Owner and Buyer agree that whenever terms of this "Dual Agency Potential/Consent Agreement" contradict or conflict with their individual agency agreement with Broker, this Agreement shall supersede and prevail. When this Agreement is attached to an executed agency agreement or purchase agreement, it shall become a part thereof. Further, this Agreement shall be binding on heirs, assigns, executors and administrators of the parties hereto.
7. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner and/or buyer request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value.
8. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof shall constitute a binding agreement. The parties agree to confirm this Agreement by mail or personal delivery of the original signed Agreement between the parties. Owner/Buyer agrees to receive phone calls at Residence.

PART C should be completed by either (or both) Seller or Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client's property or acquiring confidential information.)

C. DUAL AGENCY POTENTIAL

- a. ☐ **SELLER / OWNER**
DUAL AGENCY POTENTIAL. Owner acknowledges that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Owner understands that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Owner acknowledges that when Broker presents detailed information or shows an Owner client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation.
Owner/Seller (agrees ☐) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Owner _____ **Date:** _____

Signature of Owner _____ **Date:** _____

If Brokerage becomes a Dual Agent for Property, Owner shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

b. ☒ **BUYER**

DUAL AGENCY POTENTIAL. Buyer acknowledges that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Buyer understands that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Buyer acknowledges that when Broker presents detailed information or shows an Owner Client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation.

Buyer (agrees ☒) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Buyer _____ Date: 9/11/18

Signature of Buyer _____ Date: _____

If Brokerage becomes Dual Agent for Property, Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

PART D shall be completed when Brokerage represents both Seller/Owner AND Buyer for a specific property and both the Buyer AND Seller/Owner acknowledge and Consent to Dual Agency prior to offer.

D. DUAL AGENCY CONSENT

For the Offer For Real Estate dated 9/11/18

Specific Property Address: E. Southridge Road Land (3.95 acres TO BE SURVEYED) Listing Agent: Kristin Polley

Owner(s) (per title): Joe and Diane Hunt hereinafter called "Seller."

Buyer(s): CITY OF MARSHALLTOWN by Joel Greer, Mayor Selling Agent: _____

- a. **The Seller and Buyer acknowledge** that Broker is undertaking a Consensual Dual Agency representation in the sale of the above specific property.

Buyer agrees _____ (initials) to dual agency representation in this transaction.

Seller agrees _____ (initials) to dual agency representation in this transaction.

- b. **Broker Compensation.** If the Buyer is paying Broker a fee or commission for this transaction, they will agree by separate document.

- c. **Termination of Negotiations or sale.** In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller's property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

By signing below, Owner/Seller and/or Buyer acknowledge and agree that Broker shall act as a Dual Agent as described above.

I (we) have read and understand this agreement and acknowledge receipt of a copy. This is a legally binding contract. If not understood, consult with the lawyer of your choice.

_____ Seller	_____ Time & Date	_____ Buyer	6:00 9/11/18 Time & Date
_____ Seller	_____ Time & Date	_____ Buyer	_____ Time & Date
_____ Listing licensee (for Broker)	_____ Time & Date	_____ Selling licensee (for Broker)	6:00 9/11/18 Time & Date



BUYER AGENCY AGREEMENT (BASIC)

(Broker Representation of Buyer)



THIS AGREEMENT is entered into by prospective BUYER(S) CITY OF MARSHALLTOWN by Joel Greer, Mayor

Hereinafter called "Buyer" and (Brokerage/Firm) _____, BUYER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The term "purchase" shall refer to purchase, lease, rent, exchange or option.

1. **REPRESENTATION AGREEMENT.** Buyer retains and authorizes Broker on a Non-Exclusive basis to locate and/or negotiate for the purchase of real property as may be acceptable to Buyer. By entering a Non-Exclusive contract Buyer is free to independently contract with other brokerages on a Non-Exclusive basis. Buyer understands Broker may, in the conduct of Broker's business, represent other prospective buyers. These other buyers may consider, make offers or purchase through Broker, the same or similar properties as Buyer is seeking to acquire. Buyer consents to Broker's representation of such potential buyers.
2. **BROKER'S (AGENT) OBLIGATIONS.** As the Buyer's Agent, Broker will use Broker's best efforts on behalf of Buyer to:
 - a. Offer counseling which benefits Buyer.
 - b. Expand the search for real property beyond Multiple Listing Service properties, to include, but not limited to: for-sale-by-owner properties, foreclosed properties, bank trust departments, and new construction.
 - c. Negotiate on Buyer's behalf and attempt to obtain the property Buyer wishes to purchase at the most favorable price and terms.
 - d. Represent Buyer on a confidential basis and not reveal personal and/or financial information to anyone, except the information which shows an Owner that Buyer is qualified to purchase Owner's property.
 - e. Disclose matters required by law, which are known, such as property condition, defects, material adverse facts, or other related matters affecting property value or desirability.
3. **BUYER'S (CLIENT) OBLIGATIONS.** Buyer agrees to:
 - a. Work with Broker for the purchase, lease, rental, exchange or option of real property.
 - b. Furnish Broker with relevant personal and financial information in order to establish Buyer's ability to purchase real property.
 - c. Use independent property condition inspections and hazardous materials inspections relevant to Buyer.
 - d. Pay for when due, all inspection services ordered by Broker at Buyer's request from outside sources, such as: surveys, soil tests, title reports, updated abstracts, pest inspection, engineering studies, property condition and hazardous materials inspections.
4. **DISCLOSURE OF BUYER'S IDENTITY.** Broker has Buyer's permission to disclose Buyer's identity to a third party. A written purchase offer signed by Buyer shall constitute consent to identify Buyer to seller. If Buyer desires to remain anonymous, Buyer and Broker shall agree in writing.
5. **BROKERAGE SERVICES ONLY.** Buyer acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Buyer is hereby advised to seek such other professional advice.** Buyer may verify any information that is important to Buyer by an independent investigation and/or independent inspector. **Buyer is advised to have property inspected by professional inspectors. The following minimum service shall be provided to the client.**
 1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
 2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
 3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
 4. Provide prospective buyers access to listed properties.
6. **MODIFICATION.** No modification of any of the terms of this Buyer Agency Agreement shall be valid or binding upon the parties, unless such modifications have first been put in writing and signed by the parties. This Buyer Agency Agreement constitutes the entire agreement between the parties, and supersedes any prior Buyer Agency Agreement, whether oral or written. Buyer and Brokerage may enter a separate Agency Agreement, such as Dual Agency, which ever agreement is entered into last shall govern.
7. **REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Buyer requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms and authorize REALTOR®/Broker to call, fax, and email residence.

BUYER AGENCY AGREEMENT (Continued)

8. **DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.** In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Broker and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a. Material adverse facts known by the party.
 - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c. Material adverse facts the disclosure of which is prohibited by law.
 - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

9. **DUTIES TO THE CLIENT.**

1. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection
2. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
3. Place clients' interests ahead of Brokers.
4. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

Buyer acknowledges and agrees that Broker and the Affiliated Licensee, whose signature appears below, represent only Buyer as Buyer's Agent when that licensee is the selling licensee and Broker is not also the listing agent of a property.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY BUYER.

Executed this 11 day of September at 6:15 ☐ a.m. ☒ p.m.

BROKER: I agree to render services to Buyer on the terms and conditions stated above.

BUYER(S): I (We) have read and understand this agreement and agree to the terms and conditions stated above.

BROKER

BUYER

By: _____
AFFILIATED LICENSEE

BUYER

ADDRESS

ADDRESS

TELEPHONE

TELEPHONE

EMAIL

jkinser@marshalltown-ia.gov
EMAIL

Optional

Listing Licensee if known _____

Owner/Seller _____



IMPORTANT INFORMATION ABOUT PURCHASING OR SELLING REAL ESTATE

REALTORS® provide this disclosure to give you information with which to make an informed decision on the purchase, lease, option or sale of real property. The term "Agent" shall refer to real estate agent. The term "Seller" shall refer to seller, lessor, or optionor. The term "Purchaser" shall hereinafter refer to buyer, lessee, or optionee.

_____, of, _____
 (REALTOR) (REAL ESTATE FIRM)
 _____, _____, _____
 2110 South Center Street Marshalltown IA
 (ADDRESS) (CITY) (STATE)

