

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

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Minutes For 5/28/2019, And Bill List In The Amount Of \$1,657,460.97

Documents:

[2019-06-10_BillList.pdf](#)

[2019-05-28_Council-minutes.pdf](#)

2. RESOLUTION 2019-115 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE OR TRADE THEREOF, 1997 16' ALUMACRAFT BOAT AND 1997 YACHT CLUB TRAILER

Documents:

[Resolution Surplus Equipment - Boat.pdf](#)

3. RESOLUTION 2019-116 APPROVING A CONTRACT FOR SERVICES BETWEEN IOWA NORTHLAND REGIONAL TRANSIT COMMISSION AND THE CITY OF MARSHALLTOWN, IOWA, MARSHALLTOWN MUNICIPAL TRANSIT DIVISION

Documents:

[Northland.pdf](#)
[NEI3A Contract.pdf](#)

4. RESOLUTION 2019-117 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[DOT.pdf](#)
[DOT VA agreement - City.pdf](#)

5. RESOLUTION 2019-118 APPROVING A CONTRACT FOR ROADWAY MAINTENANCE SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

[Annual DOT.pdf](#)
[2020 Marshalltown annual.pdf](#)

G. REPORTS

H. MOTIONS

1. New Liquor License Application: Eppo Productions, 20 W State, July 6, 2019.

Documents:

[EPPOrptLicenseApplication.pdf](#)

I. RESOLUTIONS

1. RESOLUTION 2019-119 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE VETERANS MEMORIAL COLISEUM BENEFIT CONCERT BY JASON BROWN/EPPO PRODUCTIONS ON JULY 6, 2019

Documents:

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

2. RESOLUTION 2019-120 CLOSING CITY OFFICES TO THE PUBLIC FOR A CITY IN-SERVICE DATE ON FRIDAY, JULY 5, 2019

Documents:

[Res for 7.5.19 In-Service Day.pdf](#)

3. RESOLUTION 2019-121 DESIGNATING THE USE OF INSURANCE PROCEEDS FOR THE REPLACEMENT OF AN OUTDOOR SHELTER AT WEST END PARK TO THE DEVELOPMENT A MASTER PLAN FOR WEST END PARK

Documents:

[Res Designating West End Park Ins Proceeds.pdf](#)
[Memo on West End Park.pdf](#)
[2019-05-24 West End Park - Conceptual Site Plan PR.pdf](#)

4. RESOLUTION 2019-122 APPROVING AN AGREEMENT WITH THE FISHER COMMUNITY CENTER BOARD OF TRUSTEES AND THE FISHER GOVERNOR FOUNDATION FOR THE PUBLIC USE OF THE FISHER COMMUNITY CENTER

Documents:

[Res Approving Agreement FCC Tax Levy.pdf](#)
[FISHER COMMUNITY CENTER Agreement FINAL.pdf](#)

5. RESOLUTION 2019-123 SETTING PUBLIC HEARING FOR THE PURPOSE OF REVIEWING A \$500,000 IOWA ECONOMIC DEVELOPMENT AUTHORITY CDBG PROJECT APPLICATION

Documents:

[RES SET HRG CDBG.pdf](#)

6. PUBLIC HEARING / RESOLUTION 2019-124 ADOPTING TENTATIVE RESOLUTION ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 7 E LINCOLN STREET, MARSHALLTOWN, IOWA 50158, LEAD ABATEMENT PROJECT 53516071

Documents:

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

J. ORDINANCES

1. PUBLIC HEARING / ORDINANCE 14983 ENACTING A CODE OF ORDINANCES FOR THE CITY OF MARSHALLTOWN, IOWA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY.

Public Hearing, Third Reading.

Documents:

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

K. **DISCUSSION**

1. **DISCUSSION OF MARSHALLTOWN DOWNTOWN MASTER PLAN ACCEPTANCE**

For higher quality documents visit the project website: <https://www.downtownmarshalltown.com/project-documents>

Documents:

[CC Memo Marshalltown Downtown Master plan.pdf](#)
[Complete Master Plan.pdf](#)

L. **PUBLIC COMMENT**

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

M. **ADJOURN**

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

BILL LIST – JUNE 10, 2019

Advertising

Great.Wstrn.Bnk/1 14.82

Buildings/Improvements

Allegheny.Cslty/1 211,430.57
Garling.Constr/1 1,534.25
Heartland.Finsh/1 3,311.82
Schumacher.Elev/1 1,472.50
TONYS.PLUMBG/1 4,949.22

Consulting & Professional Fees

Bernie.Lowe.Asc/1 338.07
CGA.Assoc/2 7,845.30
Great.Wstrn.Bnk/1 50.00
GTG.Architects/1 13,772.25
Howard.R.Green/1 15,123.00
I.L.E.A./1 150.00
Iowa.One.Call/2 393.80
McClure.Engrg/1 6,110.60
Olsson/1 580.25

Contracts

Acco.Unlimited/3 7,363.37
Aramark.Unfrm/2 36.76
ARL/1 4,333.37
Backflow.Preven/2 250.00
Construct/1 250,798.10
EQUIP.MGMT.CO/1 975.00
Fisher.Comm.Ctr/1 6,396.72
Great.Wstrn.Bnk/4 744.94
Hansen,S/1 1,040.00
Ia.Dept.Justice/2 188.40
Ia.Div.Labor/1 135.00
Jensen.Inc/2 19,000.00
Marsh.Co.Landfi/1 33.55
MMIT.INC/2 133.83
Mtn.Aviation/1 642.00
Premier.Equip/2 151.40
RICOH.USA.INC/4 93.47
Schendel.Pest.C/1 60.00
Stone.Sanit/7 2,308.30
Xerox.Corp/2 108.61

Debt Service

CRBT/2 8,707.57

Equipment/Minor

Ziegler/2 2,292.87

Library Books

Great.Wstrn.Bnk/30 1,341.91

Payroll.Deductions

American.Educa./1 64.41
AXA/1 325.00
Collection.Svs./5 1,391.56
Galls.LLC/1 125.14
Great.Wstrn.Bnk/1 69.95
I.P.E.R.S./10 109,752.24
I.R.S./6 84,289.89
IA.Treasurer/7 35,594.00
ICMA.457/11 10,760.61
M.F.P.R.S.I./7 176,011.43
Meskwaki Nation/1 300.34
Texas.Child.Sup/2 252.57
United.Way/6 1,222.17

Payroll.Net

Payroll/1 303,018.01

Refund/Reimbursed

BOLIVER,J/1 114.24

Diggins,R/1 41.18

GOODING.B/1 929.70

Hartwig,A/1 31.32

Markham,Tim/1 38.08

MCCORD,M/1 31.32

Rents/Leases

Ackley.Housing/8 1,485.00

ALCALA,R/1 194.00

AMES,STEVEN/22 5,703.00

Arlington.Inves/1 266.00

Barnes,L/1 275.00

BJ&J.LLC/2 373.00

BLOOD,A/1 529.00

Borota,K/1 347.00

BOULDER.COOP.HS/1 174.00

Brodin,C/1 182.00

BROWN,B/2 206.00

Brown,WS/1 548.00

Buckaroo.LLC/1 357.00

Burr,Robert/1 268.00

Carbajal,S/1 316.00

CedarRapidsHsg/1 637.00

Chadderdon,A/1 322.00

Charlier,Q/1 148.00

CHOATE,A/1 400.00

CIRSI/6 739.00

CLAWSON,J/1 310.00

CMHC.INVEST/1 294.00

CorpusChristyHs/1 346.00

CROSSER,R/1 132.00

Eakin,R/1 236.00

ECKLOR,S/3 776.00

Elwayne.Inc./2 642.00

Etter, W/1 482.00

Eubanks,C/3 829.00

Farrell.Propert/7 1,811.00

Fischel.Holding/2 386.00

Frese.Propts/4 1,030.00

FRIEND,T/1 244.00

Friendly.Valley/3 370.00

Gonzales,G/1 331.00

Grant.Park.LLC/20 4,217.00

Gray,D/1 375.00

Hala,J/6 2,867.00

HARRIS,T/1 324.00

Hartema.Enterp/1 174.00

Hatch,J/1 475.00

Hatch,R/2 777.00

HAVELKA,B/1 500.00

HESSENIUS,R/2 724.00

Hilltop.Village/6 916.00

HOBSON,W/1 168.00

Hopper,R/1 115.00

HOULIHAN,D/1 11.00

HOVERSTEN,R/1 900.00

Hsg.Auth.CookCo/1 632.00

Hsg.Auth.Joliet/2 2,583.00

Hsg.St.Cloud/1 940.00

HUBBARD.MAPLE/3 569.00

Jared,S/2 413.00

JB.I.COOP.Assn/3 656.00

Judge,M/8 1,915.00

Landherr,J/1 415.00

LAWSON,R/2 350.00

BILL LIST – JUNE 10, 2019

Lawthers.Prop.M/2	1,035.00	Moran-Million,J/1	25.00
Lodge.Ind/1	488.00	Mtwn.Aviation/3	1,719.35
LUENSE,B/4	1,097.00	Mtwn.Wtrwrks/3	8,368.43
MATNEY,L/1	264.00	Racom.Corp/8	7,298.00
Mtwn/Westown/15	3,207.00	Saung,S/1	37.50
MURPHY,P/1	184.00	Scharnweber.Wtr/1	27.00
Natl.Mngmt.Corp/2	340.00	Scroggins,J/1	100.00
NAUGHTON,R/1	825.00	Showroom.Auto/1	55.00
North.Tama.Hsg/2	377.00	Titan.Machinery/1	1,172.62
Oetker,D/3	525.00	Supplies/Parts	
Palisade.Holdng/1	208.00	Acco.Unlimited/2	670.65
Park.Elms,LLC/4	1,025.00	Accola,A/1	72.00
Polley,M/1	234.00	Ack.Entprs/1	129.00
Premier.RE.Mgmt/2	896.00	Arnold.Motor.Su/10	795.11
PYLE,D/2	552.00	Barco.MuniProd/1	505.91
RA.Rental.Prop/1	364.00	Bert.Gurney.Asc/1	2,901.00
RD.Toledo,LLP/1	536.00	Bituminous.Mat/1	408.48
Ream,AJ/1	464.00	Boland.Recreati/1	9,125.00
Reed,T/10	3,420.00	Cessford.Constr/3	5,500.89
River.Birch/2	444.00	City.Laundering/28	832.66
River.Oaks/5	1,822.00	Cntrl.Office/4	104.81
S.E.Invst/3	666.00	Concrete/1	142.50
Schmidt,M/1	241.00	CORE.MAIN.LLP/1	1,465.62
SCOTT,L/1	384.00	Cummins.Service/1	107.36
SESKER,R/1	192.00	Electric.Pump/1	1,262.69
Specht,D/1	390.00	Engineered.Equi/1	693.21
Specht,G/1	391.00	Entenmann.Rovin/1	52.00
Squire,B/1	234.00	Fastenal.Co/2	13.99
Steelsmith,G/4	750.00	Galls.LLC/8	5,424.86
Sunrise.Apt/2	150.00	Gillig.LLC/7	3,586.45
Switzer,T/1	187.00	Great.Wstrn.Bnk/139	17,209.77
Tallcorn.Tower/15	3,565.00	Jensen.Inc/2	44.36
TAYLOR,M/1	203.00	Keystone.Lab/1	154.00
Titus,T/1	314.00	Koch.Office/1	18,354.00
TOWN.APARTMENT/4	451.00	LG.Playgrounds/1	1,730.00
TREVRON,LLC/1	326.00	Lift.U/1	334.30
Troutner,T/1	172.00	McAtee.Tire/2	323.05
TTLC.Hsg/1	228.00	Menards/11	271.50
VanVoorst,M/1	222.00	Midland.Scienti/3	326.71
VEST,L/1	329.00	Midwest.Safety./1	1,451.32
WARREN,C/1	216.00	Mtwn.Aviation/1	162.10
Weatherly.Erin/2	640.00	Napa.Auto/15	1,280.41
Welter,T/1	550.00	Northern.Lights/3	2,896.46
ZMOLEK,M/1	257.00	Nutrien.Ag.Sol/2	696.50
Service/Repairs		Racom.Corp/3	365.00
Ack.Entprs/1	150.00	Road.Machinery/1	2,303.80
Brant,B/1	4.00	Sign.Creations/1	60.00
Captain.Clean/2	640.00	Testamerica/3	220.50
CedarRapidsHsg/1	39.39	Verizon.Wireles/1	756.70
Century.Link/29	688.36	Travel/Training	
CorpusChristyHs/1	39.39	DeMoss,B/1	45.24
Devig,T/20	1,775.74	Great.Wstrn.Bnk/6	544.59
DUERSON.CORP/1	145,580.00	Steiner,D/1	48.91
FEAGAN,C/1	45.00	Utilities	
Gonzalez,V/1	10.00	AlliantEnergy/25	26,901.58
Great.Wstrn.Bnk/27	4,088.56	I.R.U.A./1	148.92
Hsg.Auth.CookCo/1	39.39	WoodRiver.Enrgy/2	2,410.76
Hsg.Auth.Joliet/1	75.70	Total/843	
Hsg.St.Cloud/1	39.39	1,657,460.97	
Insight.Public./1	739.70		
Kiwanis.PM/1	660.00		
KROENER,L/1	50.00		
M.I.A.L.G./1	350.00		
McAtee.Tire/5	165.00		

Council Proceedings
May 28, 2019

Mayor Greer called the meeting to order at 5:30 PM, May 28, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Hoop, Isom, Martin and Wirin. Absent: Lamer and Gowdy.

CONSENT AGENDA: Wirin moved to adopt the consent agenda: Approve Council Minutes, May 13, 2019, And Bill List Of \$6,650,401.84; Appoint Laura Eilers To Plan Zoning Commission, Replacing Sharon Greer; Reappoint Jon Boston And Angela Lins-Eich; RESOLUTION 2019-096 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2010 FORD F150 TRUCK FROM JENSEN FORD FOR THE PRICE OF \$22,500.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY, AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, A 2005 DODGE RAM TRUCK FOR \$3,500.00; RESOLUTION 2019-097 APPROVING ADDENDUM TO RESOLUTION 2019- 012 ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT FOR THE CHIPPING OF TORNADO RELATED TREE DEBRIS PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$59,980.00; RESOLUTION 2019-098 TRANSFERRING FUNDS FOR FISCAL YEAR 2018-2019 AND APPROVING APRIL FINANCIALS; TENTATIVE RESOLUTION 2019-113 ACCEPTING SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 7 E LINCOLN STREET, MARSHALLTOWN, IOWA 50158 BEING LEAD ABATEMENT PROJECT NO. 53516071; RESOLUTION 2019-114 CONSENTING TO ASSIGNMENT OF TRUSTEE AGENT AGREEMENTS; ESCROW AGENT AGREEMENTS; AND/OR PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENTS; Approve Alcohol License Renewals: LC0033928, Midnight Ballroom, LLC, 1700 S. Center St. Ste A -1; LC0038534, Impala Ballroom, 1005 W. Lincoln Way; BB0027777, Central Iowa Fair, 1308 E Olive (Activity Bldg); LC0032676, El Portal, 1716 S. Center St.; BC0027487, Git N-Go Convenience Stores #34, 3302 S. Center St.; BC0027486, Git N-Go Convenience Stores #35, 902 W Lincoln Way; second by Isom. Motion carried 5-0.

MOTIONS

Martin moved to approve the new liquor license for the Marshalltown Arts Festival Event July 20, 2019, second by Isom. Motion carried 5-0.

REPORTS

The council received an update from the Marshall County Arts & Culture Alliance's Executive Director, Amber Danielson. Danielson spoke highly of the Convention & Visitor's Bureau Event Calendar and encouraged the community to utilize it for activities.

RESOLUTIONS

Isom moved to adopt RESOLUTION 2019-099 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE MARSHALLTOWN ART FESTIVAL ON JULY 20, 2019, second by Cahill. Hoop stated he opposed the idea, and wants to see the alcohol inside a fence. Resolution adopted 4-1, Hoop dissenting.

Wirin moved to adopt RESOLUTION 2019-100 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MCCLURE ENGINEERING COMPANY PROJECT ECO19001 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$422,918.00, second by Isom. Public Works Director Nickel explained the extension of East Merle Hibbs Road to 12th Avenue will serve a heavy residential area east of Walmart with a future connection to Southridge Road for the development area. The agreement with McClure Engineering is for engineering services. The total project is estimated at \$3M, and will be completed in two phases, with phase 1 connecting E Merle Hibbs to Plaza Heights. The project is included in the capital improvement plan and funding is scheduled to be road use tax funds. Mark Eaton, 1007 S 7th Ave, asked if TIF will be used for the project. Curt Polley, 1706 W Olive Street, encouraged the council to proceed with the road extension, as larger development lots are needed. Jake Rowley, 718 S Center Street, encouraged builders to rebuild where the tornado hit. Resolution adopted 5-0.

Martin moved to adopt RESOLUTION 2019-101 APPROVING A FEE CHANGE AT THE MARSHALLTOWN COMPOST FACILITY BY THE CITY OF MARSHALLTOWN, IOWA, second by Cahill. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-112 SETTING DATE FOR PUBLIC HEARING ON AMENDMENT NO. 7 TO URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, second by Wirin. The consultation meeting is set for June 3, 2019 at 11:00 am. The amendment expands the area on the west and the east. The amended plan includes a potential list of allowable projects, which are not binding. The plan sets out the allowable rebate programs, which sets the authority prior to negotiation. Rebates are to be less than 10 years and between \$10k to \$1M. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-102 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#7-1 MEMBRANE ROOFING AND WALL PANELS FOR BLACK HAWK ROOF COMPANY AN INCREASE OF \$369.00, second by Cahill. Public Works Director Nickel noted the city would be pursuing legal means to retrieve the overages caused by the masonry contractor. Each of the contractors on site experienced loss of material or time due to the masonry contractor failure. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-103 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE AN INCREASE OF \$6,990.00, second by Wirin. Resolution adopted 5-0.

Wirin moved to adopt RESOLUTION 2019-104 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN FABRICATORS AN INCREASE OF \$32,277.00, second by Isom. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-105 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#2-1 SITE DEMOLITION AND EARTHWORK FOR CON-STRUCT, INC. AN INCREASE OF \$8,205.25, second by Wirin. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-106 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$181,940.09, second by Cahill. Resolution adopted 5-0.

Wirin moved to adopt RESOLUTION 2019-107 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS, CURTAINWALLS FOR FORMAN FORD AN INCREASE OF \$2,830.00, second by Martin. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-108 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$114,382.99, second by Cahill. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-109 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$2438.00, second by Wirin. Resolution adopted 5-0.

Martin moved to adopt RESOLUTION 2019-110 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. AN INCREASE OF \$11,608.96, second by Wirin. Resolution adopted 5-0.

PUBLIC HEARING

Mayor Greer called the public hearing open at 6:20 pm regarding the current year budget amendment. There were no written or public comments. Finance Director Steiner reviewed the proposed budget amendment, noting the revenue and expenditures exceeded the FYE 2018-2019 budget filing in March 2018, due to insurance proceeds and expenses caused by the July 19, 2018, tornado. The city will not receive FEMA reimbursement before the close of this fiscal year. Mayor Greer closed the public hearing at 6:22 pm. Wirin moved to adopt RESOLUTION 2019-111 ADOPTING FY2018-2019 BUDGET AMENDMENT, second by Cahill. Resolution adopted 5-0.

ORDINANCES:

Cahill moved to consider the third reading of and adopt ORDINANCE 14982 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 20, SECTION 20-161 NO PARKING ANYTIME, BY ADDING NO PARKING ON EAST MAIN STREET BETWEEN 8TH AVENUE AND 9TH AVENUE, second by Martin. Ordinance and third reading adopted 5-0.

Isom moved to adopt the second reading of ORDINANCE 14983 ENACTING A CODE OF ORDINANCES FOR THE CITY OF MARSHALLTOWN, IOWA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY, second by Wirin. Second reading adopted 5-0.

DISCUSSION

Finance Director Steiner updated the council on the Police and Fire Building project, with uncommitted and unencumbered funds at \$622,132.84, included the change orders on this agenda, and answered

questions. Landscaping is part of Con-Struct’s contract, and the building’s completion date may be August 31, 2019.

PUBLIC COMMENT:

Mark Eaton, 1007 S 10th Avenue, asked about the deleted youtube council videos and suggested policy be made to protect content.

ADJOURNED:

The meeting adjourned at 6:36 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE OR TRADE THEREOF, 1997 16' ALUMACRAFT BOAT AND
1997 YACHT CLUB TRAILER.**

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

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

WHEREAS this surplus property should be traded or sold; and

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

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

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

- A. 1997 Alumacraft 16' boat
- B. 1997 Yacht Club trailer

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

Passed this 10th day of June, 2019, and signed this 10th day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING A CONTRACT FOR SERVICES BETWEEN IOWA
NORTHLAND REGIONAL TRANSIT COMMISSION AND THE CITY OF
MARSHALLTOWN, IOWA, MARSHALLTOWN MUNICIPAL TRANSIT DIVISION

WHEREAS Marshalltown Municipal Transit has very limited staff for dispatching complimentary paratransit services in Marshalltown; and

WHEREAS Northland Regional Transit Commission has available dispatch capacity with current Northland Regional Transit Commission dispatch hours to effectively handle demand response services; and

WHEREAS Northland Regional Transit Commission also has available vehicle capacity to effectively handle demand response services.

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

Section 1. That the attached contract for transportation purposes with Northland Regional Transit Commission is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 10th day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR CONTRACTED SERVICES
PART B
BASIC CONTRACT PROVISIONS

I. PURPOSE AND SCOPE OF CONTRACT

The purpose of this contract is to set out the terms and conditions of the agreement between NEI3A and Iowa Northland Regional Transit Commission (RTC) to furnish certain Covered Services and Deliverables required and to meet all requirements for a written agreement and mandated terms.

The Covered Services and Deliverables to be provided under this Agreement are designed to implement the public transit services.

