

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
NOVEMBER 12, 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

1. Special Recognition - Dan Brandt & Joan Moore MPD Volunteer Service
2. Marshalltown Tree Restoration Drive Fund Raiser
Make checks payable to "MHS Bobcat Alumni Fund"
Contact Lyle Jensen for more information lylejensen.ia@gmail.com

F. CONSENT AGENDA

1. Approve Council Minutes, October 22, 2018, And November 5, 2018.

Documents:

[2018-10-22 Council-minutes.pdf](#)
[2018-11-05_council-minutesSPECIAL.pdf](#)

2. Approve Bill List In The Amount Of \$2,832,187.08

Documents:

[2018-11-12_BillList.pdf](#)

3. Receipt Of Civil Service Lists, Street Maintenance Worker II And Firefighter New Hire

Documents:

[10-08-2018_motion_civil service list Firefighter New hire.pdf](#)
[10-08-2018_motion_civil service list Street Maintenance Worker II.pdf](#)

4. Motion To Set A Public Hearing For November 26, 2018, On An Ordinance To Amend The Planned Unit Development For The Property Located At 1501 S. 7th Avenue (Parcel 8318-01-151-005).

Documents:

[Memo_MVAH_Set public hearing Nov 26.pdf](#)

5. Motion To Set A Public Hearing For November 26, 2018, On An Ordinance To Rezone Property East Of Wal-Mart (Parcel 8318-11-426-005 And 8318-11-426-007)

Documents:

[Memo_Conlin_Set public hearing Nov 26.pdf](#)

6. RESOLUTION 2018-197 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE RUNWAY END 18 AND CONNECTING TAXIWAY TO RUNWAY 36, BEING PROJECT NO. 77016010, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$475,332.19

Documents:

[CGA completion.pdf](#)
[CGA completion11092018101142_001.pdf](#)

7. RESOLUTION 2018-198 APPROVING MANDATORY REPORTING POLICY FOR THE CITY OF MARSHALLTOWN

Documents:

[Resolution Mandatory Reporting Policy Approval.pdf](#)
[Mandatory Reporting Policy Memo.pdf](#)
[Mandatory Reporting Policy.pdf](#)
[CFR-2014-title2-vol1-sec200-113.pdf](#)

8. Approve TREE TRIMMER - Mitchell Logging And Tree Service

Documents:

[11-12-2018_LICENSE_TREE TRIMMER -MITCHELL LOGGING AND TREE SERVICE.pdf](#)

G. REPORTS

1. 13th Street District Update- Neil Dalal, President

Documents:

[13th Street District City Council 11122018.pdf](#)
[2018 13th Street District Camera.pdf](#)
[To 13th Street Businesses SEC CAMERA Final.pdf](#)

H. **RESOLUTIONS**

1. RESOLUTION 2018-199 APPROVING AN AGREEMENT WITH SHORT ELLIOT HENDRICKSON INC. FOR THE DEVELOPMENT OF A DOWNTOWN MASTER PLAN

Documents:

[City of Marshalltown-SEH Agreement 11-12-18.pdf](#)
[SEH RES.pdf](#)

2. Resolution 2018-200 Setting Date For Public Hearing On An Agreement With Marshalltown Central Business District For Fiscal Year 2019-20

Documents:

[SetHrngMCBDAgmtFY19-20Marshalltown422742-28-v1.pdf](#)
[AgmtMCBDFY19-20Marshalltown422742-28-v1.pdf](#)

3. RESOLUTION 2018-201 AUTHORIZING THE ISSUANCE OF \$2,400,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018, AND PROVIDING FOR THE LEVY OF TAXES TO PAY SAME

Documents:

[IssncGOCorpPurp2018 Marshalltown422742-31-v1.pdf](#)

4. Public Hearing On The Sale Of 22 North Center Street (With Resolution 2018-202)

Resolution 2018-202 Authorizing Sale of City-Owned Property Located at 22 North Center Street

Documents:

[2018HoldHrgDisposPoliceStation Marshalltown 422742-35-v1.pdf](#)
[Memo on Sale of 22 N Center.pdf](#)
[Eaton Proposal for 22 N Center.pdf](#)
[2018-09-28_YSS RESPONSE 22 N CENTER ST.pdf](#)

5. RESOLUTION 2018-203 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A MECHANICALLY-CLEANED BAR SCREEN BY ENGINEERED EQUIPMENT SOLUTIONS. FOR THE PRICE OF \$133,898.00

Documents:

[Purchase resolution.pdf](#)
[20181106_L_MarshalltownScreen_Letter-of-Recommendation.pdf](#)
[Marshalltown IA - RFQ Response - Final.pdf](#)
[Riverview Park Bar Screen Council Memo.pdf](#)

6. RESOLUTION 2018-204 AUTHORIZING A FULL-TIME FIRE MARSHALL POSITION

Documents:

[Res Authorizing Fire Marshall Position.pdf](#)

7. RESOLUTION 2018-205 AUTHORIZING A LETTER OF COMMITMENT WITH HABITAT FOR HUMANITY OF IOWA TO SERVE AS THE VOLUNTEER ORGANIZATION ACTIVE IN DISASTER FOR PROJECT VALOR

Documents:

[Res Authorizing LOC with HFHI.pdf](#)
[11.2.18 HFHI Letter of Commitment.pdf](#)

I. DISCUSSION

1. Discussion - Airport Hangar Project

Documents:

[2018 Hangar EOPC - 11-8-18.pdf](#)
[10-17-2018_Airport Hangar Sizing and Funding Memo.pdf](#)

2. Discussion Of Sale Of State Street Properties

Documents:

[Memo on Sale of State St Properties.pdf](#)
[CGA Proposal - 12 E State.pdf](#)
[Eaton Proposal - 12,20,26 E State.pdf](#)
[Landover Corp.pdf](#)

3. Discussion - Placarded Property Update

J. PUBLIC COMMENT

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

K. ADJOURN

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

Council Proceedings
October 22, 2018

Mayor Greer called the meeting to order at 5:30 PM, October 8, 2018, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, and Wirin. Absent: Martin. Mayor Greer asked for a moment of silence in memory of Transit Director Richard Stone.

CONSENT AGENDA:

Isom moved to adopt the consent agenda as amended: Approve 10/8/2018, Council Minutes; Approve Bill List in the amount of \$1,192,684.76; Approve July 2018 Financial Statements; RESOLUTION 2018-186 APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE; RESOLUTION 2018-187 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2010 DODGE RAM 1500 SLT TRUCK FROM JENSEN FORD FOR THE PRICE OF \$18,000.00 FOR USE IN THE POLICE DEPARTMENT AS A PARKING ENFORCEMENT AND POOL VEHICLE.; Approve Alcohol License Renewals - December Renewals: Haley's Deli BBQ and Catering, Plaza Mexico. second by Wirin. Motion carried 6-0.

MOTIONS:

Wirin moved to approve new liquor license "OPA GRILL LLC" 4 W Boone St, Special Class C Liquor License, second by Isom. Motion carried 6-0.

RESOLUTIONS:

Wirin moved to adopt RESOLUTION 2018-188 APPROVING IOWA DEPARTMENT OF TRANSPORTATION PRE-CONSTRUCTION AGREEMENT FOR IMPROVEMENTS TO HIGHWAY 14, second by Isom. The overall project estimate is \$4M, with the City share to of \$1.8 million to be paid in three installments. The Council approved the Engineering Services Agreement for the project in September, 2017. Resolution adopted 5-1, Lamer dissenting.

PUBLIC HEARING

Mayor Greer declared the public hearing open at 5:43 PM. There were no written comments received by the clerk. Mark Eaton asked how property tax valuations will be affected by tornado damage. City Administrator Kinser replied the city's budget expects a 1.5% decline for two years with no growth anticipated for residential due to tax abatement until 2025. Finance Director Steiner clarified the official statement required a title correction and the Council will review bond bids at a special meeting at noon, November 5, 2018. Mayor Greer declared the public hearing closed at 5:47 PM. Wirin moved to adopt RESOLUTION 2018-189 SETTING DATE FOR SALE OF \$2,400,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS SERIES 2018, AND APPROVING PRELIMINARY OFFICIAL STATEMENT, second by Hoop. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2018-190 SETTING A DATE FOR A PUBLIC HEARING ON AN OFFER TO PURCHASE CITY-OWNED PROPERTY LOCATED AT 213 EAST MAIN STREET, second by Isom. Bryan Sweeney with Cohen Esry was present to answer questions, and explained the project intends to build up to 46 affordable housing units. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2018-191 EXPRESSING INTENT TO CONSIDER A DEVELOPMENT AGREEMENT WITH COHEN-ESREY DEVELOPMENT GROUP, LLC FOR THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS, second by Gowdy. The development agreement related to the proposed project at 213 E Main Street is a 90% tax rebate agreement, not to exceed \$275,000 over ten years, consistent with the Urban Renewal Plan for Area #4. Resolution adopted 6-0.

Lamer moved to adopt RESOLUTION 2018-192 RESOLUTION EXPRESSING INTENT TO CONSIDER A DEVELOPMENT AGREEMENT WITH CONLIN DEVELOPMENT GROUP, LLC FOR THE CONSTRUCTION OF AFFORDABLE HOUSING UNITS, second by Isom. JB

Conlin was present to answer questions. The development agreement related to the proposed project on 6.75 acres behind WalMart is a 90% tax rebate agreement, not to exceed \$500,000 over ten years, pending allocation of Low Income Housing Tax Credits. An amendment to the current Urban Renewal Plant for Area #3 required amendment to allow for tax increment financing to be considered for multi-family residential developments. Resolution adopted 6-0.

DISCUSSION:

The council discussed building an airport hangar, 100' x 120' to provide local businesses with adequate service for their jets and to keep our community competitive to attract businesses. De-icing was also discussed as a need. The city may need to borrow, anticipated in October 2019, for construction in 2020. Council asked for cost estimates.

Multiple bids were received for 12, 20, and 26 East State Street. Only one bid was complete for review by the council, by Clapsaddle Garber Associates, Inc., for 12 E State Street, with no contingencies. Merge submitted a bid for 20, 26 E State Street that was incomplete, without a dollar amount. Monte Eaton submitted a bid for 12, 20, 26 E State Street and 22 N Center Street that included contingencies. Cahill moved to table the item until 11/12 for more information from the incomplete / contingency bids, second by Lamer. Motion carried 5-1, with Hoop dissenting. Isom moved to reissue and reopen the RFP for bids for sale of the properties, second by Wirin. Motion carried 4-2, Hoop and Lamer dissenting.

PUBLIC COMMENT:

Gary Thompson, 601 E Main Street, asked for an update on placarded homes and update on plans and announced he contacted Bert Dahlmer, with the State Ombudsman office.

John Blabaum, owner of 110 W. Main St., asked the Council to look into the construction closures that are blocking the street in front of his business.

The meeting adjourned at 7:08 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings – SPECIAL MEETING
November 5, 2018

Mayor Greer called the meeting to order at 12:00 PM, November 5, 2018, according to the posted notices and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Martin. Absent: Isom, Lamer and Wirin.

Gowdy moved to approve the Consent Agenda: Receipt of Building Permit Report, October 2018; RESOLUTION 2018-193 APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2016 SANITARY SEWER TELEVISIONING PROJECT # 59015011 GENERAL SUPPLIES FOR FOX ENGINEERING ASSOCIATES, INC A DECREASE OF \$14,325.26; RESOLUTION 2018-194 APPROVING CONTRACT CHANGE ORDER #1 FOR THE RUNWAY END 18 AND CONNECTING TAXIWAY TO RUNWAY 36 PROJECT # 77016010 GENERAL SUPPLIES FOR CGA ENGINEERS A DECREASE OF \$2,387.81; Approve Renewal Tree Trimmer License: Eager Beaver (Davis Enterprises); second by Martin. Consent agenda approved, 4-0.

Hoop moved to adopt RESOLUTION 2018-195 AWARDING SALE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018, recommending acceptance of the bid from UMB Bank, n.a., Kansas City, Missouri, true interest rate 2.9022%, second by Martin. Resolution adopted 4-0.

Gowdy moved to adopt RESOLUTION 2018-196 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT FROM STOREY KENWORTHY FOR THE PRICE OF \$309,559.97, second by Cahill. Resolution adopted 4-0.

The meeting adjourned with no further action at 12:15 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 - NOVEMBER 12, 2018

Buildings/Improvements		Showroom.Auto/1	50.00
Caliber.Concret/2	224,686.40	Stone.Sanit/9	2,353.25
D.C.Taylor/2	61,335.30	Strategic.Insgh/1	2,100.00
DeVries.Electri/1	87,918.70	Union.Auto/1	28,750.00
Forman.Ford/1	49,646.05	Unique.Mgmt.Svc/1	116.35
Garling.Constr/1	38,532.95	Watchguard.Vide/1	6,169.00
Heartland.Finsh/1	62,702.27	WinCan.LLC/2	1,500.00
Hilsabeck.Schac/1	107,808.86	Debt Service	
Schumacher.Elev/1	31,730.95	CRBT/2	8,707.57
TONYS.PLUMB/1	148,438.69	Equipment	
Consulting & Professional Fees		BDH/1	20,428.03
Bernie.Lowe.Asc/1	378.18	Library Books	
Bolton&Menk.Inc/1	710.00	Baker.Taylor/56	3,350.64
Calhoun-Burns/3	3,914.01	BRODART.CO/11	890.39
CGA.Assoc/3	9,520.80	Cengage.Learng/9	483.47
Grimes.Buck.Sch/1	4,611.00	Diamond.Lake/1	789.95
Independent.Ins/1	1,109.00	MicroMarketing./6	1,226.90
Lynch.Dallas.PC/5	3,677.63	Midwest.Tape/1	8.99
Olsson/4	29,931.85	OVERDRIVE,INC./3	405.87
Prochaska.Assoc/1	13,237.00	RECORDED.BOOKS/3	2,071.98
Story.Constr/1	74,077.08	Medical	
Contract		HARTFORD.ACCTS/1	13,671.27
S		McFarland.Cl/4	166.32
Aramark.Unfrm/7	163.45	Medtrak.Service/2	414.67
ARL/1	4,333.33	Wellmark.Inc./3	122,596.25
BDH/8	5,925.50	Payroll.Deductions	
Bentley.Syst./1	7,644.00	American.Educa./1	64.41
Biblioteca.LLC/1	259.00	AXA/1	425.00
CDW.Governmnt/1	1,924.75	Collection.Svs./6	2,438.33
City.Marshallto/1	225.00	Colonial.Life/1	522.21
City.Tama/7	17,572.95	Fidelity.Securi/2	390.76
City.Toledo/5	24,478.04	Galls.LLC/8	172.29
CIVICPLUS.INC/1	4,375.00	I.M.W.C.A/1	6,123.00
Construct/3	49,184.11	I.R.S./6	75,543.03
Continental.Fir/1	290.00	IA.Treasurer/2	(196.21)
Electric.Supply/2	12,773.12	ICMA.457/11	10,741.36
Envisionware/1	1,503.52	IUPAT.PPME/1	880.53
Fisher.Comm.Ctr/1	6,396.67	Meskwaki Nation/1	300.34
Ia.Dept.Justice/6	638.90	Teamsters238/3	1,724.32
Jensen.Inc/5	81,944.00	Texas.Child.Sup/2	252.57
Marsh.Co.Landfi/1	56.65	TotalAdmin.Serv/5	7,701.84
Marshall.Co.Att/6	638.90	Payroll.Net	
Mikes.Turf.Righ/2	497.00	Payroll/2	536,049.91
MMIT.INC/1	127.49	Refund/Reimbursed	
Mtn.Wtrwrks/3	1,512.00	Baker.Taylor/6	114.50
Munic.Pipe.Tool/1	57,576.77	Blackstock,P/1	74.91
O.C.L.C.Inc/1	905.21	BRODART.CO/2	193.01
Premier.Equip/7	296.10	Dawson,T/1	100.10
Racom.Corp/17	6,706.05	GOODING.B/1	806.12
Region.6.Planng/1	628.00	IA.Treasurer/1	46.91
RICOH.USA.INC/4	94.22	Laubenthal,A/1	138.57
Rid.R.Bug.Pest/1	70.00	Rents/Leases	
Schendel.Pest.C/1	58.00	Garwin Trust/1	86.00
Servicemaster/3	4,869.00		