1. **LIMITED WARRANTIES.** In some instances a Seller may provide a limited warranty on residential property. The warranty is purchased from a warranty company. If the warranty is not offered by the Seller, the purchaser may choose to purchase a warranty prior to occupancy or control of the property, generally at the time of closing. The real estate firm may receive an administrative fee for processing the application. The firm listed above (☐ does) (☒ does not) receive a fee of \$_____ per application processed by it on its listings that offer a warranty.
2. **SELLER DISCLOSURE.** By Iowa law, the Seller of 1 to 4 unit residential property must complete a written property condition disclosure at the time of listing such property. The property condition disclosure is a statement of the status of the property to the best of the seller's current actual knowledge. It does not in any way constitute a guarantee or warranty against hidden problems or defects that may occur after settlement and after possession has been given to Purchaser. Nor does it guarantee or warrant that physical or mechanical problems won't develop after that time. This disclosure shall be delivered to a prospective Purchaser prior to the Purchaser signing an offer to buy.
3. **AGENT LIMITATIONS.** Agents are not required to discover hidden defects in a property or to give advice on matters outside the scope of their real estate license. Therefore, Agents do not warrant the physical or mechanical condition of any property, including but not limited to: basement water problems associated with ground water, surface water, sewer backup or sump pump malfunctions; freedom from hazardous materials or contaminations; pest infestations; roof leaks, structural soundness, heating and cooling systems or equipment; appliances; garage door openers; central vacuum systems or equipment; plumbing, water softening or filtering equipment; well pumps and systems; septic tanks and systems; electrical, etc. Further, Agents do not guarantee: against the presence of easements or encroachments, lot sizes, room sizes, square footage figures or present value. All of the above are factors that can only be determined by legal counsel, surveyors, appraisers, or other experts. The income potential or future value can only be estimated, and is NOT guaranteed.
4. **CONDITION OF PROPERTY.** The Purchaser has the option to include in an offer, a provision to employ, at Purchaser's expense, an expert or experts of Purchaser's choice to inspect the property and provide an analysis of its physical and mechanical condition, the presence of wood destroying or pest infestation, etc. The Purchaser normally will also have the ability to conduct a presettlement or preoccupancy final "walk through" inspection of the property, but this inspection may be limited by the contract. Please bear in mind that resale properties generally have some normal wear and tear.
5. **HAZARDOUS MATERIALS.** Hazardous materials could affect properties that are shown to potential Purchasers. Real Estate Agents do not have the technical expertise to advise anyone as to whether or not such materials are present. Information pertaining to hazardous substances is available from the United States Environmental Protection Agency (EPA), Iowa Department of Natural Resources (DNR) or the Iowa Department of Health. The Purchaser may wish to employ, at Purchaser's expense, an expert or experts of Purchaser's choice to inspect the property and to provide an analysis of possible hazardous materials within that property as a contingency of the purchase offer. Such materials may include, but are not limited to: asbestos, lead based paint, lead water pipes, radon gas, urea foam formaldehyde, and contaminated soil or water on the property.
6. **WATER PROBLEMS.** You should also be aware that even though there may have never been water problems on a property or in its basement that is no guarantee that they won't happen at some future time. Iowa is known for high ground water levels and heavy rainstorm. Given the right circumstances, no property is immune from such problems.
7. **NEW CONSTRUCTION.** If Purchaser or Seller chooses to build, the Agent may be able to assist with site selection and finding a contractor. The Agent may receive a commission or fee from the contractor. You are advised to enter into a separate written construction contract with the contractor which should set forth all of the terms, conditions and specifications of the property to be constructed. The Agent will not act as a construction manager and should not be expected to assume such a role as it is beyond the scope of the Agent's real estate license.

8. **MASTER PLANS AND PENDING ASSESSMENTS.** Prior to the execution of a contract, the Purchaser may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land uses, roads and highways, and the location and nature of proposed parks and other public facilities. This can be viewed at the various city and county planning offices and at some local libraries. The Purchaser may also check with the offices of the county or city engineer, city clerk and city or rural water offices for assessments that may not as yet, have been recorded at the county recorder's office. NOTE: Plans can and do change, therefore Buyers are encouraged to reinvestigate closer to transaction.
9. **LEGAL REQUIREMENTS.** Iowa law normally requires that in order to be enforceable, a contract for the sale or purchase of real property must be in writing. The form an Agent may utilize or recommend for your use can be modified to accommodate the needs of the parties. You have the right to retain and consult with the lawyer of your choice on suggested wording, modification or changes.
10. **FINANCING.** Mortgage application fees, rates and associated charges vary with financial institutions and the marketplace. The Purchaser will have the opportunity to select the lender and the right to negotiate terms and conditions of the loan. Such terms may be subject to Seller's approval and lender's requirements.
11. **DISCRIMINATION.** The Federal Fair Housing Act makes it illegal to discriminate against protected classes of individuals. Any Agent shall not discriminate against any individual on the basis of sex, race, color, national origin, religion, handicap, or familial status.
12. **RIGHT TO PRIVACY.** Without the consent of the Consumer, the Agent may not disclose certain information such as: willingness for the party to pay more or accept less for the property, motivating factors, financial terms, real estate needs, financial information, except the Seller's ability to sell and the Buyer's ability to buy are considered a material fact.

If the Purchaser or Seller have any questions regarding the roles and responsibilities of Real Estate Agents or about any other portions of this disclosure, please do not hesitate to ask for more information. Though this disclosure is believed to broadly cover most aspects of interest to the typical Purchaser or Seller, it may not be all inclusive as to particular concerns you may have. Such concerns, along with any of the disclosures of information contained herein, may be discussed with the lawyer of your choice.

ACKNOWLEDGEMENT

I/We have received, read and gone over this disclosure with the above named REALTOR® prior to or at the time specific real estate assistance was first provided. Receipt of a copy of this disclosure is acknowledged. **(Acknowledging receipt of this disclosure does not obligate you in any way.)** (Check "PURCHASER'S" or "SELLER'S" as appropriate below.)

CITY OF MARSHALLTOWN by Joel Greer, Mayor

PRINT PROSPECTIVE ☒ PURCHASER'S / ☐ SELLER'S NAME

SIGNATURE OF PROSPECTIVE ☒ PURCHASER / ☐ SELLER

6:20 9/11/18

TIME & DATE

PRINT PROSPECTIVE ☐ PURCHASER'S / ☐ SELLER'S NAME

SIGNATURE OF PROSPECTIVE ☐ PURCHASER / ☐ SELLER

TIME & DATE



OFFER FOR REAL ESTATE (Including Acceptance, Counter, or Rejection)



6:30
TIME

☐ a.m. ☒ p.m.

9/11/18

DATE OF OFFER

OFFICE USE ONLY:

OFFER ACCEPTED _____

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

A. AGENCY. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage _____

Seller's Brokerage _____

Dual Agent/Brokerage Five Star Real Estate Group

B. SELLER PROPERTY DISCLOSURE. If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (☐ has) (☐ will promptly) received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here ☒.

C. LEAD-BASED PAINT. If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (☐ has) (☐ has not) received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here ☒.

D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR® PERMISSION TO CALL. Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR®/Broker(s) to call, fax, and email residence.

1.	9/11/18	1.	
BUYER	DATE	SELLER	DATE
2.		2.	
BUYER	DATE	SELLER	DATE

II. OFFER TO: Joe and Diane Hunt (herein designated as Seller).

The undersigned CITY OF MARSHALLTOWN by Joel Greer, Mayor (herein designated as Buyer)

hereby offer to buy the real property situated in Marshalltown County, Iowa. Located at and briefly described as:

E. Southridge Road Property 3.95 acres to be surveyed, Marshalltown, Iowa.

and legally described as: _____

see abstract

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ 88,500

AS FOLLOWS: \$ 500.00 tendered by 9/12/18 earnest money to be held in trust by Five Star Real Estate Group

(☐ Seller's) (☐ Buyer's) (☒ both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

☒ (A) **CASH** to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds

☐ (B) **NEW MORTGAGE:** This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a

☐ Conventional

☐ ARM

☐ FHA

☐ RECD

☐ VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made a part of this contract.)

☐ Other _____

Mortgage for not more than _____% of the purchase price not to exceed _____% interest rate no later than _____.

☐ Seller ☐ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____% of the purchase price. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, seller responsible for seller side costs, buyer responsible for buyer side costs)

etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within _____ calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Contingencies Options: (Check all that apply):

- ☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.
- ☐ Both parties will await appraisal. Appraisal must be completed by this date: _____
- ☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☒ (E) **OTHER TERMS/CONTINGENCIES (i.e. any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.):** _____

[Offer contingent upon city council approval on 9/11/18](#)

[Offer contingent upon seller paid survey](#)

This agreement is also subject to the following terms and conditions:

1. TRUST PAYMENTS. All funds deposited as part payments shall be held by [Five Star Real Estate Group](#) in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of trustee, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

STATE OF IOWA

If agreed to by the broker, any interest on trust account shall be forwarded to the ~~Iowa Association of REALTORS Foundation, 2000 XXXXX XXXXX, or as directed and mutually agreed in writing by both Buyer and Seller.~~

2. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.

- All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.
- All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum – Offer for Real Estate" attached and made a part of this contract.

☐ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ _____ estimated annual tax.
- All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.
- All subsequent taxes and special assessments are to be paid by Buyer.
- Other mutually agreed upon terms – use Addendum

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before 11 ☒ a.m. or ☐ p.m. October 26, 2018 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Kristin Polley. Possession to be given at closing ☐ a.m. or ☐ p.m. _____, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Kristin Polley.
4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☐ is not) (☒ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. **For further information, Buyer should consult a lender and insurance carrier.**
6. **INCLUDED PERSONAL PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.
Please specifically list items - such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. - as included or excluded.

OTHER INCLUDED ITEMS: LAND ONLY

EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): _____

LAND ONLY

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
8. **DUTIES OF PARTIES:**
- Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s) .**
 - Seller and Buyer acknowledge that the Seller of real property must disclose in good faith MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's expense.** Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).
 - By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

Buyers _____, _____ **and Sellers** _____, _____ **acknowledge that they have read this page.**
(Initials) (Initials)

9. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. CONDITION OF PROPERTY.

- a.** The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

- ☐ i. Within _____ calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) declining to make any or all repairs in which case Buyer has the option to continue with purchase or (4) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1, 2 or 3 above), then buyer may, within 48 hours, declare this offer null and void and shall have the right to all payments returned.
- ☒ ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
- ☐ iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

- c.** If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

- d. New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within N/A calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed.

Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.

11. WOOD PEST INSPECTION. Buyer may request a pest control inspection by a licensed pest inspector within N/A calendar days after acceptance of this Offer, which shall be done at ☐ Seller's or ☐ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option and expense, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. SURVEY. Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

lands of others, such encroachments shall be treated as a title defect.

13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE -REAL ESTATE COMMISSIONS.