II. PROVIDER SERVICE RESPONSIBILITIES

- A. Provider shall provide the specified Covered Services and Deliverables as designated Part A of this Agreement and its attachments for the term specified in Part A of this Agreement in accordance with NEI3A Performance Standards all in a timely manner.
- B. In addition to the specific provisions of this Agreement, Provider shall comply with all applicable federal (particularly the Older American Act), state (particularly Iowa Administrative Code Section 321), and local laws, rules, and regulations.
- C. Targeting Requirements – The Provider will place special emphasis on meeting needs, as appropriate:
 - a) Low-income minority individuals,
 - b) Older individuals with limited English proficiency,
 - c) And older individuals residing in rural areas.
- D. Provider shall be responsible for design, approval and implementation of a disaster emergency plan consistent with NEI3A Policies and Procedures, applicable State and Federal regulations, including Iowa Administrative Code Section 321(6.9). Any plan not approved in advance of the contract date shall be submitted for approval within thirty days.
- E. Provider shall be provided an opportunity to make a confidential contribution for services provided to all participants served.

III. FUNDING

- A. NEI3A shall provide no more than the specified Maximum Funding level in funds as set out in the Contracted Services Agreement Part A which is part of this Agreement.

- B. In the event of a Presidential Declaration of Emergency affecting the persons or geographic regions that are the subject of this Agreement, NEI3A reserves the right to terminate payment of unearned funds under this Agreement or to redistribute those funds to the extent permitted by the guidelines established by the funding source.

IV. SCHEDULE OF PAYMENT

- A. Subject to receipt of funds from federal and states sources, NEI3A agrees to pay the Provider for services on a not less than monthly basis (except as provided below).
- B. In no event shall the Provider receive payments exceeding the to-date pro-rata share of Maximum Funding for Services under this Agreement.

V. FISCAL MANAGEMENT AND RECORDS

- A. Provider shall maintain all books, records and documents which sufficiently and properly document and calculate all charges billed and expenditures made pursuant to this Agreement, including property, personnel, and financial, to assure proper accounting for all funds provided for this program. These records will be made available for review purposes to NEI3A or any authorized representative of them and will be retained for five (5) years after the final payment under this contract, unless permission to destroy them is granted by NEI3A.
- B. This availability shall include access to examine, excerpt and transcribe any pertinent books, documents, papers, electronic or optically stored and created records or other records of Provider pertaining to this contract.
- C. Monthly financial reports on the program shall be submitted to NEI3A on the tenth day of the month following the close of each month.
- D. Within 14 days of the end of the contract term all data, deliverables, and work-products related to the contract shall be delivered to NEI3A at its main office or as otherwise directed by NEI3A
- E. Within 14 days of the end of the contract year or the actual termination of the contract, whichever first occurs, the complete financial report for the program shall be submitted to NEI3A.
- F. No contract funds shall be used for:
 - i. Expenditures other than those necessary to meet the performance requirements of this contract as determined by NEI3A;
 - ii. The purchase of real property or construction of real property.
- G. Disallowed expenses shall be the sole responsibility of the Provider.
- H. Provider agrees to secure and keep in force for the duration of this Agreement

adequate insurance coverage to protect against losses. Required insurance shall be at least in the amount of the total budget for the project.

- I. All information shall be provided on the forms provided by NEI3A, if such forms are provided.

VI. PROVIDER PERSONNEL MANAGEMENT

If so required in Part A, Provider shall assure:

- A. Compliance with NEI3A and applicable State and Federal Agency requirements regarding staff certification, training, and technical assistance.
- B. Maintenance of personnel records of each of Provider's employees providing services under this Agreement.

VII. PROVIDER SUBMISSION OF REPORTS, RECORDS AND EVALUATIONS

- A. Provider agrees to prepare, retain and permit NEI3A to inspect, as NEI3A considers necessary, all records required for this program by NEI3A regulations. Provider further agrees NEI3A may carry out monitoring and evaluation activities.
- B. Provider further agrees to submit to NEI3A such reports as required.

VIII. OWNERSHIP OF DELIVERABLES

- A. Provider shall comply with all federal and state guidelines as it pertains to this program.

IX. ACKNOWLEDGEMENTS OF NEI3A SUPPORT

- A. Provider shall have an acknowledgement of NEI3A support placed on any publication written or published with NEI3A funds and, if feasible, on any publication reporting the results of, or describing a supported activity. Wording shall comply with the following:

- i. The words "sponsored by" or "produced for" or their equivalents do not correctly express the grant relationship and must not be used.
- ii. Acceptable language expressing an acknowledgement of support is:
 - "This publication was made possible by funding from..."
 - "The project described in this article was supported by funding from..."
 - "The funding for this program was provided in part by..."

Language other than the language above must be pre-approved.

- B. All acknowledgements shall include a general disclaimer. Acknowledgements must not represent or suggest in any way that the views expressed are those of NEI3A.

X. NEI3A GENERAL RESPONSIBILITY FOR SERVICE

NEI3A shall monitor, evaluate, and make assistance available to Provider in conducting all activities under this Agreement.

XI. NEI3A SPECIFIC RESPONSIBILITIES FOR SERVICE

NEI3A shall provide the following services:

- A. Direct program monitoring of Provider program activities through reviews and analysis of program activity data, including but not limited to Provider's monthly invoices and reports.
- B. Consulting services as requested.
- C. Systematically provide information and consultation to Provider about NEI3A rules and regulations to facilitate and support compliance efforts.
- D. Evaluate program costs and fiscal reports.
- E. Timely notify Provider of performance concerns.

XII. DISCRIMINATION CLAUSE

- A. The Provider will not discriminate against any person employed in the performance of this contract, or against any applicant for employment because of race, sex, age, creed, religion, color, national origin, sexual orientation, political affiliation, veteran's status, or mentally or physically handicapping condition. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, selection for training, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and all other privileges, terms and conditions of employment.
- B. No person shall, on the grounds of race, religion, sex, creed, color, national origin, sexual orientation, political affiliation, veteran's status, or mentally or physically handicapping condition be excluded from participation in, be denied the benefits of, or be subject to discrimination in the performance of this contract.
- C. Failure to comply with this provision shall be considered a material breach of this contract sufficient to permit immediate termination of this Agreement without notice.

XIII. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds, materials, property, services contributed by NEI3A or the Provider under this contract shall be used for any partisan political activity:
 - i. to further the election or defeat of any candidate for public office, or to pay directly or indirectly, the salary or expenses of either party to this

contract or their agent, to engage in any activity designed to influence legislation or appropriations pending before Congress,

- ii. to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or
- iii. to assist any voter registration activity.

B. Nothing in the above statement is intended in any way to inhibit or discourage any party from exercising its lawful rights to attempt to influence legislation pending before Congress as long as the costs are not charged to this Program.

XIV. COMPLIANCE WITH APPROVED PROGRAM

- A. The Provider agrees to perform all activities authorized by this agreement in accordance with the approved work program and the approved program funding.
- B. If NEI3A determines the Provider's program is not operating in compliance, it will notify Provider of the manner in which it is out of compliance and NEI3A shall assist in developing an improvement plan. Provider shall then come into compliance within a specified period to be determined by NEI3A and specified in the improvement plan, which period shall not be less than ten days nor greater than sixty days.
- C. Non-compliance may result in payments being withheld in whole or in part and probationary status imposed immediately upon determination of non-compliance. Projects remaining out-of-compliance beyond the specified deadline shall be defunded and NEI3A may at its sole option terminate this contract without further notice or liability under this Agreement.

XV. CHANGES IN SERVICE

- A. NEI3A may request changes in the scope of the services to be performed under this Agreement.
- B. Changes which include an increase or decrease in the amount of Provider's compensation must be mutually agreed upon.
- C. All changes must be reduced to written form before they shall be enforceable by either party.

XVI. COVENANT AGAINST CONTINGENT FEES

- A. Provider warrants no person, selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
- B. For breach or violation of this warrant, the NEI3A shall have the right to annul this

contract or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee, or to seek such other legal remedies as may be available.

XVII. TERMINATION OF AGREEMENT

- A. Except in the case of NEI3A's loss of funding from the primary funding source for this program, payments under this contract shall not be terminated or reduced, or an application for refunding denied or financial assistance suspended for longer than 30 days, unless the Provider has been afforded reasonable notice except as specifically provided in this Agreement.
- B. NEI3A may terminate this agreement at any time on thirty (30) days prior written notice to the Provider without payment of any penalty or incurring any further obligations to Provider. Following termination under this paragraph, Provider shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement up to and including the date of termination and for any non-cancelable obligation incurred as a direct result of this contract.
- C. In the event of loss of funding from the primary funding source for this program, this contract will terminate effective the date of that loss of funding without payment of any penalty or incurring further obligations to Provider. Following termination under this paragraph, Provider shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement up to and including the date of termination and for any non-cancelable obligation incurred as a direct result of this contract.
- D. Provider shall arrange for immediate transfer of program record reports as and if required by NEI3A within thirty days of termination of the contract.

XVIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- A. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
- B. If the Provider is unable now, or at any time during the term of this agreement to certify to any of the statements in this certification, Provider shall immediately provide an explanation to NEI3A and this contract shall be subject to immediate termination by NEI3A in the event Provider's participation is disallowed as a result of that debarment or suspension.

XIX. INDEMNIFICATION

Provider agrees to hold harmless NEI3A, its officers, employees, and agents, appointed and elected officials, and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlement and judgments, including reasonable attorney fees related

to any such claims, for any violations of this contract including, but not limited to: negligent or intentional acts or omissions; failure to comply with any state, local, or federal laws and regulations; failure to make all reports, payments, and withholdings required by law with respect to the operation of its business any payment of its employees; and infringement of any third-party rights, copyright, trademark, patent, trade secrets or other intellectual property right. This obligation of indemnification shall survive the termination or expiration of the term of this Agreement.

XX. GENERAL PROVISIONS

- A. Independent Contractor. The status of the Provider shall be that of an independent contractor. NEI3A shall not provide Provider with office space, support staff, equipment or tools, or supervision beyond the terms of this contract. Neither Provider nor its employees shall be considered employees of NEI3A for federal or state tax purposes. NEI3A shall not withhold taxes on behalf of Provider. Provider shall be responsible for payment of all taxes in connection with any income earned from this project.
- B. Compliance with Equal Employment and Affirmative Action Provision. The Provider shall comply with all provisions of federal state, and local laws, rules, and executive orders to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability.
- C. Confidentiality. Some data collected pursuant to this Agreement, policies, information or activities of NEI3A are confidential. The Provider shall preserve the confidentiality of such data, policies, information, or activities that are revealed to the Provider in the performance of this contract. Provider's duty to preserve the confidentiality of information shall be perpetual and shall not be affected by contract completion or other termination of performance. In the event of breach of this confidentiality provision, NEI3A may terminate this contract immediately without notice of default and opportunity to cure as otherwise provided.
- D. Amendments. This contract may be amended in writing from time to time by mutual consent of the parties. All amendments must be in writing and fully executed by both parties.
- E. Assignment and Delegation. Provider may not sub-contract any portion of its obligations under this Agreement.
- F. Integration. This contract represents the entire agreement between the parties and neither party is relying on any representation that may have been made which is not included in the contract.
- G. Severability. If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this contract.
- H. Authorization. Each party represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this contract and that it has taken all requisite action to approve execution, delivery, and performance of this

contract, and that this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

- I. All notices required under the terms of this contract shall be delivered by certified or registered mail, return receipt requested, to the addresses of the parties as set out in Part A.

AGREEMENT FOR CONTRACTED SERVICES
PART A

Northeast Iowa Area Agency on Aging, Inc, an Iowa not for profit corporation (NEI3A) and Marshalltown Municipal Transit (Provider) wish to enter into an agreement under which Provider shall furnish certain designated services as reflected below. For the purposes of this Agreement, the following terms shall be used:

Term	Definition
NEI3A	Northeast Iowa Area Agency on Aging, Inc.
NEI3A Address	3840 W. 9 th Street, Waterloo, Iowa 50702
Provider	Marshalltown Municipal Transit
Provider Address	905 East Main Street, Marshalltown, Iowa 50158
Telephone Number	641-754-5719
Location for Provision of Services:	Marshalltown, Iowa
Covered Services and Deliverables:	Fixed route transportation service for persons age 60 and over.
Funding for Services and Deliverables:	\$ 1.00 per one way ride.
Term of Agreement:	July 1, 2019 – June 30, 2020

The parties agree to abide by the specific terms and provisions of the following attachments which are incorporated into this Agreement by reference and made a part of it:

Agreement for Contracted Services Part B: Basic Contract Provisions

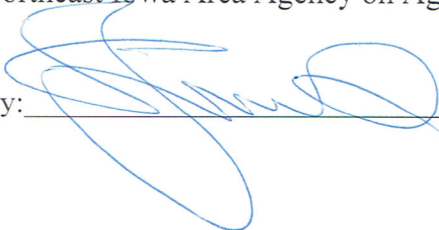
Dated: _____

Provider:
Marshalltown Municipal Transit

By: _____

Dated: 5/23/19

NEI3A:
Northeast Iowa Area Agency on Aging

By: 

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA VETERANS HOME BETWEEN
THE CITY OF MARSHALLTOWN, IOWA,
AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with The Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2019, and continue through June 30, 2020, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 10th day of June 2019 and signed this _____ day of June 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

May 28, 2019

Justin Nickel, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2020 Roadway Maintenance Agreement with City of Marshalltown for Roads within Iowa Veterans Home

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2020 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning 7/1/2019 and ending 6/30/2020.

The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Staff Engineer - North Area

cp
Enclosure

cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa Veterans Home
AGENCY _____
COUNTY _____
CITY Marshalltown

This written agreement made and entered into by and between City of Marshalltown, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Institutional roads at the Iowa Veterans Home in Marshalltown, Iowa

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
Street sweeping
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following routine maintenance:
Not applicable

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 150.00 per lane mile per year.
Total lane miles 3.78 at \$ 150.00 per lane mile = \$ 567.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2019

Ending Date: 6/30/2020

5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

City of Marshalltown

(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

District Engineer

(DATE)

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA HIGHWAY 14 FROM IOWA AVENUE TO WOODLAND
STREET BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with The Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2019, and continue through June 30, 2020, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 10th day of June 2019 and signed this_____day of June 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

May 24, 2019

Justin Nickel, P.E.
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2020 Supplemental Maintenance Agreement with City of Marshalltown

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2020 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2019 and ending June 30, 2020.

The terms of the agreement are the same as last year, with the 2016 traffic volumes. The compensation rate is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed to you for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Staff Engineer -North Area

cp

Enclosure

cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File



Iowa Department of Transportation
SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Marshalltown, Marshall County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2016, and in effect from July 1, 2016, to June 30, 2021.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$ 2,239.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
Ia 14	Iowa Avenue	Woodland Street	18.074	\$40,340.00

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2019 to June 30, 2020 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Marshalltown

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

Print Name:

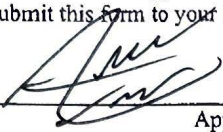
Scott Dockstader, District 1 Engineer

Date _____

Date _____

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.



Applicant's Signature

5/15/2019

Date

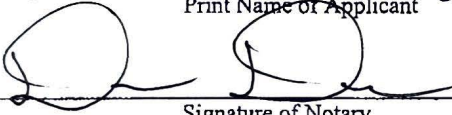
NOTARY

State of Iowa

County of Polk

Signed and sworn to before me on 5-15-2019
Date

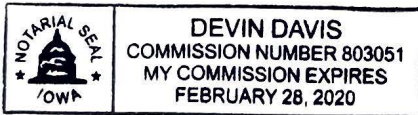
By Andrew EPPO Erickson
Print Name of Applicant



Signature of Notary

5-15-2019

Date



Applicant License Application ()

Name of Applicant: <u>Eppo Productions</u>		
Name of Business (DBA): <u>Eppo Productions</u>		
Address of Premises: <u>20 W State St.</u>		
City <u>Marshalltown</u>	County: <u>Iowa</u>	Zip: <u>50158</u>
Business	<u>(321) 246-4819</u>	
Mailing	<u>8013 Hickory Drive</u>	
City <u>Urbandale</u>	State <u>IA</u>	Zip: <u>50322</u>

Contact Person

Name <u>Eppo Productions</u>	
Phone: <u>(321) 246-4819</u>	Email <u>andy@rednoise6.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:5 days

Effective Date: 07/06/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Status of Business

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

Ownership

Andrew Erickson

First Name: <u>Andrew</u>	Last Name: <u>Erickson</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>West Bend Mutual Insurance Company</u>	
Policy Effective Date: <u>07/06/2019</u>	Policy Expiration <u>07/11/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☐ PROFIT

☐ NON-PROFIT

☐ INDIVIDUAL

ACTIVITY NAME: _____
SPONSOR NAME: _____
EMAIL: _____
ADDRESS: _____
CONTACT NAME: _____
CONTACT PHONE: _____
DESCRIBE EVENT: _____

ACTIVITY DATE _____
EVENT START TIME _____
EVENT END TIME: _____
BARRICADES NEEDED: YES / NO
STREET(S) BLOCKED: YES / NO
BARRICADE BEGIN TIME: _____
BARRICADE END TIME: _____

**CONTACT PARKS & REC FOR PARK
FACILITY OR TRAIL PERMIT 641-754-5715**

**ATTACH SKETCH SHOWING
DESIRED TRAFFIC CONTROL**

DEPARTMENT REVIEW: COST:

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

DEPARTMENTAL REQUIREMENTS:

TOTAL DEPARTMENT COST:	\$
**REFUNDABLE PERMIT FEE:	\$ 100.00
ALCOHOL IN PUBLIC AREA:	\$ 100.00
TOTAL PERMIT COST:	\$

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

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

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

SIGNED BY APPLICANT

APPLICATION DATE

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

APPROVED DATE:

APPROVED BY: (CITY CLERK)

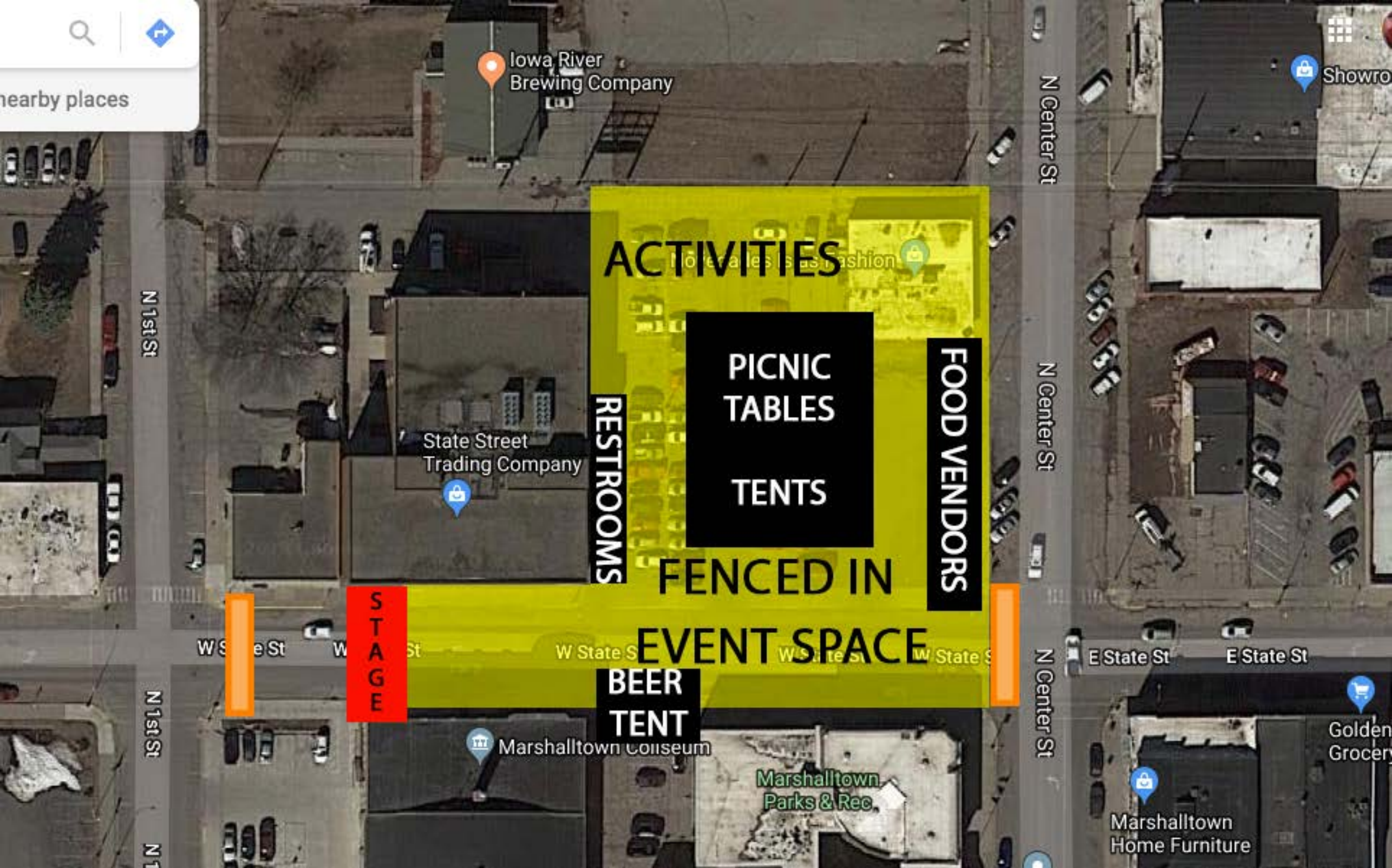
LIC#

Updated: April 2010

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

Dog Ordinance Compliant Advertising Language:

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



Iowa River
Brewing Company

Showro

ACTIVITIES

RESTROOMS

PICNIC
TABLES
TENTS

FOOD VENDORS

FENCED IN

EVENT SPACE

STAGE

BEER
TENT

State Street
Trading Company

W State St

W State St

W State St

E State St

E State St

Marshalltown Convention Center

Marshalltown
Parks & Rec

Marshalltown
Home Furniture

Golden
Grocery

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE
VETERANS MEMORIAL COLISEUM BENEFIT CONCERT BY JASON
BROWN/EPPO PRODUCTIONS ON JULY 6, 2019**

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

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

WHEREAS, a concert to benefit the renovation of the Veterans Memorial Coliseum will be held on Saturday, July 6, 2019, in the 10 block of West State Street, including the City-owned parking lot on the north side of State Street, along with adjacent alleyways; and

WHEREAS, canned beer and other alcoholic beverages will be sold as part of the concert, with proceeds benefiting the Veterans Memorial Coliseum; and

WHEREAS, staff has reviewed the service area and request and recommend approval of the special event exception for the Jason Brown Concert to benefit the renovation of the Veterans Memorial Coliseum;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that EPPO Productions is granted an exemption to allow for open containers in a public way on the date of July 6, 2019.