BILL LIST - NOVEMBER 12, 2018

Ackley.Housing/10	1,518.00	LL.Enterprises/1	217.00
ALCALA,R/1	194.00	Lodge.Ind/2	654.00
Altringer,J/1	331.00	LUENSE,B/4	1,541.00
AMES,STEVEN/25	6,467.00	MATNEY,L/1	264.00
BJ&J.LLC/2	379.00	Mtwn/Westtown/15	3,249.00
BLOOD,A/1	493.00	MURPHY,P/1	487.00
BOULDER.COOP.HS/1	289.00	Natl.Mngmt.Corp/2	827.00
Brodin,C/1	188.00	NAUGHTON,R/1	825.00
BROWN,B/1	57.00	North.Tama.Hsg/3	416.00
Carbajal,S/1	322.00	Oakland.Prop/1	115.00
Chadderdon,A/1	322.00	Oetker,D/3	578.00
Chicago.Hsg.Aut/1	945.00	Oetker.Jr.,J/1	471.00
CHOATE,A/1	572.00	Palisade.Holdng/1	208.00
CIRSI/6	759.00	Park.Elms,LLC/4	1,025.00
CLAWSON,J/2	358.00	Pheasant.Run.Ap/1	277.00
CMHC.INVEST/1	294.00	Polley,M/1	795.00
Crosser,D/1	216.00	Premier.RE.Mgmt/2	520.00
CROSSER,R/1	132.00	PYLE,D/2	552.00
D.D.Rentals/1	2.00	R.E.P.Corp/1	263.00
Eakin,R/1	236.00	RA.Rental.Prop/1	364.00
ECKLOR,S/3	1,010.00	RD.Toledo,LLP/2	890.00
Elwayne.Inc./2	872.00	Reed,T/12	4,251.00
Etter, W/1	380.00	River.Birch/4	2,127.00
Eubanks,C/2	667.00	River.Oaks/5	2,637.00
Farrell.Propert/7	2,051.00	S.E.Invst/2	602.00
FISCHELS,R/2	399.00	Schmidt,M/2	446.00
Frese.Propts/3	697.00	SCOTT,L/1	384.00
FRIEND,T/1	244.00	SE.Coop.Housing/1	225.00
Friendly.Valley/4	605.00	SESKER,R/1	230.00
Grant.Park.LLC/22	4,543.00	Specht,G/1	468.00
Gray,D/1	409.00	Squire,B/1	234.00
Hala,J/3	820.00	Steelsmith,G/5	971.00
HARRIS,T/1	324.00	Sunrise.Apt/2	132.00
HASS,S/1	236.00	Switzer,T/2	682.00
Hatch,J/1	475.00	Tallcorn.Tower/15	4,628.00
Hatch,R/3	873.00	TAYLOR,M/1	211.00
HAVELKA,B/1	500.00	Titus,T/1	318.00
HESSENIUS,R/2	245.00	TOWN.APARTMENT/6	508.00
Hilltop.Village/9	1,421.00	TREVRON,LLC/1	332.00
HOULIHAN,D/1	240.00	TT.C.Coop.Hsg/2	538.00
HOVERSTEN,R/1	900.00	VEST,L/1	329.00
HOWARD,J/1	168.00	WARREN,C/1	222.00
Hsg.Auth.CookCo/8	6,457.00	Weatherly.Erin/1	439.00
Hsg.Auth.Joliet/2	2,489.00	Welter,T/1	319.00
Hsg.St.Cloud/2	654.00	ZMOLEK,M/1	263.00
HUBBARD.MAPLE/2	370.00	Service/Repairs	
Jared,S/2	420.00	A.J.Body.Shop/2	1,434.00
JASPERS,M/1	127.00	AAA.Septic/2	255.00
JB.I.COOP.Assn/4	1,017.00	ANDERSON,S/1	46.00
Judge,M/10	2,815.00	Aponte,M/1	27.00
KLOCKE,C/1	471.00	Arnold.Motor.Su/2	119.22
Landherr,J/1	415.00	Atcher,R/3	980.00
LAWSON,R/2	310.00	Beecken,H/4	1,170.00
Lawthers.Prop.M/1	460.00	BELFOR.USA.INC/1	300,000.00

BILL LIST - NOVEMBER 12, 2018

Century.Link/81	1,593.94	Concrete/3	440.10
Chicago.Hsg.Aut/2	73.39	Crescnt.Electrc/1	98.27
Cntrl.IA.Machin/1	75.00	Cummins.Service/1	6,100.35
Concrete.Profes/1	104,219.70	Dave.Wright.Bui/3	222.88
Consumr.Energy/1	232.44	Dave.WrightCDRJ/1	200.00
Devig,T/10	782.50	Digital.Ally/3	735.00
Elect.Engr.Eqpt/1	165.00	Employee.Data/1	28.25
Envirologics/1	79,521.12	Fastenal.Co/1	18.46
FEAGAN,C/1	30.00	Galls.LLC/16	1,053.59
Hay.Constr./1	8,454.00	Gillig.LLC/5	980.67
Hibbs,R/1	150.00	Graymont.Lime/1	4,336.13
Hsg.Auth.CookCo/1	276.64	GREAZEL,L/1	45.00
Hsg.Auth.Joliet/1	72.62	I.P.M.A..HR/1	287.80
Hsg.St.Cloud/2	74.16	I.S.U/1	20.00
Hudson,R/1	500.00	IA.League.Citie/1	45.00
IA.Treasurer/2	13,115.30	In.Stitches/3	24.00
Independent.Ins/1	175.00	Jensen.Inc/1	40.97
Iowa.D.N.R./1	385.00	Keystone.Lab/1	64.00
JOHNSON,C/1	46.00	Klavenga,J/1	12.96
Kiwanis.PM/1	495.00	Kriss.Premium/1	290.55
KROENER,L/1	4.00	LIBRARY.STORE/1	1,988.64
LENZ,D/1	460.00	Marshall.Co.Ext/1	50.00
LISKOWIAK,M/1	350.00	McAtee.Tire/2	958.94
McAtee.Tire/4	226.50	Microsoft.Store/2	2,671.10
Minuteman/1	15.75	Midland.Scienti/18	1,514.02
Mtwn.Wtrwrks/3	8,729.63	Miller.Mechanic/4	2,568.15
Network.Fleet/1	435.30	Minuteman/2	134.35
Racom.Corp/4	578.75	Mobotrex.Inc./7	16,646.74
Scharnweber.Wtr/1	27.00	Municipal.Emerg/2	1,444.00
Scroggins,J/1	100.00	Napa.Auto/3	477.66
STREET-LOPEZ,J/1	67.00	Nutrien.Ag.Sol/1	349.00
Thompson.Ent/1	1,260.00	Racom.Corp/7	1,772.25
Tuttle,D/2	39.00	Ranson,R/1	45.00
US CELLULAR/1	211.75	Reliant.Fire.Ap/1	324.43
Vajgrt.R/1	40.00	Safe.Kids.Iowa/3	1,724.32
Verizon.Wireles/6	508.67	Siemens.Indust/1	234.00
Wilson,K/1	145.00	Sign.Creations/2	110.00
WOAHTEE,G/1	46.00	Staples,A/1	266.01
Wolfe.Clinic/9	175.00	Storey.Kenwrthy/5	146.96
Supplies/Parts		Sweeper.Parts/3	2,378.00
A.J.Body.Shop/2	1,606.82	Testamerica/4	132.30
Adland.Engrvg/1	9.50	Titan.Machinery/1	53.53
Airgas.U.S.A./3	88.65	ULTRAMAX.AMMUN/1	712.00
Arnold.Motor.Su/9	148.41	Vajgrt.R/1	14.00
Baker.Taylor/14	458.37	Vanmeter.Assoc/2	980.20
BDH/8	8,781.14	Verizon.Wireles/1	756.72
Bert.Gurney.Asc/2	1,921.00	WW.Grainger/2	160.72
BLUEGLOBES.INC/1	126.12	Zimco.Supply/2	1,168.00
Cessford.Constr/5	10,262.24	Utilities	
Chamber.Commerc/1	785.00	AlliantEnergy/60	30,839.17
Chemsearch/1	276.45	CENTRAL.IA.WATE/1	148.92
City.Laundering/12	891.44	New.CenturyFS/1	291.78
Cntrl.IA.Machin/1	14.00	Total/1030	2,832,187.08
Cntrl.Office/4	55.51		



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

To: Civil Service Commission

From: David Rierson, Fire Chief
Jill Petermeier, Human Resource Director

Re: Firefighter New Hire List

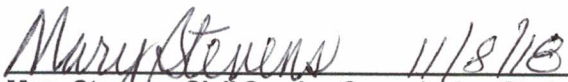
After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position and are ranked as follows:

Benjamin McDermott	(144.8)*
Christian Case	(140.2)
Cody German	(130.2)
William Demry	(125.8)
Brett Jennings	(125.0)
Zachary Stebniski	(116.8)
Jodi Schott	(116.4)

*Veteran's preference

This list shall be valid for a period not to exceed 11/08/20

Certified by Civil Service Commission on 11/08/18


Mary Stevens, Civil Service Commission Chair

Attest:


Shari Coughenour, Clerk of the Commission



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

To: Civil Service Commission

From: Jill Petermeier, Human Resource Director
Jeff Roads, Street Superintendent
Justin Nickel, Public Works Director

Re: Street Maintenance Worker II

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

Casey Madison	197
Camden Barnes	192
Todd Upah	185
Raymond Meling	184

This list shall be valid for a period not to exceed November 8, 2019.

Date List Certified by Civil Service Commission:

November 8, 2018

Mary Stevens 11/8/18
Mary Stevens, Civil Service Commission Chair

Attest:

Shari L Coughenour
Shari Coughenour, Clerk of the Commission

MARSHALLTOWN

I O W A

November 12, 2018

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Motion to set a public hearing for November 26, 2018, on an ordinance to amend the Planned Unit Development for the property located at 1501 S. 7th Avenue (parcel 8318-01-151-005).

Policy Issue: The above referenced property is currently zoned PUD. MVAH is proposing an amendment to the PUD to further define the development concept. The Plan Zoning Commission recommended that the Concept/Preliminary Master Plan process be completed which would include a public hearing process by the Commission and Council.

Recommendation: MVAH is proposing a multi-family housing project on the site. The Commission will hold a public hearing on November 15th. The Public Hearing for the Council is proposed to be on November 26th along with a first reading of the ordinance defining the PUD details. The Council may choose to waive the 2nd and 3rd readings if desired. The applicant would like to have a final determination prior to January when the applications are due to the Iowa Finance Authority.

Background: This PUD was first established in 2003 but had minimal details. Phases of development have occurred around the area including Bobcat Estates, Sundance Apartments, etc. The intended use was for multi-family development.

Budget Impact: N/A

Attachment: N/A

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

MARSHALLTOWN

I O W A

November 12, 2018

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Motion to set a public hearing for November 26, 2018, on an ordinance to rezone property East of Wal-Mart (parcel 8318-11-426-005 and 8318-11-426-007)

Policy Issue: The above referenced property is currently zoned R-2 Low Density Residential. Conlin Properties is proposing a rezoning of the area to TN, Traditional Neighborhood. The Plan Zoning Commission has had an initial discussion of the proposed change and will hold a public hearing on Nov. 15th.

Recommendation: Conlin Properties is proposing the zoning change to allow for development of a multi-family housing project. The Commission will hold a public hearing on November 15th. The Public Hearing for the Council is proposed to be on November 26th along with a first reading of the ordinance rezoning the area to TN, Traditional Neighborhood. The Council may choose to waive the 2nd and 3rd readings if desired. The applicant would like to have a final determination prior to January when the applications are due to the Iowa Finance Authority.

Background: Stalzer Farms currently owns the property east of Wal-mart and is supportive of the zoning change which would allow for development.

Budget Impact: N/A

Attachment: N/A

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

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE RUNWAY END 18 AND CONNECTING TAXIWAY TO RUNWAY 36,
BEING PROJECT NO. 77016010, WITH A FINAL PROJECT COST
IN THE AMOUNT OF \$475,332.19

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Runway End 18 and Connecting Taxiway to Runway 36 Project, and

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

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

Section 1. That the labor and material for the Runway End 18 and Connecting Taxiway to Runway 36 Project, being project No. 77016010, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with CGA Engineers, including the payment of the items called for in said contract and Statement of Completion.

Passed this 12th day of November, 2018 and signed this _____ day of November, 2018

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

October 26, 2018



Mr. Justin Nickel
Public Works Director
10 West State Street
Marshalltown, IA 50158

Re: Pavement Rehabilitation – Runway End 18 and Connecting
Taxiway to Runway 36
Marshalltown Municipal Airport
Marshalltown, Iowa
AIP No. 3-19-0058-014-2016
City of Marshalltown PN 77016010
CGA PN 4450.06

Dear Justin:

Enclosed for your review and processing are three (3) copies each of Change Order No. 1, Pay Estimate No. 3 Final Retainage and the Engineer's Statement of Completion for the work associated with the above mentioned project. We have reviewed the work and recommend payment of \$23,767.15 to Manatt's, Inc. thirty days after acceptance of the project.

Please provide two (2) signed copies of all documents to our office. The remaining copies can be retained for your file.

Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. P. Roenfeldt". The signature is fluid and cursive, with the first and last names being more prominent.

Joseph P. Roenfeldt, P.E.
Project Manager

Enclosures

Project: Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 18	Change Order # 1
AIP No. 3-19-0058-015-2017	
Owner: City of Marshalltown, Iowa	CGA PN: 4450.06
Contractor: Manatt's, Inc.	Contract Date: May 8, 2017
City of Marshalltown PN. 77016010	Contract Amount: \$477,720.00

List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.

PROPOSED CHANGES				Amount +/-
This Change Order adjusts plan quantities to final field measured quantities.				
Item No. 4 – Pavement Milling Decrease 231.30 SY at \$12.00/SY				-\$2,775.60
Item No. 5 – Class III Crack HMA Patching Decrease 69.64 SY at \$95.00/SY				-\$6,615.80
Item No. 7 – Full Depth Pavement Patching Decrease 11.30 SY at \$180.00/SY				-\$2,034.00
Item No. 8 – HMA Pavement Increase 148.83 Tons at \$165.00/Ton				+\$24,556.95
Item No. 9 – Pavement Markings, White Decrease 1697 LF at \$0.70/LF				-\$1,187.90
Item No.10 – Pavement Markings, Yellow – First Application Decrease 60 LF at \$0.70/LF				-\$42.00
Item No.11 – Pavement Markings, Yellow – Final Application Decrease 60 LF at \$0.70/LF				-\$42.00
Item No.A1-5 – Add Additional Class III Crack HMA Patching Decrease 143.38 SY at \$95/SY				-\$13,621.10
Item No.A1-14 – Add Pavement Markings, Yellow Decrease 894.80 LF at \$0.70/LF				-\$626.36
Net Change This Order (+ or -)				-\$2,387.81
Net Changes Previous Orders:				\$0.00
Total Net Changes to Date:				-\$2,387.81
Contract Completion Date 18 Working Days – Base Bid 5 Working Days – Alternate Bid	Days Increased	Days Decreased	Revised Completion Date	
If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.				
Contractor: Manatt's, Inc.			Date: 12-13-17	
By: Steve Klingworth		Title: Project Manager		
Recommended	By: [Signature]	Title: Project Engineer	Date: 10/26/2018	
Approved	By: [Signature]	Title: City Engineer	Date: 11/5/2018	

Engineer's Statement of Completion

Project: Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to
Runway 36
Marshalltown Municipal Airport
Marshalltown, IA

Contractor: Manatt's Inc.
3216 Hwy. S74 S.
Newton, IA 50208

To City of Marshalltown, Iowa:

I hereby state that the Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 36 project at the Marshalltown Municipal Airport by a Contract dated May 8, 2017, has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed within the specified contract working days for the project.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is Four Hundred Seventy Five Thousand, Three Hundred Thirty Two and 19/100 dollars (\$475,332.19). The derivation of this total amount is tabulated on the attached sheets.

This contract was a sales tax exempt project so the Contractor did not pay sales tax and so a certification of the amount of sales tax paid was not required. Therefore the remaining balance of the total amount earned, as detailed in the attached sheets, can now be paid. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the Council.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Joseph P. Roenfeldt, P.E.
Iowa License No. 21134

Date: October 26, 2018

Accepted by: _____
Resolution: _____ Date: _____

Distribution: Engineer
Contractor
FAA/IDOT
City

Signed: _____

Attest: _____

Engineer's Statement of Completion

Project: Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to
Runway 36
Marshalltown Municipal Airport
Marshalltown, IA

Contractor: Manatt's Inc.
3216 Hwy. S74 S.
Newton, IA 50208

To City of Marshalltown, Iowa:

I hereby state that the Pavement Rehabilitation – Runway End 18 and Connecting Taxiway to Runway 36 project at the Marshalltown Municipal Airport by a Contract dated May 8, 2017, has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed within the specified contract working days for the project.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is Four Hundred Seventy Five Thousand, Three Hundred Thirty Two and 19/100 dollars (\$475,332.19). The derivation of this total amount is tabulated on the attached sheets.