- a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the law.
- c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

14. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

15. ABSTRACT AND TITLE. Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and, if applicable, the title policy. If a title insurance policy will be utilized, Seller(s) will pay N/A % and Buyer(s) will pay N/A %. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

16. DEED. Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then _____ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

17. GENERAL PROVISIONS. In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. It is illegal for either the Seller/Owner or the Broker to refuse to display or sell to any person because of membership in a protective class, e.g.: race, color, religion, nation origin, sex, creed, sexual orientation, gender identity, physical or mental handicap, familial status, or any other class protected by Fair Housing Laws. In Illinois, ancestry, age, marital status, and any other class protected by article 3 of the Illinois Human Rights Act.

18. NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

19. ENTIRE AGREEMENT. This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

20. MEDIATION. In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

21. OTHER PROVISIONS. All other provisions, if any, shall be by addendum or amendment to this Agreement.

22. INDEMNITY: If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

23. ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 5 ☐ a.m. or ☒ p.m. September 13th, 2018 shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the lawyer of your choice.

RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES HERETO.

SIGNATURE OF BUYER CITY OF MARSHALLTOWN by Joel Greer, Mayor	SIGNATURE OF BUYER
PRINTED LEGAL NAME	PRINTED LEGAL NAME
ADDRESS Marshalltown, IA 50158	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	PHONE
BUYER TAXPAYER IDENTIFICATION NUMBER	BUYER TAXPAYER IDENTIFICATION NUMBER
BUYER ATTORNEY	BUYER EMAIL jkinser@marshalltown-ia.gov

Seller hereby (☐ accepts) (☐ counters) the above offer at _____ ☐ a.m. or ☐ p.m. _____.
 (☐ See attached counter offer) or (☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before _____ ☐ a.m. or ☐ p.m. _____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (☐ shall) (☐ shall not) continue to show this property for sale.

SIGNATURE OF SELLER	SIGNATURE OF SELLER
PRINTED LEGAL NAME	PRINTED LEGAL NAME
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE
SELLER SS# (Optional)	SELLER SS# (Optional)
SELLER ATTORNEY	ABSTRACT LOCATION
SELLER EMAIL	SELLER MORTGAGE WITH

☐ This offer formally rejected: _____

Time _____ ☐ a.m. or ☐ p.m.
 Date _____



I/We give Five Star Real Estate Group permission to use the documents that I/we have signed and sent electronically as our original documents.

Printed name: CITY OF MARSHALLTOWN by Joel Greer, Mayor

Signature: _____ Date: _____

Printed name: _____

Signature: _____ Date: _____

Certificate Of Completion

Envelope Id: 8F2157E16CC5427884DC13C7FB340EA5

Status: Sent

Subject: Contract for E. Southridge Road Land

Source Envelope:

Document Pages: 17

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kristin Polley

AutoNav: Enabled

2110 S. Center Street

Envelopeld Stamping: Enabled

Marshalltown, IA 50158

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kristin@fivestarhometeam.com

IP Address: 173.24.129.158

Record Tracking

Status: Original

Holder: Kristin Polley

Location: DocuSign

9/4/2018 2:49:40 PM

kristin@fivestarhometeam.com

Signer Events

Signature

Timestamp

CITY OF MARSHALLTOWN by Joel Greer, Mayor

jkinser@marshalltown-ia.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/4/2018 3:10:06 PM

Resent: 9/5/2018 2:22:27 PM

Viewed: 9/6/2018 6:33:52 AM

Electronic Record and Signature Disclosure:

Accepted: 9/5/2018 5:32:19 AM

ID: e26729c2-156d-41c5-9cd7-beff65532542

Kristin Polley

kristin@fivestarhometeam.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/5/2018 2:22:27 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Five Star Real Estate Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Five Star Real Estate Group:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kristin@fivestarthometeam.com

To advise Five Star Real Estate Group of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kristin@fivestarthometeam.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Five Star Real Estate Group

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kristin@fivestarthometeam.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Five Star Real Estate Group

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kristin@fivestarthometeam.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Five Star Real Estate Group as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Five Star Real Estate Group during the course of my relationship with you.

HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM
STOREFRONTS,CURTAINWALLS RESOLUTION APPROVING CONTRACT CHANGE
ORDER FOR THE POLICE & FIRE & GLAZING FOR FORMAN FORD
AN INCREASE OF \$18,104.00

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

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$653,072.00 is hereby accepted and approved.

Passed this 10th day of September 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-011

Date: July 18, 2018
To: BP 08-1 Forman Ford, Ryan Woodruff
Subject: Aluminum Door Stiles
Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

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

DESCRIPTION:

Per RFI #097 response from Prochaska and Associates, revise the exterior and vestibule aluminum doors listed to have 5" stiles in lieu of 3" stiles to accommodate the door hardware as specified.

Contractor:

BP 08-1 Forman Ford

Aluminum Door Stiles

Issued by Story Construction Co.

Authorized by:

Ethan Dix
Project Superintendent

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch



PROPOSAL REQUEST

Planning • Architecture • Engineering • Interiors • Facility Management

PROJECT: Marshalltown Police & Fire Headquarters

PR: 035

Project No.: 160308

DATE ISSUED: 07/18/18

DATE REQUIRED: 08/01/18

A. Proposed Change

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

B. Estimated Change

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

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

1. The Contractor(s)/Supplier(s) shall make the following modificationsprovide 5" wide stile doors in lieu of the specified 3" narrow stile doors in order to accommodate the specified lock systems at the following doors as discussed in RFI#97:

Doors: S-2A, F114B, F118B, P154B, P112B, P113B and P124B.

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

CONTRACTORS RESPONSEFrom: Contractor To: A/E

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

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

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

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

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

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

By: _____

Date: _____

A/E RECOMMENDATIONFrom: A/E To: Owner

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

By: _____

Date: _____

OWNER'S ACTIONFrom: Owner To: A/E

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

By: _____

Date: _____

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us



FormanFord

Professional Glazing and Façade Contractor

Job Name: Marshalltown Police and Fire Station HQ

Date: 7/26/2018

General Contractor: Story Construction

RFI or PR Description: CCD-011 Aluminum Door Stiles

Item Description	QTY	COST	TOTAL
MATERIAL			
Kawneer Insulclad 560 doors S-2A, P124B, P113B, F113B, P112B, F114B, P154B	1	\$13,208.00	\$13,208.00
Kawneer 500 wide stile doors at F114A & F118A			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	0%	\$0.00
	SUBTOTAL		\$13,208.00
SHOP LABOR			
Additional fabrication labor required	18	\$65.00	\$1,170.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	SUBTOTAL		\$1,170.00
FIELD LABOR			
Added loading, unloading, etc.	16	\$65.00	\$1,040.00
		\$65.00	\$0.00
		\$65.00	\$0.00
	SUBTOTAL		\$1,040.00
FREIGHT			
Freight	1	\$325.00	\$325.00
	SUBTOTAL		\$325.00
		TOTAL COST	\$15,743.00
		MARKUP	15%
		TOTAL	\$18,104

Lead time on Insulclad can be upwards of 12-16 weeks.

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR
HILSABEK SCHACHT, INC.
AN INCREASE OF \$677.00

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the
increased amount of \$1,096,795.00 is hereby accepted and approved.

Passed this 10th day of September 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Change Request Summary

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

CHANGE REQUEST NO.: **CR-039**

DATE: August 21, 2018

SUBJECT: **PR #034 – Lighting Changes**

PROPOSED CHANGE DESCRIPTION

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

1. Provide and install a drywall soffit in the corridor from General Storage P246 to Passage P216, w/bulkhead at intersection of passage P216 similar to Detail 5/A6.1. Bottom of soffit shall be at 8'-0" A.F.F.

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

1. Coordinate installation of return grille R-2 at General Storage P246 and Passage P216 with new soffit.

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

2. Provide and install revised light fixture T as shown on Supplemental Drawing E1.3b in lieu of light fixture B.

Provide all work in accordance with Change Request No. CR #039 dated July 26, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #034 from Prochaska & Associates.

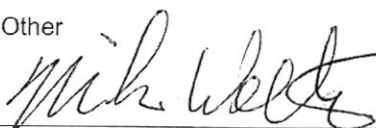
- Supplemental Drawing E1.3b

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
09-1	Gypsum Wall Assemblies	Hilsabeck Schacht, Inc.	\$ 677.00
26-1	Electrical, Communications & Security	DeVries Electric	\$1,973.61
Total			\$2,650.61

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

☒ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other

By: 	By: 	By: _____
Date: <u>8-21-18</u>	Date: <u>8/28/18</u>	Date: _____

cc: Field
File



1065 Sierra Ct NE Suite A
Cedar Rapids, IA 52402
P: 319-739-0860

QUOTE

Number TJOQ2397

Date Jul 16, 2018

Sold To

Marshalltown Fire and Police

909 South 2nd Street
Marshalltown, IA 50518

Terms

Net 30

Job Name

CR # 038

Qty	Part Number	Description	Ext. Price
1		Total Labor	\$462.00

Change order 38, Adding door P219. Existing box and power supplies have space available. Inteconnex will make head end terminations for Harmony lock provided by others, and programming in Access Control SMS.

Excludes

Cabling

All door hardware

Labor to install door hardware

Thanks for giving Inteconnex the opportunity to earn your business. This Quote is subject to and conditioned upon your acceptance of the Inteconnex Standard Terms and Conditions (www.inteconnex.com/inteconnex-standard-terms-conditions). Your signature constitutes acceptance. No amendment of such terms is permitted without the express, written agreement by Inteconnex. Any applicable Sales Tax not included.