Passed this 10th day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION CLOSING CITY OFFICES TO THE PUBLIC FOR A CITY IN-SERVICE DATE ON FRIDAY, JULY 5, 2019

WHEREAS, Thursday, July 4, 2019, is observed as a City holiday with all offices closed to the public on this day; and

WHEREAS, the City will be hosting a large concert event on Saturday, July 6, 2019, requiring City personnel to be clearing parking lots and cleaning areas near City Hall to prepare for the concert; and

WHEREAS, an in-service day would require employees to report to work and assist in the concert preparations or utilize paid time off if not reporting to work;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that City offices will be closed to the public on Friday, July 5, 2019, with all staff still reporting at regular hours unless using paid time off.

Passed this 10th day of June, 2019, and signed this ____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION DESIGNATING THE USE OF INSURANCE PROCEEDS FOR THE
REPLACEMENT OF AN OUTDOOR SHELTER AT WEST END PARK TO THE
DEVELOPMENT A MASTER PLAN FOR WEST END PARK**

WHEREAS, West End Park was one of the many City properties damaged by the EF-3 tornado on July 19, 2018, resulting in the destruction of the open air shelter, damage to the Futsal Courts, and damage to a fence and multiple trees; and

WHEREAS, the City of Marshalltown has received insurance proceeds totaling \$36,267.23 for the replacement cost of the open air shelter; and

WHEREAS, City staff and the 13th Street District Board held a planning session on March 27, 2019, to talk about the future of West End Park, coming to the conclusion a larger master plan for the entirety of West End Park is needed to look comprehensively at issues like stormwater management, parking and use of the park for events; and

WHEREAS, Bolton and Menk, who prepared the Parks and Recreation Master Plan for the City of Marshalltown, has proposed a fee of \$13,000 to prepare a plan for West End Park;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a portion of the insurance proceeds for the replacement of the open air shelter at West End Park are hereby directed to the preparation of a master plan for West End Park; and

BE IT FURTHER RESOLVED, the Mayor is directed to execute the attached agreement with Bolton and Menk.

Passed this 10th day of June, 2019, and signed this _____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 4, 2019
RE: West End Park Master Plan

Policy Issue: Council must approve change of use of insurance proceeds

Recommendation: To approve the resolution as proposed

Background: West End Park sustained a great deal of damage as part of the July 19th tornado. Many trees had to be removed, the Futsal Courts had a variety of damages, and the most notable loss was the open air shelter. The City's insurance company determined a replacement cost for the same shelter at \$36,267.23.

At the end of March, members of the 13th Street District Board and city staff met to discuss how we can move forward, knowing that replacing the shelter as it was and where it was located would not be taking advantage of a larger opportunity to talk about the changing use of the park from a traditional park to an event space. Bolton & Menk facilitated this discussion and provided multiple images of different park features for feedback. As a result of this meeting, it was determined that putting together a master plan for the park would provide the best path forward for planning improvements, addressing issues, and raising funds.

Looking at what would likely make sense for a new shelter in the park would cost more than the insurance proceeds received, especially if trying to incorporate a multitude of uses including a tornado shelter/concession area and bathrooms as well as a larger space. There are also known stormwater issues that are resulting in some of the stream banks sloughing off and losing some of the land. Parking has also become an issue with events held in the area continuing to grow in popularity. The master plan would look at all of these issues and the spaces available to provide a comprehensive path for redevelopment. Bolton & Menk has presented a quote for \$13,000 to complete the master plan.

Budget Impact: None, insurance proceeds are on-hand

Attachment: Agreement from Bolton & Menk

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





Real People. Real Solutions.

309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

May 24, 2019

Jessica Kinser – City Administrator
City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

RE: West End Park Master Plan, Marshalltown, Iowa

Dear Jessica:

Bolton & Menk, Inc. is pleased to submit the following proposal to provide concept design services for the West End Park Master Plan as summarized herein.

PROJECT APPROACH

You can be assured the Bolton & Menk, Inc. team will provide outstanding creative and technical deliverables for concepts in a timely and cost-effective manner.

In order to ensure a positive project result that meets the City's requirements, we have developed a project approach that is rooted in three primary goals:

- + Provide creative and appropriate solutions focused on Marshalltown's specific needs.
- + Maximize value and cost effectiveness through sustainable design.
- + Build client and consultant trust and satisfaction.

This document provides the details regarding our approach to how the transformation of West End Park can be achieved. This approach reflects the direction received from our initial meeting with city staff and the 13th St. District board on 3/27/2019. In general, the following scope will include two distinct concept alternatives and corresponding preliminary cost opinions followed by the development of one preferred concept plan that may include elements from either of the two initial concepts. Our team will also provide a preliminary cost opinion and supporting graphics for the preferred concept plan to be used by the City and 13th St. District in fundraising and public outreach.

SITE DESCRIPTION

West End Park is bounded by Summit Street on the north, N 13th Street on the east, W Main Street on the south, and N 14th Street on the west in the northwest area of Marshalltown, IA. The project study area is comprised of approximately 3 acres within the park and includes the asphalt drive and small parking lot off N 14th Street, playground and restrooms, the area once occupied by the park shelter, drainage way through the park, and adjacent open space.

PRELIMINARY DESIGN SCOPE OF SERVICES

TASK 1: DATA GATHERING

Description:

Review and confirm the scope and deliverables

Understand project needs and programming priorities

Collect data, prepare base mapping, and interpret the site constraints

Upon notice to proceed, we will complete an analysis of the site using publicly available GIS data and other relevant data provided by the City to prepare a base map suitable for use in concept development. Having previously met with City staff regarding the needs of the project, our team will move from site inventory and analysis straight into preliminary site concept alternatives.

Deliverables:

- + Kickoff meeting notes (completed)
- + Project boundary base map / aerial (completed)
- + Projected project timeline
- + Park program outline

Note: Boundaries and utilities will be approximate for the work completed as a part of this scope.

TASK 2: PRELIMINARY SITE CONCEPT DEVELOPMENT

The Bolton & Menk team will develop one (1) site concept with varying amenities to be presented to City staff for discussion and consideration. Concept plan materials will include one (1) color rendered plan graphic on 24-inch by 36-inch presentation board.

Subtask 2.1 Preliminary Site Concept Alternatives

- + Develop one (1) preliminary site concept
 - o Varying amenity options
 - o Expanded opportunities within the park
 - o Pedestrian and vehicular circulation considerations
 - o Parking considerations
- + Define programming priorities per concept

Subtask 2.2 Present Alternative

- + Attend one (1) meeting with City staff and 13th St District Board, to present concept alternative
 - o Discuss preferred components and amenities establish direction for the development of one (1) preferred concept plan.

Deliverables:

- + Deliver total of one (1) 2D concept design plan graphic on 24"x36" presentation board
- + Attend one (1) meeting and deliver corresponding meeting notes.

TASK 3: PREFERRED CONCEPT PLAN

The Bolton & Menk team will review comments provided by City staff and 13th St District Board, finalize programming, prepare a preferred concept plan that incorporates feedback from City staff, and present the plan and preliminary cost opinion to City council for approval.

Subtask 3.1 Preferred Concept Plan

- + Compile information from City staff
- + Review preferred program elements
- + Develop one (1) 2D preferred concept plan
- + Prepare one (1) supporting perspective graphic to convey design intent; it is intended that this supporting graphic will be used in the fundraising process

Subtask 3.2 Preliminary Cost Opinion

- + Develop one (1) preliminary cost opinion for the preferred concept plan

Subtask 3.3 Present Preferred Concept Plan

- + Attend one (1) City Council meeting to present one (1) preferred concept plan and the corresponding preliminary cost opinion for approval

Deliverables:

- + Deliver one (1) 2D preferred concept plan graphic on 24"x36" presentation board
- + Deliver one (1) supporting graphic as necessary to convey design intent
- + Deliver one (1) preliminary cost opinion
- + Attend one (1) City Council meeting to obtain approval of the preferred concept plan

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-3 shall not be considered part of the Basic Services and may be authorized by the City as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project.

Additional services may consist of the following:

- + Site Survey of boundary and topography
- + Stormwater calculations and management design
- + Design development or construction documentation services
- + Additional revisions and meetings beyond tasks 1-3
- + Architectural design of structures.
- + Structural engineering.
- + Civil engineering services for utilities and grading.

FEE AND TERMS OF PROPOSAL

COMPENSATION

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an hourly not to exceed an estimated fee of **\$13,000** unless prior approval is received. This proposal is subject to the attached "Terms of Proposal".

We appreciate this opportunity and look forward to showcasing our capabilities to expand the opportunities for the West End Park.

Sincerely,

BOLTON & MENK, INC.



Casey Byers, PLA

Project Manager

Accepted: _____

Date: _____

**RESOLUTION APPRVOING AN AGREEMENT WITH THE FISHER COMMUNITY CENTER
BOARD OF TRUSTEES AND THE FISHER GOVERNOR FOUNDATION FOR THE PUBLIC USE
OF THE FISHER COMMUNITHY CENTER**

WHEREAS, the City of Marshalltown annually levies a tax as allowed by Iowa Code Section 384.12(11) which helps pay for the operating and maintenance expenses of the Fisher Community Center; and

WHEREAS, it is necessary for there to be a lease agreement governing the use of the property tax dollars; and

WHEREAS, the Fisher Governor Foundation owns the Fisher Community Center and the Fisher Community Center Board of Trustees is responsible for the operations of the Fisher Community Center;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement with the Fisher Community Center Board of Trustees and the Fisher Governor Foundation is hereby approved and the Mayor is directed to execute the agreement.

Passed this 10th day of June, 2019, and signed this _____ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

LEASE AGREEMENT FOR THE PUBLIC USE OF THE FISHER COMMUNITY CENTER

WHEREAS, the Fisher Community Center, located at 709 South Center Street, is owned by the Fisher Governor Foundation, and includes the Community Center, Art Gallery, and the Martha-Allen Tye Playhouse, along with the grounds the buildings are located on; and

WHEREAS, the operations of the Fisher Community Center are overseen by the Fisher Community Center Board of Trustees, a board created by the City of Marshalltown; and

WHEREAS, all parties desire to have an Agreement in place to govern the asking for and use of dollars as part of the City of Marshalltown tax levy for the rent, maintenance, insurance and taxes of the Fisher Community Center;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Fisher Community Center is hereby deemed to be a civic center for the purposes of Iowa Code Section 384.12(11);
2. For the year beginning July 1, 2019 and ending June 30, 2020, the City of Marshalltown shall levy a tax to generate \$100,000 for the rent, maintenance, insurance and taxes of the Fisher Community Center;
3. Unless otherwise presented and confirmed by January 31st annually, the City Council shall continue to levy a tax sufficient enough to generate \$100,000 for the rent, maintenance, insurance and taxes of the Fisher Community Center;
4. The Fisher Community Center Board of Trustees shall ensure the Fisher Community Center charges no rental fees for the public use of the auditorium or meeting rooms. Public use is defined as, but is not limited to, use on a monthly basis by local service organizations/clubs, public schools, veterans organizations, and other non-profit entities.

The Fisher Community Center Board of Trustees shall be allowed to charge rent through long-term leases of space for the operations of an entity and for private use of the building. Private use is defined as, but not limited to, use by private, non-service organizations, by individuals or groups for personal gatherings, colleges and universities, union meetings, political events and for-profit entities.

5. The Fisher Community Center Board of Trustees shall utilize the funding from the City of Marshalltown to fund maintenance and on-going repairs to the buildings and grounds and the day-to-day management of the building and grounds.
6. The City of Marshalltown shall remit the payment to the Fisher Community Center Board of Trustees monthly, with July 30th of each year being the first payment of the fiscal year.

7. The Fisher Community Center Board of Trustees shall present an annual report to the City Council no later than December 31st of each year. Throughout the year, the Board of Trustees shall provide the City with an annual budget, which should include the actual revenues and expenditures for the prior year.
8. This agreement shall be continuing until it is terminated by operation of law or on 90 days written notice to each of the parties or if Iowa Code Section 384.12(11) is repealed or amended.

Signed this ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Signed this ____ day of _____, 2019.

Fisher Community Center
Board of Trustees

President

Signed this ____ day of _____, 2019.

The Fisher Governor Foundation

President

**RESOLUTION SETTING PUBLIC HEARING FOR THE PURPOSE OF REVIEWING A \$500,000
IOWA ECONOMIC DEVELOPMENT AUTHORITY CDBG PROJECT APPLICATION**

WHEREAS the Council finds a public hearing is necessary for the review of a \$500,000 Iowa Economic Development Authority CDBG project application; and

WHEREAS the Council has found the public hearing is in the best interest of the city of Marshalltown, Iowa.

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

Section 1. The City Clerk is directed to publish the following notice in the Times Republican to satisfy publication requirements outlined in Iowa Code 362.3

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Marshalltown will be holding a public hearing at 5:30 p.m. on June 24, 2019 at the City Council Chambers at 36 N Center Street, Marshalltown for the purpose of reviewing a \$500,000 Iowa Economic Development Authority CDBG project application for the following activities: 1). Improve at least 5 owner occupied tornado damaged housing units, and 2). 4 homes loan buy down or single family home reconstruction. All the recipients of the assistance must have incomes less than 80% of the county median, as set by HUD. The public is invited to submit oral or written comments on the proposed project application. The Mayor of Marshalltown is the person authorized to receive and respond to citizen proposals, questions, and complaints concerning proposed activities. The person available and able to provide technical assistance to groups representative of low and moderate incomes in preparing and presenting their proposals for the request and use of federal funds is Michelle Spohnheimer, City of Marshalltown, 36 N Center Street, Marshalltown, IA 50158 641-754-5756.

/s/Shari Coughenour, Marshalltown City Clerk

Section 2. This Resolution is effective immediately upon signature by the Mayor.

Passed on this 10th day of June, 2019, and signed on this __ day of June, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

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

_____, Notary Public

My commission expires:

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: May 28, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

is hereby approved and adopted..

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

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

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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

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

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

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

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

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

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

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

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

TABLE OF SPECIAL ORDINANCES

I. Franchises

II. Zoning Map Changes

PARALLEL REFERENCES

References to Iowa Code Annotated

References to 2013 Code

References to Resolutions

References to Ordinances

INDEX

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

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

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

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

Section 7. The public hearing on this code is set for June 8, 2019 at the regular meeting of the City Council.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

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

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

June 10, 2019

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Discussion (6/10) and Acceptance (6/24) of Marshalltown Downtown Master Plan

Policy Issue: The City received two grant awards to fund the completion of the Marshalltown Downtown Master Plan. The Martha-Ellen Tye Foundation and US Economic Development Administration each funded half of the plan costs. SEH completed the plan and is now presenting it to the City for acceptance.

Recommendation: Staff recommends that the City Council accept the Marshalltown Downtown Master Plan prepared by SEH.

Background: A plan such as this one, is used as a vision document to help guide future development, public and private investment. Our last downtown plan was completed in 2006 and resulted in \$90M+ in improvements over a 10-year period. Projects such as the Tallcorn, Marshalltown Senior Residences, the Public Library, Emerson, façade updates and infrastructure improvements all took place in part because of the vision set out in our previous plan.

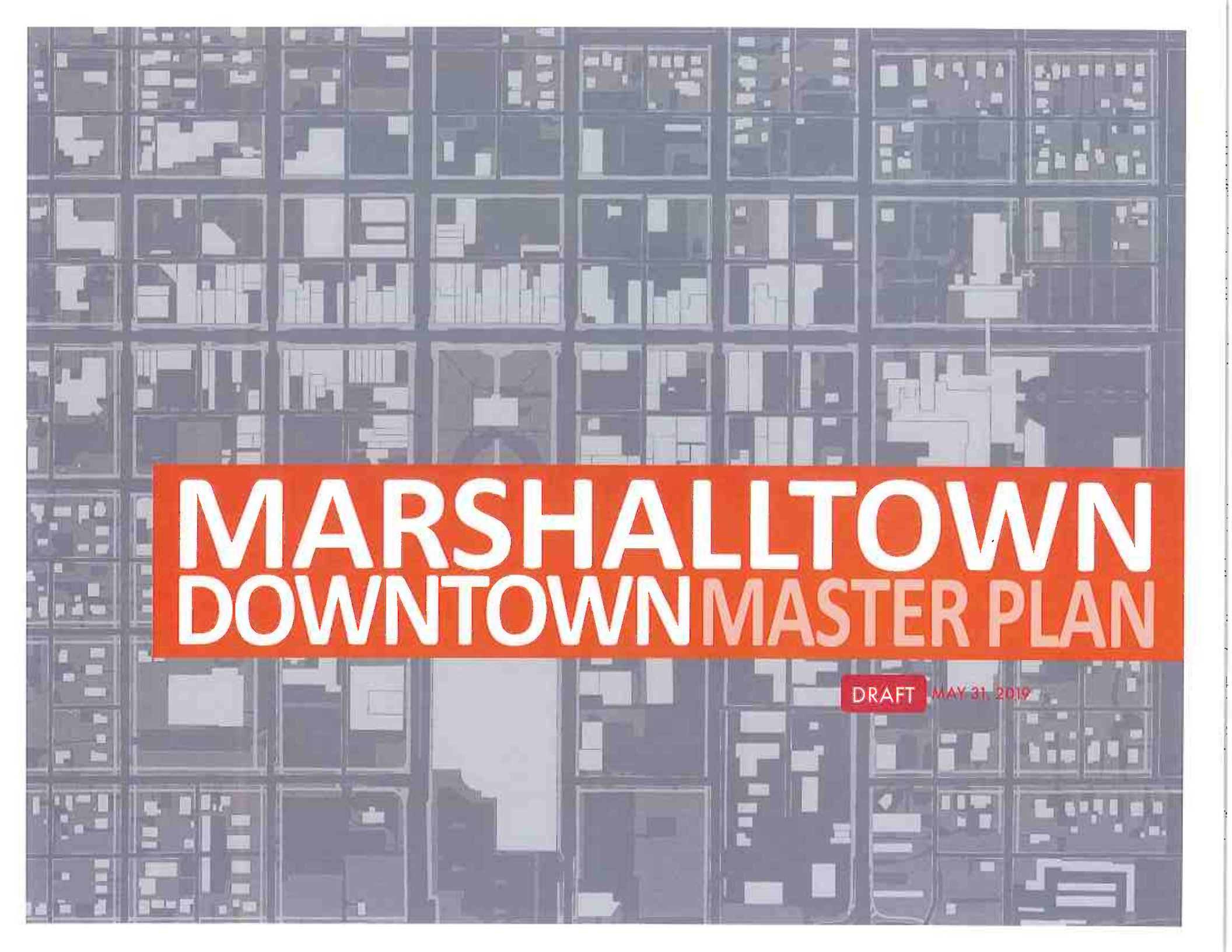
The new plan will ideally lead to similar results as properties redevelop, rebuild and renovate post tornado and into the future. As part of the planning process, the public engaged in online surveys, a multi-day charrette process and open house opportunities. The plan is rooted in the opinions generated by the community and refined by the knowledgeable professionals on the SEH team. A steering committee worked throughout the 6-month process to review and evaluate the plan and ideas coming forward.

SEH is finalizing the plan and making the last corrections and compiling the appendix, which will be online only. The final version will be posted online before the next Council meeting where action will be taken.

Budget Impact: The plan was funded 100% through grant funding. Implementation will require separate action on individual items if City funding is required.

Attachment: Draft plan (low resolution). Visit the following website for higher quality documents. <https://www.downtownmarshalltown.com/project-documents>

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



MARSHALLTOWN DOWNTOWN MASTER PLAN

DRAFT MAY 31, 2019

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ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

Project Funders

This Downtown Master plan was jointly funded by the Martha-Ellen Tye Foundation and the U.S. Economic Development Administration - Economic Adjustment Assistance / Opportunity Zone Program.