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CLAPSADDLE-GARBER ASSOCIATES, INC.



Joseph P. Roenfeldt, P.E.
Iowa License No. 21134

Date: October 26, 2018

Accepted by: _____
Resolution: _____ Date: _____

Distribution: Engineer
Contractor
FAA/IDOT
City

Signed: _____

Attest: _____

CONSTRUCTION PROGRESS REPORT

Project Description: Pavement Rehabilitation - Runway End 18 and Connecting Taxiway to Runway 36
Marshalltown Municipal Airport

Date of Contract: May 8, 2017

Estimate: No. 3 - Final Retainage

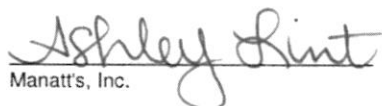
Completion Date: 23 Working Days

Contractor: Manatt's, Inc.

Owner: Marshalltown, Iowa

Base Bid + Alternate Bid	\$477,720.00	Construction Completed (See Attached Tab)	\$475,332.19
Change Order No. 1	-\$2,387.81		
		Total Amount Earned	\$475,332.19
		Less 5% Retainage	\$0.00
		Subtotal	\$475,332.19
		Less Previous Payment	-\$451,565.04
Total Contract Amount	\$475,332.19	AMOUNT DUE THIS ESTIMATE	\$23,767.15

Requested by Contractor:


Manatt's, Inc.

Contract Adm.
Title

10-26-18
Date

Recommended by Engineer:


Clapsaddle-Garber Associates, Inc.

Project Engineer
Title

10/26/2018
Date

Approved by Owner:


City of Marshalltown

City Engineer
Title

11/5/2018
Date

Prepared by:
CGA Consultants
Marshalltown, Iowa 50158

City Project No. 77016010
CGA Project No. 4450.06
September 25, 2018

Tabulation of Construction Quantities

Pavement Rehabilitation - Runway End 18 and Connecting Taxiway to Runway 36

Marshalltown Municipal Airport

Marshalltown, Iowa

Period Ending: September 22, 2018

Item No	Description	Unit	Unit Bid Price	Contract		Completed	
				Quantity	Amount	Quantity	Amount
	Base Bid						
1	Safety Plan Compliance Document	LS	\$15,000.00	1	\$15,000.00	1.00	\$15,000.00
2	CSPP and SPCD Compliance	LS	\$5,000.00	1	\$5,000.00	1.00	\$5,000.00
3	Mobilization	LS	\$50,000.00	1	\$50,000.00	1.00	\$50,000.00
4	Pavement Milling	SY	\$12.00	1,200	\$14,400.00	968.70	\$11,624.40
5	Class III Crack HMA Patching	SY	\$95.00	720	\$68,400.00	650.36	\$61,784.20
6	Class I and Class II Crack Filling	LF	\$32,500.00	1	\$32,500.00	1.00	\$32,500.00
7	Full Depth Pavement Patching	SY	\$180.00	330	\$59,400.00	318.70	\$57,366.00
8	HMA Pavement	TON	\$165.00	850	\$140,250.00	998.83	\$164,806.95
9	Pavement Markings, White	SF	\$0.70	4,500	\$3,150.00	2,803.00	\$1,962.10
10	Pavement Markings, Yellow - First Application	SF	\$0.70	650	\$455.00	590.00	\$413.00
11	Pavement Markings, Yellow - Final Application	SF	\$0.70	650	\$455.00	590.00	\$413.00
12	Temporary Granular Access	LS	\$2,000.00	1	\$2,000.00	1.00	\$2,000.00
13	Removal of Temporary Granular Access	LS	\$4,000.00	1	\$4,000.00	1.00	\$4,000.00
	Alternate Bid 1						
A1-5	Add Additional Class III Crack HMA Patching	SY	\$95.00	850	\$80,750.00	706.62	\$67,128.90
A1-14	Add Pavement Markings, Yellow	SF	\$0.70	2,800	\$1,960.00	1,905.20	\$1,333.64
Total					\$477,720.00		\$475,332.19

Prepared by
Clapsaddle-Garber Associates, Inc.
Marshalltown, Iowa

PN 4450.06

RESOLUTION APPROVING MANDATORY REPORTING POLICY FOR THE CITY OF
MARSHALLTOWN

WHEREAS the City of Marshalltown, Iowa wishes to create a mandatory reporting policy; and

WHEREAS, the City wishes to comply with Code of Federal Regulations 2 CFR, Section 200.113, which requires reporting of violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal grant, and

WHEREAS, City elected officials, City employees, and sub-recipients will be required to report violations to the City's Finance Director; and

WHEREAS, the City's Finance Director is responsible for reporting violations to the federal agency

WHEREAS the council finds that adopting this policy is in the best interest of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to adopt the Mandatory Reporting Policy.

Passed this 12th day of November, 2018, and signed this ____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

FINANCE DEPARTMENT

November 6, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Mandatory Reporting Policy

Policy Issue: Council is required to approve policies.

Recommendation: Staff recommends approving the Mandatory Reporting Policy.

Background: FEMA has brought to our attention that we need a policy to ensure that the city complies with Code of Federal Regulations, 2 CFR, Section 200.113, which requires reporting of violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal grant. For your convenience, I have attached the federal code section that is referenced in the policy.

Budget Impact: N/A

Attachment: Mandatory Reporting Policy
CFR-2014-title2-vol1-sec200-113

cc: Jessica Kinser, City Administrator

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



Marshalltown



CITY OF MARSHALLTOWN MANDATORY REPORTING POLICY

Title: **FINANCIAL POLICY**

Date of Version: **NOVEMBER 12, 2018**

Section: **MANDATORY REPORTING POLICY**

Resolution No.: **2018-**

SECTION 1 – PURPOSE

The purpose of this Mandatory Reporting Policy is to ensure that the City of Marshalltown complies with Code of Federal Regulations, 2 CFR, Section 200.113, which requires reporting of violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal grant.

SECTION 2 – MANDATORY REPORTING POLICY

City of Marshalltown elected officials, departments and/or employees are required to disclose, in writing and in a timely manner, all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal award. This requirement applies to violations involving the City, its elected officials, departments and/or employees, and any sub-recipients of a federal grant.

If a City elected official, department and/or employee learns of a violation of federal criminal law involving fraud, bribery or gratuity potentially affecting a federal grant, this party must report the violation to the City's Finance Director (designated City contact). Reportable violations include not only those violations concerning the City, its elected officials, departments and/or employees, but also include violations relating to sub-recipients of award monies.

The City of Marshalltown's Finance Director is responsible for reporting the violation to the relevant Federal agency in writing and in a timely manner.

§ 200.107

must implement the language in the Subpart C—Pre-Federal Award Requirements and Contents of Federal Awards of this part through Subpart F—Audit Requirements of this part in codified regulations unless different provisions are required by Federal statute or are approved by OMB.

§ 200.107 OMB responsibilities.

OMB will review Federal agency regulations and implementation of this part, and will provide interpretations of policy requirements and assistance to ensure effective and efficient implementation. Any exceptions will be subject to approval by OMB. Exceptions will only be made in particular cases where adequate justification is presented.

§ 200.108 Inquiries.

Inquiries concerning this part may be directed to the Office of Federal Financial Management Office of Management and Budget, in Washington, DC. Non-Federal entities' inquiries should be addressed to the Federal awarding agency, cognizant agency for indirect costs, cognizant or oversight agency for audit, or pass-through entity as appropriate.

§ 200.109 Review date.

OMB will review this part at least every five years after December 26, 2013.

§ 200.110 Effective/applicability date.

(a) The standards set forth in this part which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this part becomes final. Federal agencies must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

(b) The standards set forth in Subpart F—Audit Requirements of this part and any other standards which apply directly to Federal agencies will be effective December 26, 2013 and will apply to audits of fiscal years beginning on or after December 26, 2014.

2 CFR Ch. II (1–1–14 Edition)

§ 200.111 English language.

(a) All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

(b) Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

§ 200.112 Conflict of interest.

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

§ 200.113 Mandatory disclosures.

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Mitchell Logging & Tree Service
Address of Business: 3143 Garwin Rd. Marshalltown IA 50158
Business Telephone: 641 691 6941
Owner(s) of Business: Brandon Mitchell
Home Address/
Telephone of Owners: same

If incorporated, is business authorized to transact business in the State of Iowa? yes

Sales Tax Number: 47 419 1905

If title is a trade name, has such name been registered? yes

Date of commencement of business: May of 2015

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?

Yes ☒ No ☐ (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: 2012 willful endanger, no jail time, probation served

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
Skid loader		
chipper		
05 Dodge Ram	HU L 760	
06 Dodge Ram	BK 814	
05 Dodge Ram	GLW 178	
96 Dodge Ram	DOS 173	

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 _____

[Signature]
Applicant

Brandon Mitchell
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

641 691 6941



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2018

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 have ADDITIONAL INSURED provisions or 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 Insurance Center 231 1st St. East Independence IA 50644		CONTACT NAME: Randall Busche PHONE (A/C, No, Ext): (319) 334-7091 FAX (A/C, No): (319) 334-2173 E-MAIL ADDRESS: lhayes@insurancecenter-inc.com	
INSURED Mitchell Logging & Tree Service 3143 Garwin Rd Marshalltown IA 50158-9830		INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN WORLD INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13196	

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NPP8476952	05/23/2018	05/23/2019	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 \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					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					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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

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13th Street District Committee



Imagine... A vibrant neighborhood, unique shops, cafes, entertainment and events... a village within our city. A place where the history of the past intertwines with the present and the future. A place where the spirit of our community really comes alive.

To Marshalltown City Council,

The 13th Street District, now a 501(c)3 organization, has seen a great transformation from 2007 to the present. The revitalization of the district has undergone over \$5 Million dollars' worth of improvements from public and private sources. With major contributions from Martha-Ellen Tye Foundation, MEDIC, Marshalltown Development Foundation, and other private investors. The City of Marshalltown has also been one of the contributors in the transformation of the 13th Street District.

With so much time and dollars invested into the district by so many community stakeholders, we would like to ask the City of Marshalltown to fund a portion of the Public Safety Camera project 13th Street District has been working on in 2018.

Working with Mark Osmundson of Marshall County Crime Stoppers, Chief Mike Tupper of Marshalltown Police Department and Tom Deimerly of MEDIC, we were able to define the scope of the project and educate the area businesses about the value the cameras would bring.

The 13th District challenged all ten of the businesses in the district to contribute \$250 towards the project to show the City of Marshalltown the businesses are committed in protecting the investments of the revitalization efforts in the district. The 13th St District has secured the commitments totaling \$2500.00 from all ten businesses.

The 13th Street District is asking the City of Marshalltown for the remaining funding of three public safety camera of \$6780.00

Quote Amount:	\$9280.00
13 th St Challenge Initiative:	\$2500.00
Difference:	\$6780.00

Sincerely,

2018 Board: Chair: Neil Dalal, Secretary: Cynthia Ragland, Treasurer: Christine Hunt
Marketing & Events: Heidi Draisey, Development & Design: Tommy Thurston
Ad Hoc: Heidi Dalal & John Hermanson



**3190 Cedar Cross Ct
Dubuque, IA 52003
563-583-2245
Fax 563-583-2460
www.racom.net**

Proposal Prepared for: Marhsall County Crime Stoppers

Address 112 West Church Street

City Marshalltown

State & Zip Code Iowa 50158

County

Phone/FAX

Contact Name Mark Osmundson

Contact E-mail

13th Street Commerical District Camera System

[illegible]

Total Equipment Price	\$ 9,181.00
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Installation	\$ -
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Subtotal	\$ 9,181.00
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Taxes	\$ -
--------------	------

Shipping	\$ 99.00
----------	----------

Total	\$ 9,280.00
--------------	--------------------

Terms of Purchase: PAYMENT DUE AFTER INSTALL IS COMPLETE

Tax Rate

System Description:

Proposal Presented By: Ken Fleege

Date: 1/30/18

Proposal Accepted By:

Date:



June 11, 2018

To 13th Street Businesses,

Since the new year, the 13th Street District Committee has been working hard on increasing the quality of life in the area. We have been striving to be great a community partner to work side by side with other organizations in the Marshalltown area including the City of Marshalltown and Marshalltown Community School District. We have also been working on the legal paperwork to become an official 501c3 non-profit organization.

With the arrivals of the new businesses and the Futsal courts, the area will see more visitors and potentially more growth to your business. By recognizing this, areas of interest have been identified, where we as a committee can work with the other identified organizations to see continual growth in the area.

Protecting the investments of the district with the installation of security cameras is a need which has been identified. The security cameras would be a part of the initiative run by Crime Stoppers of Marshall County, Marshalltown Police Department and RACOM. These cameras would watch over the 13th Street District businesses, parking lots, and green space areas.

The value of these security cameras would protect the investments you have put into your businesses, patrons who visit the area, the investments by the community for the redevelopment of the area, Echo, and the newly installed Futsal courts.

Working with RACOM, we have received a quote of \$9,280 for three cameras which will provide camera coverage of the 13th Street area and the businesses in the district. Please see map below for details.

To be able to pay for the hardware and installation, the 13th Street District has a fundraising goal of \$2,500 toward the \$9,280 total project cost. A \$250 commitment from each of the 10 businesses in the area would achieve this initial fundraising goal. With commitments in hand, we would then go before the Marshalltown City Council to request the balance of the project cost. Providing a quarter of the costs upfront demonstrates to the City of Marshalltown that we as a district have buy-in with the security camera initiative to help protect the area investments.

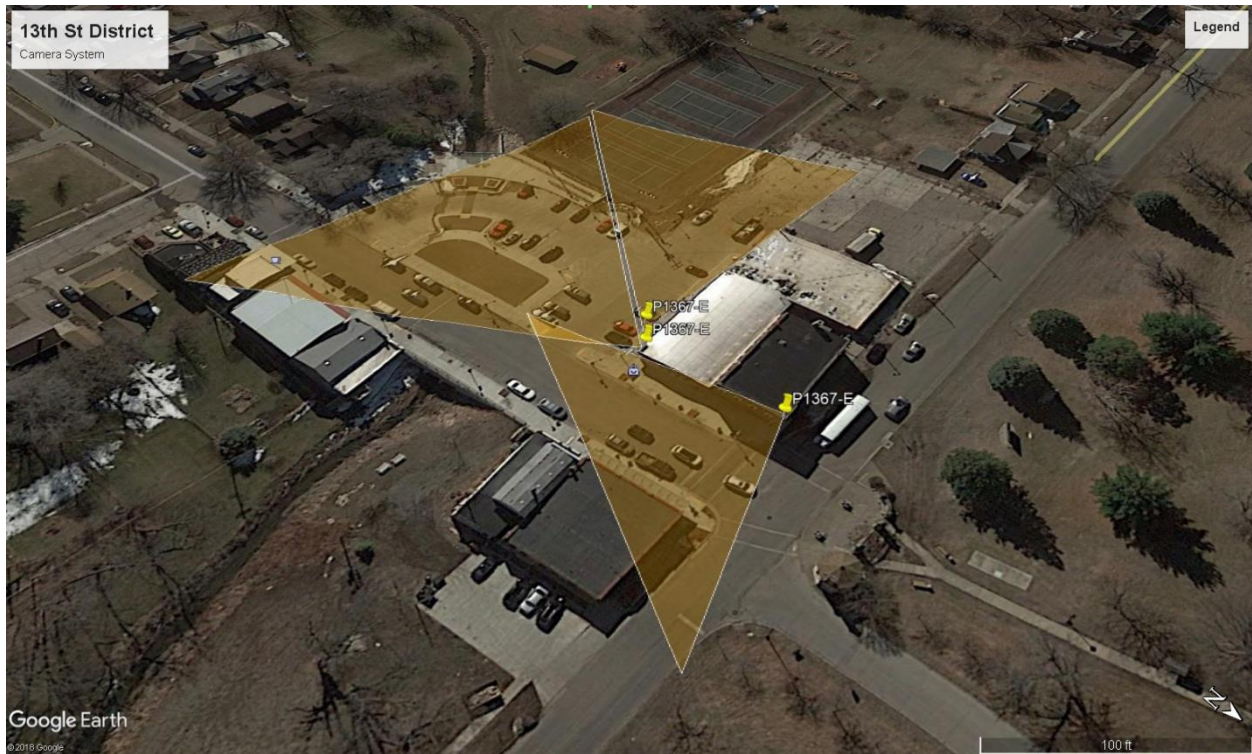
Your contribution will help the district, and the great community, protect the investments of your business and the redevelopment of our 13th Street District. Crime Stoppers has graciously agreed to accept payments for the 13th Street District Cameras. Checks can be made out to Crime Stoppers of Marshall County C/O "13th Street Cameras."