Phone #	E-Mail	Web Site
319-739-0860	cbrandhorst@inteconnex.com	www.inteconnex.com

SubTotal \$462.00

Total \$462.00

Signature _____
Printed Name _____
Date _____
PO Number _____

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

Self Performed Work

Labor (attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)	\$	472.00
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$	100.00
Overhead and Profit - (15% max.)	\$	72.00
Subtotal	\$	644.00

Subcontractor Work

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

Bond	\$	0.00
GRAND TOTAL	\$	644.00

Company: Marshalltown Fire DepartmentDate: 7/26/18Signature: [Signature]Name: Tony Atchison

This is not a Change Order, a Construction Change Directive or a direction to proceed with the work described. An itemized proposal must be submitted to Story Construction Co. and approved by all parties before proceeding with the work described.

COPIES TO: Justin Nickel, City of Marshalltown
 Bill Huey, Prochaska and Associates
 Curt Field, Prochaska and Associates
 Mike Welter, Story Construction
 Ethan Dix, Story Construction
 Jace Christensen, Story Construction

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

A DECREASE OF \$630.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Tony's
Plumbing & Heating LLC for the labor and material for the POLICE & FIRE
HEADQUARTERS Project #BLD17001; and

WHEREAS a decrease is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the
decreased amount of \$1,817,586.00 is hereby accepted and approved.

Passed this 10th day of September 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Change Request Summary

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

CHANGE REQUEST NO.: **CR-037**

DATE: August 21, 2018

SUBJECT: **PR #031-ASI#22 Gas E-Stops**

PROPOSED CHANGE DESCRIPTION

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

1. Remove gas solenoid valve as shown on Sheet M1.1 in Room C205A and specified in Section 22-11-23.

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

1. Provide and install necessary wiring, contacts, relays, and accessories to wire the two emergency stop switches in Mech C205A to disable power to the three gas-fired boilers and two gas-fired water heaters and to close all gas valves upon activation of either emergency stop switch in accordance with CSD-1 and NFPA requirements.

Provide all work in accordance with Change Request No. CR #037 dated June 6, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #031 from Prochaska & Associates.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
22-1	Plumbing & Mechanical	Tony's Plumbing & Heating, LLC	(\$ 630.00)
26-1	Electrical Communications & Security	DeVries Electric	\$ 4,915.19
Total			\$ 4,285.19

Story Construction Co.
Contractor

Prochaska & Associates
Designer

City of Marshalltown
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

☐ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

☐ Other

☐ Other

☐ Other

By: Mike Wells

By: William R. Hays III

By: _____

Date: 8-21-18

Date: 8/28/18

Date: _____

cc: Field
File



PROPOSAL REQUEST

Planning • Architecture • Engineering • Interiors • Facility Management

PROJECT: Marshalltown Police & Fire Headquarters

PR: 031

Project No.: 160308

DATE ISSUED: 05/24/18

DATE REQUIRED: 06/08/18

A. Proposed Change

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

B. Estimated Change

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

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

1. The Contractor(s) and suppliers shall provide pricing for labor and materials to execute the revisions a-d to the two boiler & water heater emergency stops as noted in the attached ASI 022.

A. Include pricing from all sub-contractors & suppliers affected by this request.

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

CONTRACTORS RESPONSE From: Contractor To: A/E

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

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

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

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

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

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

By: _____ Date: _____

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

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

By: _____ Date: _____

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

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

By: _____ Date: _____

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us

From: ash.larsen@ferguson.com
To: ash.larsen@ferguson.com
Subject: Email Bid# B355265
Date: Monday, October 09, 2017 8:14:58 AM

Price Quotation # B355265

FERGUSON #1699

920 S HACKETT RD
WATERLOO, IA 50701-3556

Phone : 319-235-0222

Fax : 319-235-0444

Bid No.....: B355265	Cust Phone: 319-277-2750
Bid Date...: 10/09/17	Terms.....: NET 10TH PROX
Quoted By: ACL	Ship To.....: TONY'S PLUMBING & HEATING LLC
Customer.: TONY'S PLUMBING & HEATING LLC	5630 WESTMINSTER DRIVE
5630 WESTMINSTER DRIVE	CEDAR FALLS, IA 50613
CEDAR FALLS, IA 50613	

Cust PO#..: GAS SHUTOFF VALVES

Job Name.: MARSHALLTOWN

Item	Description	Quantity	Net Price	UM	Total
SP-8042D035	3/4" 2-WAY N/C SHUT OFF VLV 120/60	4	155.95	EA	623.82
	** 3-4 WEEK LEAD TIME **				

Subtotal:

Inbound Freight: \$0.00

Tax:

Order Total:

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless



ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

Planning • Architecture • Engineering • Interiors • Facility Management

TO: Ethan Dix
Story Construction
2810 Wakefield Circle
Ames, IA 50010-7707

DATE ISSUED: 04/23/18

FROM: Paul J. Ryan

PROJECT No.: 160308

PROJECT: Marshalltown Police and Fire
Headquarters

ASI No.: 022

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no Change in the Contract Sum or Contract Time.

DESCRIPTION:

1. Based on discussions with the Iowa State Boiler Inspector, the two emergency stops reflected in Mechanical C205A, and specified in the 5 and 6th paragraphs of the Natural Gas System Notes on Sheet M1.2, will be revised as follows:
 - a. In general, the two emergency stop switches shall be wired to disable power to the three gas-fired boilers and two gas-fired water heaters and close all gas valves upon activation of either emergency stop switch in full accord with CSD-1 and NFPA requirements.
 - b. In consideration of the above described, eliminate the installation and power to the electric gas solenoid valve shown in Mechanical C205A on Sheet M1.1 and Specified in Section 221123, Natural Gas Piping.
 - c. In the 5th paragraph of the Natural Gas System Notes on Sheet M1.2, eliminate the specified requirement for guards for the two emergency stop switches.
 - d. Electrical Contractor to connect emergency stops supplied by the Plumbing Contractor to shut off all boilers and water heaters in compliance with Item "a.". Power to the emergency stops can be tapped off the power supply to one of the boilers.

ATTACHMENTS:

ISSUED BY THE ARCHITECT/ENGINEER

Paul J. Ryan
(Signature)

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us



ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

Planning • Architecture • Engineering • Interiors • Facility Management

TO: Ethan Dix
Story Construction
2810 Wakefield Circle
Ames, IA 50010-7707

DATE ISSUED: 04/23/18

FROM: Paul J. Ryan

PROJECT No.: 160308

PROJECT: Marshalltown Police and Fire
Headquarters

ASI No.: 022

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no Change in the Contract Sum or Contract Time.

DESCRIPTION:

1. Based on discussions with the Iowa State Boiler Inspector, the two emergency stops reflected in Mechanical C205A, and specified in the 5th and 6th paragraphs of the Natural Gas System Notes on Sheet M1.2, will be revised as follows:
 - a. In general, the two emergency stop switches shall be wired to disable power to the three gas-fired boilers and two gas-fired water heaters and close all gas valves upon activation of either emergency stop switch in full accord with CSD-1 and NFPA requirements.
 - b. In consideration of the above described, eliminate the installation and power to the electric gas solenoid valve shown in Mechanical C205A on Sheet M1.1 and Specified in Section 221123, Natural Gas Piping.
 - c. In the 5th paragraph of the Natural Gas System Notes on Sheet M1.2, eliminate the specified requirement for guards for the two emergency stop switches.
 - d. Electrical Contractor to connect emergency stops supplied by the Plumbing Contractor to shut off all boilers and water heaters in compliance with Item "a.". Power to the emergency stops can be tapped off the power supply to one of the boilers.

ATTACHMENTS:

ISSUED BY THE ARCHITECT/ENGINEER

Paul J. Ryan
(Signature)

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us



CHANGE REQUEST

Story Construction
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT: **Marshalltown New Police and Fire
Station Headquarters
City of Marshalltown
Marshalltown, IA**

CHANGE REQUEST NO.: CR #037
DATE: June 6, 2018
SUBJECT: PR #031-ASI#22 Gas E-Stops

CONTRACTOR:

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

PROPOSED CHANGE - Please review the following proposed change and determine the impact on your work. This Change Request is intended to provide clarification and revisions to the Bid Packages listed below, however if you feel the proposed changed and/or attachments also impact your contract and result in a change to your scope of work, you are instructed to prepare a cost impact proposal. Responses and proposals are to be **submitted by no later than 12:00 p.m. on Wednesday, June 20, 2018**, to Story Construction. **Return to Story Construction Co., via uploading to Submittal Exchange in the Change Request Initial Log under your respective Bid Package Category.** Lack of response by this date will be considered no change in cost, and claims for additional cost or time for these changes will not be honored if submitted after this date.

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

1. Remove gas solenoid valve as shown on Sheet M1.1 in Room C205A and specified in Section 22-11-23.

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

1. Provide and install necessary wiring, contacts, relays, and accessories to wire the two emergency stop switches in Mech C205A to disable power to the three gas-fired boilers and two gas-fired water heaters and to close all gas valves upon activation of either emergency stop switch in accordance with CSD-1 and NFPA requirements.

Provide all work in accordance with Change Request No. CR #037 dated June 6, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #031 from Prochaska & Associates.

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

Self Performed Work

Labor (attach itemized breakdown of hours, rates, etc. per the above paragraph & the project specification)	\$	_____
Material (attach itemized breakdown of units, unit costs, etc. for each material per above paragraph & project specification)	\$	_____
Overhead and Profit - (15% max.)	\$	_____
Subtotal	\$	-624.00

Subcontractor Work

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

Bond	\$	-6.00
GRAND TOTAL	\$	-630.00

Company: Tony's P&HDate: 6/19/18Signature: M CaswellName: Michael Caswell

This is not a Change Order, a Construction Change Directive or a direction to proceed with the work described. An itemized proposal must be submitted to Story Construction Co. and approved by all parties before proceeding with the work described.