Project Steering Committee

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Marshalltown Central Business District

Nate McCormick, President
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Dr. Kalyana Sundaram
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Marshalltown Aviation; Planning & Zoning

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Chamber of Commerce

JP Howard, Owner
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Sharon Greer, Owner
Cartwright, Druker & Ryden

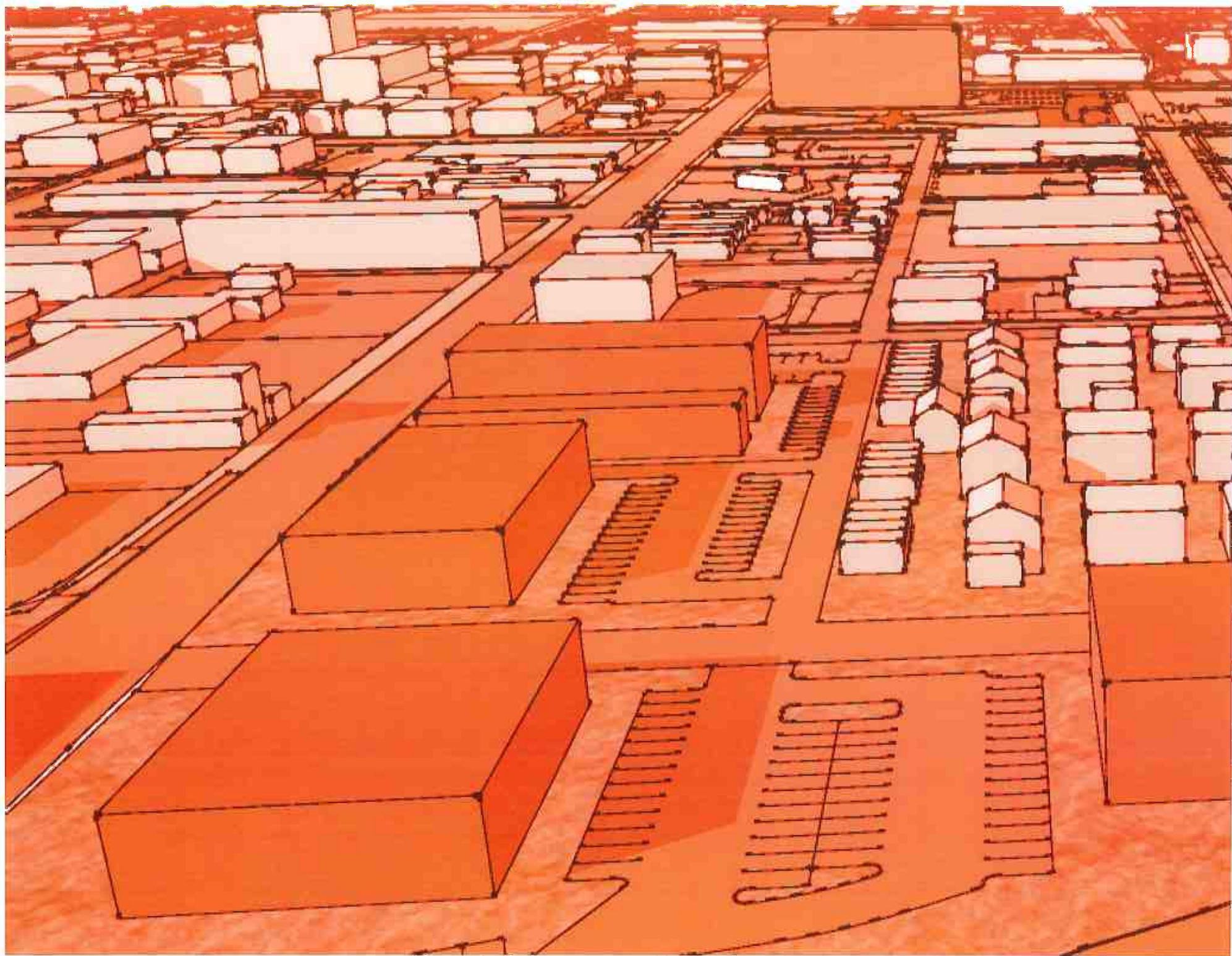
City Staff

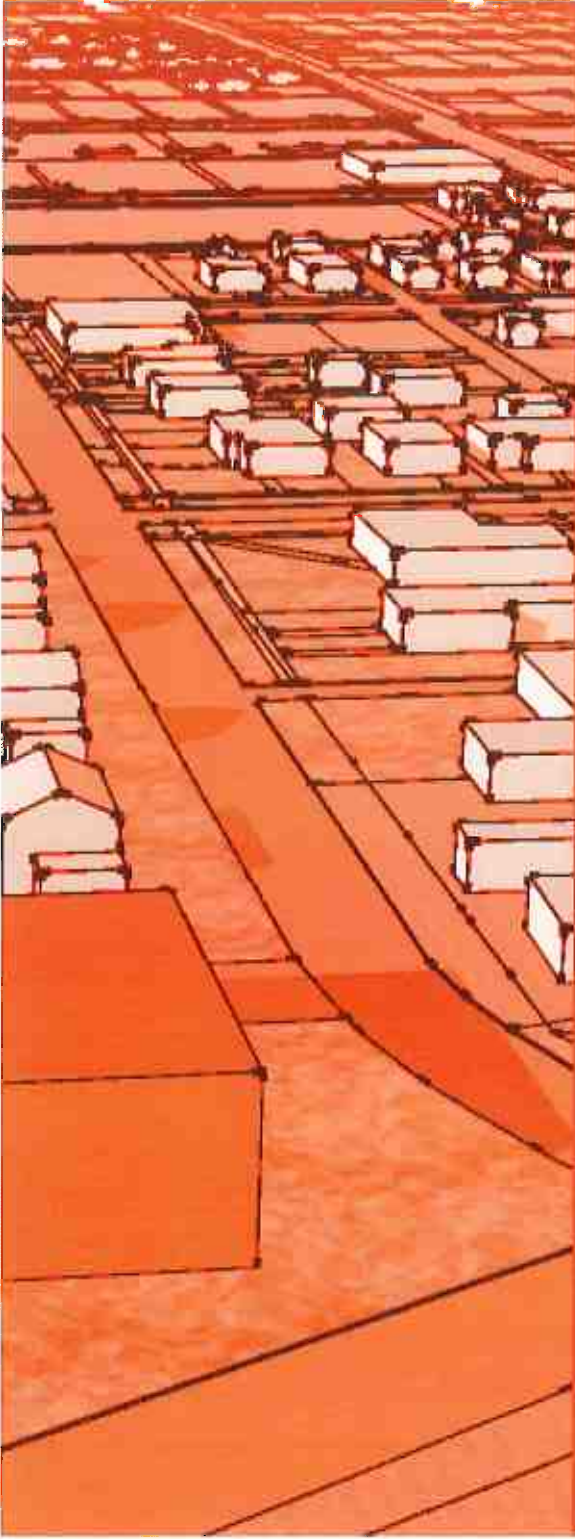
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Community Design Group
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CHAPTER 1 INTRODUCTION

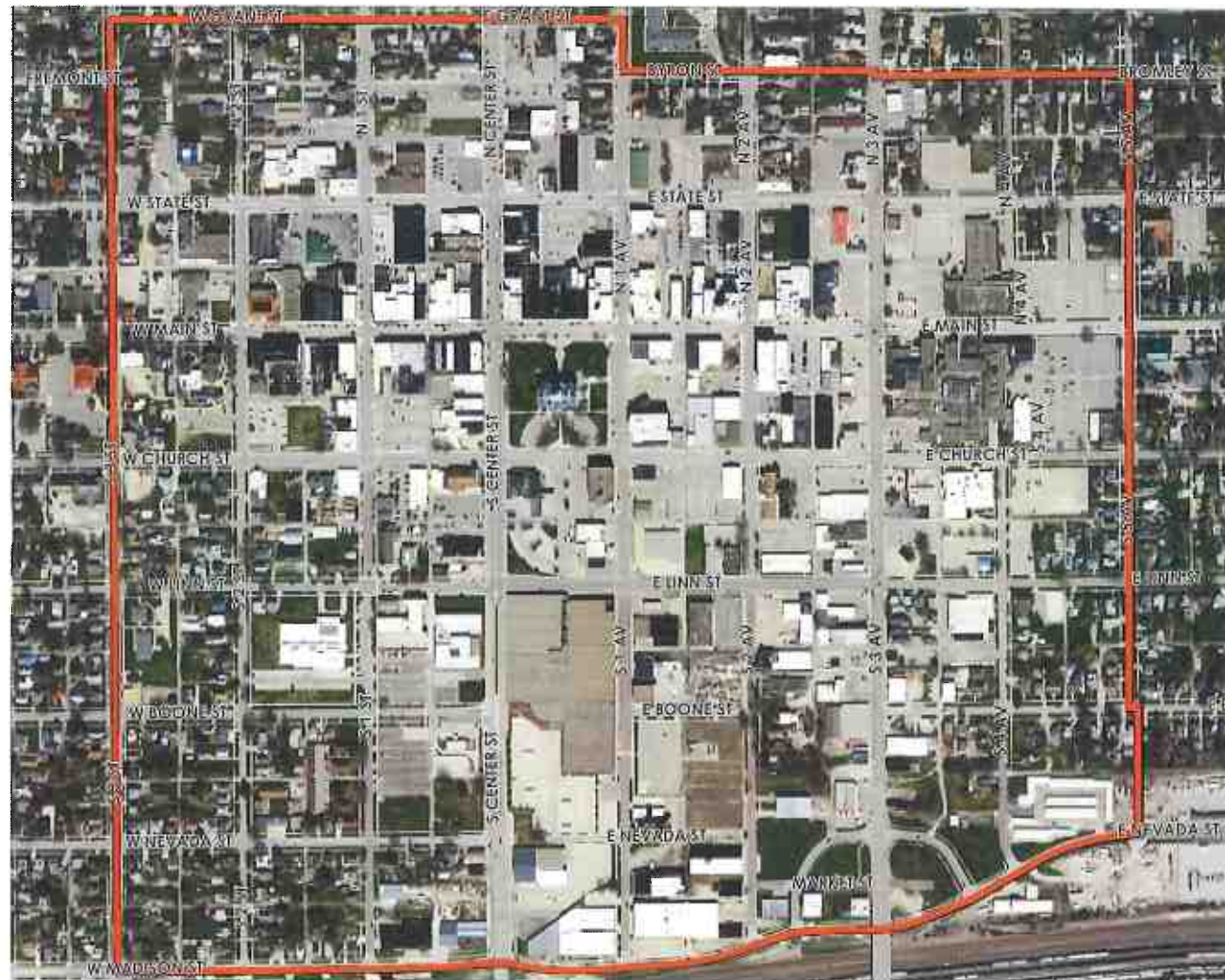
INTRODUCTION
PLANNING PRINCIPLES
PURPOSE
A CONTINUUM OF ACTIVITY
KEY CONCERNS, NEEDS + INTERESTS

INTRODUCTION

Following the destructive force of an EF-3 tornado on its' historic central business district, Marshalltown quickly mobilized energy and funds for downtown planning, rebuilding and revitalization. Project planning utilized a multi-faceted community engagement process with online questionnaires, a multi-day design charrette and monthly project stakeholder committee meetings. The plan builds upon public input to establish a new, holistic vision with downtown serving as the community's central neighborhood for living, working, shopping, dining and socializing within a rejuvenated public realm of landscaped streets, parks and gardens. Guiding new investments are a series of planning frameworks for movement, connectivity and parking, building renovation and design, and streetscapes and greening. Detailed implementation strategies provide guidance on priorities for investment parameters for five new catalyst projects and recommendations for longer term initiatives.

Vision:

Downtown Marshalltown is the vibrant, beautiful, welcoming heart of a diverse community. It offers a rich mix of opportunities and experiences for residents and visitors with arts, entertainment, dining, and housing options in a unique, historic setting. Downtown provides a range of business opportunities for entrepreneurs and investors. Its places and spaces are connected by a safe, accessible network of landscaped streets and walkways where people gather and connect with one another, strengthening community pride and building lasting memories. Downtown Marshalltown is the place to live work and play.



Downtown Master Plan Project Area

PURPOSE

The Downtown Master Plan is intended to serve as a working document for multiple user groups (City, developers and builders, building and business owners, residents, non-profit organizations) providing recommendations and guidance for redevelopment and enhancements within the downtown district over a twenty year time period.

The plan also offers an overview of the planning process, key themes regarding needs, and ideas expressed by community members and a summary of multi-system analyses conducted by the design team.

To aide in the plan's usefulness, detailed analyses, design explorations, background research and related interim work products are compiled in the Appendices.



Tornado-ravaged historic building at Center Street and Main Street now demolished

PLANNING PRINCIPLES

Twelve planning principles were developed to guide the preparation of the downtown vision and master plan recommendations for revitalization, redevelopment and enhancement. As the focus shifts towards achieving the vision, a set of guiding principles for implementation have been developed and are described in more detail in Chapter 3.

1. Encourage an 18 hour neighborhood where people can live, work, learn and play
2. Support a vibrant business economy along downtown streets
3. Develop a variety of downtown housing options
4. Create reasons and spaces for people to visit, socialize and celebrate
5. Protect and showcase downtown history, heritage, arts and culture
6. Enhance beauty, ecology and functionality of the public realm
7. Provide a safe, accessible, attractive and interconnected multimodal transportation network that prioritizes walkability
8. Raise the bar on quality and authenticity of the built environment
9. Expand and sustain downtown partnerships to achieve common goals
10. Balance creative vision with market reality
11. Address current opportunities while planning for an ever changing future
12. Embrace and engage Marshalltown's diverse community from planning through implementation

A CONTINUUM OF ACTIVITY

Downtown Marshalltown has been the subject of past planning, design and revitalization efforts from the 2006 Marshalltown City Center Plan to the 2012 Comprehensive Plan. Marshalltown Central Business District, A Main Street Community, has been actively leading and collaborating with downtown businesses, property owners, The State of Iowa, Marshall County, the City and a host of other non-profit organizations to “continuously enhance Marshalltown’s central business district creating Central Iowa’s first choice

location for businesses, residents, shoppers, diners and visitors.”

Since the July 2018 tornado private donations have supported \$2,000 grants to businesses. The State of Iowa has funded professional services from a Historic Architect, \$1M in catalyst grant funding and \$1M in low-interest loan funding to assist in the recovery of Downtown Marshalltown.

As tornado related demolitions, redevelopments and renovations extend into the coming decade they will coincide

with public sector infrastructure investments, from routine capital improvement projects to tornado-related replacements. A key aspect of realizing the streetscape, public space and greening recommendations identified in this master plan will be to leverage the implementation of public infrastructure projects such as street reconstruction, resurfacing or sewer and water system upgrades.



5 West Main Street before renovation



The proposed renovation for 5 West Main Street



5 West Main Street undergoing renovation

KEY CONCERNS, NEEDS AND INTERESTS

To establish and understand key concerns, needs and interests of the Marshalltown Community, a series of engagement activities were held over the course of this plan's 6-month planning process. Over 1,500 people provided input and feedback for this master plan through these activities. Engagement opportunities included:

- Online community survey
- Online wikimapping survey
- Online housing survey
- 5 downtown steering committee meetings
- 4 focus group meetings
- Multi-day community planning charrette
- 12 confidential interviews
- A community-wide open house
- Interactive project website

Information that came from the mining of Marshalltown's local knowledge, wisdom and experience is the foundation for this plan. City staff and Downtown Advisory Committee Members have also helped guide decision-making during the master planning process in order to provide real, implementable ideas that are embraced by the community.

Over the course of the master planning engagement activities, the key concerns, needs and interests of the community began to emerge. The figure on the following page outlines these key findings. More detailed summaries and descriptions of all engagement activities are provided in Appendix 1.



Figure 1.1 KEY CONCERNS, NEEDS AND INTERESTS

Revitalization + Redevelopment

- Desire for more options for eating/drinking, shopping, entertainment and events
- Historic downtown buildings are Marshalltown's greatest asset
- Desire for building renovations/restorations and vacant shops upper story residential spaces being filled/utilized
- Nearly half the respondents indicated interest in downtown living
- Strong support for preservation-oriented design standards

Movement, Connectivity + Parking

- Access to parking and parking duration limits were mentioned as a challenge
- Willingness to explore modifications to parking arrangements, including structured parking
- Strong support for conversion to two-way streets
- Interest in biking into and around downtown
- Deterrents to biking downtown include safety and connectivity concerns

Gathering, Streetscape + Greening

- Strong interest in greening the downtown by adding gardens and plantings
- Support for including trees in the downtown
- Desire for more investment in public gathering spaces
- Desire for more seating options downtown
- Gathering/parks should support a wide variety of users, from residents to workers to visitors
- Strong interest and support for updated and expanded streetscape enhancements throughout downtown
- Need more regularly scheduled activities and events to draw people downtown and support businesses

THE CHARRETTE

The cornerstone of the public engagement plan was the 4 day charrette held in February. Designed to get consultants, city staff, community members and decision makers working together side-by-side, the charrette strengthened citizen participation and support while quickly and efficiently advancing the project planning and design. A planning studio space was established at City Hall and was periodically open to the public.

To provide feedback loops as concepts were explored and refined a series of meetings were held:

- An evening community kick-off session to review existing conditions assessments, discussing issues, goals, and craft a draft vision for revitalizing downtown.
- A lunch hour project steering committee meeting and an evening community review session for discussing and evaluating planning and design alternatives.
- A final Saturday afternoon presentation and discussion of draft recommendations for policies, plans and projects.

These events led to the development of action-oriented recommendations for achieving the community's vision, including identification of multiple catalyst projects.



CHAPTER 2 THE VISION DOWNTOWN TOMORROW 2030 +

OVERALL FRAMEWORK
REVITALIZATION + REDEVELOPMENT
DESIGN STANDARDS
MOVEMENT, CONNECTIVITY + PARKING
GATHERING, STREETScape + GREENING

OVERALL FRAMEWORK

The overall framework for downtown revitalization is built upon the recognition that the function and role of Marshalltown's downtown has evolved over the years from serving as the primary location for shopping and professional services to a more integrated, multi-faceted district for working, living, shopping, entertaining and socializing. This multi-functionality provides downtown with multiple paths for achieving and sustaining socio-economic vitality. As more people live and work in downtown they patronize its shops, services, restaurants and events. This in turn strengthens economic vitality which allows for increased investment in buildings and expansion in the variety of business offerings which broadens downtown's appeal to the broader community. This also strengthens support for enhancing downtowns' physical environment with new green spaces, streetscapes, wayfinding signage, and traffic and parking improvements.

The evolution of downtown's form and function has established a set of recognizable corridors and sub-districts with differing physical, socioeconomic and environmental characteristics. For



Downtown Marshalltown, circa 1960's



Downtowns today play a strong role in supporting a community's social fabric

example the historic Main Street remains the primary corridor for shopping, dining and upper story living while areas to its south have transitioned to a wide mix of uses from well-established technology and research and development to professional services, wholesaling and residential lofts. The Redevelopment and Enhancement Framework graphic (Figure 2.1) identifies the focus or direction for addressing issues

and needs within the sub-districts and corridors as identified through the site analysis and public engagement process. More specific, site-focused recommendations are described within this section of the Master Plan.

This Downtown Master Plan organizes recommendations for revitalization and enhancement into three key areas:

Revitalization and Redevelopment, which focuses on the renovation and reuse of existing buildings, vacant and or underutilized sites, and the design and use of new buildings.

Movement, Connectivity and Parking, which includes the rationale for 1-way to 2-way traffic conversions, strengthening biking and walking facilities and parking enhancements.

Gathering, Streetscape and Greening, which describes locations and designs concepts for new parks, public art, plazas, renovated streetscapes and landscape enhancements along the public right of way.



Downtowns today mix living and socializing with working, shopping, and dining.

Figure 2.1 Redevelopment + Enhancement Framework Areas 1-4

May 31st, 2019

1 MIXED RESIDENTIAL CONSERVATION - NORTH

- a. Rehabilitation/Renovation
- b. Infill/Medium Density Redevelopment

2 STATE STREET CORRIDOR

SECONDARY LEVEL DESIGN STANDARDS

- a. Improve Visual Character
 - Street trees
 - Lighting
 - Wayfinding

COMPLIMENT MAIN STREET COMMERCIAL WITH NEW USES

- b. Multi-Story Apartments/Condos
- c. Commercial (pedestrian + auto-oriented)
- d. Hotel
- e. Indoor Recreation

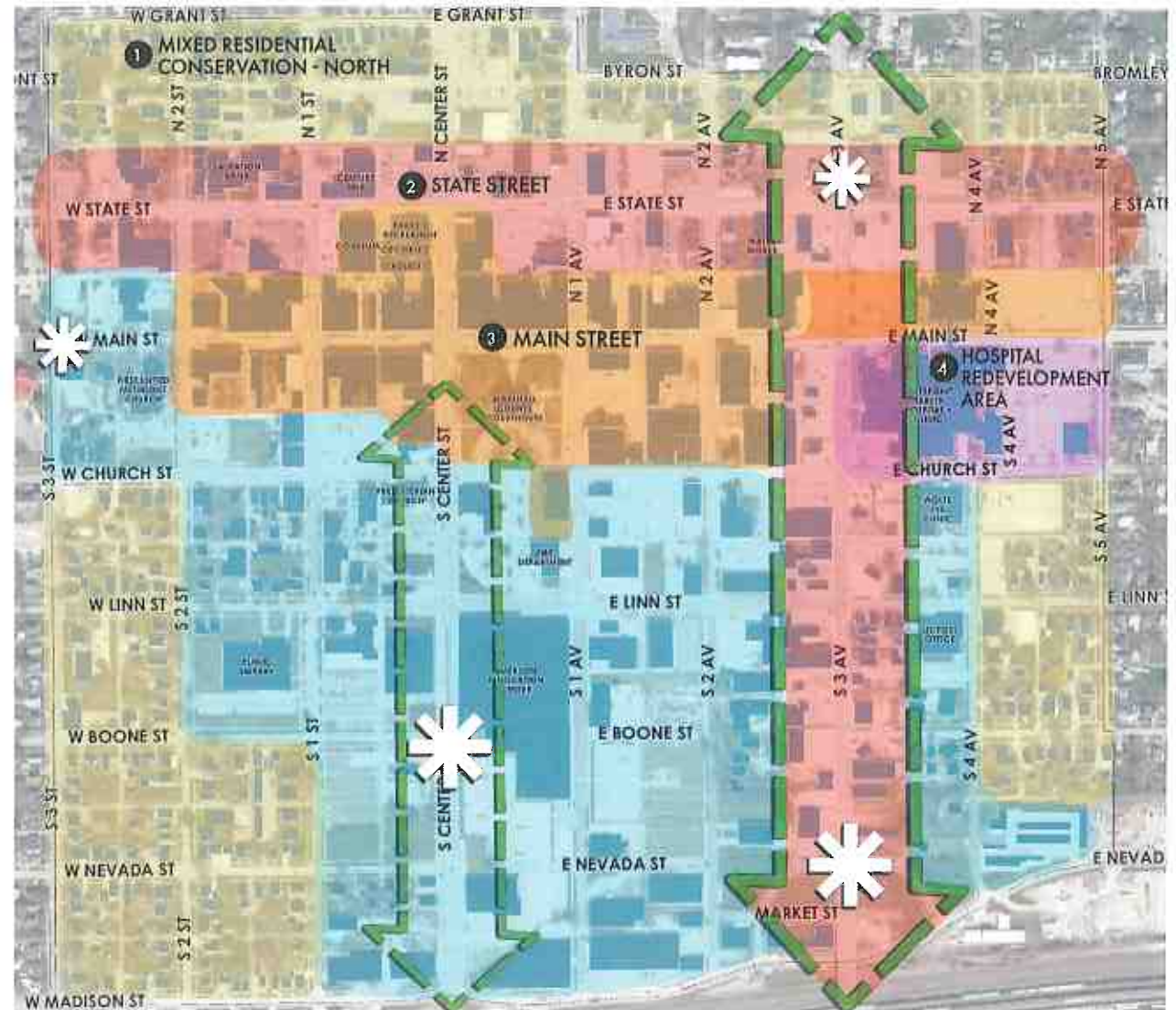
3 MAIN STREET HISTORIC DISTRICT

PRIMARY LEVEL DESIGN STANDARDS

- a. Infill
- b. Restoration/Renovation
- c. Commercial/Service
- d. Enhanced Streetscape + Public Realm
 - Street Trees
 - Lighting Additions/Enhancements
 - Bicycle parking
 - Alleyway Conversions/Enhancements
 - Public Art (Murals, Furnishings)
- e. New Urban Park at West End
- f. Parklet dining
- g. Residential

4 HOSPITAL REDEVELOPMENT AREA

- a. New Housing
 - Multi-story Apt./Condo
 - Pocket Neighborhood
- b. Downtown Park
- c. Conference Center/Hotel