Please join us for a brief neighborhood meeting on Wednesday, June 20, 2018, at 5pm in front of Echo to learn more about this great opportunity. There will be a short presentation by Crime Stoppers and Chief Mike Tupper, MPD, and time for questions and answers.

Sincerely,
Neil Dalal - 13th Street District Chair



Preliminary coverage of the area by the security cameras



Agreement for Professional Services

This Agreement is effective as of November 12, 2018, between City of Marshalltown, Iowa (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Downtown Master Plan.

Client's Authorized Representative: Michelle Spohnheimer , Housing & Community
Development Director
Address: 36 N. Center Street
Marshalltown, IA 50158
Telephone: 641-754-5756 email: mspohnheimer@marshalltown-ia.gov

Project Manager: Bob Kost
Address: 3535 Vadnais Center Drive
Saint Paul, MN 55110
Telephone: 952-912-2604 email: bkost@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Professional Urban Planning and Design Services as defined in **SEH proposal dated October 24, 2018** entitled Proposal for Professional Consulting Services Downtown Master Plan Development. The scope of services generally described in the proposal include providing urban planning and design services to prepare a Downtown Master plan. The work task includes the following:

Community and Stakeholder Engagement including:

- Meetings, Documentation and Translation
- Project Web Page (1)
- Project Steering Committee Meetings (6)
- Stakeholder Focus Groups/Listening Sessions (4)
- One-on-one Interviews (12)
- Community-wide Questionnaire
- Multi-Day Design Charrette (3-1/2 days)
- Community Open House
- Formal City Council Presentation

1. Pre-Charrette Phase including:

- 1.1 - Data Collection, Base Mapping and Review of Past Plans
- 1.2 – Project Steering Committee Meeting #1
- 1.3 – Physical Site Conditions Assessment
- 1.4 – Zoning Code Assessment
- 1.5 – Stakeholder Interviews
- 1.6 – Existing Land Use and Building Analysis
- 1.7 – Stakeholder Focus Groups (4)
- 1.8 – Urban Design Analysis and Design Vocabulary

- 1.9 – Downtown Forces and Issues Summary
- 1.10 –Project Steering Committee Meeting #2
- 1.11 – Draft Downtown Vision and Design Principles
- 1.12 – Redevelopment and Enhancement Framework

2. Charrette including:

- 2.1 – Charrette Organization
- 2.2 - Multi-Day Charrette (3 -1/2 days)
- 2.3 – Project Steering Committee Meeting #3

3. Post Charrette

- 3.1 – Project Steering Committee Meeting #4
- 3.2 – Redevelopment and Enhancement Recommendations
- 3.3 – Proforma Refinement
- 3.4 – Downtown Multimodal Transportation Recommendations
- 3.5 – Downtown Parking Recommendations
- 3.6 – Streetscape, Public Art and Public Space Recommendations
- 3.7 – Implementation Strategy/Action Plan
- 3.8 – Project Steering Committee Meeting #5
- 3.9 – Design Standards
- 3.10 – Downtown Master Plan Outline

4. Draft and Final Master Plan Report

- 4.1 –Draft Downtown Master Plan Report
- 4.2 – Project Steering Committee Meeting #6
- 4.3 – Downtown Open House (On-line and Live)
- 4.4 – Final Downtown Master Plan Report
- 4.5 –Adoption

Schedule: Work to begin upon receipt of this signed agreement and will be completed by June 17, 2019.

The total **lump sum fee** is to be **\$200,000.00** including expenses and equipment. See **Exhibit A-2**

Expenses include such items as data files purchased from Marshall County and or other entities as required to complete the scope of work, travel, mileage, lodging, color printing, drawing supplies, public meeting materials, etc.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Marshalltown, Iowa

By: 

Lucas J Casey
Title: Client Service Manager

By: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-2
to Agreement for Professional Services
Between City of Marshalltown, Iowa (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 12, 2018

**Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed plus expenses. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

Billing will occur monthly, net-30 days and will identify the percentage of work complete.

Expenses will be billed direct with no mark up.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

**RESOLUTION APPROVING AN AGREEMENT WITH SHORT ELLIOT HENDRICKSON INC.
FOR THE DEVELOPMENT OF A DOWNTOWN MASTER PLAN**

WHEREAS, the City of Marshalltown was devastated by an EF-3 tornado on July 19th, with Downtown and the Marshalltown Central Business District experiencing significant damage; and

WHEREAS, the Martha Ellen Tye Foundation quickly granted \$100,000 for a new Downtown Master Plan in order for a new vision for recovery and growth to be set forth; and

WHEREAS, the City of Marshalltown was able to obtain a \$100,000 grant from the US Economic Development Administration for a Downtown Master Plan, resulting in a total budget of \$200,000; and

WHEREAS, ten proposals were received and reviewed and four interviews were conducted by an evaluation team; and

WHEREAS, Short Elliott Hendrickson Inc. or SEH was the unanimous choice as the consultant to complete the Downtown Master Plan due to their experience with another tornado-damaged community, public engagement plan, and proposed timeline for completion of June 2019, proposing to do so at a cost of \$200,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that attached agreement is hereby approved and the Mayor is directed to sign the agreement.

Passed this 12th day of November, 2018, and signed this _____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SET DATE FOR HEARING ON
AGREEMENT WITH MARSHALLTOWN
CENTRAL BUSINESS DISTRICT FOR
FISCAL YEAR 2019-20

422742-28

Marshalltown, Iowa

November 12, 2018

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 o'clock p.m., on November 12, 2018, at the Council Chambers, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out, related to setting a date for hearing on an Agreement with Marshalltown Central Business District for the fiscal year 2019-20, and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Setting date for public hearing on an Agreement with Marshalltown Central Business District for fiscal year 2019-20

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

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

WHEREAS, the City proposes to enter into an agreement (the “Agreement”) with Marshalltown Central Business District (“MCBD”) in connection with activities to be undertaken by MCBD in the Urban Renewal Area related to the Main Street Program and the City’s Façade Improvement Program in the fiscal year that will begin July 1, 2019; and

WHEREAS, the City has amended the urban renewal plan for the Urban Renewal Area to authorize the use incremental property tax revenues for the support of the activities of MCBD and for the Façade Improvement Program; and

WHEREAS, the Agreement would provide a payment to MCBD in the amount of \$30,000 related to the Main Street Program, under the authority of Section 403.9(1) of the Code of Iowa, during the fiscal year 2019-20; and

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

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

Section 1. This Council shall meet on the 26th day of November, 2018, at 5:30 o’clock p.m., at the Council Chambers, at which time and place a public hearing will be held on the Agreement.

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

NOTICE OF HEARING ON AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS
DISTRICT

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers on the 26th day of November, 2018, at 5:30 o'clock p.m., at which time and place a public hearing will be held on an Agreement between the City and Marshalltown Central Business District ("MCBD"), in connection with activities of MCBD related to the Main Street Program and the Façade Improvements Program in Marshalltown Urban Renewal Area No. 4, which provides for payments to MCBD in the amount of \$30,000 for the fiscal year 2019-20.

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

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

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

Shari Coughenour
City Clerk

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

Passed and approved November 12, 2018.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

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

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

WITNESS MY HAND this ____ day of _____, 2018.

City Clerk

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

November 9, 2018

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

Re: Set Hearing on FY 2019-20 Agreement with Marshalltown Central Business
District
File No. 422742-28

Dear Shari:

Enclosed are copies of a resolution that may be adopted by your City Council on November 12 to set November 26 as the date for a public hearing on the proposed Agreement with Marshalltown Central Business District related to activities to be carried out in fiscal year 2019-20. Also enclosed is a draft of the new Agreement.

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

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

Please contact me if you have questions.

Sincerely yours,

Robert E. Josten

Cc by email: Jessica Kinser

AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District (“MCBD”) as of the 26th day of November, 2018.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, MCBD and the City have entered into an agreement with the Iowa Economic Development Authority for the purpose of establishing and maintaining a Main Street Program in the Urban Renewal Area (the “Main Street Agreement”); and

WHEREAS, under the Main Street Agreement, MCBD is required to perform certain activities, including business development and retention; and

WHEREAS, the City has created a program under which grants are provided to owners of buildings in the Urban Renewal Area for the purpose of improving building facades (the “Façade Improvement Program”); and

WHEREAS, the Façade Improvement Program has been administered by MCBD; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City has amended the urban renewal plan for the Urban Renewal Area to authorize the use incremental property tax revenues for the support of the activities of MCBD and for the Façade Improvement Program; and

WHEREAS, it is the intent of the City and MCBD that this Agreement should set out the understanding of the parties for the period of time beginning July 1, 2019 and ending June 30, 2020 (“Fiscal Year 2019-20”);

NOW THEREFORE, the parties hereto agree as follows:

1. MCBD agrees that it will continue to maintain the Main Street Program in accordance with the Main Street Agreement and that it will promote business development and retention. MCBD also agrees that it will continue to administer the Façade Improvement Program under the direction of the City.

2. The City agrees that it will provide a grant in the amount of \$30,000 to MCBD for the Fiscal Year 2019-20 for the purpose of supporting the activities of MCBD under the Main Street Agreement, with funds for both purposes to be derived from incremental property tax revenues generated in the Urban Renewal Area.

3. This Agreement may not be amended or assigned by either party without the express permission of the other party.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and Marshalltown Central Business District have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MARSHALLTOWN CENTRAL
BUSINESS DISTRICT

By: _____

Name: _____

Title: _____

APPROVE ISSUANCE OF GENERAL
OBLIGATION CORPORATE PURPOSE
BONDS, SERIES 2018

422742-31

Marshalltown, Iowa

November 12, 2018

The City Council of the City of Marshalltown, Iowa, met on November 12, 2018, at 5:30 o'clock p.m., at the Council Chambers, in the City.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

It was reported that, on November 5, 2018, the Council had received bids and had awarded the sale of the City's General Obligation Corporate Purpose Bonds, Series 2018, and that it was now necessary for the Council to authorize the issuance of those bonds.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

• • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution authorizing the issuance of \$2,400,000 General Obligation Corporate Purpose Bonds, Series 2018, and providing for the levy of taxes to pay the same

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2018, in the amount of \$2,400,000 (the “Bonds”) were received and canvassed on behalf of the City of Marshalltown, Iowa (the “City”) on November 5, 2018, and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the City’s municipal advisor determined that the bid of UMB Bank, n.a., Kansas City, MO (the “Purchaser”), was the best, and the Council awarded the Bonds to the Purchaser; and

WHEREAS, it is now necessary to authorize the issuance of the Bonds;

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

Section 1. The Bonds are hereby authorized to be issued, in the total aggregate principal amount of \$2,400,000, to be dated December 3, 2018, in the denomination of \$5,000 each, or any integral multiple thereof, maturing on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2023	\$110,000	3.00%	2027	\$385,000	3.00%
2024	\$350,000	3.00%	2028	\$400,000	3.00%
2025	\$360,000	3.00%	2029	\$420,000	3.00%
2026	\$375,000	3.00%			

Section 2. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Bond Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Bond Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City, and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to prepay part or all of the Bonds maturing in each of the years 2025 through 2029, inclusive, prior to and in any order of maturity on June 1, 2024, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any

authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2019. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the name of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal

amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA MARSHALL COUNTY
CITY OF MARSHALLTOWN**

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2018

No. _____ \$ _____

RATE	MATURITY DATE	DATE	CUSIP
____%	June 1, _____	December 3, 2018	572767 _____

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above, from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2019, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2018 (the “Bonds”) issued by the City in the aggregate principal amount of \$2,400,000, for the purpose of paying the cost, to that extent, of constructing improvements to streets, sidewalks, waterworks, sanitary sewers and a City parking lot.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2017, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted and

approved on November 12, 2018, providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to prepay part or all of the Bonds maturing in each of the years 2025 through 2029, inclusive, prior to and in any order of maturity on June 1, 2024, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of December 3, 2018.

CITY OF MARSHALLTOWN, IOWA

By (DO NOT SIGN) _____
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By _____ (Authorized Signature)

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 5. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds.

Section 6. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2019,
sufficient to produce the net annual sum of \$107,600;

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$72,000;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$72,000;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$182,000;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$418,700;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$418,200;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$422,400;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$421,150;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$424,600;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$432,600.

Section 7. A certified copy of this resolution shall be filed with the County Auditor of Marshall County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment

of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 6 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 8. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 9. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved November 12, 2018.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution providing for the sale and issuance of \$2,400,000 General Obligation Corporate Purpose Bonds, Series 2018, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2018.

City Clerk

STATE OF IOWA

SS:

COUNTY OF MARSHALL

I, the undersigned, County Auditor of Marshall County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2018, the City Clerk of the City of Marshalltown filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on November 12, 2018, entitled: "Resolution authorizing the issuance of \$2,400,000 General Obligation Corporate Purpose Bonds, Series 2018, and providing for the levy of taxes to pay the same" and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2019, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2018.

County Auditor

November 8, 2018

Shari Coughenour
City Clerk/City Hall
24 N. Center Street
Marshalltown, Iowa 50158-4912

Re: \$2,400,000 General Obligation Corporate Purpose Bonds, Series 2018
Our File No. 422742-31

Dear Shari:

We have prepared and enclose copies of the resolution that should be adopted at the Council meeting on November 12 in order to authorize the issuance of the General Obligation Corporate Purpose Bonds, Series 2018. A copy of the bond issuance resolution must be filed with the County Auditor, and a form of certificate to be signed by the Auditor relating to the filing of a copy of the resolution in that office is included in these proceedings.

Also enclosed are three copies of the Registrar and Paying Agent Agreement. Please have all the copies signed on behalf of the City and return them to me. I will obtain signatures from Bankers Trust, and I will then send you a fully executed copy.

Also enclosed are three copies of the Loan Agreement. Please have all copies signed on behalf of the City and return them to me. I will send you a fully executed copy after the issue is closed.

Finally, enclosed are copies of the Continuing Disclosure Certificate. Please return two executed copies to me.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

Cc by email: Jessica Kinser
Diana Steiner
Maggie Burger
Diana Van Vleet

HOLD HEARING ON AND APPROVE
SALE OF CITY PROPERTY

(YSS of Marshall County)

422742-35

Marshalltown, Iowa

November 12, 2018

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 o'clock p.m., on November 12, 2018, at the Council Chambers, Marshalltown, Iowa, pursuant to the rules of the Council and to published notice.

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

Present: _____

Absent: _____.

It was reported that notice of the intention of the Council to conduct a public hearing on an offer to purchase property owned by the City located at 22 North Center Street, had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council.

The Mayor called for comments from the public, and the following named persons presented oral objections, statements, or evidence; filed written objections or statements, or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence)

There being no further objections or comments, the Mayor announced that the hearing was closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION_____

Authorizing Sale of City-Owned Property Located at 22 North Center Street

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

WHEREAS, the City has received an offer (the “Offer”) from YSS of Marshall County for the purchase of real estate owned by the City located in the Urban Renewal Area at 22 North Center Street (the “Property”); and

WHEREAS, pursuant to Sections 403.8 and 403.9 of the Code of Iowa, the City has published notice, including an invitation to developers to submit competitive proposals for the acquisition and use of the Property, has held a public hearing on the Offer, and has otherwise complied with statutory requirements for the approval of the Offer; and

WHEREAS, the City received one additional offer for the Property (the “Additional Offer”);

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

Section 1. The Council hereby finds that the Additional Offer is not in the best interests of the City and that a public purpose will reasonably be accomplished by accepting the Offer from YSS of Marshall County for the purchase of the Property for the amount of \$35, for the purpose of using the Property to continue serving youth in the community.

Section 2. The Offer is hereby approved, the sale of the Property to YSS of Marshall County is hereby approved on the terms included in the Offer, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver all documents necessary to transfer ownership of the Property to YSS of Marshall County.

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

Passed and approved November 12, 2018.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve an offer to purchase city-owned property.

WITNESS MY HAND this _____ day of _____, 2018.

City Clerk

November 9, 2018

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158-4912

Re: Approval of Sale of Police Station property
File No. 422742-35

Dear Shari:

Enclosed are copies of proceedings covering the City Council's public hearing on November 12 on the offer from YSS of Marshall County to purchase the city-owned property located at 22 North Center Street, followed by a resolution approving the sale of that property.

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

Very truly yours,

Robert E. Josten

cc by email: Jessica Kinser

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: November 9, 2018
RE: Sale of 22 N. Center Street

Following the receipt of the proposal from YSS of Marshall County, the Council set a required public hearing and a due date for any new proposals to be received on the purchase and use of 22 North Center Street. One proposal was received from Mark Eaton and is attached along with the original proposal from YSS.