COPIES TO: **Justin Nickel, City of Marshalltown**
Bill Huey, Prochaska and Associates
Curt Field, Prochaska and Associates
Mike Welter, Story Construction
Ethan Dix, Story Construction
Jace Christensen, Story Construction



PROPOSAL REQUEST

Planning • Architecture • Engineering • Interiors • Facility Management

PROJECT: Marshalltown Police & Fire Headquarters

PR: 031

Project No.: 160308

DATE ISSUED: 05/24/18

DATE REQUIRED: 06/08/18

A. Proposed Change

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

B. Estimated Change

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

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

1. **The Contractor(s) and suppliers shall provide pricing for labor and materials to execute the revisions a-d to the two boiler & water heater emergency stops as noted in the attached ASI 022.**

A. Include pricing from all sub-contractors & suppliers affected by this request.

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

CONTRACTORS RESPONSEFrom: Contractor To: A/E

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

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

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

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

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

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

By: _____ Date: _____

A/E RECOMMENDATIONFrom: A/E To: Owner

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

By: _____ Date: _____

OWNER'S ACTIONFrom: Owner To: A/E

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

By: _____ Date: _____

PROCHASKA & ASSOCIATES

11317 Chicago Circle • Omaha, Nebraska 68154-2633

Telephone: (402) 334-0755

FAX: (402) 334-0868

E-Mail: mail@prochaska.us

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS
& SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF \$10,802.37

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,092,383.68 is hereby accepted and approved.

Passed this 10th day of September 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-038**
Marshalltown, IA
DATE: July 26, 2018
SUBJECT: PR #032-Door Hwd & Keying Mods

PROPOSED CHANGE DESCRIPTION

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

1. Delete Hardware Set #21, and add Hardware Set #21A, in lieu thereof to the Contract Documents.
2. Delete Hardware Set #22, and add Hardware set # 22A, in lieu thereof to the Contract Documents.
3. Delete Dr. P212 from Hardware Set #26 and add Dr. P212 with Hardware Set 26A to the Contract Documents, in lieu thereof.
4. Delete Dr. P145 from Hardware Set #32 and add Dr. P145 with Hardware Set 32A to the Contract Documents, in lieu thereof.
5. Delete Dr. P219 from Hardware Set #40 and add Dr. P219 with Hardware Set #40A to the Contract Documents, in lieu thereof. Contractor to provide and install EPT (Electronic Power Transfer).
6. Doors F147 & F150, and their accompanying door hardware shall swap locations. (No Charge)

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

1. Provide and install necessary power requirements and power supply for Door P219 with revised Hardware Set #40A.

Provide all work in accordance with Change Request No. CR #038 dated June 5, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #032 from Prochaska & Associates.

- Supplemental Hardware Schedule

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
06-1	General	Garling	\$ 2,325.00
26-1	Electrical, Communications & Security	DeVries Electric	\$ 2,288.76
Total			\$4,613.76

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

☒ Recommend Acceptance ☒ Recommend Acceptance ☐ Accepted

☐ Do Not Recommend Acceptance ☐ Do Not Recommend Acceptance ☐ Not Accepted

☐ Other ☐ Other ☐ Other

By: Mike Wells By: William R. Hays III By: _____

Date: 7-26-18 Date: 8/20/18 Date: _____

cc: Field
File



CHANGE REQUEST

Story Construction
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

PROJECT: **Marshalltown New Police and Fire
Station Headquarters
City of Marshalltown
Marshalltown, IA**

CHANGE REQUEST NO.: CR #038
DATE: June 5, 2018
SUBJECT: PR #032-Door Hwd & Keying Mods

CONTRACTOR:

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

PROPOSED CHANGE - Please review the following proposed change and determine the impact on your work. This Change Request is intended to provide clarification and revisions to the Bid Packages listed below, however if you feel the proposed changed and/or attachments also impact your contract and result in a change to your scope of work, you are instructed to prepare a cost impact proposal. Responses and proposals are to be submitted by no later than 12:00 p.m. on Tuesday, June 19, 2018, to Story Construction. Return to Story Construction Co., via uploading to Submittal Exchange in the Change Request Initial Log under your respective Bid Package Category. Lack of response by this date will be considered no change in cost, and claims for additional cost or time for these changes will not be honored if submitted after this date.

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

1. Delete Hardware Set #21, and add Hardware Set #21A, in lieu thereof to the Contract Documents.
2. Delete Hardware Set #22, and add Hardware set # 22A, in lieu thereof to the Contract Documents.
3. Delete Dr. P212 from Hardware Set #26 and add Dr. P212 with Hardware Set 26A to the Contract Documents, in lieu thereof.
4. Delete Dr. P145 from Hardware Set #32 and add Dr. P145 with Hardware Set 32A to the Contract Documents, in lieu thereof.
5. Delete Dr. P219 from Hardware Set #40 and add Dr. P219 with Hardware Set #40A to the Contract Documents, in lieu thereof. Contractor to provide and install EPT (Electronic Power Transfer).
6. Doors F147 & F150, and their accompanying door hardware shall swap locations. (No Charge)

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

1. Provide and install necessary power requirements and power supply for Door P219 with revised Hardware Set #40A.

Provide all work in accordance with Change Request No. CR #038 dated June 5, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached PR #032 from Prochaska & Associates.

- Supplemental Hardware Schedule



Change Request Summary

PROJECT: **Marshalltown Police & Fire Station Headquarters** CHANGE REQUEST NO.: **CR-035**
Marshalltown, IA

DATE: July 24, 2018

SUBJECT: PR #029 – Range Receptacles

PROPOSED CHANGE DESCRIPTION

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

1. Provide and install a GFI receptacle behind gas ranges in Rooms P154 and F117. Install at 18" AFF and connect to the circuit feeding the hood in each room.

Provide all work in accordance with Change Request No. CR #035 dated May 14, 2018, as prepared by Prochaska and Associates and Story Construction. In addition, reference the attached Proposal Request #029.

SUMMARY OF COST BREAKDOWN:

<u>BP#</u>	<u>Bid Package Name</u>	<u>Contractor</u>	<u>Amount</u>
26-1	Electrical, Communications & Security	DeVries Electric	\$1,624.81
Total			\$1,624.81

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

☒ Recommend Acceptance	☒ Recommend Acceptance	☐ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
☐ Other	☐ Other	☐ Other

By: <u><i>M. D. Wells</i></u>	By: <u><i>William R. Ziegler III</i></u>	By: _____
-------------------------------	--	-----------

Date: <u>7-25-18</u>	Date: <u>8/28/18</u>	Date: _____
----------------------	----------------------	-------------

cc: Field
File



DeVries Electric Inc.

Electrical Designing & Contracting

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

PROPOSAL REQUEST

July 10, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
CR #035R <Range Receptacles>

Jace:

Please see the enclosed change request CR #035R – provide and install receptacles behind gas ranges on GFI breakers per RFI#093 in Rooms P154 and F117. Install at 18" AFF and connect to the circuit feeding the hood in each room.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material:

\$409.43

- Labor

8.22 hrs.

Quantity	Item Name
30	3/4 EMT
4	3/4 EMT CONN
4	3/4 EMT COUP
2	4/S BOX
2	4/S SG MUD RING
2	BOX SUPPORT
6	3/4 EMT STRAP
2	1G SS DUPLEX PLATE
2	DUPLEX RECP
2	GFI BREAKERS QBGFEP1020
108	12 THHN CU
~	MISC. FASTNERS & TERMINATIONS

SUBCONTRACTORS:

- N/A

\$0.00



DeVries Electric INC.

Electrical Designing & Contracting

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

TOTAL MATERIAL ADD	\$	409.43
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	409.43
TOTAL LABOR ADD (8.22 hr. x \$72.54)	\$	596.28
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (2 hr. x \$89.50)	\$	179.00
PROJECT COORDINATOR (1 hr. x \$55.57)	\$	-
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	820.03
MATERIAL & LABOR SUBTOTAL	\$	1,229.46
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	12.28
TOOLS/EQUIP. (5% Lab.)	\$	41.00
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	13.49
SAFETY (2% Lab.)	\$	16.40
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	155.72
SUBTOTAL	\$	1,385.17
OVERHEAD FEE (15%)	\$	207.78
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	31.86
TOTAL	\$	1,624.81

Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

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

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager



De Vries Electric Inc.

Electrical Designing & Contracting

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

PROPOSAL REQUEST

July 16, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
CR #038 <PR #032 Door Hwd & Keying Mods>

Jace:

Please see the enclosed change request CR #038 – PR#032 Door Hwd & Keying Modifications Changes to provide and install wiring for added electrical shown on revised hardware schedule Per Story Construction. **Please note our Security contractor has indicated that this is one of those all in one locks that are provided by others.** The Electrolynx harness to lock is also by Door Manufacture. Power supply will be provided by Security contractor. Boxes welded in the door frame by others

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finish, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material

\$315.74

- Labor

9.77 hrs.

Quantity	Item Name
30	3/4 EMT
2	3/4 EMT CONN
3	3/4 EMT COUP
1	3/4 BUSHING
8	1/2 WP FLEX STEEL
4	1/2 WP FLEX CONN
1	4/S BOX
1	4/S SG BLANK
1	4/S SG MUD RING
1	BOX SUPPORT
5	3/4 EMT STRAP
2	DOOR CONN.
200	SEC. COMP. CABLE
~	MISC. FASTNERS & TERMINATIONS

SUBCONTRACTORS:

- Inteconex

\$462.00



DeVries Electric inc.