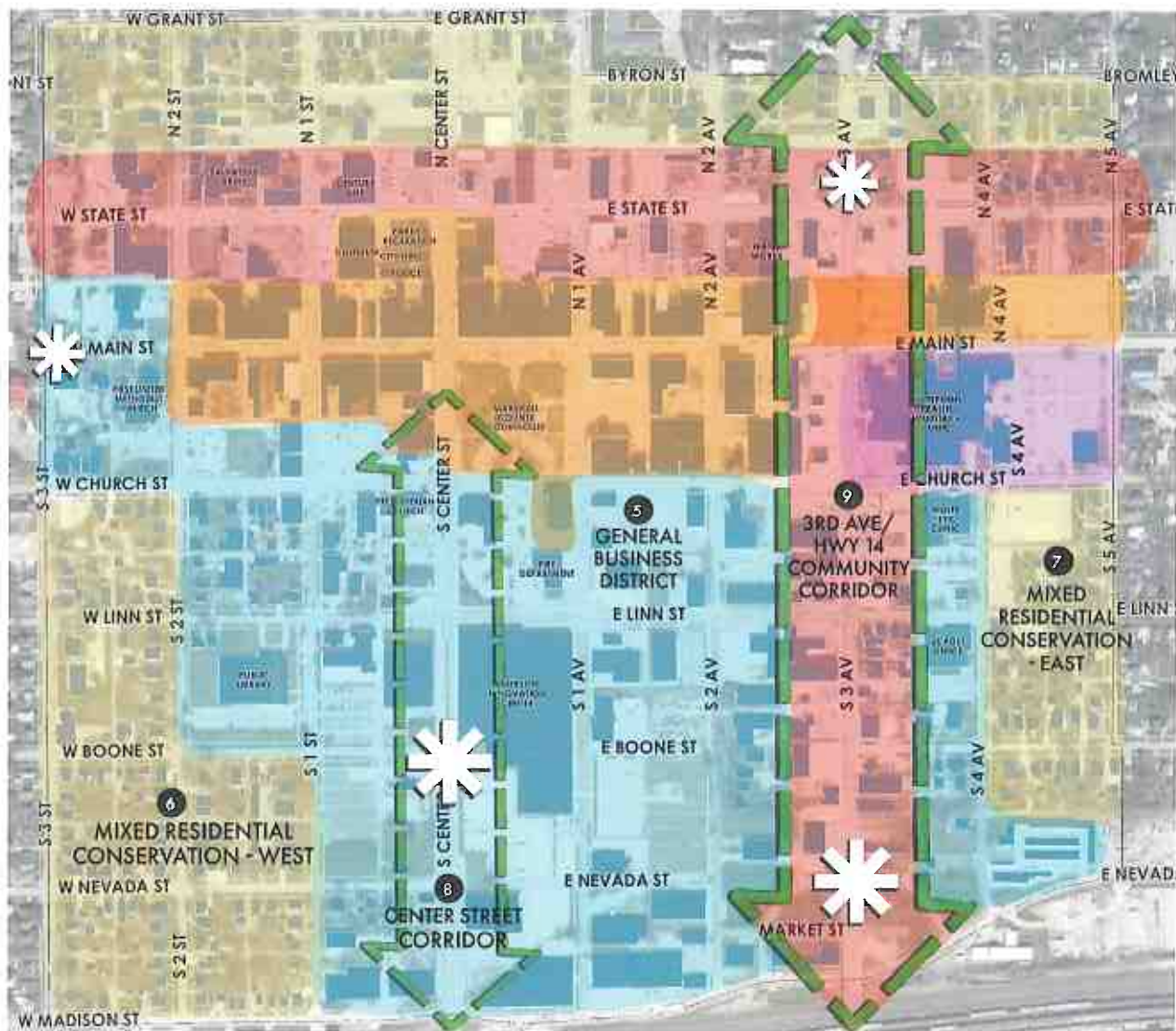


NOTE: Districts and areas illustrate consultants interpretations of existing conditions

 PRIMARY GATEWAY  SECONDARY GATEWAY

Figure 2.2 Redevelopment + Enhancement Framework Areas 5-9

May 31st, 2019



NOTE: Districts and areas illustrate consultants interpretations of existing conditions



PRIMARY GATEWAY



SECONDARY GATEWAY

5 GENERAL BUSINESS DISTRICT

SECONDARY LEVEL DESIGN STANDARDS

- a. Infill
- b. Adaptive Reuse
- c. Employment-oriented Uses
- d. Parking + Site Enhancements
- e. Wholesale Commercial
- f. Automotive Care
- g. Technology, Research + Development

6 MIXED RESIDENTIAL CONSERVATION - WEST

- a. Rehabilitation/Renovation
- b. Infill/Medium Density Redevelopment

7 MIXED RESIDENTIAL CONSERVATION - EAST

- a. Rehabilitation/Renovation
- b. Infill/Medium Density Redevelopment

8 CENTER STREET NORTH/SOUTH CORRIDOR INTO/OUT OF DOWNTOWN

SECONDARY LEVEL DESIGN STANDARDS

- a. Bridge Enhancements (atop + underneath)
- b. Street Trees
- c. Wayfinding

PRIMARY DOWNTOWN GATEWAY

- d. Unique / Artist-designed Feature, Sign, or Sculpture
- e. Lighting

9 3RD AVE/HWY 14 COMMUNITY CORRIDOR

SECONDARY LEVEL DESIGN STANDARDS

- a. Infill + Adaptive Reuse
- b. Implement Hwy 14 Master Plan Recommendations
- c. Implement Wayfinding Master Plan

PRIMARY DOWNTOWN GATEWAY

- d. Unique / Artist-designed Feature, Sign, or Sculpture
- e. Unique Lighting
- f. Unique Plantings

REVITALIZATION AND REDEVELOPMENT

Existing Buildings

Marshalltown Central Business District, Main Street Program and the City have been collaborating with downtown building and business owners in renovating existing downtown buildings for several decades. This work has become a priority due to the devastating impacts of the July 2018 tornado. The Existing Building Repairs, Renovations and Removals plan graphic (Figure 2.2) illustrates the extent of ongoing reinvestment activity at the time of this downtown planning effort. The extents of renovation and rebuilding range from awning and sign replacements to new roofs and windows to full multi-story reconstruction.

New Buildings

The secondary result of the July tornado has been the removal of severely damaged buildings. Renovation and Redevelopment Plans 1 and 2 identify opportunities and recommendations for introducing new buildings and uses to these locations. As the assessment of building damage continues, additional buildings may be removed making way for additional redevelopment.



Aerial view of downtown Marshalltown looking north-west

Figure 2.3 Existing Building Repairs, Renovations + Removals

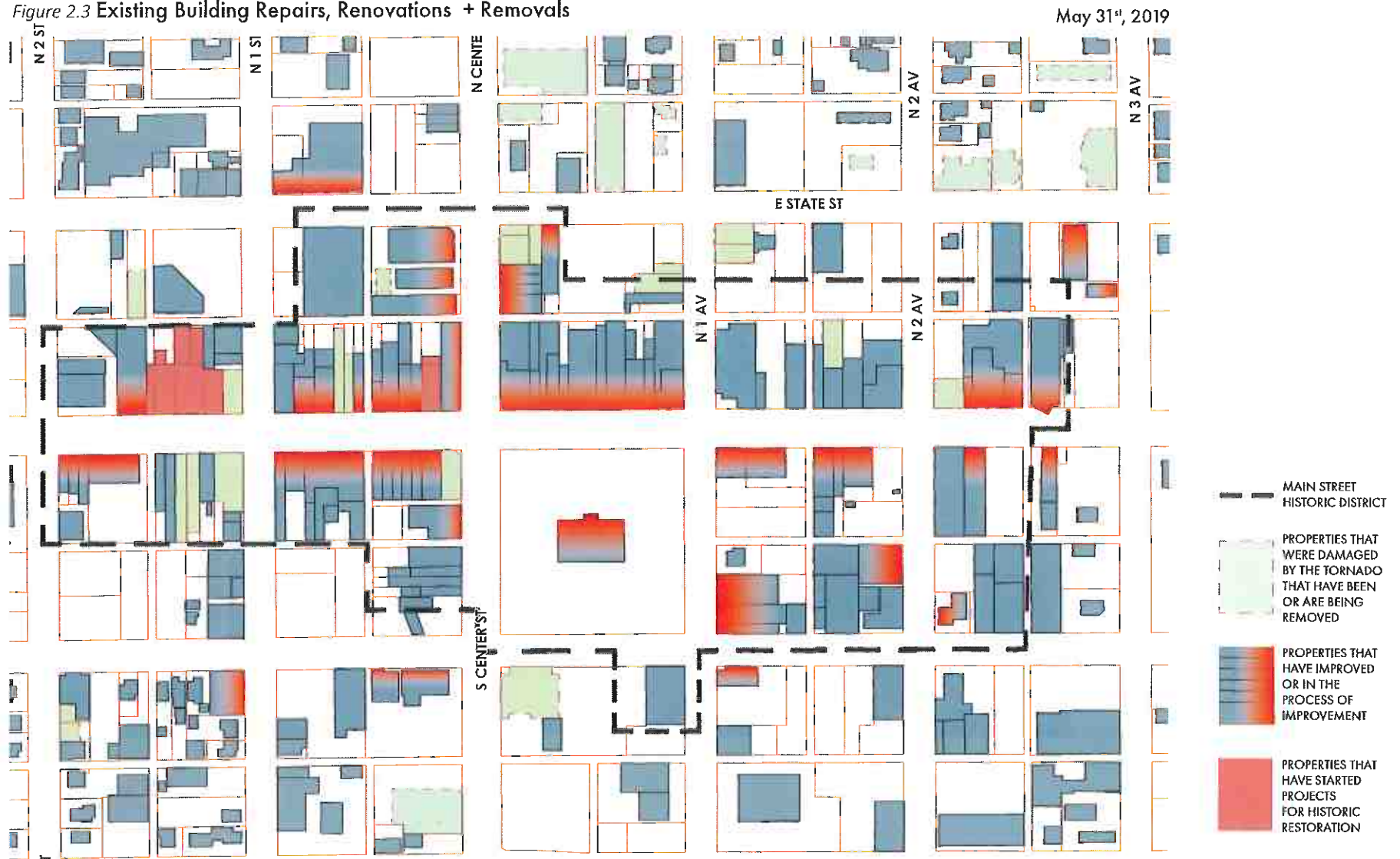


Figure 2.4 Renovation + Redevelopment Plan 1: Known Sites, State Street Corridor + Main Street Corridor

May 31st, 2019

- 1 **KNOWN REINVESTMENT SITES**
 - a. Racom building repairs
 - b. New Hispanic grocery location
 - c. McGregors Furniture repairs + Black Tire Bike
 - d. Colosseum building upgrades
 - e. Ocean City building restoration
 - f. New hardware location
- 2 **STATE STREET CORRIDOR**
 - a. Removed damaged office building
 - Potential 1 story commercial building
 - b. Removed damaged senior center
 - Potential 3-4 story residential building
 - Tax credit application approved
 - c. Multiple damaged buildings removed
 - Potential multi-use redevelopment opportunity
 - d. Removed damaged commercial building
 - Potential 2-3 story commercial or mixed use building
 - e. Removed damaged bank building
 - Potential 2-3 story mixed use building
- 3 **MAIN STREET HISTORIC CORRIDOR**
 - a. Removed damaged office building
 - Potential 1-2 story commercial building
 - b. Remove or Renovate damaged mix-use building
 - Potential 2-3 story commercial building
 - c. Removed damaged mix-use building
 - Potential 2-3 story mixed use building
 - d. Anticipated removal of damaged building
 - Potential 3-4 story mixed use building
 - e. Anticipated removal of two damaged buildings
 - Potential 3-4 story mixed use building
 - f. Remove or renovate damaged commercial building
 - Potential 3-4 story mixed use building
 - g. Removed damaged commercial building
 - Potential 3-4 story mixed use building
 - h. Heavily damaged with repair opportunities
 - Planned renovation with new 4 story residential building

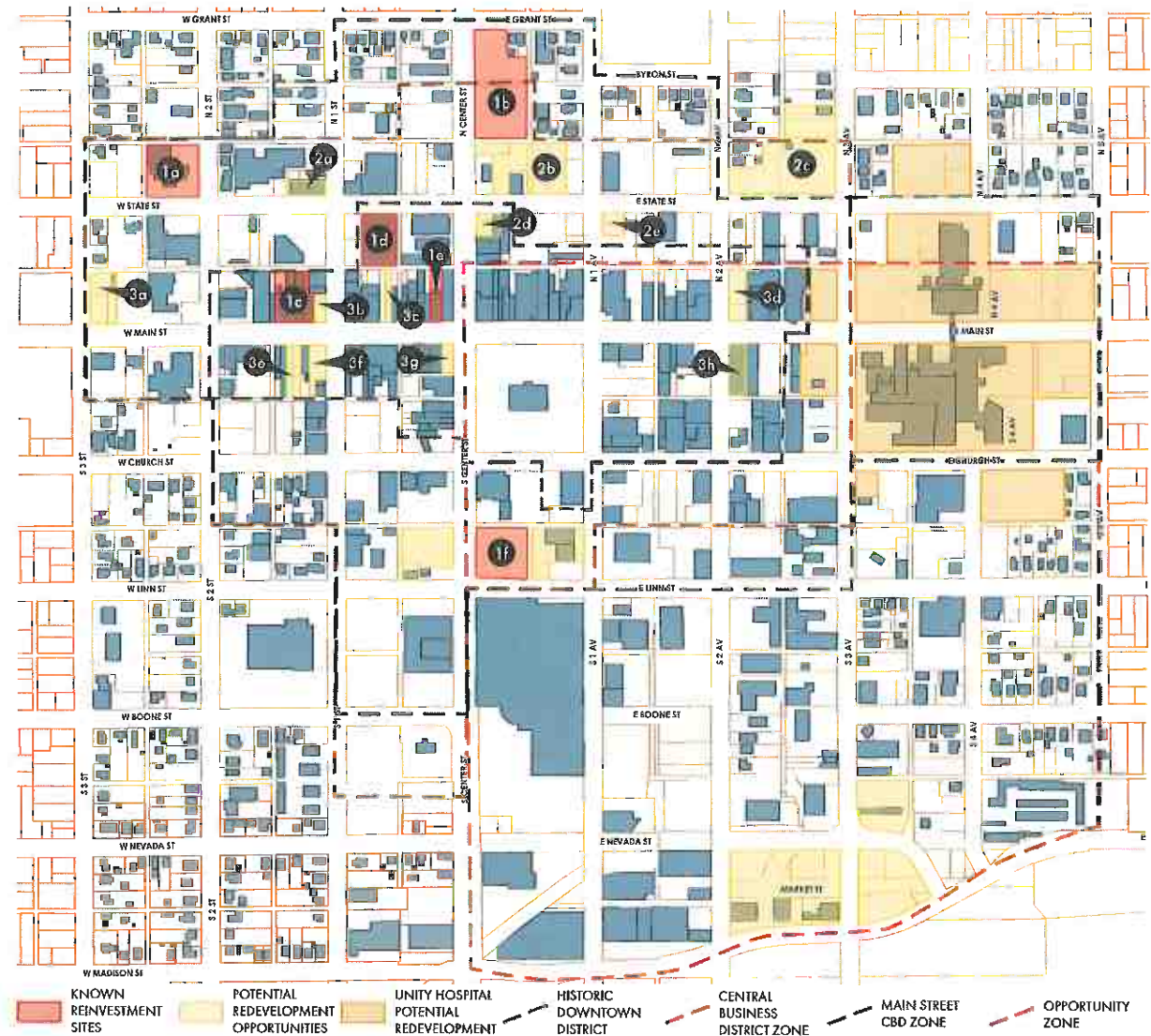
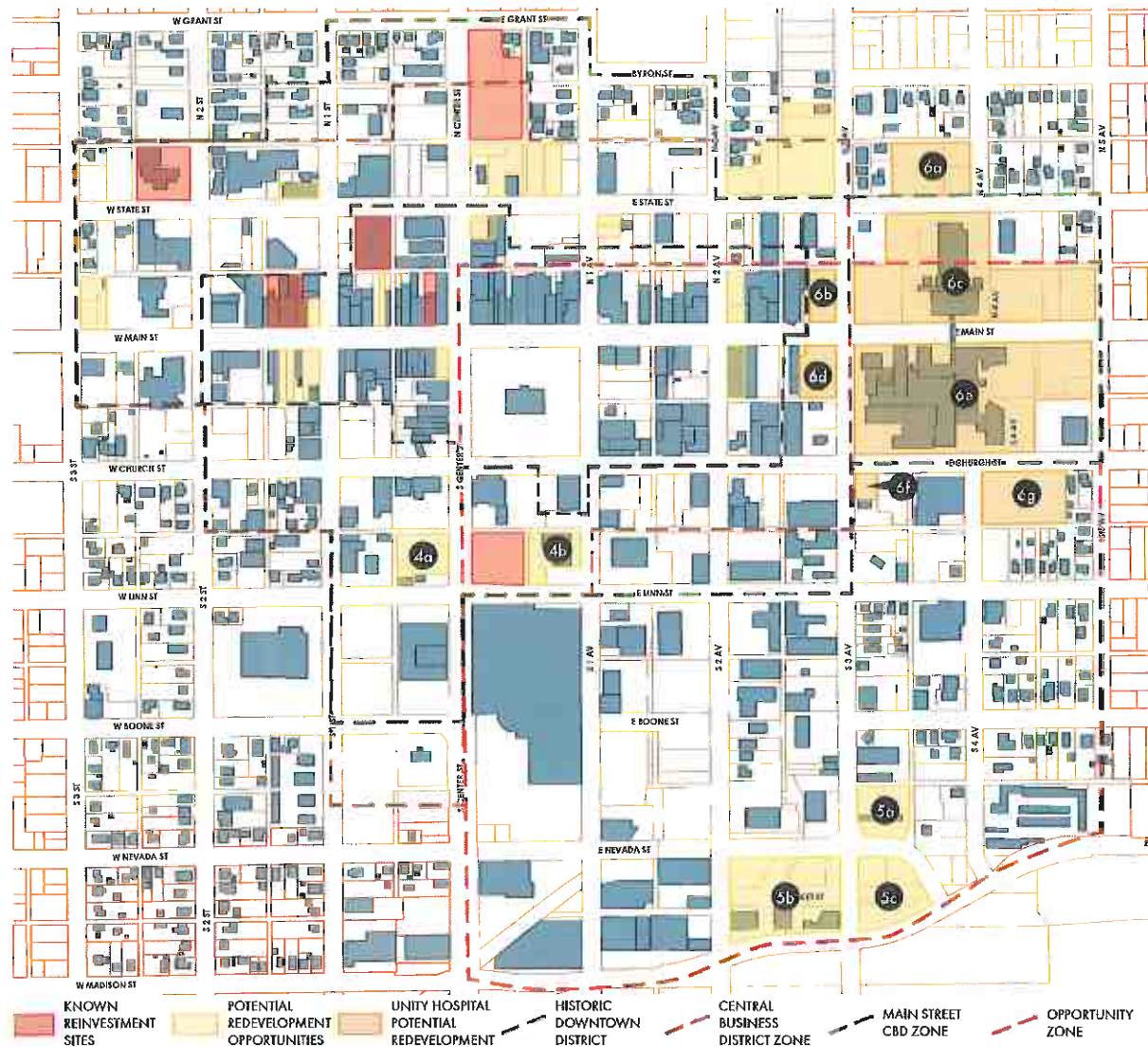


Figure 2.5 Renovation + Redevelopment Plan 2: Linn Street Corridor, 3rd Ave Gateway, and Unity Hospital Sites
May 31st, 2019



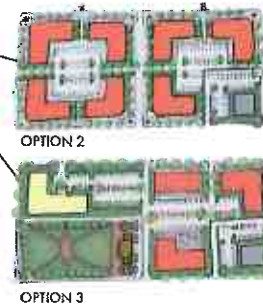
- 4 LINN STREET CORRIDOR
 - a. Removed damaged commercial building
 - Potential 2-3 story mixed use building
 - b. Redevelopment Opportunity at fire department building
 - Potential 2 story commercial building
- 5 3RD AVENUE GATEWAY
 - a. Underutilized vacant site
 - Potential 2-3 story commercial building
 - b. Re-alignment of ramps to bridge
 - Potential 3-4 story commercial/entertainment
 - Potential site for culinary incubator catalyst project
- 6 UNITY HOSPITAL SITES
 - a. Hospital owned parking lot
 - Potential location for pocket neighborhood catalyst project
 - b. Hospital owned parking lot
 - Potential Orpheum parking
 - c. Potential hospital relocation
 - Potential adaptive re-use/redevelopment
 - Lodging, Commercial, residential, or mixed use buildings
 - Potential site of festival park catalyst project
 - d. Hospital owned parking lot
 - Potential 2 story commercial
 - e. Potential hospital relocation
 - Potential adaptive re-use/redevelopment
 - Lodging, Commercial, residential, or mixed use buildings
 - Potential site of festival park catalyst project
 - f. Hospital owned parking lot
 - Potential Maid Rite acquisition and expansion
 - g. Hospital owned parking lot
 - Potential 2-3 Story residential building

Figure 2.6 Potential Redevelopment Concepts

May 31st, 2019

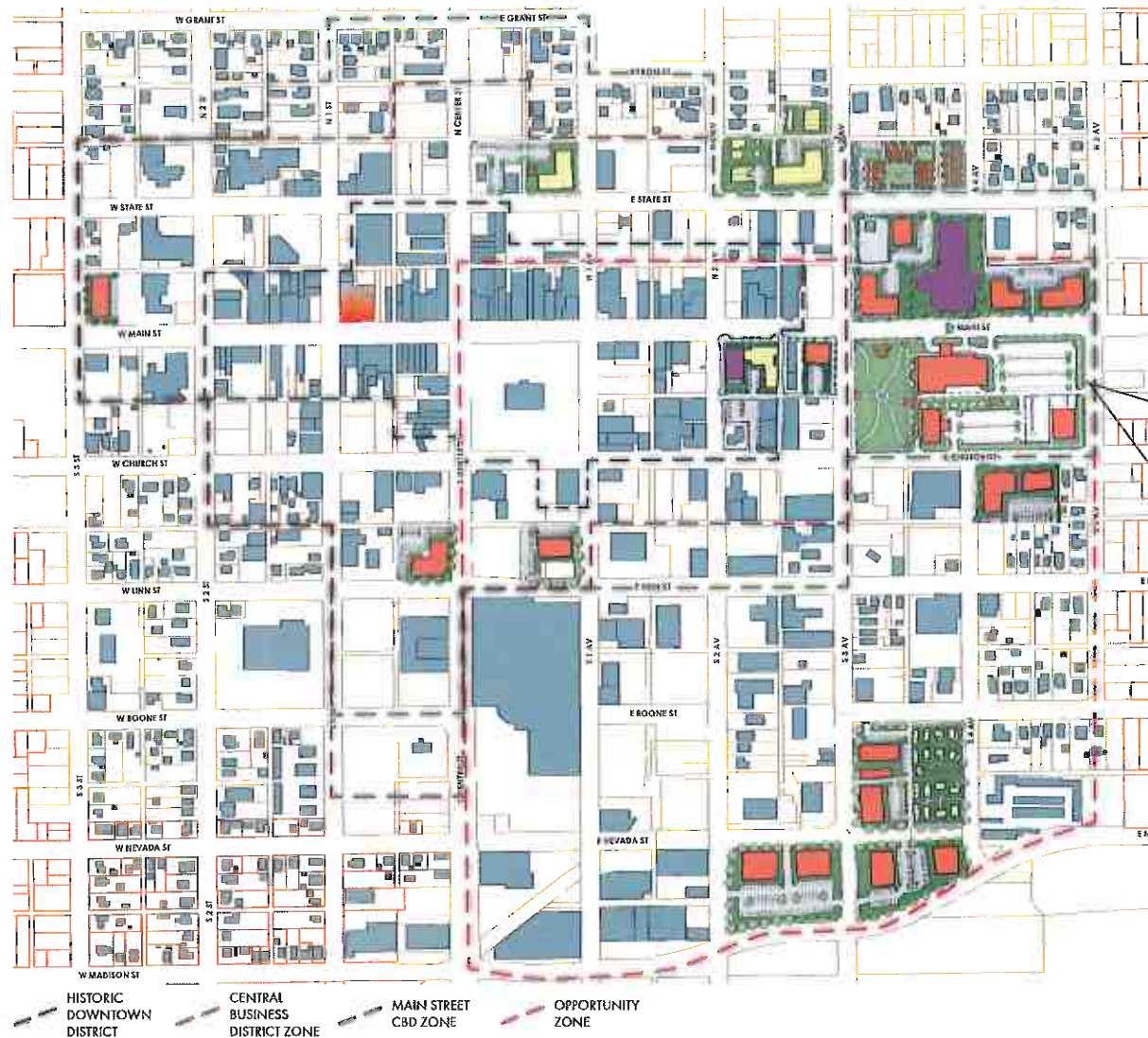
Unity Point Health

As Unity Point Health continues to reposition its medical services in Marshalltown, it's possible the facility at S 3rd Avenue and E Main Street in downtown may eventually close. The age and unique nature of the existing medical facilities are likely to limit or even prevent their reuse so the redevelopment scenarios explored with this Downtown Master Plan assume the entire site will be cleared.