I am recommending the Council proceed with the sale of the property to YSS of Marshall County as it contains no contingencies and less long term costs to the City of Marshalltown. I do recognize that it would not come on to the tax rolls as taxable value with this proposal, but it provides a facility to house an integral non-profit in the community which the City would not have to continue to manage.

The proposal from Mr. Eaton contains many contingencies related to the Police Station which have a financial impact on the City. The City cannot complete a 10-year tax abatement on the property as only new value would be eligible, and Mr. Eaton has not proposed any new value to be abated. The proposed triple net lease presents continued operating costs for a building which we are trying to divest ourselves from. Under this lease, the City would be responsible for taxes (estimated at \$9,000), property insurance (\$3,260.77 in current year), and maintenance (at least \$2,000 based on past records, does not include employee time), totaling around \$14,000 or more annually. That figure could increase in any given year depending on whether any building components would need to be replaced.

If the Council approves the resolution to sell to YSS, we would then close on the property following the Police Department's move to the new facility.

If the Council would like to proceed with Mr. Eaton's property, no action should be taken on the resolution to sell to YSS, and a motion should be made to set a public hearing on the sale of the property to Mr. Eaton. This would then come back as a formal resolution on the November 26th agenda, with a public hearing to be held on December 26th. Additional proposals would continue to be received during that timeframe.

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



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



Attn: City Of Marshalltown, IA

ER: Offer to purchase the following properties

22 N Center Street,
Marshalltown, IA 50158
Aka Police Station

20 E State, 12 E State, and 26 E State, plus the alleyway between 12E & 20E,
Marshalltown, IA 50158
Aka The Armory/Senior Citizens Center and adjacent parking lots.

This is letter is to confirm that the offer to purchase these properties is based on the attached offer to purchase. Since the offer to purchase the Police Station (22N Center) was public and the offer to purchase the Senior Center and related properties was through sealed bid, the original offers were required to be presented in two separate forms. Now that the sealed bid offers have been published this letter is to confirm that that both offers have always been made as an offer in whole.

Mark Eaton 11/8/2018

Mark Eaton

Date

Mark Eaton, 1007 S 10th Ave, Marshalltown, IA 50158

Attn: City of Marshalltown, Iowa

Offer to purchase: All offers must be accepted as one complete package in whole.

22 N Center Street,
Marshalltown, IA 50158
aka Police Station

\$50,000, with new ADA compliant Elevator installed by the City as currently being promised to YSSMC; 10-year tax abatement; 10 yr, \$1/yr triple-net lease back to the City for office space (per TIF project outline); wave all building permit fees. Saving the city \$83,000 is expenses required to separate the utilities between the Police Station and City Hall. If the city does not want to use the building for office space, non- Profits such as YSSMC will also be offered the use of the building. The City can sublease to YSSMC or other entities that will serve the best interest of Marshalltown community and residents.

AND

20 E State, 12 E State, and 26 E State, plus the alleyway between 12E & 20E,
Marshalltown, IA 50158
aka The Armory/Senior Citizens Center and adjacent parking lots.

\$50,000; 10-year tax abatement; City will grant the proceeds of the Insurance settlement (\$692,571.96) for restoration the building; wave all building permit fees. I intend to restore both floors for use by their former tenants Senior Citizens Inc and NEI3A. If they do not wish to use the building I will offer it to other non-profits in the City.

Other Options:

Public non-profit

- Community wood working and art shop
- Community computer center
- Community event space, weddings, family reunions
- The CVB can promote the shuffle board courts
- ...

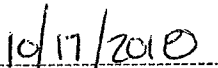
Total offer for both properties is \$100,000. This will pay for the new ADA elevator in the Police Station and save the City the expense of separating the utilities, saving the city \$183,000. The Insurance proceeds would have been largely spent to demolish the Armory so granting back the proceeds of the insurance settlement for restoration of a, soon to be, centennial building, costs the city nothing, and save approximately \$30K per year in lost revenue currently being spent funding the seniors utilities.

The Senior Center is saved, per the request of the 421+ people. The City is spending \$0 to put these two buildings back on the tax rolls. The City is saving \$30,000 annually in lost operating expenses on the Armory. At least two non-profits will have their home restored. The City will no longer be the landlord of these buildings. This project will serve the best interest of the Marshalltown community and residents.

Community pride is one of the biggest problems in Marshalltown. Accepting this offer would be a monumental step in restoring community pride – a key goal of the stake holders that comprise Vision Marshalltown.



Mark Eaton



Date

Mark Eaton, 1007 S 10th Ave, Marshalltown, IA 50158 801-380-7935

To: Jessica Kinser, Marshalltown City Administrator and the city council.

From: David Hicks, Director, YSS of Marshall County (YSSMC), Marshalltown, Iowa.

RE: Response to request for proposal issued on Tuesday November 11, 2018 for purchase and use of 22 N. Center Street, Marshalltown, Iowa.

Summary

YSSMC's previous location, 11 E. State St, was a leased occupancy on a month-to-month basis. The July 19 tornado destroyed the owner's grocery store, which then created a need for him to re-start his business at the E. State Street address, which had only sustained minor damage. YSSMC was forced to move and quickly occupied the conference room in the basement of the 22 N. Center St. location, thanks to the City Administrator and Chief of Police. YSSMC intends to occupy the building to expand services and programming for youth and families in Marshalltown and surrounding communities. YSS of Marshall County has been part of the downtown community for its entire 35 year history but has often been limited due to space. The previous location on State St. was only 3,500 square feet, so several staff had to share offices, or use computers in common spaces. This made doing confidential work and life skill training much more challenging. The building had only one restroom, a breakroom, and only 2 small conference rooms to hold meetings, lead groups, or work as teams. The history that belongs to YSS of Marshall County is one that is rich with making its children and families stronger. As the changing landscape downtown looks to be a collaborative endeavor, YSS of Marshall County will be an active partner in its rebirth and growth. Kids may make up 50% of Marshalltown's population but they are 100% of our future. YSS will continue to build stronger families by giving them hope and opportunity, in a location that meets their needs. Looking ahead, the agency sees this opportunity as a win-win for YSSMC and the families of Marshalltown.

1. Overview of Organization.

- A. Firm name and business address: YSS of Marshall County, commonly known as Youth and Shelter Services, is currently located in the basement of 22 N. Center Street in Marshalltown. Office phone: 641 752 2300 Cell phone: 641 751 3412 (David Hicks, Director of YSSMC)
- B. History of the firm: On a Friday in late January, 1974, a tragic event in Marshalltown brought public attention to the legal policy of putting runaways in jail. Dean Beurskens, a 16-year-old runaway, hung himself in his Marshalltown jail cell with the nylon drawstring from a jacket. Ironically, that day, he was supposed to have been taken from jail to the Ames Shelter House, where he could have received the support and counseling that might have saved his life. Beurskens' probation officer had called Shelter House earlier that Wednesday to secure a space for him. YSS had a space on Friday and told the officer to bring him over;

however; the officer decided to postpone the trip until Monday. Although other teens had committed suicide in Iowa jails, Dean's story was given unusual prominence. The Des Moines Register featured it, because a reporter was coincidentally at the jail when the ambulance arrived. Sixteen-year-old Dean had used the jail cell wall to scribble a suicide note, which was part of the front page story. Suddenly, Shelter House was thrust into the limelight as an alternative to jail that could have saved Dean's life. The newspaper articles resulted in the public outcry about the custom of placing runaways in city and county jails, sometimes in sight and sound of adult prisoners. A week after Dean's death the YSS Executive Director and founder, George Belitsos, received a call from Governor Robert D. Ray. He wanted to visit Shelter House, still the only facility of its kind in Iowa. Governor Ray and his wife toured Shelter House and met with the media, pointing out that the facility was an example of what could be done to help troubled runaways. Soon thereafter, the Governor backed a change in legislation to remove runaways and other status offender from jails and detention. The "Deinstitutionalization" movement, led by the Iowa League of Women Voters, was effective, and the legislators rewrote the laws. Subsequently, eighteen shelters opened across Iowa, many of which were modeled after Shelter House. With this statewide recognition, local funds from sources including United Way and the City of Ames began to become available. In the mid-1970s YSS assisted Marshall County in opening its own emergency youth shelter, modeled after the Ames Shelter House program. There was an outpour of citizen support for the project after the highly publicized death of Dean. Land was donated and a new building was constructed and furnished, primarily with community donations. Unfortunately, the program closed after only a few years, because of the lack of ongoing financial support, and the building was turned over to Quakerdale and became a group home. With the loss of the emergency shelter, YSS stepped in during the early 1980s to assist runaways. A federal grant entitled "Runaway Basic Center" was secured for a multi-county rural service including Marshall County. In 1983 YSS opened a site in downtown Marshalltown (inside of the Masonic Temple building) with a 24-hour hotline and a full-time counselor to work with runaways. The YSS Basic Center grant continues to this day and services a 23-county area. The Board of Supervisors support that had been designated for the shelter (now closed) was diverted to the YSS Runaway program and continues to this day. In 1986, the Marshall/Hardin Runaway and Youth Service Center (RAYS), with its main office in Marshalltown (130 W. Main) and a satellite office in Eldora, expanded the Basic Center's services. "RAYS" offered a crisis line for farm families facing new economic problems that sometimes spilled over into family life. It also provided counseling and short-term foster home placement for children of families in crisis. An in-home family counseling component was added in 1987, followed by a transitional facility and apartments to shelter youth, ages 16-21, who could not safely live with a relative. In 2005, YSS of Marshall County was forced to move from the W. Main St location due to senior housing being constructed across from the Times-Republican, to its most recent location on E. State Street.

- C. Description of business: YSS of Marshall County is a private, non-profit youth serving agency. YSSMC provides in-office, in-home, and school based counseling, community outreach, skill development, therapy, and several case management services.
- D. Identify the state of which firm was organized: YSS was established and incorporated in Ames, Iowa. Marshalltown's center was opened in 1983.
- E. Type of Ownership, name and location of parent company and subsidiaries: YSS is a 501c3 non-profit and headquartered at 420 Kellogg, Ames, Iowa.
- F. Number of Fulltime Employees: 10 full-time, 3 part-time. The Director of YSSMC is Marshalltown native and 1989 MHS graduate David Hicks who has held that position for 13 years. He has been with the branch for 23 years and in the social work field for 25. He is the longest serving director and the longest serving employee in the branch's history. YSSMC staff includes two bilingual (Spanish speaking) staff, and a nurse. YSSMC also has a 12 member community advisory board, chaired by former Marshalltown Associate School Superintendent, Pat Kremer. The board makeup consists of community members, high school youth, and YSS program alumni.
- G. Financial stability and/or outlook: YSS's financial stability and outlook remain very good. YSSMC's operating budget is around \$850,000 with multiple funding sources. YSSMC utilizes several federal and state grants, fee for service dollars, along with excellent local support from small towns in Marshall County, in addition to the United Way, Board of Supervisors, area foundations/trusts, and local donors. YSS is accredited nationally by CARF (Commission on the Accreditation of Rehabilitation Facilities). YSS has maintained the 3 year maximum accreditation at each review, with many of our programs being "exemplary", which is the highest recognition awarded.

2. Use of Property: YSS of Marshall County supports a broad range of services, many of which are unduplicated in the area:

- a. The Iowa Aftercare Services Network: Currently serving 40 youth who have aged out of Iowa's foster care system, this service is regarded as one of the best in the entire nation. Staff provides case management, life skill education, and other services so these young people can become self-reliant following their aging out of care. Within this service is the Opportunity Passport program which provides a financial match from an anonymous donor up to \$3,000 once youth have passed a financial literacy course taught by YSSMC staff. So far, over a dozen youth have successfully matched their money to purchase cars, meet college needs, and even buy a house.

- b. Achieving Maximum Potential (AMP): This is a leadership group for kids still in foster care or those who have recently aged out. The Marshalltown AMP youth work together to build positive adult partnerships, learn about vocations, participate in community services, as well as advocate for youth who are in foster care. This group is guided by youth in foster care and led by a degreed adult in the mental health field. There are 5 active youth (and growing).
- c. Bilingual Family Counseling: Currently serving 20 families who are Spanish speaking and involved in the Juvenile Court or DHS system. This provides in school, home, or office counseling between youth and their parents who do not speak English. This includes keeping kids in their homes and preventing placement, hospitalization, or recidivism.
- d. Transitional Living programs: YSSMC currently leases seven scattered site apartments and single family home where the homeless, throwaway, or unaccompanied young person can reside. The program participants are required to work, go to school, get medical screenings with our in-office nurse, as well as participate in skill development, budget/money savings education, as well as required mental health or substance abuse screenings and counseling, if appropriate. Currently, all of our beds are fully occupied. YSSMC has 2 housing programs geared for parenting youth and families and one program geared towards non-parenting singles.
- e. Child Access and Visitation: This program is the only one of its kind in central Iowa. YSSMC provides a safe, neutral setting to allow non-custodial parents to visit or have a visitation exchange with their children. Often times, there are no-contact orders between parents. This grant allows us to be the go-between to allow for the child(ren) to have safe access to both parents. YSSMC firmly believes that children should have access to both parents as well as strongly encouraging non-custodial parents to keep up with their child support payments. YSSMC are one of two agencies in the state who provides this service at no cost. It is in high demand and supported by many Marshalltown attorneys and parents.
- f. Family Development and Self Sufficiency: Two YSS staff provide case management and support for those receiving state-funded cash assistance to remove them from dependency to self-reliance. This may include job training help, securing child care, connecting them to area resources, as well as other barriers identified by the family. YSSMC case managers work with the 18-25 age population, while MICA handles the 26 + age group. Currently, 20 families are enrolled and being served.
- g. In-home/school/office behavioral health counseling: YSSMC provides counseling on site, in home, or in the schools to work with students and their families to improve communication, identify concerns, build strengths, and/or to remediate behaviors. Staff may use a sliding fee or Medicaid funding to support this program. Currently, YSSMC serves 10-15 families and remain a "go to" agency when a school has a need but is unsure as to what resources are available.

- h. Other services: YSSMC offers a 24 hour support line, provide family/youth decision team meetings, and in-home support program for families identified by the department of human services. YSSMC staff co-facilitate the 24/7 Dad program which builds skills of fathers (at no cost), provide Spanish translation for anyone who requests it, as well as leading groups in-school or in-office. The staff nurse provides general medical assistance, including physicals, assessments, and prevention information to the program participants. YSSMC Director David Hicks is also the Chair of the Marshall/Hardin Local Homeless Coordinating board who leads monthly meetings with local service providers to share information, resources, and data to better serve vulnerable populations.

3. Intended Improvements: While the space would suit YSSMC's needs upon move-in, specific upgrades to meet the needs of our program participants and ADA accessible bathrooms may need to be addressed. Esthetic improvements of the exterior/entrance, waiting area, and locations where children and families would be served would be made within the first 6 months to a year of move-in. The purpose would be to make the counseling/skill development area warm, inviting, and family friendly. There is a vision for the basement area near the kitchen as an opportunity to do a lot more independent living and life skill education – whether it's how to prepare healthy meals or allowing our youth aging out of foster care to utilize the laundry and/or shower/locker areas. There may be some need for kitchen appliance upgrade, which is yet to be determined. The upstairs location (where the police have their workout room) would continue to be utilized for self-care and wellness for client and staff enrichment. Other opportunities exist to re-develop the YSSMC play-therapy services in the conference room, which may require some improvements in technology to meet the needs of the clients. Expanding the behavioral health component will occur by adding licensed therapy staff which may utilize telehealth technology to improve mental health access to area residents. The estimated improvement cost in the first year would be approximately \$1,500.00. As needs or emergencies arise, YSS has access to a few area foundations that are committed to the future of the agency. There is no anticipated need for additional parking demands as on-street and public parking lots, including handicapped spaces, are numerous and within easy access.

4. Purchase price: In reflection and celebration of YSSMC's 35th Anniversary of providing innovative and quality services to the youth and families of the Marshalltown area in 2018, the agency offers **\$35.00** to purchase the property at 22 N. Center St.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David D. Hicks", written over the typed name.

David D. Hicks

Director, YSS of Marshall County

22 N. Center Street (basement)

Office: 641 752 2300

Cell: 641 751 3412

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A
MECHANICALLY-CLEANED BAR SCREEN BY ENGINEERED EQUIPMENT
SOLUTIONS. FOR THE PRICE OF \$133,898.00**

WHEREAS the City of Marshalltown, Iowa desires to procure a Mechanically-cleaned Bar Screen and let bids for this purpose; and

WHEREAS Engineered Equipment Solutions submitted a bid for \$133,898.00, and

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

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

Section 1. That the City of Marshalltown accepts the bid from Engineered Equipment Solutions for said bar screen in the amount of \$133,898.00.