Electrical Designing & Contracting

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

TOTAL MATERIAL ADD	\$	315.74
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	315.74
TOTAL LABOR ADD (9.77 hr. x \$72.54)	\$	708.72
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (2 hr. x \$89.50)	\$	179.00
PROJECT COORDINATOR (1 hr. x \$55.57)	\$	55.57
ESTIMATOR (.5 hr. x \$89.50)	\$	44.75
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	988.04
MATERIAL & LABOR SUBTOTAL	\$	1,303.78
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	9.47
TOOLS/EQUIP. (5% Lab.)	\$	49.40
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	39.11
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	35.32
SAFETY (2% Lab.)	\$	19.76
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	225.60
SUBTOTAL	\$	1,529.38
OVERHEAD FEE (15%)	\$	229.41
SUBCONTRACTOR	\$	462.00
OVERHEAD FEE (5%)	\$	23.10
INSURANCE	\$	44.88
TOTAL	\$	2,288.76

Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

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

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager



DeVries Electric INC.

Electrical Designing & Contracting

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

PROPOSAL REQUEST

July 26, 2018

To: Story Construction
2810 Wakefield Circle
Ames, IA 50010

Attn: Jace Christensen

Re: Marshalltown Police & Fire Station HQ
909 South 2nd Street
Marshalltown, IA 50518
CR#039 - PR#034 - Lighting Changes

Jace:

Please see the enclosed change request CR#039 -PR#034 - Lighting Changes

Change includes deleting 3 Type B fixtures and install (1) Type T fixture.

This proposal also excludes, but not limited to; installing/supplying access panels/holes, painting/re-finishing, sheetrock/plaster patching or removal, replacing fireproofing, all damages to finishes including ceiling tile and grid, block/"soaps", wood backing, dumpster/haul-off costs, and/or final clean to be included by others.

ADD/DEDUCT:

- Material	\$1,359.00
- Labor	0.0 hrs.

Quantity	Item Name
-3	Type B Fixtures \$67.00EA
1	Type T Fixture \$1,560 EA
~	MISC. FASTNERS & TERMINATIONS



DeVries Electric INC.

Electrical Designing & Contracting

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

TOTAL MATERIAL ADD	\$	1,359.00
TOTAL MATERIAL DEDUCT	\$	-
SALES TAX EXEMPT	\$	-
MATERIAL SUBTOTAL	\$	1,359.00
TOTAL LABOR ADD (0 hr. x \$72.54)	\$	-
TOTAL LABOR DEDUCT (-0.00 hr. x \$72.54)	\$	-
PROJECT MANAGER (1 hr. x \$89.50)	\$	89.50
PROJECT COORDINATOR (1 hr. x \$55.57)	\$	55.57
ESTIMATOR (1 hr. x \$89.50)	\$	89.50
BIM/CAD	\$	-
LABOR SUBTOTAL	\$	234.57
MATERIAL & LABOR SUBTOTAL	\$	1,593.57
OTHER ITEMS:		
COORDINATION/LAYOUT/AS-BUILTS (1 hr. x \$72.54)	\$	72.54
EQUIPMENT	\$	-
RENTAL EQUIPMENT	\$	-
EXPENDABLE TOOLS (3% Mat.)	\$	-
TOOLS/EQUIP. (5% Lab.)	\$	11.73
FIRE/SOUND CAULKING (3% Mat. + Lab.)	\$	-
CLEAN-UP LABOR (2% Subtotal + Subcont.)	\$	-
SAFETY (2% Lab.)	\$	4.69
TESTING/START-UP/CXM	\$	-
PERMITS/INSPECTIONS	\$	-
COREDILLING	\$	-
FREIGHT	\$	-
FUEL/TRAVEL	\$	-
TONER TRUCK DELIVERY	\$	-
STORAGE	\$	-
SHOP LABOR	\$	-
DRAWINGS/CAD PLOT/XEROX	\$	-
OTHER ITEMS SUBTOTAL	\$	88.96
SUBTOTAL	\$	1,682.53
OVERHEAD FEE (15%)	\$	252.38
SUBCONTRACTOR	\$	-
OVERHEAD FEE (5%)	\$	-
INSURANCE	\$	38.70
TOTAL	\$	1,973.61

Please provide written direction (approval or rejection) within 14 days of submission of above reference proposal. If approved, please provide a written change order within 30 days from written direction of approval. If written direction and/or change orders are not met within given timelines above, it could result in null and void proposals.

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

Sincerely,
DEVRIES ELECTRIC, INC.

Derek Van Dyke

Derek Van Dyke
Project Manager

Cc: DVV, SDV, File

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

AN INCREASE OF \$2,295.00

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,234,184.00 is hereby accepted and approved.

Passed this 10th day of September 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-009

Date: July 17, 2018
To: BP 06-1 Garling Construction, Kendall Meyerann
Subject: New frame for door opening C106A
Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

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

DESCRIPTION:

Provide a new door frame for opening C106A to accommodate the increased wall thickness to a 6" stud wall in lieu of a 3-5/8" stud wall.

Contractor:

BP 06-1 Garling Construction

New frame for door opening C106A

Issued by Story Construction Co.

Authorized by:

Ethan Dix
Project Superintendent

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch



General Contractors

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

COR #. 0017

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Wednesday, July 25, 2018
Project: Marshalltown Police & Fire Change order for door frame changes for C106A. Labor- no change Material: Doors Inc- \$230.00 (revised frame C106A for 6" stud wall framing) OH & P (15%)- \$34.50 Bond (2%)- \$5.29 Total: \$269.79		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00023	Bond 2%	Other Expense			5.29	0.00	\$5.29
00023	Doors Inc- Email dated 07/17/2018	Door Frame for 6" Stud Wall	1	230.00	230.00	15.00	\$264.50

PROPOSAL SUMMARY

Other Expense \$5.29
 \$264.50
Net Costs \$269.79

Proposal Total \$ 269.79

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x Kendall Meyeraan Date: 07/24/2018
 Kendall Meyeraan, Project Manager



GENERAL CONTRACTORS SINCE 1971

Marshalltown Police and Fire Station Headquarters
07-24-18
CCD 009

Door Frame C106A Change:

Labor:

No Change

Materials:

Doors Inc.: Revise Frame C106A for 6" Stud Wall Framing: = \$ 230.00

Total Materials = \$ 230.00

TOTAL for CCD 009:

Garling Construction	= \$ 230.00
OH & P for Garling Const. (15%)	= \$ 34.50
Bond (2%)	= \$ 5.29

TOTAL (actual) = \$ 269.79

TOTAL (rounded off) = \$ 270.00



mjonesahc@doorsinciowa.com

From: Kendall Meyeraan <kmeyeraan@garlingconstruction.com>
Sent: Tuesday, July 17, 2018 2:21 PM
To: Marv Jones (mjonesahc@doorsinciowa.com)
Subject: FW: Marshalltown P & F - CCD 009 New Frame for Door Opening C106A
Attachments: CCD-009 C106A Opening.pdf

Marvin,
As I had noted in my previous e-mail, please find the attached construction change directive to change the door frame C106A to accommodate the change in the wall framing to 6" stud wall framing. Again, if you have any questions regarding this item please contact me. Thank you.

From: Rebecca Lensch [<mailto:rlensch@storycon.com>]
Sent: Tuesday, July 17, 2018 1:55 PM
To: Kendall Meyeraan
Cc: Jace Christensen
Subject: Marshalltown P & F - CCD 009 New Frame for Door Opening C106A

Kendall,

Please see the attached CCD-009 - New Frame for Door Opening C106A. Please review and proceed accordingly. If you have any questions, please contact Jace Christiansen at 515-291-8234.

Thank you,



Rebecca Lensch | Project Assistant
515.817.2601 office | 515.232.0599 fax | rlensch@storycon.com
2810 Wakefield Circle | Ames, Iowa 50010-7707 | www.storycon.com

FRAME 180⁰⁰
FREIGHT 50⁰⁰

230⁰⁰ + TAX, IF APPLICABLE

7/19/2018
DOORS, INC.
Marvin Jones

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#7-1 MEMBRANE ROOFING AND WALL
PANELS FOR BLACK HAWK ROOF COMPANY
AN INCREASE OF \$3,163.65

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

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

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$572,886.39 is hereby accepted and approved.

Passed this 10th day of September 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-010

Date: July 17, 2018
To: BP 07-1 BlackHawk Roofing, Michael Kelly
Subject: Bond Breaker at Parapet
Re: **Marshalltown Police & Fire Station Headquarters**
City of Marshalltown
Marshalltown, Iowa

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

DESCRIPTION:

At all parapet locations with treated blocking, provide a layer of 30# roofing felt as a bond breaker to the metal stud framing. Remove and reinstall blocking as necessary.

Contractor:

BP 07-1 BlackHawk Roofing

Bond Breaker at Parapet

Issued by Story Construction Co.

Authorized by:

Ethan Dix
Project Superintendent

City of Marshalltown
Justin Nickel, Director of Public Works

cc: Mike Welter
Jace Christensen
Rebecca Lensch

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



CCD010 Bond Breaker at Parapet

Labor

36 hours at \$78.00/ per hour
Total: \$2,808.00

Matieral

1 pail of PVC bonding adhesive at \$135.00/ per pail
2 rolls of bond breaker at \$35.00/ per roll
Total: \$205.00

Mark-up 5%:150.65

Total:\$3163.65



August 31, 2018

Mr. Justin Nickel, P.E.
Public Works Director
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50518

RE: Marshalltown Police & Fire Headquarters Project

Dear Justin,

Story has reviewed the attached Change Requests and recommends approval and incorporation into the appropriate Bid Packages.