Redevelopment options explored for the site range from a new conference center, hotel and festival park to mixed use and multi-family residential.

An option for better understanding the site's redevelopment potential would be to establish a set of goals for the site, describe its characteristics and package these into a solicitation for redevelopment concepts from regional and or national development companies. This could help define a more realistic, achievable program which could then be the subject of a formal Request For Redevelopment.



The Potential Redevelopment Concepts plan graphic (Figure 2.5) illustrates conceptual site development options for vacant and underutilized sites within the downtown. This plan along with the accompanying Renovation and Redevelopment plan graphics were prepared with a combination of real estate market research and input from scores of downtown stakeholders during the multi-day planning charrette. While the concepts illustrated on these plans represent desired programmatic and site development outcomes, alternative program and design arrangements may be similarly valid and acceptable including options for new parks, gardens and plazas.

Given the extent of vacant and underutilized land and Marshalltown's modest rate of community growth, the most realistic redevelopment scenario will likely include a mix of renovated and new buildings together with a variety of new temporary and permanent public gathering and green spaces.

Real estate market profiles identifying development potential are included in Appendix 2.



3-D views of commercial / residential mix use redevelopment concepts for filling in vacant building sites (as of May 31st, 2019) in the downtown core



Perspective sketch of new mixed use buildings, bike lanes and streetscape at Center Street and Linn Street.

DESIGN STANDARDS

The topic of design standards and guidelines is one that community residents and stakeholders thought was key to advancing success in the downtown, and is an element the SEH Team also believes is central to a more vital and appealing downtown. As discussed in interviews with stakeholders, and presentations to the community at large during the charrette, design standards are a means of achieving quality control over new development and building renovations. Evidence of broad-based support for establishing development standards and design is found in:

- 80% of respondents to the online survey conducted at the beginning of the planning process indicated that the “historic buildings” were the primary reason why they go to the downtown. Preserving and restoring the historic qualities of downtown buildings is one of the key reasons to establish standards and/or guidelines to regulate building design.
- Every person interviewed during the planning process indicated that establishing design standards was very important to the future success of the downtown.
- Feedback from attendees at various charrette events was overwhelmingly supportive of the idea of establishing development/design standards.



The establishment of downtown design standards has such a wide degree of support within Marshalltown for good reason, such standards will enhance the value of historic downtown buildings, which are its most important asset. Strengthening and preserving the historical character of the downtown will enhance its visual quality and charm, which will result in attracting more visitors and more business activity. It is widely accepted that investments made in enhancing

historic places represents a sound business decision. Many studies have been done to document this finding. An easy to read summary of such findings can be found in the publication: *Measuring the Economics of Preservation: Recent Findings*, which was prepared for the Advisory Council on Historic Preservation by PlaceEconomics, June, 2011.

Enhancing the historic assets of downtown Marshalltown will take time and money, and a strong, broad-based consensus within the community is needed to sustain it. It is understood that not all property owners or civic leaders may support a policy of establishing design standards. For example, some of the owners of buildings in the downtown are not supportive of building renovations to restore the historic character of the buildings, especially when such renovations result in added costs. Also, some elected and appointed officials may feel that the City should not impose specific standards on the owners of downtown property because those owners should be free to improve their properties as they see fit. While a significant majority of residents and stakeholders support the establishment of design standards, it is important to acknowledge and understand contrary opinions as a means of forging the broadest and strongest consensus on this topic.

The development of detailed, site specific **design standards begins with the preparation of interim standards as a part of the completion and adoption of this Downtown Master Plan.**

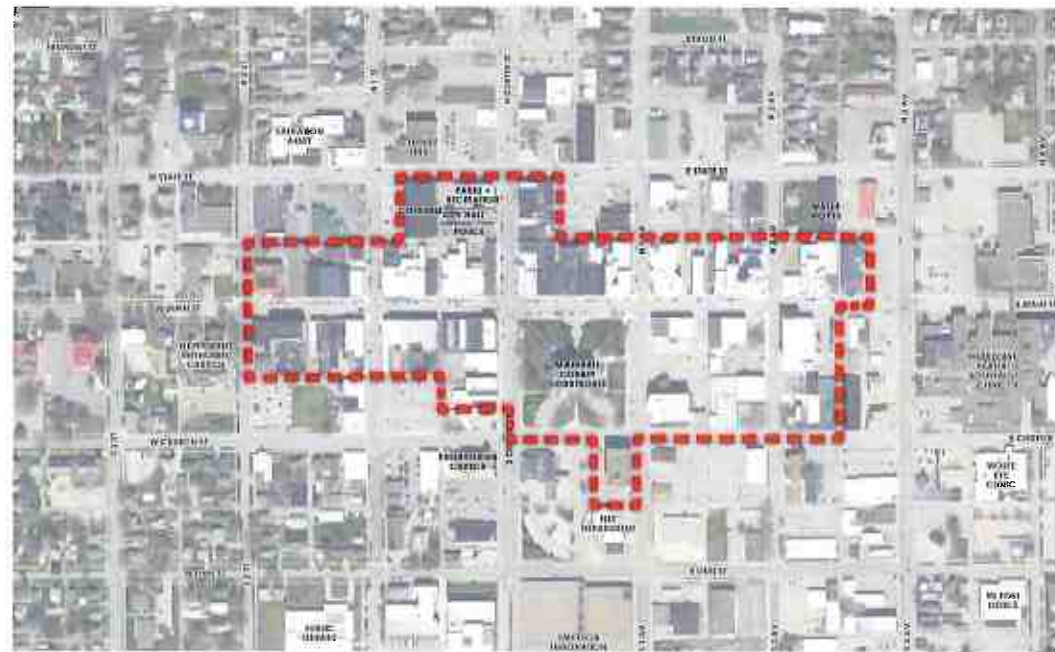
These interim standards are intended to provide guidance on the primary design aspects of renovation and new construction. Given the critical need for additional dialogue and outreach with property and business owners, City leadership and staff, especially on the administration and mandatory design standards, **it is recommended that draft and final illustrated standards should be completed and adopted shortly (within 4-6 months) following the adoption of this Downtown Master Plan.**

Historic District Interim Standards

The Marshalltown Downtown Historic District comprises the core blocks of the central business district extending for four and a half blocks along East Main Street and West Main Street, partial block sections of State and Church Street which parallel Main, and short sections of intersecting streets north and south Center Street, 1st Avenue, 2nd Avenue, and 1st Street (see map). The focal point of the district is the Marshall County Courthouse and Courthouse Square which is also a National Register Historic Property. At the time the district was entered in the National Register in 2002 it included 96 properties of which 80 were determined as contributing to the district's historic significance and character. Specific characteristics of the district and its contributing properties is documented in the National Register of Historic Places Registration Form certified on January, 17, 2002. Several of these properties have been demolished due to severe damage caused by the tornado that struck the City in 2018.

The purpose of design standards for the Marshalltown Downtown Historic District is to define standard treatments for the exterior renovation, restoration and maintenance of historic buildings within the geographic extents of the district. The intent of the standards is to restore, repair and retain the original exterior building facades while incorporating updated building practices such as thermal pane

windows, electrical circuitry, fire suppression and heating plants. The goal of the standards is to achieve an overall district appearance that exhibits the inherent, authentic qualities of its numerous historic properties while allowing for the insertion of new buildings that are sensitively designed to blend or harmonize with the district's visual character.



The Marshalltown Downtown Historic District

The Historic District Standards require:

- Review and approval by Zoning Administrator of construction plans and building material samples
- Application of the standards when more than ten percent (10%) of a building's front or street facing side exterior is the subject of construction activities / modifications
- Application of the standards on all new buildings
- Use of authentic building materials found throughout the District such as traditional brick (2-1/2" x 3-3/4" x 8"), cut / finished stone, painted steel, painted wood and transparent glass
- Restoration of original building doorway and window opening patterns and sizes
- A minimum ground level transparency of 30% for new buildings
- Use of flat roofs, restoration of original building cornice and parapet detailing
- Screening of rooftop mechanical equipment using materials matching or highly compatible with the building's exterior
- Exterior renovations and restorations to remove previously applied, non-original materials, awnings and signs
- New multi-story buildings to clearly exhibit a base, middle and top
- New buildings be sited at the edge of existing sidewalk with no front setback with the exception of a minimum recess (3 foot max.) for the primary entry
- New building-associated surface parking lots to be located to the rear and or non-street facing side of the building
- Screening of street fronting private surface parking lots with a combination of decorative metal fencing and plantings at a minimum height of three feet (3') feet and maximum height of three foot six inches 3'-6")



Stone and brick, as on the Marshalltown Police Building, is an example of authentic materials.



New metal-clad main-street-style commercial storefront display windows are allowed.

The Historic District Standards allow:

- Replacement of original single pane windows with thermal pane windows
- Replacement of wood frame doors and windows with steel or aluminum frame products
- Replacement of exterior decorative steel or wood moldings with High-Density Polyurethane, PVC, Glass Fiber Reinforced Polymer (GFRP – commonly known as fiberglass), and Glass Fiber Reinforced Gypsum (GFRG).
- Decorative doorway and window awnings in fabric or metal with a maximum overhang of four (4) feet
- Externally illuminated projecting signs not exceeding five (5) square feet
- Externally illuminated wall signs within a traditional horizontal running upper sign band not exceeding twenty (20) square feet
- Internally illuminated indoor window signs not exceeding five (5) square feet
- Restoration of original, historic painted wall signs

- Installation of new painted murals of an artistic, non-advertising nature

The Historic District Standards prohibit:

- Infilling or covering over original window and door openings
- Mirrored, opaque or heavily tinted (greater than 20%) glass
- Substitution of nontraditional window types and style such as transom or awning windows substituted for double hung or fixed plate glass display windows
- Inauthentic, inappropriate building materials such as lap or panel siding in asphalt shingle, wood, cement composite or vinyl, EFIS as a primary material, brushed and polished metals (steel, aluminum) concrete block masonry units, etc.
- Significant changes (more than 5%) in doorway and window opening shapes and sizes
- Combining of adjacent building facades into a single, new façade
- Filling/obscuring more than 25% of display windows with signs, temporary and/or permanent.



Infilling or covering over original window and door openings is prohibited in the Historic District.

- Gable, shed, gambrel and mansard pitched roofs
- Separate, detached storage sheds or garages
- Signs or individual letter or words attached to the tops of awnings
- Roof or cornice signs
- Free standing pole or monument signs
- Flood or spot lighting of entire exterior façade(s)

Main Street CBD (Central Business District) Interim Standards

This district comprises half-blocks along the north side of State Street between South 3rd Street and S 3rd Avenue, partial blocks along Church St between S 2nd Street, and several blocks south of Church Street to W Boone Street between S 1st Street and S Center Street and a partial block south of Church Street between S Center Street and S 1st Avenue (see map). The area hosts a variety of single and multi-story buildings of primarily commercial use ranging in age, size and design as well as numerous surface parking lots and vacant sites. There are a small number of older detached residential buildings in the district which are exempt from the design standards.

The purpose of these standards is to define acceptable treatments for the **exterior renovation of existing buildings and the design of new buildings** within the Central Business District. The goal of these standards is to reinforce the downtown as a pedestrian environment, and as a place of quality development where new and renovated buildings are compatible with the visual character of the Marshalltown's historic Main Street.

The Central Business District Standards require:

- Review and approval by Zoning Administrator of construction plans and building material samples
- Application of the standards when more than twenty five percent (25%) of a building's front or side street facing exterior is the subject of construction activities / modifications
- Application of the standards to all new buildings



The Marshalltown Central Business District

- Use of the same exterior design and materials on all exposed (visible) building faces
- Primary entrance to face the primary street
- Minimum ground level transparency of 20% for new and renovated buildings
- At least 50% (1/2) of the front façade of new mid-block buildings shall be built up to the sidewalk with no front setback with the remainder set back no greater than four (4) feet provided the set-back space is used for plantings and or outdoor seating
- Screening of rooftop mechanical equipment using materials matching or highly compatible with the building's exterior
- New buildings located on corner lots to meet 50% build-to requirements on both street facing facades and their placement shall be subject to review and adjustment for adequate site distance by the City Engineer
- New building-associated surface parking lots to be located to the rear and or non-street fronting side of the building

The Central Business District Standards allow:

- Replacement of original single pane windows with thermal pane windows
- Replacement of wood frame doors and windows with steel or aluminum frame products
- Replacement of exterior decorative steel or wood moldings with High-Density Polyurethane, PVC, Glass Fiber Reinforced Polymer (GFRP – commonly known as fiberglass), and Glass Fiber Reinforced Gypsum (GFRG)
- Use of a range of durable building materials including various shapes and sizes of brick (standard, jumbo, etc.) stone, stucco, EFIS, decorative /textured concrete masonry units, decorative metal panels, painted wood and painted or weathered steel
- Gable, hip, shed and mansard pitched roofs with minimum slopes of 6:12
- Decorative doorway and window awnings in fabric or metal with printed signage and maximum overhang of four (4) feet



Jumbo, oversized brick and decorative concrete block are only allowed in the Central Business District.



General CBD design standard-allowed material-metal panel



Awnings with printed sign graphics are allowed in both districts.

- Externally or internally illuminated projecting signs not exceeding five (5) square feet
- Externally or internally illuminated wall signs within a traditional horizontal running upper sign band not exceeding thirty (30) square feet
- Internally illuminated indoor window signs not exceeding eight (8) square feet
- Restoration of original, historic painted wall signs
- Installation of new painted murals of an artistic, non-advertising nature

The Central Business District Standards prohibit:

- Placement of off-street parking facilities within the front yard / build to area
- Mirrored, opaque or heavily tinted (greater than 20%) glass
- Lap siding in wood, cement composite and vinyl
- Highly reflective polished metals (steel, aluminum)

- Signage, temporary or permanent, covering more than 25% of a buildings front window(s).
- Plain, untextured concrete masonry units
- Asphalt shingle siding
- Gambrel (barn style) pitched roofs
- Utilitarian metal building systems such as Morton or Butler buildings
- Separate, detached storage sheds or garages
- Flood or spot lighting of entire exterior façade(s)
- Free standing pole or monument signs



Lap siding is prohibited in both districts.



Signs covering more than 25% of front display windows is prohibited in both districts.



Reflective glass is prohibited in both districts.

MOVEMENT, CONNECTIVITY AND PARKING

The Downtown Plan seeks to address the needs of pedestrians, bicycle riders, transit patrons and motorists in and around Downtown Marshalltown. The plan is inspired by the vision of a more connected downtown that especially welcomes people walking and biking - of all ages and abilities - who are shoppers, workers and residents and contribute to the district's vitality. An Active Transportation / Active Living approach is an important component of this plan. This approach looks to expand opportunities to walk / bike / take transit as part of normal, everyday activities and to use policies, systems and environmental changes to increase opportunities for people to make physical activity a part of daily life. Fundamental to this approach is the fact that regardless of the mode of travel (car, bus, bike, etc.) we begin and end every trip as a pedestrian.

Recommendations for enhancing Marshalltown's movement, connectivity and parking systems address:

- Church and Linn Street directional conversion
- Active Transportation (walking and biking)
- HWY 14 / South 3rd Ave enhancements
- Quiet Zone / Railroad Safety Improvements
- Parking resource management
- Main Street angled parking pilot/ experiment

Church and Linn Streets

One of the more significant stakeholder concerns for moving people and goods within and through downtown Marshalltown centers on the one-way directional traffic of Church and Linn Streets. Some of the frustration attributed to this condition can be traced to the 2006 City Center Plan's recommendation for conversion of these streets to two-way operation. Thirteen years later the circumstances and details (traffic counts, speeds, turning movements,

rights-of-way, etc.) remain relatively unchanged and this plan supports the recommendation for converting Church and Linn Streets to two-way travel.

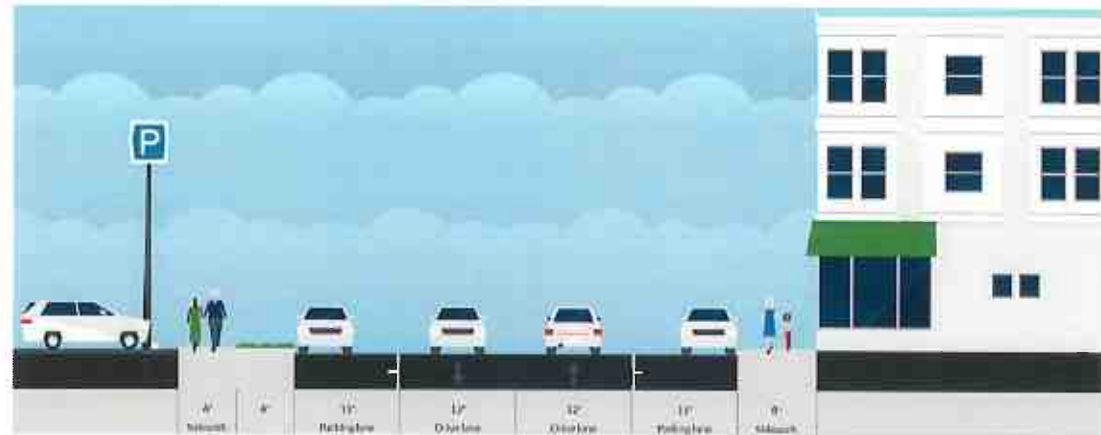
This current master planning effort analyzed existing conditions for the westbound Church Street and east bound Linn Street corridors across the city (beyond downtown) to ensure the practicality and workability of 2-way operations. Primary issues regarding these streets center on perception of pedestrian and bicyclist safety and comfort and visibility and accessibility of corridor businesses:

- Speeding: lack of opposing traffic encourages / supports faster travel speeds
- Turning movements: free left and right turns hinder pedestrians and cyclists wanting to cross the street
- Directionality: single direction streets limit the number of users (in volume and by time of day) readily available to patronize street fronting businesses

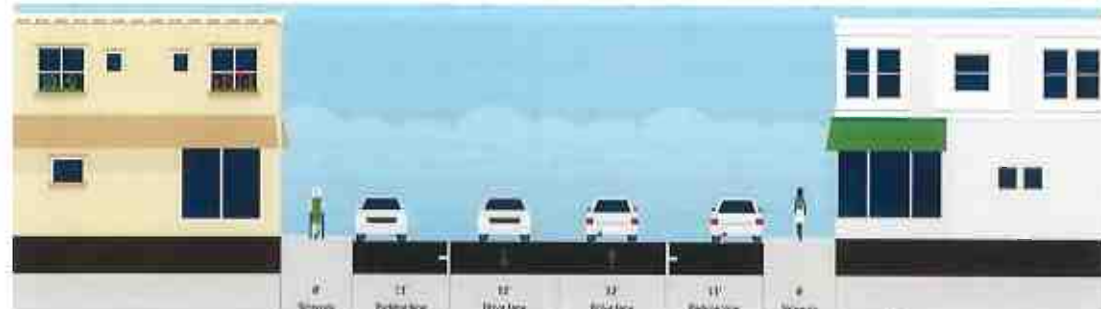
Proceeding with the conversion of Church and Linn one-way streets to two-way streets is recommended with the following caveats:

- Conduct a traffic engineering study to assess the impact on traffic and turning movements in downtown and to determine necessary modifications to traffic control, signing, striping, etc.
- Maintain existing parking and accommodate turn lanes where needed
- Use a “yield-street” configuration in the narrowest portions of Linn Street and Church Street outside of the downtown district

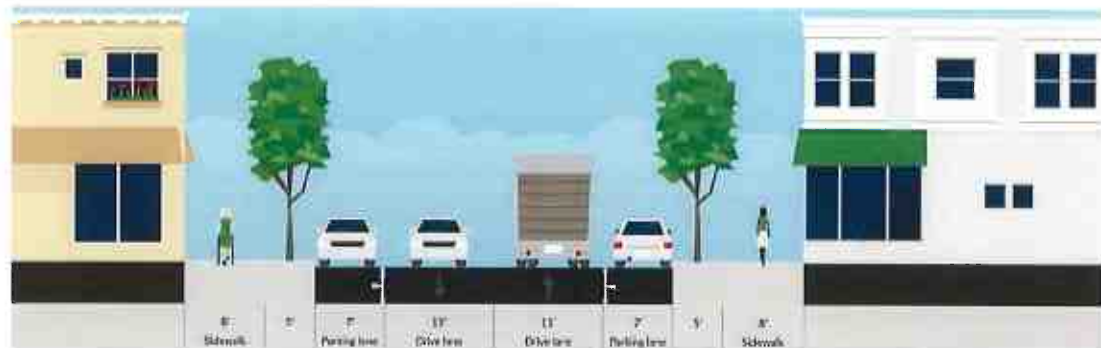
(More detailed information regarding the analysis is provided in Appendix 2)



Linn Street: Two-way Conversion Concept



Church Street Downtown: Two-way conversion within existing curb lines



Church Street: Two-way conversion with widened sidewalks- future reconstruction

Active Transportation

Health starts in the communities where we live, work, and play. The way communities are planned and designed plays a significant role in the physical, emotional, and financial well-being of community members. Active transportation policies and initiatives help make walking or biking a useful, easy, fun and normal part of everyday life for a community's residents. Active transportation is important community wide as well for the downtown because it can:

- Improve physical and mental health;
- Make walking and biking safer and therefore a more realistic choice;
- Reduce traffic congestion, improve air quality, making neighborhoods like downtown more livable;
- Reduce demand for parking;
- Reduce transportation costs for workers and residents;
- Decrease the risk and severity of chronic disease and medical costs.