Section 2. The Council of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said bar screen at the above referenced price and conditions.

Passed this 12th day of November, 2018, and signed this 12th day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



November 6, 2018

Mr. Bob Ranson
Superintendent
Marshalltown Water Pollution Control Plant
1001 Woodland St.
Marshalltown, IA 50158

**RE: Riverview Park Storm Water Improvements
Mechanical Screen Proposals
City of Marshalltown, Iowa**

Dear Mr. Ranson:

This letter provides our report on review of the mechanically-cleaned bar screen proposals that were submitted to you on October 31, 2017 and offers our recommendation.

The following two (2) manufacturer representatives submitted proposals.

- Vessco, Inc. submitted a proposal for a MultiRake Mechanically-Cleaned Bar Screen, manufactured by Enviro-Care, with a proposal amount of \$89,508.00.
- Engineered Equipment Solutions submitted a proposal for a Mensch Crawler Type Mechanically-Cleaned Bar Screen, manufactured by Vulcan, with a proposal amount of \$133,898.00.

Marshalltown's application for a bar screen is unique in that water will be channeled from a lagoon rather than through a closed pipe. A concern with this situation is moving parts below the water surface that can potentially be damaged by freezing water in the winter. Another concern is access to moving parts that require maintenance since the lagoon cannot be dewatered. The Vulcan Mensch Crawler Screen utilizes cogwheels with pin racks that remain above the water surface. The screen has no moving parts below the water surface; therefore, nothing can be damaged or must be maintained under water. The Enviro-Care MultiRake Screen utilizes a chain and sprocket that travels below the water surface to the bottom of the unit. The MultiRake Screen configuration also has a slide guide at the base that requires maintenance.

Another concern is potential for large debris getting lodged or damaging moving parts below the water surface. The Vulcan Mensch Screen has adequate force that positively engages the rake teeth to safely remove large debris.

For these reasons, we recommend awarding procurement to Engineered Equipment Solutions for the Vulcan Mensch Crawler Type Bar Screen for an amount of \$133,898.00.

Sincerely,

Debra Mathias
Senior Environmental Engineer
Stanley Consultants, Inc.



November 8, 2018

Ms. Deb Mathias, PE
Stanley Consultants, Inc.
225 Iowa Avenue
Muscatine, Iowa 52761-3764

RE: Marshalltown, Iowa
Riverview Park Stormwater Pump Station Mechanical Screen
Vulcan Industries Quotation

Dear Ms. Mathias:

Please find enclosed our Quotation No. 18/193 for the Mechanical Bar Screen for the above referenced project. Vulcan Industries, Inc. proposes to supply our Model FT-48 Automatic Bar Screen to be installed in a 4'-0" wide and 8'-6" deep channel. We appreciate the opportunity to submit the attached information for your review and consideration.

It is understood that the equipment will be installed in a stormwater pump station inlet that is adjacent to the Marshalltown bike path trail head, and Riverview Park campground. Given this location we understand it is important in the selection of equipment that the potential for unsightly hanging debris be minimized. The operation of the Mensch screen proposed completely removes the rake head from the flow stream when not cleaning the bar rack, and thus lends itself to a clean screen free of hanging debris. As well, we understand that this installation will be susceptible to freezing and thus, the screen as proposed, includes heat tracing and insulation on the discharge chute.

If you have any questions or concerns throughout the process of bidding, construction, or anytime following, please do not hesitate to contact me at 712.642.2755.

Sincerely,

Andrew R. Synhorst, PE
Sales Manager

Enclosure: Vulcan Quotation 18/193



QUOTATION

To: Mr. Rob Ranson
Marshalltown WPCP
1001 Woodland Street
Marshalltown, IA 50158

Quotation No.: 18/193

Date: 10/11/2018

Bid Date: N/A

Subject: Mechanical Bar Screen Procurement

Riverview Park Stormwater Pump Station
Marshalltown, IA

F.O.B.: Factory Frt Allowed

Submittal Drawings: mailed 6-8 weeks after receipt of purchase order

Equipment: shipped 18-22 weeks after receipt of approved submittal drawings

MECHANICAL BAR SCREEN EQUIPMENT SPECIFICATIONS SECTION 46 21 10

Vulcan Industries proposes to furnish and deliver one (1) Model FT-48 Mensch Crawler Type Bar Screen for installation at the Riverview Park Stormwater Pump Station. This proposal includes raking mechanism, bar rack, frames and tracking, discharge chute, drive unit, pin racks, all required electrical control panels and other necessary items as listed below.

BAR SCREEN QUANTITY: One (1)

NUMBER OF PIECES: Minimum practical for shipment and installation

PROJECT DETAILS:

Channel size:	4'-0" wide X 8'-6" deep (8'-8" invert to operating floor)
Bar Size:	3/8" wide x 2-1/2" deep rectangular profile X 6'-0" vertical height
Bar rack clear spacing:	2"
Angle of inclination:	80° from horizontal
Debris discharge height:	5'-0" above top of channel
Rake speed:	20 feet per minute
Rake lifting capacity:	400 lbs. minimum
Motor power:	3.0 h.p.
Electrical supply:	460 volt, 3 phase, 60 cycle (by others)

MATERIALS OF CONSTRUCTION:

Bar Rack:	304 Stainless Steel
Base Frame:	304 Stainless Steel
Side Frames:	304 Stainless Steel
Dead Plate:	304 Stainless Steel
Discharge Chute:	304 Stainless Steel
Rake Assembly:	304 Stainless Steel
Wiper Assembly:	304 Stainless Steel/UHMW Polymer
Pin racks:	Hardened carbon steel with Stainless Steel bolts
Cogwheels:	Hardened carbon steel

Gear Reducer: Cast Iron/Manufacturers Standard
Motor: Cast iron, totally enclosed, fan cooled with brake

CONTROLS:

Main (remote) panels: NEMA 4X stainless steel
Control sequence: Adjustable frequency and duration timers with differential level override system using existing differential level system. Motor starter, circuit breaker, control power transformer, necessary relays, internal wiring and other necessary components provided with control panel.
Local panels: NEMA 4X stainless steel, includes "Hand-Off-Remote" and "Forward-Off-Reverse" selector switches and "Emergency Stop" pushbutton.

PAINTING:

Motor and Gear Reducer: Tnemec 69 epoxy
All other components: Cleaned and shop passivated after fabrication

SPARE PARTS:

- a. One (1) limit switch
- b. One (1) wiper blade
- c. Two (2) drive shaft roller bearings
- d. Two (2) guide shaft roller bearings
- e. One (1) set brake discs and springs
- f. Ten (10) feet of pin rack bolts rollers and bushings
- g. Two (2) Cogwheels
- h. One (1) fuse of each size for control panel

ADDITIONAL INCLUDED EQUIPMENT:

- a. Full odor control enclosures for upstream and downstream sides of bar screens above operating floor level.
- b. Dead plate/discharge chute heat tracing, insulation and jacketing.

FIELD SERVICE:

Number of Trips: Two (2) total (includes start-up and operator training services)
Number of Days: Four (4) total (includes start-up and training services)

FREIGHT:

Number of trucks: Minimum practical
Cost of Freight: Included to Marshalltown, IA, USA

ITEMS PROVIDED BY OTHERS:

- a. Installation of Equipment (including concrete, grout, etc.)
- b. Interconnecting electrical wiring and conduit
- c. Hand rails and grating
- d. Other items not specifically included in this Quotation

EQUIPMENT WEIGHT: 8,100 lbs

TOTAL LUMP SUM PRICE.....\$ 133,898.00

NOTES:

1. This quotation is subject to our Standard Quotation Notes below and the Standard Terms and Conditions, STC-001 included and made a part of this Quotation by reference hereto.

2. **Additional information is available from the sales representative as follows:**

Engineered Equipment Solutions

203 E. Main St.

State Center, IA 50247

email: mstreeter@e-equipmentsolutions.com

Attn: Matt Streeter

Tel: 641-483-2904

Fax: 888-421-2856

Cell: 515-450-8803

3. **SPECIFICALLY NOT INCLUDED:** Unless otherwise outlined and defined within the written scope of the quotation are:

a) Installation or demolition.

b) Construction Items: Such as concrete foundations, base slabs, grout, sealants, field specified preparations and coatings, etc.

c) Mechanical Items: Such as interconnecting pipe, pipe fittings, gaskets, hangers, supports, etc.

d) Electrical Items: Such as motor control centers, disconnect switches, contactors, instrumentation, conduit, interconnecting wire, potting, etc.

e) Maintenance Items: Such as tools, oil, grease, solvents, chemicals, light bulbs or tubes, etc.

4. **SHIPMENT:** The schedule outline on Page 1 of the quotation is our best estimate based upon material availability. Vulcan Industries cannot assume any liability for delay caused by the unavailability of material which is beyond our reasonable control.

5. **PAYMENT:** Payment shall be in accordance with Sheet STC-001, Article 4 ; B. The terms for payment are independent of, and are not contingent on, third party contracts or commitments.

6. **DELIVERIES:** The equipment will be shipped on a flat bed truck to the first specified destination provided suitable access roads exist for the delivering carrier. If delivering carrier cannot negotiate the construction site roads, the Buyer shall provide for unloading at the nearest accessible site and shall be responsible for any additional transport required to reach the project site.

7. **ACCEPTANCE:** The Buyer shall accept this quotation within 30 days from the bid date by letter of intent or purchase order with payment terms that conform to the Terms and Conditions for Quotation or Sale, Sheet STC-001. Price is subject to change without notice after this interval.

Purchase order, or agreement forms, that involve changes, disclaimers, special terms, etc. which conflict with our Standard Quotation Notes and/or Terms and Conditions, may require additional time for processing of up to several weeks, depending on the extent of legal and/or financial involvement that may be associated in a detailed examination. Additionally, if such requirements involve added cost such charges shall be presented for written authorization prior to further processing.

Where a mutual agreement cannot be reached VULCAN INDUSTRIES reserves the right to return all purchase documents without further obligation or liability.

VULCAN INDUSTRIES



Andrew Synhorst
Sales Manager

STANDARD TERMS AND CONDITIONS

1. **DEFINITION:** The definition of terms used, interpretation of sale agreement and rights of parties hereto shall be construed under and governed by the Uniform Commercial Code of the State of Iowa. "Seller" when used herein means VULCAN INDUSTRIES. "Buyer" when used herein means the person, company or corporation to whom the quotation is addressed. "Equipment" means those components, articles, supplies or services described herein. These terms and conditions apply unless specifically noted on the quotation.

2. **ACCEPTANCE:** All quotations are for acceptance within the limits established therein and beyond which are subject to change without notice. If this quotation constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to the terms of this quotation.

Any terms proposed in buyers acceptance of this quotation which add to, vary from, or conflict with the terms hereof are hereby objected to and rejected and shall not constitute any part of any contract resulting from this quotation. Any such proposed terms shall have no force or effect and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of any contract resulting from this quotation and may be modified only by written instrument executed by the authorized representative of both parties.

3. **PRICES:** Prices for Equipment included in this quotation are subject to the specific outline herein.

4. **PAYMENT:** (A. Domestic) Net 30 days, basic orders; (B. Domestic) 90% Net 30 days, 10% Net 30 days after start-up but not to exceed 120 days after initial billing. (C. Domestic) 95% Net 30 days, 5% Net 30 days after start-up but not to exceed 120 days after initial billing. (D. International) Irrevocable Letter of Credit - Payment due at sight, available at First National Bank, Attn: International Trade Services, 134 South 13th Street, Suite 100, Lincoln, NE 68508 USA, Telex: 484410 FIRSTNATBK OMA, SWIFT: FNBOUS44LIN. Tel: 402-323-5258 Fax: 402-323-5219; ABA #104000016 (E. International) Payment will be wired to our account per the following: 30% with purchase order, 30% with approval of submittals, 30% upon delivery to plant and 10% after unit Start-up (to be sent with factory service tech).

If buyer delays shipment, payment shall become due from the scheduled date when equipment is ready for shipment. If Buyer delays completion of manufacture, Seller may require payment according to the percentage of Equipment completion. Equipment held for the Buyer shall be at the Buyer's risk and storage charges may be applied at the discretion of the Seller.

Accounts past due shall accrue interest charges at a rate of 1.5% per month, (18% annual rate), where permitted by applicable law. Buyer shall pay Seller reasonable cost of collection or securing money due and unpaid, including a reasonable attorney's fee of 25% of the amount owed.

5. **TAXES:** Prices do not include present or future sales, use, occupation, excise or other taxes in repeat of manufacture sales, or delivery of Equipment which shall be paid by the Buyer unless this is specifically defined and outlined in the body of the quotation as paid by the Seller. If tax-exempt, Buyer shall supply to the Seller a valid exemption certificate. If not exempt, Buyer shall supply all other tax information required by Seller.

6. **SCHEDULE:** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." The Seller shall not be liable for delays due to force majeure, strikes, labor difficulties, fires, acts of government or military forces, transportation, procurement or any other cause beyond the reasonable control of the Seller. No provision for liquidated damages for any cause shall apply under this order.

7. **TITLE/RISK OF LOSS:** Title and risk of loss shall pass to the Buyer upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain with the Seller, regardless of mode of attachment to realty or

other property, until full payment has been made therefore. Buyer agrees to do all things and acts necessary to protect said security interest.

8. **ASSIGNMENT:** Neither party shall assign or transfer this contract without prior written consent of the other party. As a condition of any such written consent, such assignment shall be subject to the terms and conditions herein and no greater rights or remedies shall be available to the assignee.

9. **PATENTS:** The Seller shall defend the Buyer and the ultimate owner of the Equipment from alleged or actual infringement of any United States patent by the equipment furnished pursuant hereto if properly notified and given an opportunity to do so with friendly assistance. The Seller shall pay all damages and cost awarded by a competent court in any litigation thus defended or of which it may have had notice and opportunity to defend as aforesaid. Specifically excepted would be parts of special design, construction, or manufacture specified by and originating with the Buyer or the ultimate owner.

10. **WARRANTY:** The Seller warrants all Equipment of its own manufacture to be free of defects caused by faulty material or workmanship and shall, at its option, exchange or repair without charge, F.O. B. its factory, such part or parts thereof that prove defective under normal use within eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever occurs first. The Seller's obligation under this warranty is limited to the above and does not apply to replacement or repairs, which are required as the result of improper installation, misuse, maladjustment, abnormal operating conditions, or lack of routine maintenance. Nor does this warranty include furnishing of service for maintenance or problems arising from the foregoing causes.

The Seller shall not be liable for any claims, losses, labor expenses or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use, its products, or the other consequential loss of damage of any nature arising from any cause.

This warranty is the sole warranty of the Seller and any other warranties express, implied in law, implied in fact including any warranties of merchantability and fitness for use, are hereby specifically excluded.

11. **QUALIFICATIONS:** This warranty is void unless the Buyer provides protective storage, installs and maintains the equipment in accordance with the Sellers furnished instructions. No employee of the Seller or its representatives has the authority to alter, or enlarge the terms of this warranty or obligate the Seller beyond the terms of this written warranty.

12. **LIABILITY LIMITATIONS:** The aggregate total liability of the Seller in connection with the performance of this contract, whether for breach of contract or warranty, negligence or otherwise, shall in no event exceed the purchase price of the unit of Equipment upon which such liability is based.

13. **CANCELLATION:** Any contract resulting from this quotation cannot be cancelled except with written consent of the Seller and upon terms, which will indemnify the Seller from any loss, occasioned thereby.

14. **CHANGES:** If the Buyer requests changes of design, configuration, or quantities, other than as outlined by the quotation, these shall be in writing recognizing any price increase or reduction resulting there from. The Seller reserves the right to change or modify the design, construction or material that are equal to or superior to that originally covered by the quotation, subject to approval by applicable reviewing authorities.

15. **SHORTAGES:** All claims by the Buyer for shortages must be made in writing to the Seller within thirty (30) days after shipment or with ten (10) days after receipt by the Buyer, whichever first occurs.

16. **O.S.H.A.:** The Seller shall endeavor to comply with the Occupational Health and Safety Act of 1970 in the design and manufacture of Equipment under this contract. Compliance for the total installation, use, operation and other matters beyond the control of the Seller cannot

be assumed by the Seller as to responsibility for compliance with such

laws and regulation, or other State and Local laws and regulation, whether by way of indemnity, warranty or otherwise.