Change Requests Required by Scope & Design Changes

<u>Change Request #</u>	<u>Description</u>	<u>Dollar amount</u>
CCD-009	New Frame for Door Opening C106A	\$ 270.00
CCD-010	Bond Breaker at Parapet	\$ 3,163.65
CR-035	PR #029 Range Receptacles	\$ 1,624.81
CR-037	PR #031 -ASI #022 Gas E-Stops	\$ 4,285.19
CR-038	PR #032 – Door Hwd. & Keying Mods	\$ 4,613.76
CR-039	PR #034 -Lighting Changes	\$ 2,650.61
CR-042	PR #025-Aluminum Door Stiles (CCD 011)	\$ 18,104.00
	TOTAL	\$ 34,712.02

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

MW:rl

enc: Change Request Summaries

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 7 BUILDINGS AND BUILDING REGULATIONS, ARTICLE III DANGEROUS BUILDINGS, OF THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, 2013

Be it enacted by the Council of the City of Marshalltown, Iowa, that Chapter 7, BUILDINGS AND BUILDING REGULATIONS, ARTICLE III DANGEROUS BUILDINGS is amended as follows:

Chapter 7, Buildings and Building Regulations, Article III, is amended as follows:

1. Section 7-30 is amended as follows:

It is the purpose of the provisions of this article to provide a just, equitable, and practicable method, whereby buildings and structures may be required to be repaired, removed, vacated, or demolished when the buildings or structures, from any cause, endanger the life, limb, health, morals, property, safety, or welfare of the general public or the occupants of the buildings. The provisions of this article shall apply to all dangerous buildings, as defined in this article, which are in existence or which may be constructed in this city. All buildings or structures, which are required to be repaired under the provisions of this article, shall be subject to the provisions of the Building Code.

2. Section 7-31 is amended as follows:

Sec. 7-31. Definitions. For the purpose of this article, *Dangerous building* means any building or structure which has any or all of the following conditions or defects, provided that such conditions or defects exist to the extent that the life, health, property, or safety of the public or the occupants of the building or structure are endangered whenever:-

- a.) Any portion or member or appurtenance thereof is likely to fail or to become detached or dislodged or to collapse and thereby injure persons or damage property;
- b.) Any portion thereof has wracked, warped, buckled, or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction;
- c.) The building or structure or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement, or instability of any portion of the ground necessary for the purpose of supporting such building or portion thereof; the deterioration, decay, or inadequacy of its foundations beyond repair; or any other cause, is likely to partially or completely collapse;
- d.) For any reason the building or structure or any portion thereof is manifestly unsafe for the purpose for which it is being used;
- e.) The exterior walls or other vertical structural members list, lean, or buckle more than two degrees or to an extent that upon inspection it is determined that the exterior walls or other vertical structural members are beyond repair or create an unsafe condition;

- f.) The building or structure or any portion thereof has been so damaged by fire, wind, earthquake, flood, or any other cause, or has become so dilapidated or deteriorated as to become an attractive nuisance; to become a harbor for vagrants, criminals, or immoral persons; to enable persons to resort thereto for the purpose of committing unlawful or immoral acts; or to create a haven for rodents, snakes, and/or other vermin;
- g.) A building or structure or portion thereof, used or intended to be used for dwelling purposes, because of inadequate maintenance; dilapidation; decay; damage; faulty construction or arrangement; inadequate light, air, or sanitation facilities; or otherwise is determined by the health officer to be unsanitary, unfit for human habitation, or in such a condition that it is likely to cause sickness or disease;
- h.) Any building or structure or portion thereof, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire resistive construction, faulty electric wiring, gas connections, heating apparatus, or any other cause, is determined by the fire marshal to be a fire hazard;
- i.) Any portion of a building or structure remains on a site after the demolition or destruction of the building or structure, or any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public;
- j.) Any door, aisle, passageway, corridor, stairway, or other means of egress in is so warped, worn, loose, torn, or otherwise unsafe so it would not provide safe and adequate means of egress in case of fire or panic;
- k.) Any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to an extent that the structural strength or stability thereof is materially less than it was before the catastrophe;
- l.) Any building, structure, or portion thereof is in violation of Chapter 15.5 so as to constitute such building, structure, or portion thereof an unsafe condition;
- m.) Any building or structure is in a condition as to constitute a public nuisance or hazard.

3. Section 7-32 subsections (a)-(d) are amended as follows:

Sec. 7-32. Procedure and rules.

- a.) The Building Official or his or her designee is hereby authorized to enforce the provisions of this Building Code.
- b.) The Building Official or his or her designee are authorized to make such inspections and take such actions as may be required to enforce the provisions of this Building Code.
- c.) Whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the Building Official or his or her designee has reasonable cause to believe that there exists in any building or upon unsafe, dangerous, or hazardous conditions, the Building Official or his or her designee, upon presentation of proper credentials to the property owner and/or occupant, may enter such building or premises at all reasonable times to inspect the building or premises or perform any duty imposed upon the Building Official or his or her designee by this Code of Ordinances. Building Official or his or her designee may apply for an administrative search warrant to the Iowa District Court for Marshall County, pursuant to Iowa Code § 808.14. No owner or

occupant or any other person having charge, care, or control of any building or premises shall fail or neglect, after presentation of a search warrant, to promptly permit entry therein by the Building Official or his or her designee for the purpose of inspection and examination pursuant to this article. Any person violating this section shall be guilty of a municipal infraction.

All buildings, structures, or portions thereof which are determined after inspection by the Building Official or his or her designee to be dangerous as defined in this article are declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal.

4. Section 7-32 subsections (e) and (f) are repealed in their respective entireties and replaced and superseded by the following:

- d.) The Building Official shall examine or cause to be examined every building or structure or portion thereof reported as dangerous or damaged and, if such is found to be an unsafe building as defined in this article, the Building Official shall give to the owner of such building or structure written notice stating the defects thereof and ordering the abatement of such defects ("Notice of Dangerous Building and Order to Abate"). This notice may require the owner or person in charge of the building or premises, within a reasonable time as the circumstances require, as determined by the Building Official in his or her discretion, to commence the required repairs or improvements or demolition and removal of the building or structure or portions thereof, and all such work shall be completed within the time provide in the notice. If necessary, such notice shall also require the building, structure, or portion thereof to be vacated forthwith and not reoccupied until the required repairs and/or improvements are completed, inspected, and approved by the Building Official. Said notice shall also advise the property owner of the right to request a hearing before the Board of Appeals by filing a written request for hearing within ten days of the service of the notice and that failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

(Iowa Code Sec. 364.12(3)(c))

- e.) In an emergency, the City may abate a dangerous building without prior notice and assess the costs as provided in Section 7-37 after notice to the property owner and hearing.

(Iowa Code Sec. 364.12(3)(h))

5. Section 7-33 is repealed in its entirety and replaced and superseded by the following:

Section 7-33. Service of Notice and Orders of Building Official. Notice Served. The notice in Sec. 7-32 shall be served by certified mail or personal delivery to the property owner as shown by the records of the county auditor. Nothing in this section shall be construed to prohibit the use of any other manner of service allowable under the Iowa Rules of Civil Procedure.

(Iowa Code Sec. 364.12(3)(h))

6. Section 7-34 is repealed in its entirety and replaced and superseded by the following:

Sec. 7-34. Appeal. Any person entitled to service under Section 7-32 may appeal from any notice and order or any action of the Building Official or his or her designee under this article by filing a notice of appeal at the office of the Building Official on the form supplied for the filing purposes. The appeal shall be filed within ten days from the date of service of the order or action of the Building Official or his or her designee. Upon receipt of any appeal filed pursuant to this section, the Building Official or his or her designee shall present it to the Board of Appeals.

- a.) As soon as practicable after receiving the written appeal, the Board of Appeals shall fix a date, time, and place of hearing. Said hearing shall be not less than five (5) days nor more than twenty (20) days from the date the written notice of appeal is filed.
- b.) Failure of any person to file an appeal in accordance with the provisions of this article shall constitute a waiver of rights to an administrative hearing and adjudication of the notice and order or any portion thereof.
- c.) Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.
- d.) After hearing all testimony, the Board of Appeals shall have 15 days to issue a decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. The decision shall be served on the appellant by certified mail, return receipt requested.

7. Section 7-35 is repealed in its entirety and replaced and superseded by the following:

Sec. 7-35. Posting of Signs.

- a.) The Building Official shall cause to be posted at each entrance to a dangerous building a notice reading:
“DANGEROUS BUILDING. DO NOT OCCUPY.
It is a municipal infraction to occupy this building, or to remove or deface this notice.
Building Official, City of Marshalltown.”
- b.) Such notice shall remain posted until the required repairs, demolition, or removal are completed. Such notice shall not be removed or defaced until the repairs, demolition, or removal ordered by the Building Official have been completed, and no person shall enter the building except for the purpose of making the required repairs or of demolishing the dangerous building.
- c.) Failure to comply with this section shall be a municipal infraction, with each day the violation continues a separate offense.

8. Section 7-36 is repealed in its entirety and replaced and superseded by the following:

Sec. 7-36. Right to Abate. If the property owner fails, neglects, or refuses to comply with the notice to repair, rehabilitate, or to demolish and remove the building or structure or portion thereof, the City may perform the required action.

(Iowa Code Sec. 364.12(3)(h))

9. Section 7-37 is repealed in its entirety and replaced and superseded by the following:

Sec. 7-37. Costs. Any and all costs incurred pursuant to this article, for the removal, repair, demolition, or dismantling of a dangerous building or structure from private property may be certified to the County Treasurer for property assessment and collection as taxes and/or the City may obtain a personal judgment against the property owner.

SECTION III

Any section(s) of this Code of Ordinance in conflict with these provisions shall be repealed.

SECTION IV

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjunction shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION V

This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2018.

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 2018.

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: September 7, 2018
RE: Sale of 22 N. Center Street

Attached with this memo is a draft Request for Proposal document to accept proposals for the sale and future use of 22 N. Center Street, which is the Police Station. This is written using a process outlined in Chapter 403 of Iowa Code, which is related to urban renewal areas. This property is located in the Downtown Urban Renewal Area.