Providing separated bike facilities increases safety and use by riders of all abilities.



Providing a safe, attractive, useful, and interesting walking environments is key to strengthening downtown viability.

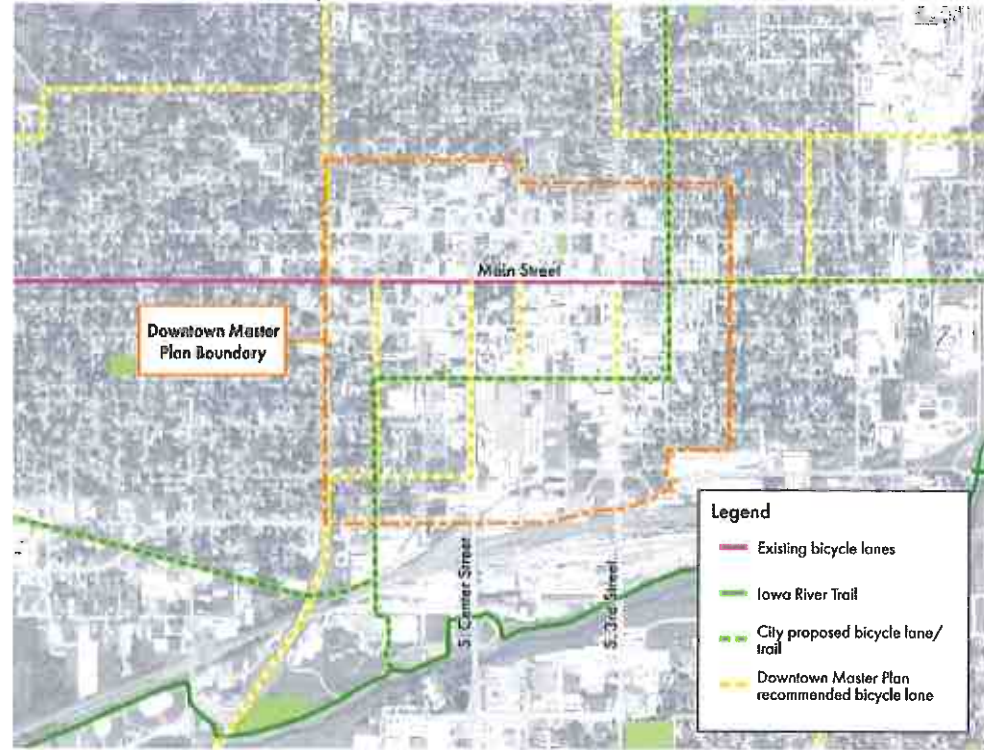
While the downtown street and sidewalk system is extensive and interconnected it lacks consistency in facilities and amenities such as up to date ADA curb ramps, street trees, bike parking and wayfinding. Improving downtown walkability is key to downtown's long-term success.

Currently biking is supported in downtown by striped bike lanes on Main Street although on any given day, people can be seen biking throughout the downtown. Similar to walkability, making it safer and easier to move in and through downtown by bicycle improves downtown's accessibility for people of all ages and abilities and broadens its appeal.

Recommendations for improving the active transportation aspects of walking and biking include:

- Implement recommendations of the currently-underway Americans with Disabilities Act compliance study in order to comply with current regulations.
- Include visual and audio count down timers as a part of future upgrades to downtown traffic signals.

Figure 2.7 Planned and Proposed Bike Facilities



- Eliminate free “right on red” at all signalized downtown intersections.
- Prepare a Bicycle / Pedestrian Master plan for the city.
- Develop a broader network of on-street bicycle facilities.

Amenity enhancement-related recommendations for improving aspects of downtown walkability are addressed in Section 2d. Gathering, Streetscape and Greening.

HWY 14 / South 3rd Ave

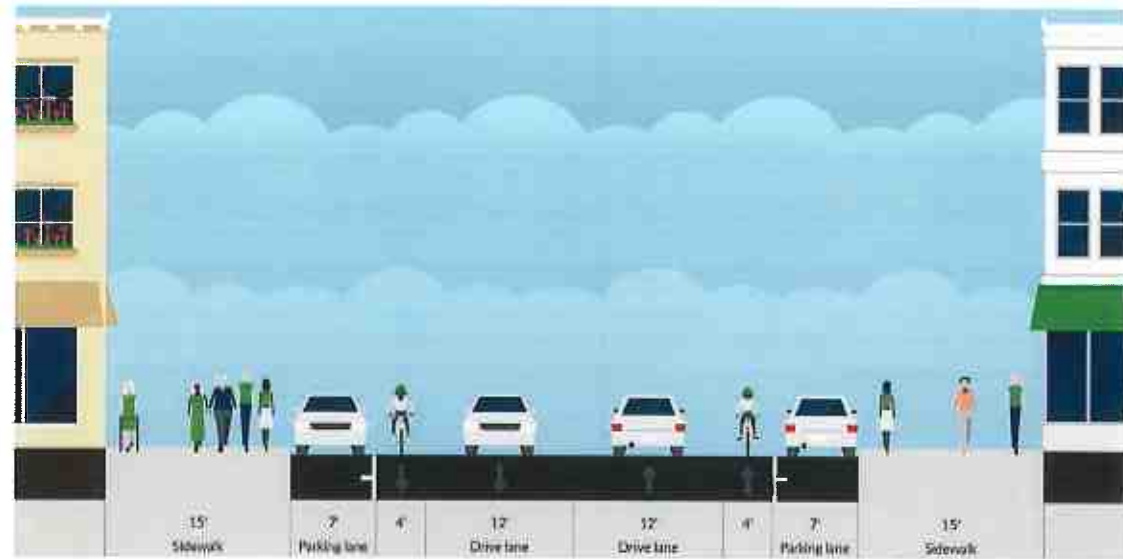
The recent HWY 14 Corridor Study was reviewed and its recommendations for conversion to a three lane cross section with streetscape enhancements within the downtown Marshalltown segment are endorsed by this Downtown Master Plan.

Quiet Zone

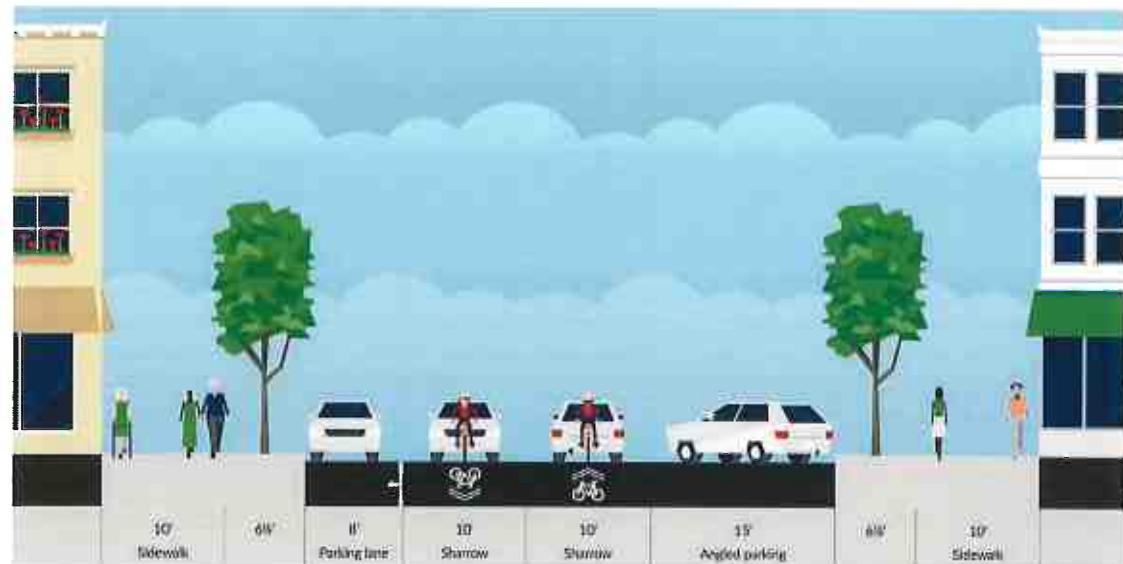
Railroad noise continues to have a negative impact on downtown quality of life and has also been cited as an issue for the future development of new downtown housing and lodging. This Downtown Master Plan recommends the previously designed rail crossing safety improvements from South 12th Street to South 12th Avenue be implemented.

Downtown Parking

Parking in downtown Marshalltown as in all downtowns has been and will remain a matter of interest and concern. The two most prevalent concerns, dislike of parallel parking and the geographic mismatch between the location of parking needs and the location of available parking supply, hasn't changed much since the 2006 City Center Plan was adopted. There are also issues related to wayfinding and aesthetics of parking facilities. These are addressed in the Gathering, Streetscape and Greening section of this plan.



Main Street: Existing conditions



Main Street: Angled Parking Concept

A considerable amount of downtown land (over 50%) is already used for parking and this plan doesn't recommend increasing this land use practice. With Main Street generating the most significant need for parking and parallel parking being the most commonly disliked arrangement, efforts were invested in examining alternative options for the layout of on street parking.

Converting one side of Main Street to 60 degree angled parking could increase parking supply by approximately 98 spaces from 148 to 246. Ramifications associated with introducing angled parking could include:

- Slowing of travel speeds
- Perceived decrease in safety
- Visual obstruction and difficulty in backing out due to size of adjacent vehicles (trucks, large SUV's)

While some of this would decrease over time with familiarity and use,

stakeholder opinion to this option expressed during the multi-day design charrette was mixed. **This plan recommends staging a demonstration/pilot project over several months where a block at either end of Main Street is temporarily striped, delineated (using plastic delineators) and signed for angled parking, and data, including public opinion, is collected.**

Additional recommendations for parking improvements include:

- Continue employing green infrastructure parking lot and landscape design practices similar to the improvements the City is implementing at Church and 1st St. lot.
- Encourage incorporation of underground parking with new downtown buildings, especially those that include residential uses.
- Explore the development of a downtown parking building either

as a deck above a surface lot or as an integrated mixed use facility perhaps through a public-private partnership.

- Require bike parking facilities be included in all new downtown development projects.
- Consider simplifying the types of on-street parking restrictions to a simple 2-hour parking between 8am -5pm, M-F no overnight parking.
- Explore the establishment of a downtown parking management organization to operate and maintain all off-street parking lots as a single resource.

GATHERING, GREENING + STREETScape

Throughout the planning process, participants have expressed a strong desire for greening in the downtown, including the addition of more green, park-like spaces, street trees, decorative plantings, and streetscape enhancements.

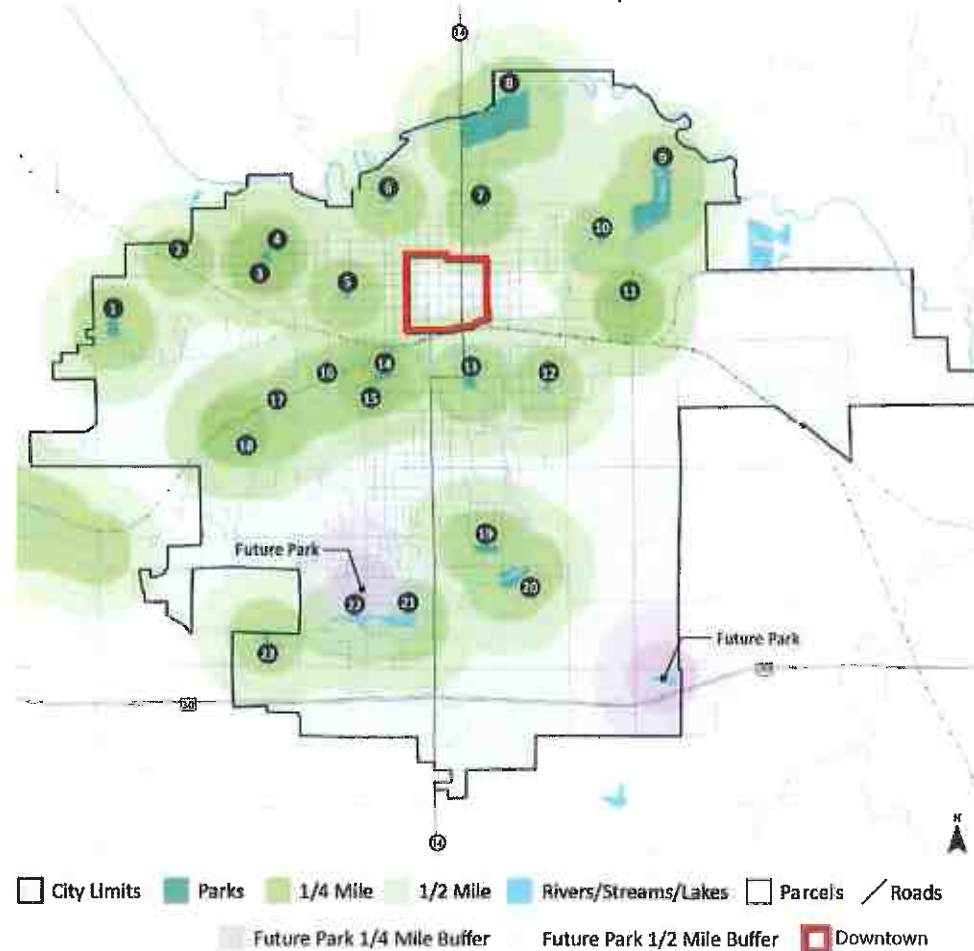
When we think of downtown as a neighborhood in addition to a business district, the need for green spaces for socializing and experiencing nature becomes more evident and important.

Evaluation of the current distribution of parks in Marshalltown (see image at left) shows downtown as a gap in distribution of park facilities. To address this gap, a system of gathering places, green spaces, and public realm improvements is proposed. These new facilities and features are planned to strategically leverage vacant parcels and public right-of-ways to make downtown more livable, walkable, and inviting.

Parks

As vital components for increasing livability and economic vitality, parks and greening initiatives are proposed throughout downtown. See Figure 2.9.

Figure 2.8 Marshalltown Parks and Service Areas Map



Source: Marshalltown Parks & Rec 2018-2028 Strategic Master Plan

Figure 2.9 Gathering, Greening + Streetscape Framework

May 31st, 2019

The Gathering, Greening + Streetscape Framework Plan illustrates downtown sites with the greatest potential for supporting investment in gathering, greening and streetscape. These sites include locations with:

- Vacant land
- Underutilized land
- High potential for change
- High potential for improving visual character, providing shade and reducing rainwater runoff

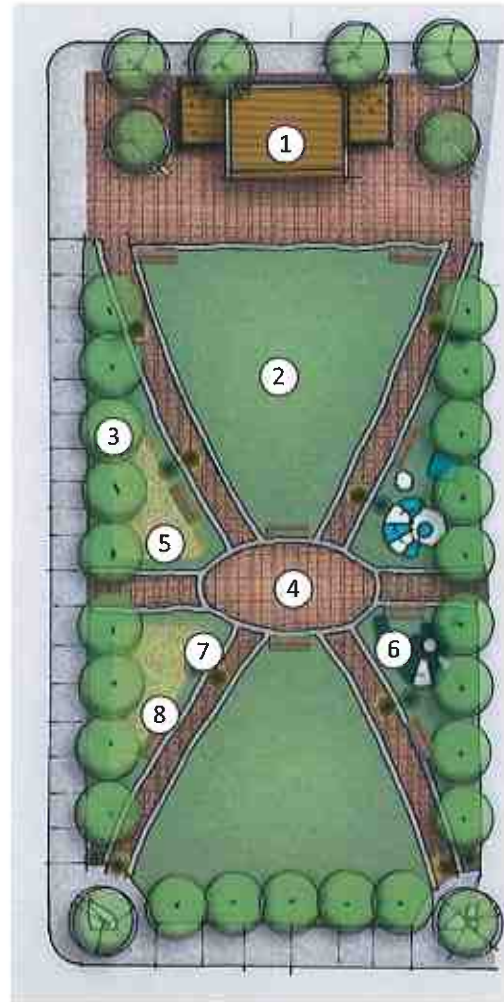
-  PARKING LOT LANDSCAPE BUFFER
-  STREETScape/LANDSCAPE ENHANCEMENTS
-  POTENTIAL POCKET PARK
-  POTENTIAL PARK SITE

Downtown Festival Park

The Downtown Festival Park is envisioned as a multi-purpose green space of approximately 1 1/2 acres that is designed to draw community members and visitors to downtown Marhalltown for concerts, art fairs, contests, and whatever else can be dreamed up for the space. The park will also be attractive to daily users as a place to eat lunch, relax, or meet up with friends.

Site features include:

- 1 Performance pavilion with
 - permanent restrooms
 - Lawn
- ② Shade trees
- ③ Decorative plaza
- ④ Decorative rain gardens
- ⑤ Play features (artist designed)
- ⑥ Lighting
- ⑦ Benches, bike racks and other site
- ⑧ furnishings



Festival Park Concept Plan



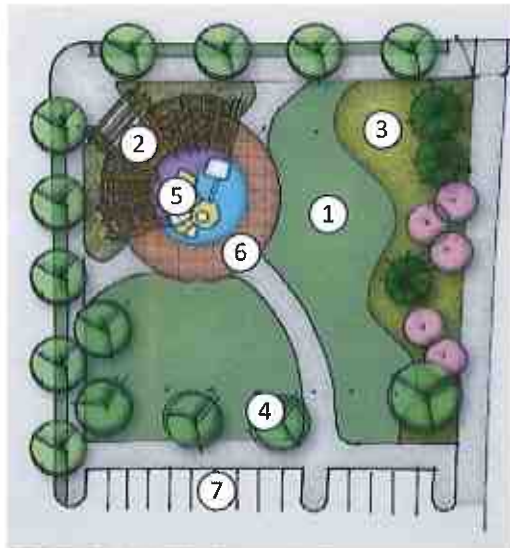
Campus Martius Park in Detroit, Michigan



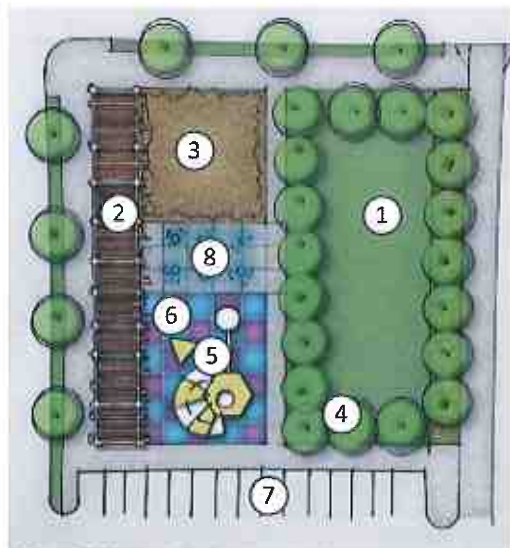
Central Park Plaza in downtown Valparaiso, Indiana



Marshalltown Festival Park Sketch



CORNER PARK: Concept 1



CORNER PARK: Concept 2



Overhead structures can provide shade and create a sense of place.



Play equipment can be a destination for children and an iconic part of a community.



Interactive fountains are a great way to provide a cooling off spot during summer months.

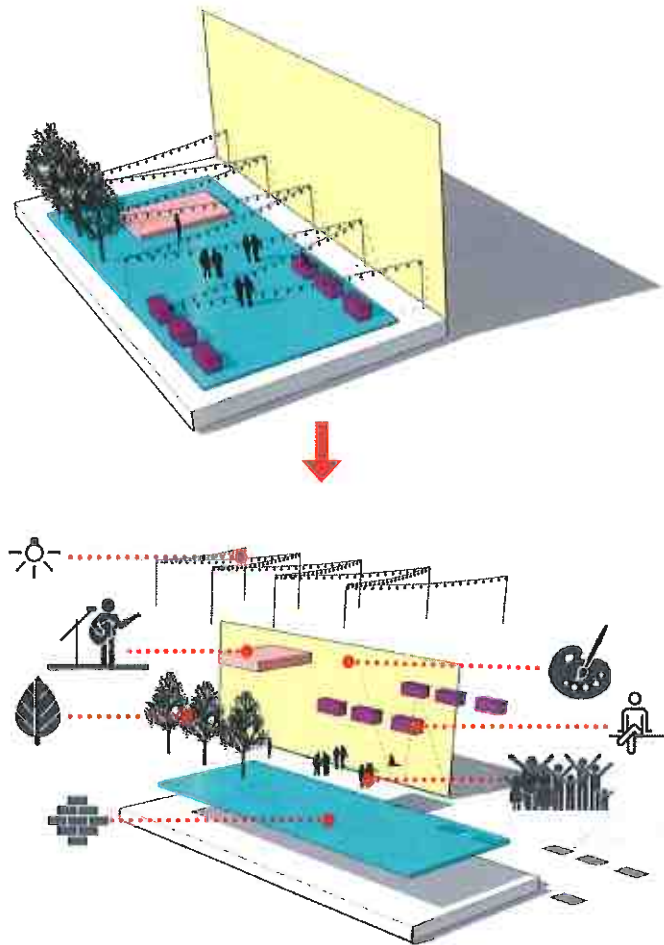
Library Corner Park

The library corner park transforms a vacant lot at the southeast corner of Linn and S 1st Streets across from the Marshalltown Library as multi-functional green space. This park is envisioned to serve as place for library patrons, downtown residents and employees to enjoy a variety of experiences from active play and strolling to eating lunch and reading a book.