The City of Marshalltown, IA
Joel T.S. Greer, Mayor
Jessica Kinser, City Administrator
Bob Ranson, Superintendent WPC
1001 Woodland Street
Marshalltown, IA 50158-1810
Tel - (641) 754-5709
Fax - (641) 754-5741
Email - branson@marshalltown-ia.gov

**the City of
Marshalltown**
WATER POLLUTION CONTROL

November 7, 2018

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

From: Bob Ranson
Superintendent, Water Pollution Control Plant

Re: Procurement of Mechanically Cleaned Bar Screen for Riverview Park Storm Water Station

Policy Issue: City policy requires Governing Body approval of vertical public improvements greater than \$55,000 and less than or equal to \$135,000.

Recommendation: Staff recommends approving the competitive quote submitted by Engineered Equipment Solutions for \$133,898.000.

Background: The City of Marshalltown WPCP sent out a request for competitive quotes on October 10, 2018, to four Iowa based manufacturer's representatives for a mechanically cleaned bar screen for the Riverview Park Storm Water Station. We received two quotes back, by the October 30, 2018, deadline. One that met the technical specifications outlined in the procurement documents prepared by Stanley Consultants and one that did not and was not an equivalent alternate. The attached letter of recommendation prepared by Stanley Consultants explains the unique installation at the Riverview Park Storm Water Station.

Budget Impact: The Capital Improvements Plan for Storm Water Lift Stations has adequate funds budgeted for this procurement.

Attachment: Stanley Consultants' letter of recommendation.

CITY COUNCIL: Susan Cahill, Mike Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Reese Wirin

September 10, 1994

cc: Jessica Kinser, City Administrator

RESOLUTION AUTHORIZING A FULL-TIME FIRE MARSHALL POSITION

WHEREAS, the Marshalltown Fire Department did not refill the vacant Fire Marshall position in 2015 due to budgetary constraints; and

WHEREAS, the duties of the Fire Marshall position have been carried out by two current Firefighters, rotating into and out of the position every six months; and

WHEREAS, this method of staffing has not adequately met the needs for completing the required fire code inspections and plan reviews; and

WHEREAS, it is the recommendation of the Fire Chief that a full-time Fire Marshall position be created and staffed by one person to achieve higher completion rates of inspections and better follow-up to completed inspections; and

WHEREAS, by not backfilling a vacated Firefighter position, the cost to the General Fund for the additional wages is estimated at \$5,245 for the entire fiscal year, or approximately \$2,700 for the remainder of the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the creation of a full-time Fire Marshall position is hereby authorized and staff is directed to proceed with a Civil Service process.

Passed this 12th day of November, 2018, and signed this _____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING A LETTER OF COMMITMENT WITH HABITAT FOR
HUMANITY OF IOWA TO SERVE AS THE VOLUNTEER ORGANIZATION ACTIVE IN
DISASTER FOR PROJECT VALOR**

WHEREAS, the tornado on July 19, 2018, caused damage to multiple structures throughout the City, resulting in damages to homes which have yet to be repaired or replaced; and

WHEREAS, FEMA, the State of Iowa, and the City of Marshalltown are working together on Project VALOR as part of the public assistance disaster declaration; and

WHEREAS, Project VALOR requires the City to partner with a Volunteer Organization Active in Disaster or VOAD to coordinate the emergency repairs to properties; and

WHEREAS, the City has identified Habitat for Humanity of Iowa as the VOAD for Project VALOR;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Letter of Commitment with Habitat for Humanity of Iowa is hereby authorized.

Passed this 12th day of November, 2018, and signed this _____ day of November, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

Mayor'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

November 2, 2018

Habitat for Humanity of Iowa
Attn: Lisa Houser
5191 Maple Drive, Ste. L
Pleasant Hill, IA 50327

Dear Lisa,

This letter serves to confirm Habitat for Humanity of Iowa's ("HFH-IA") participation in the Iowa VALOR initiative for DR-4392 to provide minor temporary emergency home repair assistance to survivors. To that extent, HFH-IA agrees to the following:

- To perform minor temporary emergency home repairs for no more than \$5,000 per home without advance authorization including:
 - o Weatherproofing, including roofs, walls, and windows to protect the home from further damage from the elements.
 - o Secure holes, leaks, broken windows and doors that would allow unobstructed entry and exit from the home.
 - o Cleaning, sanitizing, and removing health hazards such as mold and mildew.
 - o Minor interior and/or exterior work to provide safe access, including stairs and ramps to the home.
 - o Work necessary to ensure safe shelter for individuals with disabilities and/or access and functional needs.
 - o Restore a level of cleanliness, security, and safety to the home to permit safe occupancy to include: climate control, ventilation and water.
- Coordinate volunteers
- Perform safety inspections
- Complete required Residence Packets in accordance with the VALOR Standard Operating Procedures (SOP)
- Develop Work Orders
- Manage Inventory
- Approve additional Repair VOADs into the program based on criteria established by HFH-IA and the City
- Obtain and validate documentation from participating Repair VOADs
- Develop agreements with Repair VOADs defining the tasks to be performed
- Utilizing the best practices of the National Voluntary Organizations Active in Disaster (www.nvoad.org) including coordination with case management providers, Long Term Recovery Groups, established repair and cleaning standards, and coordination with other participating organizations.
- Utilize information provided by the City to support priority populations and coordinate meeting the needs of survivors.

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



- Adhere to established legal requirements to include obtaining Right of Entry, Release of Liability, 3rd party information sharing, and any locally required licensing, permitting and credentialing.

HFH-IA recognizes that the City of Marshalltown may elect to withdraw resource assistance under the VALOR initiative for any of the following reasons:

- Expiration of the program.
- Exhaustion of program funds.
- Organization non-compliance with the above mentioned requirements.

Prior to termination of program participation, the City of Marshalltown will provide advanced notice to HFH-IA. If terminated participation due to non-compliance is expected, HFH-IA will be provided the opportunity to remediate issues prior to termination.

HFH-IA agree to hold FEMA and the City of Marshalltown harmless for any liability related to activities or repairs conducted on the homes of disaster survivors. This includes liability for the supplies and materials provided to HFH-IA. HFH-IA agrees to indemnify, defend, and hold harmless the City of Marshalltown from all claims, suits, actions, damages and cost of every name and description, arising out of or resulting from HFH-IA's participation in the program and providing services listed above.

The City of Marshalltown agrees to indemnify, defend, and hold harmless HFH-IA for any liability related to activities of this program, including all claims, suits, actions, damages and costs arising out of related activities or repairs conducted on the homes of disaster survivors.

HFH-IA agrees to maintain liability insurance of sufficient value and breadth of coverage comparable to the current market practices, such as coverage offered by Habitat for Humanity's sponsored Property & Casualty Insurance program. This insurance coverage will include liability for property damage and/or bodily injury occurring during, or as a result of, HFH-IA's participation in the program. HFH-IA will provide the City with proof of such insurance for verification and sufficiency prior to commencing any services listed above. Such policy shall include liability arising from business operations, independent contractors, personal injury, and liability assumed under an insured contract. The City reserves the right to declare this agreement null and void if the insurance coverage provided is not sufficient, within the City's discretion. HFH-IA insurance is not required to include coverage for other repair VOADs. Each approved repair VOAD will be required to maintain equal or greater insurance coverage as HFH-IA.

No person shall on the grounds of race, color, national origin, sex, religion, age, disability, Limited English Proficiency (LEP), or in the case of disaster assistance, economic status, be denied the benefits of, be deprived of participation in or be discriminated against in any program or activity conducted by or receiving financial assistance from FEMA.

If there are any questions related to HFH-IA's participation, please feel free to contact Jessica Kinser at 641-754-5799.

Thank you,

Joel Greer, Mayor

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



Project Funding Summary
Hangar Improvements
Marshalltown Municipal Airport
November 8, 2018

	100' x 120' Hangar (Preferred Hangar Development)	100' x 120' Hangar with Terminal Building (Preferred Hangar/Terminal Development)
Total Estimated Project Cost	<u>\$1,350,000.00</u>	<u>\$2,300,000.00</u>

Project Funding Summary (With FAA Entitlement and IDOT Funding)

FAA Entitlement Funds	\$595,000.00	\$595,000.00
IDOT Funding (GAVI up to \$150,000 max)	\$0.00	\$150,000.00
IDOT Funding (AIP 80% State/20% Local)	\$160,000.00	\$145,000.00
Local Funding	<u>\$595,000.00</u>	<u>\$1,410,000.00</u>
Total Funding (With FAA Entitlement and IDOT Funding)	<u>\$1,350,000.00</u>	<u>\$2,300,000.00</u>

Project Funding Summary (With Only FAA Entitlement Funding)

FAA Entitlement Funds	\$595,000.00	\$595,000.00
IDOT Funding (GAVI up to \$150,000 max)	\$0.00	\$0.00
IDOT Funding (AIP 80% State/20% Local)	\$0.00	\$0.00
Local Funding	<u>\$755,000.00</u>	<u>\$1,705,000.00</u>
Total Funding (With Only FAA Entitlement Funding)	<u>\$1,350,000.00</u>	<u>\$2,300,000.00</u>



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

DEPARTMENT OF PUBLIC WORKS

October 17, 2018

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

From: Justin Nickel
Director of Public Works

Re: Airport Hangar Size and Funding Discussion

In 2017, the airport used its accrued FAA entitlement funds for pavement maintenance on Runway 18-36, parallel taxiway and Runway end 36 connecting taxiway. The City was required to make pavement improvements before entitlement funds could be used for construction of a new hangar.

Starting in FFY 2019, the Marshalltown Municipal Airport will have \$595,000 of entitlement funds available if designed and constructed in multiple FAA fiscal years. Engineering staff have been planning for construction of a large hangar with the entitlement funds. Discussion with the City Council in 2017 centered on the need for a hangar larger than any currently at the airport and the need for a new terminal building.

The amount of available entitlement funds is not enough to fund a hangar of the desired size (100' x 120'). A summary table of options of costs and funding is attached for information. The current funds would allow for the construction of a hangar that is similar in size to the existing storage hangar (connected to the terminal building) but would not solve the current issue of needing a larger storage hangar.

If the city was to move forward with a 75' x 75' hangar the clear door width would be approximately 65' for a building of this size. The proposed 75' x 75' hangar would only be able to accommodate planes with a wing width of approximately 55' or less. The construction of at least a 75' x 75' hangar would allow more aircraft to be stored than can currently be stored with the existing buildings. The proposed hangar building would be built with a larger clear door height to allow aircraft with larger tail heights to be stored in the building, that aren't able to be stored in the existing buildings.

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



A rule of thumb is that when moving an aircraft into a building, at least 10' should be provided on each side of the wing to allow the airplane to be backed in the hangar building without any special assistance. If less than 10' is provided on each side of the wing, a wing walker must be provided on each side of the wing to monitor the movement of the aircraft. Anything less than a few feet of clearance from each wingtip is less than desirable.

The Marshalltown Municipal Airport is designed for FAA airplane design group II aircraft. Aircraft in this group have a maximum wing span of up to 79'. According to ACRP Report 113, Guidebook on General Aviation Facility Planning, approximately 83% of the aircraft in design group II do not exceed 75' in overall length. The maximum overall length of any aircraft in group II is no more than 100'.

A log of aircraft using the Marshalltown Municipal Airport has been obtained from FAA and is attached for reference. Included in this log is wing width information, approximate number of operations and overall aircraft length for your reference.

Recently surrounding airports have constructed large hangars as desired by the Marshalltown Municipal Airport. The Grinnell Regional Airport is currently constructing a 100' x 100' hangar with a 90' clear door width. The Ames Municipal Airport recently constructed a 120' x 95' hangar with an 80' clear door width. The Newton Municipal Airport constructed a 120' x 100' hangar with a 96' clear door opening and a terminal building.

Without construction of a larger hangar space, it is currently not possible to store larger aircraft that come to the airport inside and protected from the weather. As a result, they are forced to relocate to another airport, even though their business is in Marshalltown.

The current CIP has \$50,000 allocated for design of the 75' x 75' hangar in FY 2019. The City is responsible for 10% match (\$5,000). The City has funds identified, but not borrowed to date, for construction in FY 2020 (also a 10% match). Design and construction of a hangar larger than 75' x 75' would require commitment of further funds.

The cost information lays out three options. The first option is the construction of 75' x 75' hangar. The second is for a 120' x 100' Hangar with a 100' clear door width which is preferred to allow for larger aircraft to be housed at Marshalltown Airport, either overnight or during inclement weather. The third option is for the 120' x 100' hangar with a terminal building.

The amount of FAA entitlement funding remains the same with each option and the local share would need to increase to fund Option 2 or 3.

Attachment: Estimated Cost Information

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Sue Cahill, Al Hoop,
Gabe Isom, 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: November 6, 2018
RE: Second RFP Results for Sale State Street Properties

At the October 22nd meeting, two motions were made regarding the sale of the properties. The first was to delay consideration of the 3 original responses received until the November 12th meeting. The second motion was to reissue the Request for Proposal with new responses to also be discussed at the November 12th meeting.

Starting with the second motion, one new bid was received from the Landover Corporation, which is compliant. This bid is to purchase all three properties for \$10,000 total to construct a 52-unit housing complex for families utilizing the State of Iowa Low Income Housing Tax Credit program. This proposal, along with the prior proposals, are included as attachments with this item.

12 E. State	20 E. State	26 E. State
CGA		
	Merge	Merge
Mark Eaton	Mark Eaton	Mark Eaton
Landover	Landover	Landover

As you will recall, CGA is offering \$12,500 for 12 E. State, with the intentions to maintain it as a parking lot and to eventually construct a small building. The proposal is complete and will result in assessed value based on the current land and parking lot assessed value of \$40,450.

Merge Urban Development Group did not submit clarifying information as part of the second round to make their original response compliant with what the City was requesting. Therefore, it should not be considered further.

Mark Eaton's proposal had contingencies based on the Police Station, which can be discussed following the public hearing on the agenda prior to this discussion. The proposal offers \$100,000 for the three State Street parcels and the Police Station, to restore the Senior Citizens Building and to lease the Police Station back to the City.

Below this summary of the bids, I break down each bid further by the contingencies and their potential impact. If the Council chooses to move forward with any bid, a motion will be needed to bring a resolution to the November 26th Council meeting to set a public hearing on the proposal. The public hearing could then be held at the special meeting on Wednesday, December 26th.

CGA Proposal

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

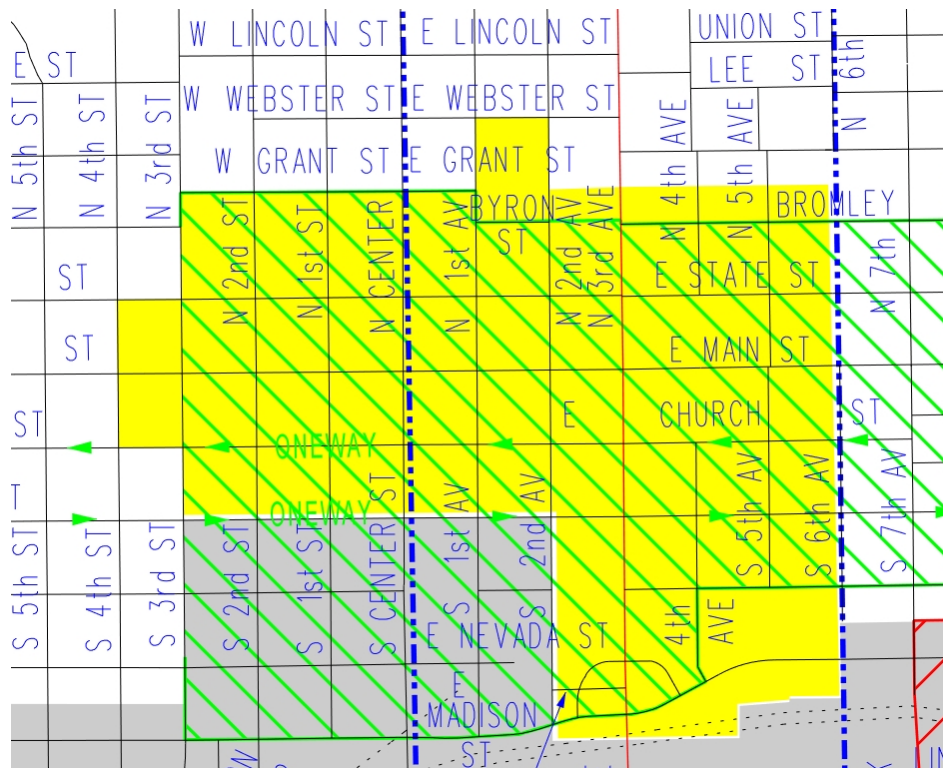


The CGA proposal offers no contingencies on the sale of the 12 E. State Street. The purchase price is proposed at \$12,500 and the parking lot as is would not be eligible for any tax abatement. Mr. Garber does state that he would like to build a small building on the lot, which as new construction, would be eligible for tax abatement, but would also result in an enhanced taxable value.