The reason for selecting the disposal process allowed under Chapter 403 instead of the typical process outlined in Iowa Code 364.7 is to give the City Council the flexibility to make a choice of on a future use that best fits Downtown and a use that best fits a location next to the offices of most of our City departments. Typically the Council would have to accept the highest bid; this process allows for consideration of other factors besides cost to determine what is in the public's best interest.

From the text, you can see that it is very basic in what is requested about a future use, organizational information, investment in the building, etc. Once proposals are received, we will have to hold a public hearing 30 days following the acceptance of a proposal, which pushes the timeline out into November, as you note below.

- | | |
|---------------------------------------|---|
| • Tuesday, September 11 th | Issue the Request for Proposal |
| • Friday, September 28 th | Proposals Due at 12:00PM CST |
| • Monday, October 8 th | Council Review and Selection of Proposal |
| | Motion to set a public hearing (disposal of property) |
| • Monday, November 12 th | Hold public hearing |
| | Council considers a purchase agreement |

I would propose a small group of Council members (less than a quorum) and staff review the proposals received and make a recommendation to the entire City Council on the October 8th agenda.

There are other cost considerations for the Council as part of the sale of this building. These are currently budgeted in the fiscal year beginning July 1, 2019, but we could utilize a combination of insurance proceeds and TIF funds on hand to make these changes (along with the demolition of the Annex) as part of this current fiscal year.

Elevator	~\$100,000	Elevator is shared between the City Hall and the Police
----------	------------	---

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



		Station; ADA upgrades required by 2020. A shared maintenance agreement will be required as part of the sale.
HVAC	\$80,000	Boiler system is located in the Police Station; propose keeping it there and adding a new forced air system to City Hall to enhance energy efficiency of the building.
Hot Water Heater	\$1,000	Currently located in the Police Station; propose keeping it there with a new hot water heater installed in City Hall.
Generator	TBD	If the purchaser would like to have the facility on a backup generator system, we would require a maintenance agreement for this as part of the sale. Other items related to the generator would have to be worked through as well.
Access Restrictions	\$2,000	Shared doorways in the basement of the buildings, which would need to be walled off or set up with code-restricted doors. Pipes between the Annex and Police Station would need to be re-routed if necessary.

In 2015, some cost estimates to demolish the building along with addressing the items above was compiled, totaling around \$746,000. Selling the building and making the necessary improvements to City Hall at a cost of around \$183,000 is the most cost effective option at this point.

Therefore, I am recommending a motion to proceed with issuing the attached Request for Proposal for the Sale of 22 North Center Street.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, 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
Fax - (641) 754-5717

REQUEST FOR PROPOSAL FOR PURCHASE AND USE OF 22 NORTH CENTER STREET

The City of Marshalltown is accepting proposals for the sale of the building located at 22 North Center Street, which currently serves as the Police Department's offices. The Police Department will be vacating the building in early 2019, and the City of Marshalltown desires to dispose of the property to an entity that presents a use that is in the public's best interest.

Parcel ID:	8418-26-381-003
Legal Description:	South 40 feet of Lots 1-3 of Block 9 of the Town of Marshall
Lot Area:	0.17 Acres
Building Area:	13,920 square feet, 2 Story with a basement
Current Zoning:	Central Business District

If interested in acquiring the property, please submit a proposal to the City of Marshalltown containing the following information:

1. **Overview of Organization-** please provide the following information:
 - a. Firm name and business address, including telephone number and email contact.
 - b. History of the firm.
 - c. Description of the type of business conducted.
 - d. Identify the state in which the firm was organized or incorporated.
 - e. Type of ownership, and name and location of parent company and subsidiaries, if any.
 - f. Number of full-time employees. Part-time employees or consultants routinely engaged by the firm may be included if clearly identified as such.
 - g. Financial stability and/or outlook.
2. **Use of Property-** please provide information on how the organization will intend to use the property and what sort of parking demands the use is likely to generate.
3. **Intended Improvements-** please provide a list of intended improvements and estimated dollar values for those improvements.
4. **Purchase Price-** please provide a dollar amount which you are offering for the purchase of the building.

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



The City Council will evaluate the proposals received based on what is the in public's best interest.

Sealed proposals must be submitted no later than **Friday, September 28th at 12:00pm CST** to the following:

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

Emailed proposals will not be accepted. Proposals received after the due date and time will not be accepted. The City reserves the right to reject all proposals.

The following timeline is proposed for the selection of a proposal and finalization of an agreement:

- | | |
|---------------------------------------|---|
| • Tuesday, September 11 th | Issue the Request for Proposal |
| • Friday, September 28 th | Proposals Due at 12:00PM CST |
| • Monday, October 8 th | Council Review and Selection of Proposal |
| | Motion to set a public hearing (disposal of property) |
| • Monday, November 12 th | Hold public hearing |
| | Council considers a purchase agreement |

A Purchase Agreement will be supplemented by an agreement on other building related issues, like a shared elevator system and generator system.

For questions about the proposal process, please contact Jessica Kinser, City Administrator, jkinser@marshalltown-ia.gov, or 641-754-5799. To schedule a tour of the building, please contact Chief Mike Tupper, mtupper@marshalltown-ia.gov, or 641-754-5771.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, 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
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: September 7, 2018
RE: Funding for Construction Manager

The Long Term Recovery Committee (LTRC) has formed with eight different subcommittees addressing a variety of areas. This group is committed to assisting all affected Marshalltown families to achieve a full recovery from the July 19th tornado as quickly and efficiently as possible. The City is an at-large representative on this group, and has staff participating at the subcommittee level.

The last meeting of the LTRC had a lot of discussion around the need for a person/firm to determine and coordinate the repairs to property which are under or uninsured. This position of Construction Manager would be responsible for assessing the repair needs of a property, estimate costs for labor and materials (determining where volunteers could assist), and ultimately coordinate the work and ensure it was done properly. This will be a key role in helping repair damaged homes. There will also be a cost for this service and as of now there are no funds to support such a position or contract.

The Council did not designate all of the Local Option Sales Tax (LOST) which could be designated in the current fiscal year. Specifically, there was around \$490,000 in the current fiscal year, which could be utilized. I would like to propose that the Council pledge up to \$50,000 to assist with the expense of a Construction Manager. This would be providing those funds to another entity who would have the relationship with the person or firm and not contracting this person or firm through the City. This is a way in which the City can help jump start the housing improvements needed as part of this recovery. Once someone is on board and more of a scope of work is needed, we can re-evaluate the financial impact for the long term.

If you would like to pledge any amount of LOST, I would ask for a motion to have a resolution doing so on the September 24th City Council agenda.

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





Marshalltown Fire Department

107 S. 1st Avenue
Marshalltown, IA 50158
ci.marshalltown.ia.us
641.754.5751 (Office)
641.754-5722 (Fax)

MEMO

To: Mayor & City Council

From: Chief Rierson

Cc: City Administrator Kinser

Date: September 6, 2018

Re: Open Burning

The Fire Department is currently working on a resolution to adopt the International Fire Code (IFC) 2015 edition. Part of the fire code deals with open burning, which is currently allowed with restriction by the Code of Ordinances, specifically Chapter 12, Article III. As we are in the process of revising our fire code, this is a good time to have a discussion on what direction the Council would like to proceed.

During my career in the fire service, Marshalltown is the only community I have worked that allows open burning. As currently written, our ordinance states:

Sec. 12-81 Permissible Open Burning

It is lawful to engage in the open burning of plant material grown on the premises or deposited there by the elements by the owner or occupant of the premises involved subject to the following:

- a. Shall occur in the backyard between the hours of 7 am and 7 pm or darkness, whichever occurs first, and is limited to single family dwellings only.
- b. Open burning is not allowed after 12 o'clock noon on Saturdays or anytime on Sundays or holidays.
- c. Open burning of any material is not allowed by an owner or occupant of premises upon which more than one family dwelling unit is found.
- d. All open burning must be in compliance with the IFC as adopted by the City of Marshalltown.
- e. Open burning that is offensive or objectionable because of smoke or odor emissions or when atmospheric conditions or local circumstances make such fires hazardous are prohibited.

This means someone who is following the ordinance can also be breaking the ordinance if someone calls and complains about the smoke. This places the fire department in the role of arbitrator of a civil matter, in my opinion. Additionally, many residents of our community suffer from chronic obstructive pulmonary diseases (COPD) and smoke from the burning of yard waste exacerbates their conditions.

In 2017, MFD responded to 124 open burning complaints. In 2018, responses total 89. Time spent on burning complaints varies depending on the action taken.

I reached out to other Fire Chief's from around the State to see what other communities are doing with open burning. The results are listed below.

City	Allowed	Type	Time Allowed
Camanche	Yes	Yard waste/recreational	Tu, Thur, Sat: 10am to 5 pm
Oskaloosa	Yes	Recreational/limbs/brush No leaves/Permit required	Sunup to sunset
Nevada	Yes	Yard waste/recreational	Apr 1 to May15 & Oct 1 to Nov 15 Recreational year round
Bondurant	Yes		Must have approval of Polk Co. Air and waste management.
Altoona	Yes		Must have approval of Polk Co. Air and waste management.
Knoxville	Yes	Yard waste/recreational	Not given
Burlington	Yes	Yard waste/recreational	Leaves only in April and November on Saturdays and wednesdays
Spencer	No		
Norwalk	No		
Clive	No		
Urbandale	No		
Des Moines	No		
West Des Moines	No		
LeMars	No	Recreational only	
Ottumwa	Yes	Yard waste/recreational	Not given
Grinnell	No	Recreational only	
Sioux City	Yes	Yard waste/recreational	8 am to sunset every day. Winds less than 15 mph.
Dubuque	No	Recreational only	
North Liberty	No	Recreational only	