The proposal submitted by Mark Eaton is to pay the City \$100,000 for 4 properties, with proposed leasing of space to the City and other interested organizations. The proposal has a number of contingencies. I have tried to break these down and explain the impacts of each contingency below:

- Contingency 1: Sale of the Police Station- this contingency requires to the Police station as part of the total package of the properties. The City Council has a public hearing set for the sale of the property to YSS of Marshall County on November 12th and would have to decide to reject YSS's proposal and accept Mr. Eaton's proposal.
- Contingency 2: 10 Year Tax Abatement on the Police Station- tax abatement is a program that is set through the establishment of Urban Revitalization areas. The Police Station is in an existing Urban Revite area (#2) which encompasses most of Downtown. The map below shows the area in yellow. To consider a 10 year abatement, the Council would need to amend the ordinance creating the Urban Revite area to allow for a 10 year, 100 percent abatement. Currently this is 3 years, 100 percent.

An existing building is only eligible for tax abatement if the assessed value is increased by 10 percent or more, and the exemption would be for that improved value only. This would mean that Mr. Eaton would need to obtain a building permit for improvements in order to increase the value in order to then have that value exempted.



City Council

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

Marshalltown



- Contingency 3- \$1 annual triple net lease to the City- A triple net lease is one where the leasee agrees to pay all taxes, insurance and building maintenance on a facility. With the proposed tax abatement only eligible for “new” value, the City would be responsible for approximately \$9,000 based upon the current assessed value of the building of \$239,190. The City would still incur the annual costs for insurance (\$3,260.77 for the policy period of April 2018) and for any maintenance. Given that the City planned to demolish or sell the building with the approval of the new project, there has not been significant capital investment into the property and its components, other than to repair the roof and air conditioners damaged by the tornado. This part of the triple net lease represents a significant unknown cost, which would include staff time needed to handle repairs and other regular and ongoing maintenance issues as they arise.
- Contingency 4- Relinquish ACV Payment – this contingency would require the City, as part of the sales agreement, to turn over the nearly \$700,000 actual cash value payment received from insurance for the building to be restored. This would mean the City would not demolish the building as has been directed by City Council.
- Contingency 5- 10 Year Tax Abatement on 12, 20, and 26 E. State Street – The larger explanation of tax abatement is listed above. Unless improvements were to be made on 12 and 26 East State Street, which are currently parking lots, there would be no eligibility for tax exemption. The only portion of the Senior Citizens Building eligible for tax abatement would be any improvements exceeding 10 percent of the current value, which is only \$54,500.
- Contingency 6- Waiver of Building Permit Fee for 20 E. State- assuming the construction value of the building would be equivalent to the funds in contingency 4, this would be waiving of \$4,000 to 6,000.

The proposal submitted by Landover Corporation to purchase the three State Street properties for \$10,000 is to build an \$8.9 million, 52-unit multi-family residential complex. The likely valuation of the property when complete will be around \$1 million and would be eligible for the existing 100 percent, 3 year tax abatement. The only contingency in the proposal is related to funding through the Low Income Housing Tax Credit program, which will not be known until Spring 2019. Therefore the City could not actually transfer the property until that time and takes the risk that tax credits might not be awarded, which would result in another disposal process.

Proposal to acquire Parcel ID 8418-26-454-021

12 E. State Street

Marshalltown, IA

Below is our proposal to acquire the City public parking lot located at 12 E. State Street, Marshalltown Iowa, behind and to the west of the Cline Photo Building. Our proposal is organized line by line in accordance with the Request for Proposal Dated Oct 10, 2018 with a submittal date of 12 pm on October 17th.

1. Overview of Organization:

- a. CGA Properties, LLC., Suite 400, 16 E. Main St., Marshalltown, IA
- b. CGA Properties LLC. was established in 2015 to transition ownership of 2 properties in downtown Marshalltown to a new generation of local owners. The prior owner of the City Centre at 16 E. Main St. and the Northwestern Mutual building located at 14 E. Main St. was looking to sell, so a group of 5 individuals joined together to create CGA Properties, LLC. and entered into a contract to purchase both properties.
- c. The properties owned and managed by CGA Properties, LLC., consist of over 20,000 square feet of professional office space with over 16 separate local businesses and non-profit entities as tenants.
- d. CGA Properties LLC, was organized as a local Marshalltown, Iowa, real estate investment business.
- e. Not applicable
- f. CGA Properties, LLC., has no direct employees.
- g. CGA Properties, LLC., has a very strong equity position in their current properties and has very strong relationships with 2 local banking institutions. Letters of credit or recommendations can be obtained if needed.

2. Use of the Property:

- a. CGA Properties LLC., intends to maintain this existing parking lot as a parking lot for our tenant's employees. The 16 businesses and entities that are current tenants employ approximately 60 people. These businesses also desire to grow and that growth will bring additional parking demands. Prior to the July 19th, 2018, tornado this parking lot was one of the primary parking lots used by our tenant's employees.
- b. CGA Properties, LLC., also intends to construct a vehicle and office storage facility on the north side of the parcel. This facility could be approximately a 50 ft x 60 ft structure, please see the attached map. A facility such as this will allow one of our tenants to consolidate vehicle storage nearer to their downtown facility. Additional office storage will also be incorporated within the structure due to the potential loss of our current storage facility located in the 2nd floor of 20 E. Main St. The building located at 20 E. Main St. (Angel's Store) was damaged by the July 19th tornado and the owner appears to have abandoned the property and is not performing any repair work. He has rejected our offers to purchase the property from him so we can restore it. The mold within the building is so strong that one can not stand very long at the front door without being overcome. We are extremely concerned about the mold eventually migrating to the

second floor where our tenants keep their office files, records, and unused or seasonal equipment.

- c. We feel that if this public lot is lost as a parking lot it will have a negative effect on our current tenants and their ability to keep employees and grow employment. Reduced availability of parking will also have a negative effect on bringing additional tenants into a downtown professional office location.

3. Intended Improvements:

- a. Repair the current parking lot.
- b. Construct a building to be used for vehicle and office storage in the general area shown on the attached map.
- c. In the short time available for the preparation of this propose we have not had time to develop adequate dollar values for stated improvements.

4. Purchase Price:

- a. In the extremely short window being provided to develop proposals, we have not had time to identify fair market value of the 0.31 acres under consideration. At this point we would offer \$12,500 for this parcel until such time a more appropriate number can be established.

5. Contingencies:

- a. There are no contingencies to our offer. We are able to execute a purchase contract immediately with no additional negotiated incentives in excess of what is currently of record.

Please feel free to contact me if I did not adequately cover all of the items requested or if there are additional items desired to assist with clarifying our proposed plans.

We look forward to hearing from the City of Marshalltown and expanding our investment within our community.

Sincerely,



Matt Garber, PE, PLS

President

CGA Properties, LLC.

mgarber@cgaconsultants.com

641-752-6701



Attn: City of Marshalltown, Iowa

Offer to purchase: All offers must be accepted as one complete package in whole.

22 N Center Street,
Marshalltown, IA 50158
aka Police Station

\$50,000, with new ADA compliant Elevator installed by the City as currently being promised to YSSMC; 10-year tax abatement; 10 yr, \$1/yr triple-net lease back to the City for office space (per TIF project outline); wave all building permit fees. Saving the city \$83,000 in expenses required to separate the utilities between the Police Station and City Hall. If the city does not want to use the building for office space, non-profits such as YSSMC will also be offered the use of the building. The City can sublease to YSSMC or other entities that will serve the best interest of Marshalltown community and residents.

AND

20 E State, 12 E State, and 26 E State, plus the alleyway between 12E & 20E,
Marshalltown, IA 50158
aka The Armory/Senior Citizens Center and adjacent parking lots.

\$50,000; 10-year tax abatement; City will grant the proceeds of the Insurance settlement (\$692,571.96) for restoration of the building; wave all building permit fees. I intend to restore both floors for use by their former tenants Senior Citizens Inc and NEI3A. If they do not wish to use the building I will offer it to other non-profits in the City.

Other Options:

Public non-profit

- Community wood working and art shop
- Community computer center
- Community event space, weddings, family reunions
- The CVB can promote the shuffle board courts
- ...

Total offer for both properties is \$100,000. This will pay for the new ADA elevator in the Police Station and save the City the expense of separating the utilities, saving the city \$183,000. The Insurance proceeds would have been largely spent to demolish the Armory so granting back the proceeds of the insurance settlement for restoration of a, soon to be, centennial building, costs the city nothing, and save approximately \$30K per year in lost revenue currently being spent funding the seniors utilities.

The Senior Center is saved, per the request of the 421+ people. The City is spending \$0 to put these two buildings back on the tax rolls. The City is saving \$30,000 annually in lost operating expenses on the Armory. At least two non-profits will have their home restored. The City will no longer be the landlord of these buildings. This project will serve the best interest of the Marshalltown community and residents.

Community pride is one of the biggest problems in Marshalltown. Accepting this offer would be a monumental step in restoring community pride – a key goal of the stake holders that comprise Vision Marshalltown.

Mark Eaton 10/17/2010

Mark Eaton

Date

Mark Eaton, 1007 S 10th Ave, Marshalltown, IA 50158 801-380-7935

LANDOVER CORPORATION

331 Oak Hill Road, Suite A
Lake Barrington, Illinois 60010
t 847 550 8500 c 847 302-7575
www.landovercorp.com

October 31, 2018

Ms. Jessica Kinser, City Administrator
City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158

RE: REQUEST FOR PROPOSAL

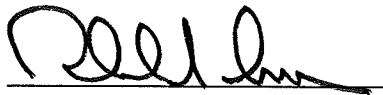
Dear Ms. Kinser,

Attached you will find our response to your REQUEST FOR PROPOSAL FOR THE PURCHASE AND USE OF 12 EAST STATE STREET, 20 EAST STATE STREET and 26 EAST STATE STREET.

Our intention is to combine the three city-owned properties with the properties at 28 East State Street and 106 North 1st Avenue and construct a fifty-two unit affordable apartment building with required parking on the combined site. The two privately owned properties are currently under contract with my firm.

Should our proposal be accepted we would ask the City Council to consider a Development Agreement which would provide for an annual rebate of ninety percent of incremental taxes for a ten year period.

Cordially,



Richard S. Sova, President

RESPONSE TO RFP FOR THE PURCHASE AND USE OF 12 EAST STATE, 20 EAST STATE & 26 EAST STATE

Overview of Organization

Purchaser shall be a joint venture of Landover Corporation and Flint Hills Holdings.

Landover Corporation
331 Oak Hill Road, Suite A
Lake Barrington, Illinois 60010
847-550-8500
Landovercorp.com
landovercorp@comcast.net

Landover Corporation is a corporation organized in the State of Illinois in 1988. The company has been in the business of land development, residential and commercial construction and has developed over \$110 million of property since inception. The company has one related company, Landover Realty Corporation. Most recently the firm has been focusing on Section 42 affordable housing projects and has completed five projects in Iowa with three other projects in the pre-development stage. The company has three full time employees. The company has a very strong financial statement and is currently pursuing several large mixed use developments in Iowa and Illinois.

Flint Hills Holdings
900 Delaware Street
Lawrence, Kansas 66044
785-371-9482
Flinthillsholdings.com
tony@flinthillsholdings.com

Flint Hills Holdings is a Limited Liability Company organized in the State of Kansas in 2014. The company and its predecessor have been in the business of developing affordable and historic residential properties and has completed twelve projects in the past ten years. The company is also in the property management business with more than \$60 million of property under management. The company has fifteen full time employees. The company has a strong financial position with more than \$1.5 million in net operating income annually. The firm is currently pursuing several affordable projects in Iowa and Kansas.

Use of Property

The joint venture intends to construct an affordable apartment project on the site. The project will require the acquisition of two privately owned properties (28 E. State St. and 106 N. 1st Ave.) with both properties currently under contract. Our preliminary site plan (attached) shows parking for sixty automobiles which is in excess of required parking for our project.

Intended Improvements

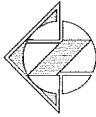
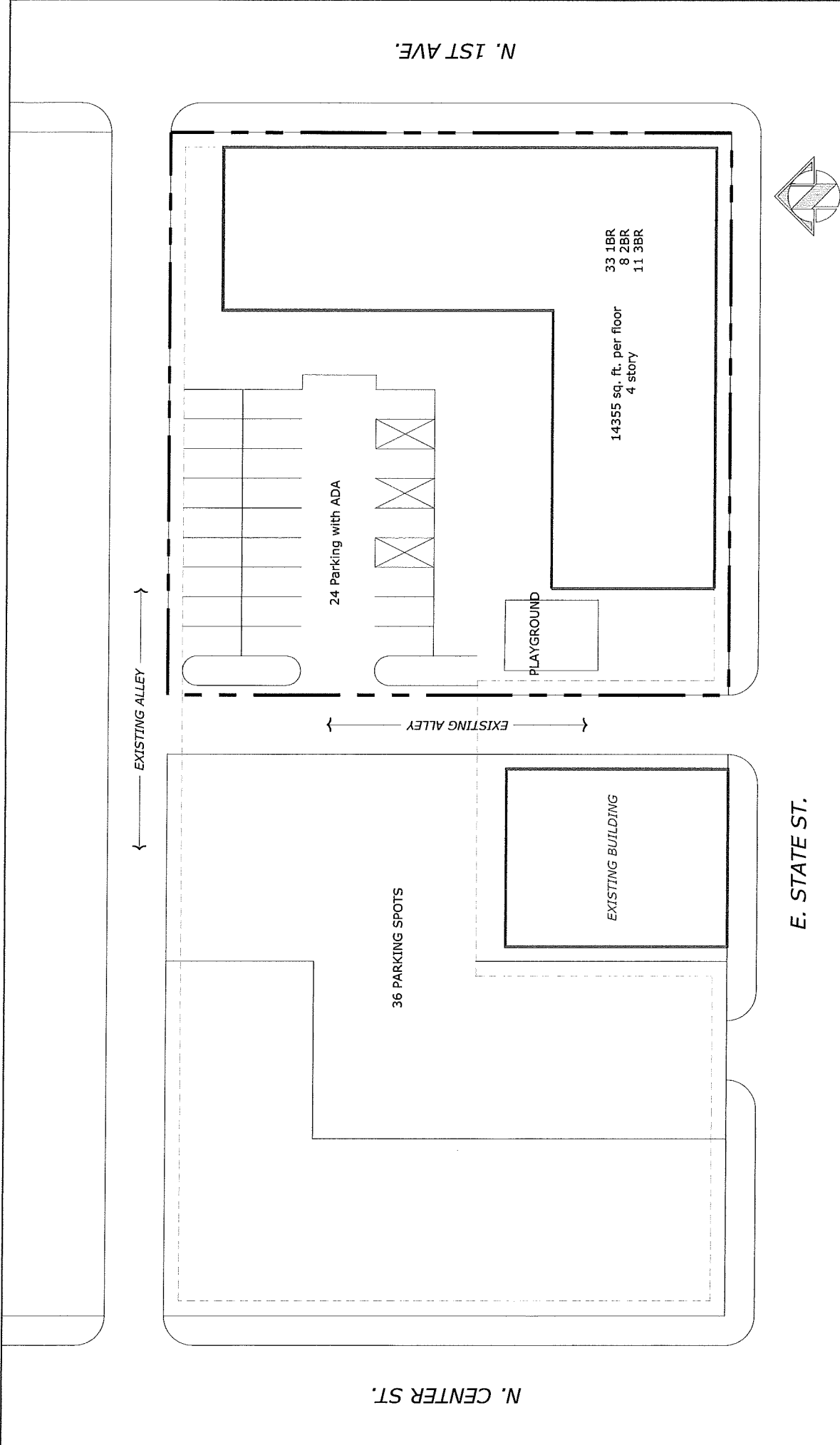
The proposed project is a fifty two unit, four story apartment building with thirty three one bedroom units, eight two bedroom units and eleven three bedroom units. The building will have a community room, fitness center and outdoor playground. The estimated cost of the improvements including parking is \$8.9 million.

Purchase Price

We are offering \$10,000 for the three city owned properties.

Contingencies

Our acquisition of the city owned properties is contingent on funding from the Iowa Finance Authority.



FLINT HILLS DEVELOPMENT
 1412 W. 12TH ST.
 KANSAS CITY, MO 64101

MARSHALLTOWN LOFTS
 MARSHALLTOWN, IOWA

HANS THOMAS & ASSOCIATES
 302 WEST CASSIDAY, KANSAS CITY, MO 64111
 P 816.325.6857 F 816.325.6852

11.01.18

C 2018