Site features include:

- ① Lawn
- ② Pergola/shade structure
- ③ Rain gardens/flower beds
- ④ Shade trees
- ⑤ Interactive public art playground
- ⑥ Decorative paving/resilient surfacing
- ⑦ Parking
- ⑧ Interactive fountain

Downtown Pocket Parks Framework



Pocket Parks

Pocket parks provide the benefits of parks, recreation, and greening in a small footprint. When located in a downtown environment frequented by a high number of people, they have the potential to provide a big impact to downtown businesses, residents, and visitors. Opportunities for installing pocket parks (temporary or permanent) have become available due to the demolition of multiple downtown buildings.

Components

For the development of pocket parks in downtown Marshalltown, three basic features should be included:

- Surfacing
- Seating
- Vegetation

These elements are the building blocks for a successful pocket park, and can be provided in a variety of ways, from modular, temporary and low-cost options, to more permanent and expensive solutions.

Other place-based components of pocket parks include:

- Lighting
- Public art
- Special features
- Programming

These elements should be included strategically at locations best suited for their investment. For example, a community garden would function best in a sunny spot near housing where residents can tend and utilize it.

The pocket park framework allows the City to explore the use of pocket parks in the downtown, experimenting with location, features, design, programming, and permanency.

Basic Components of Downtown Marshalltown Pocket Parks

temporary / lower cost

permanent / higher cost



compacted crushed gravel



lawn



permeable pavers



decorative concrete



SURFACING



modular + repurposed



custom + moveable



traditional



integrated



SEATING



modular planters



repurposed planters



traditional planters



trees + perennials



VEGETATION

Place-Based Components of Downtown Marshalltown Pocket Parks

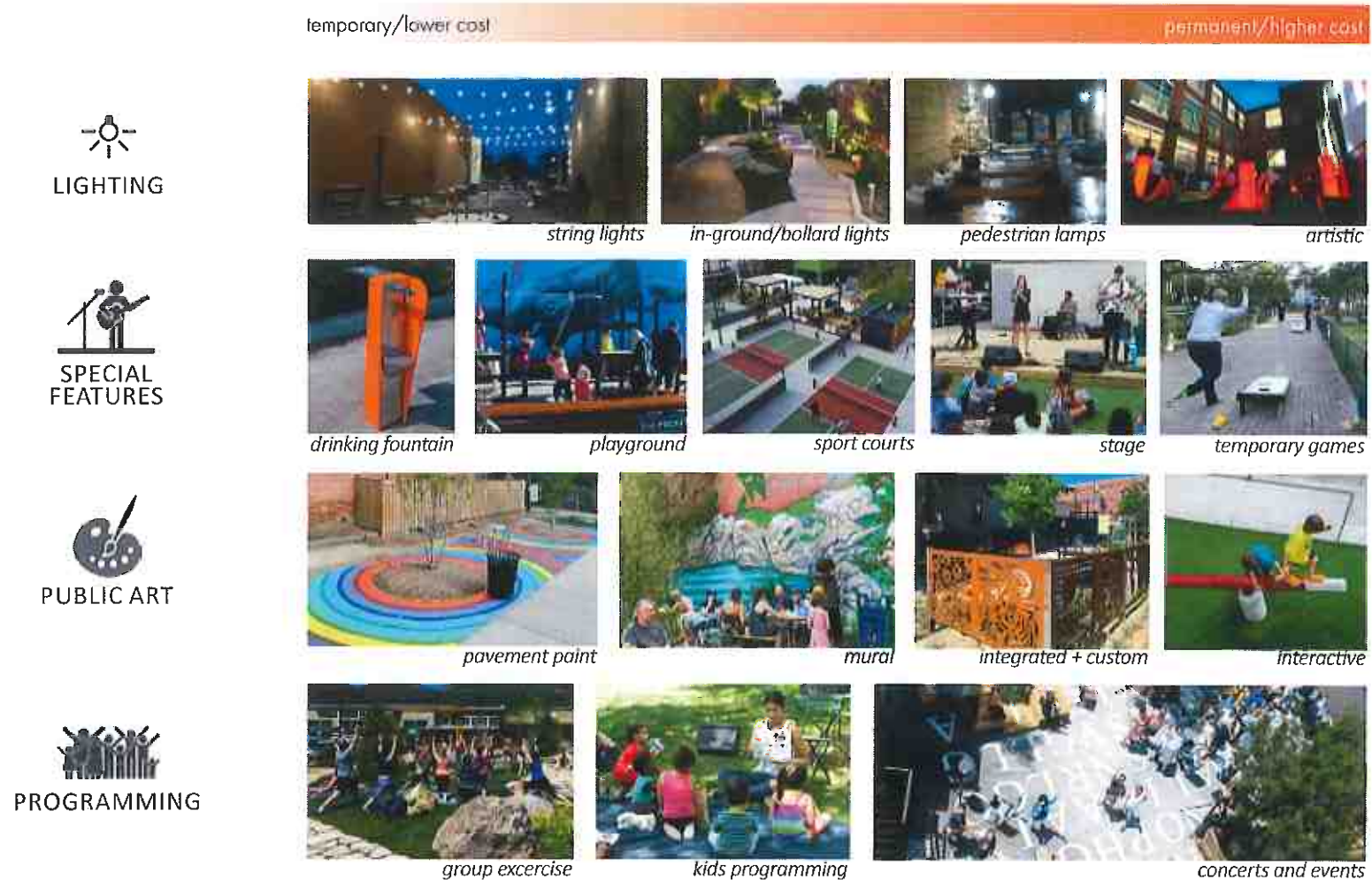


Figure 2.9 Potential Downtown Pocket Parks

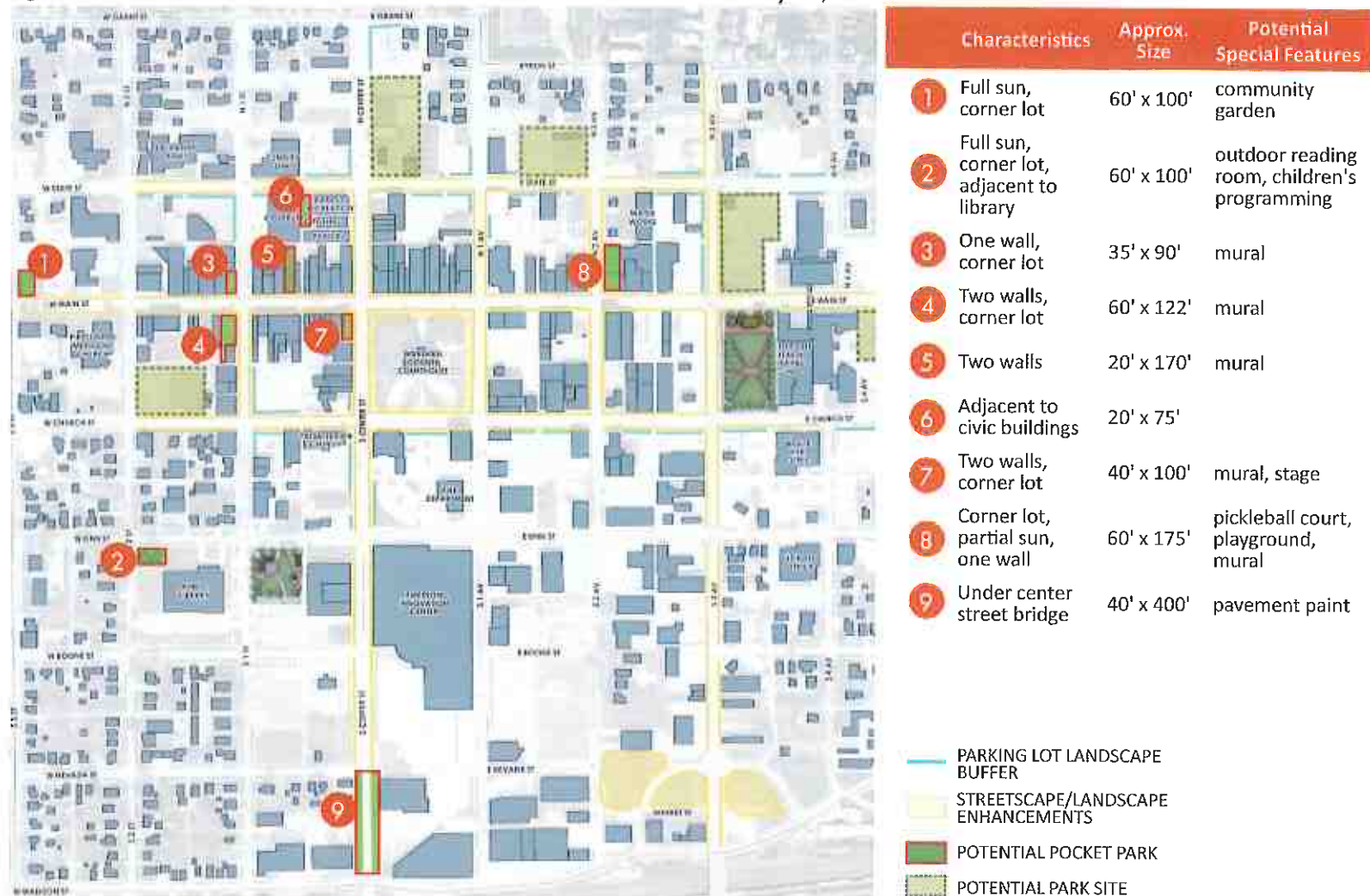
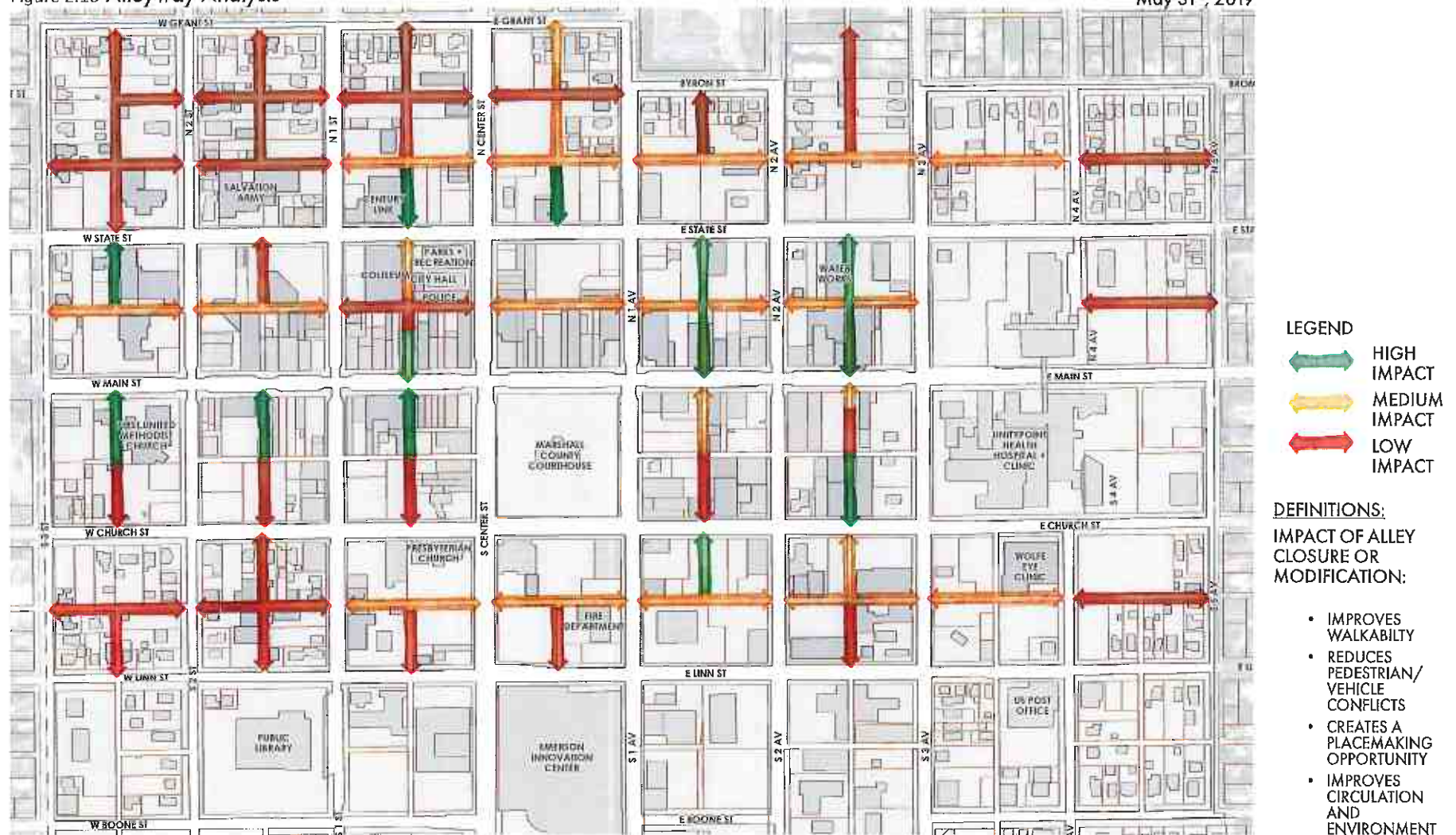
May 31st, 2019

Figure 2.10 Alleyway Analysis

May 31st, 2019





Green Alley, Detroit MI



Gallery Alley, Wichita KS



Benny's Alley, Valdosta GA

Alleyways

Marshalltown's downtown alleyways are an important asset for connectivity and accessibility. An analysis of the function, condition and impacts of downtown's alleyways (see Alleyway Assessment Plan) indicates that the majority of east-west running facilities provide convenient vehicular access to off-street parking lots and back of shop loading. While the north-south alleyways also provide access to parking, vehicular traffic at their driveways poses safety issues to pedestrian movements which negatively impacts downtown walkability. Improving the overall pedestrian experience is a key element of the project vision as well one of the Master Plan's 12 Planning Principles (see Chapter 3).

Given the redundancy and safety issues of the north-south traffic flow, it is recommended that some of the north-south alleyways be converted to pedestrian walkways and vehicular use be restricted to emergency vehicles only.

Streetscape

Streetscape concept plans have recently been developed for the S 3rd Ave/ Hwy 14 Corridor as part of the Hwy 14 Corridor Study, and include the addition of a boulevard/green space between the curb and sidewalk, updated lighting with banners, and street trees.

As high-volume, key connector corridors, Main Street, State Street, Church Street and Center Street should also receive renewed streetscape treatments within the downtown.

Main Street

Main Street currently hosts a variety of streetscape features from bump-outs and decorative street lights to planting beds and furnishings. Unfortunately, many of these items are worn out and damaged and the previously established design theme is unrecognizable. Main Street also lacks street trees.

The rejuvenated streetscape proposed for Main Street includes 8 primary elements:

- ① Decorative paving at bump-outs, crosswalks, and amenity zones
- ② Removal of yellow curb paint
- ③ Consistent palette of perennials in planting beds
- ④ Street trees
- ⑤ Consistent layout of seating
- ⑥ Consistent layout of bike loops
- ⑦ Alleyway enhanced and converted to pedestrian passage (public art opportunity)
- ⑧ Parking lot screening with planting beds and ornamental railings specific to Main Street (not shown)



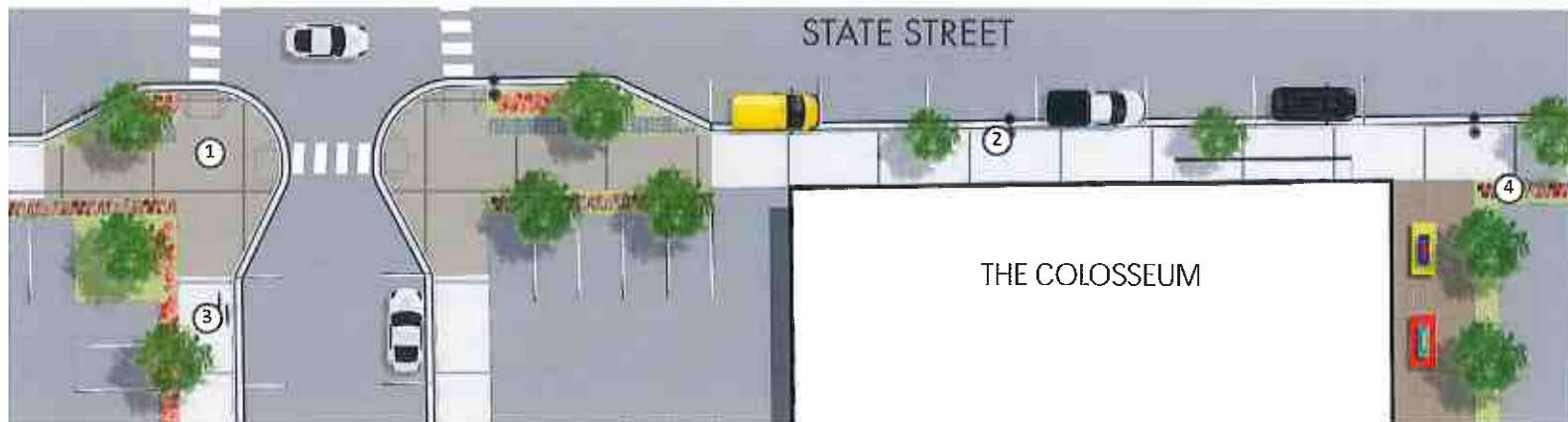
Illustrated plan view of Main Street between 1st Street and Center Street. Removing the large sidewalk canopy attached to the Le Shelle and Chef King buildings provides space for street trees and outdoor dining while also featuring improved business visibility.

State Street

As another highly visible downtown corridor and commercial zone, State Street also serves as an ambassador for Marshalltown to residents and visitors, and should have an identity that reflects this.

Opportunities to create an identity on State Street with streetscaping include:

- ① Bump-outs with decorative paving at key intersections (between N 1st Street and N 2nd Ave)
- ② Updated ornamental lighting that provides even, glare-free illumination
- ③ Consistent layout of bike loops
- ④ Parking lot screening with planting beds and ornamental railings specific to State Street
- ④ Pocket Park opportunity



Illustrated plan view of State Street between 1st Street and Center Street. Adding ornamental railings, planting beds, updated street lighting and street trees improves the identity of the corridor.

Bridge Bottoms

The undersides of the S Center Street and S 3rd Avenue overpass bridges create two unique downtown environments. Their linear overhead enclosures, repetitive concrete structures and extensive paving offer opportunities (besides parking) for formal and informal uses, activities and creative expressions. Similar marginal-use environments in other communities have been repurposed in a variety of ways from skate parks to flea markets, public art and performance venues.

This Plan recommends reclaiming these spaces with the simple initial gestures of a public art project using the creativity and energy of local artists to colorize the lower bridge structures with paint. This would likely involve the cooperation of City Public Works and perhaps the Iowa Department of Transportation and could be managed by the Marshalltown Public Art Committee and or Arts and Culture Alliance.



Reclamation examples of marginal use environments under bridges



Existing conditions under the Center Street bridge

Street Trees

The cost/benefit analysis for street trees has been studied extensively, and the verdict is strongly in favor of using trees to:

- Provide shade and cooling
- Filter pollutants from air and water
- Mitigate noise
- Increase commercial activity/consumer spending
- Improve aesthetics
- Improve human comfort and health
- Increase property values
- Provide returns on investment- every dollar spent on community trees yields benefits 2 to 5 times the investment (www.arborday.org)

Guidelines for developing street trees in downtown Marshalltown include:

- Create Species Diversity -limit any single species to 10%-20% of the total tree inventory. The 30-20-10 Santamour Model for diversity provides a useful guide, suggesting that the total tree inventory contains no more than 30% of a single family, 20% of a single genus, and 10% of a single species.

- Maintain and Update the Tree Inventory - keeping current records of what species of trees the City has, where they are, and their condition makes management decisions easier and more effective to ensure a healthy, resilient urban forest.
- Use the Right Tree for the Right Place - small trees require less space (below and above ground) and can be planted 25-feet apart. Larger canopy trees are typically planted 40-feet apart in locations where conflicts with buildings, utilities, and other potential growth limiters are fewer. Trees with columnar forms, such as columnar English oak, can be used where a full size canopy tree may be too large. In areas with high pedestrian traffic, species that are not conducive to roosting by Grackles and other nuisance birds, such as honeylocust, coffeetree, and ginkgo, may be preferred.
- Keep Maintenance in Mind - Choose species with lower maintenance needs. High maintenance trees include trees with weak wood, high growth rates, or poor branching patterns/architecture.

Recommended Street Tree Species

COMMON NAME	SCIENTIFIC NAME
Ginkgo	<i>Ginkgo biloba</i>
Columnar English Oak	<i>Quercus robur</i> 'Fastigiata'
Hackberry	<i>Celtis occidentalis</i>
Honeylocust	<i>Gleditsia triacanthos</i>
Kentucky Coffeetree	<i>Gymnocladus dioica</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Blackgum	<i>Nyssa sylvatica</i>
London Planetree	<i>Platanus x acerfolia</i>
Swamp White Oak	<i>Quercus bicolor</i>
Scarlet Oak	<i>Quercus coccinea</i>
Sycamore	<i>Platanus occidentalis</i>
Accolade elm	<i>Ulmus japonica</i> x <i>Ulmus wilsoniana</i>
Flowering Crabapple	<i>Malus</i> spp.
Japanese Tree Lilac	<i>Syringa reticulata</i>



Honeylocust trees are great for urban sites.

Landscape Enhancements

There are several undeveloped parcels that serve as gateways to downtown Marshalltown that, due to their unusual shape or small size, largely exist as open lawns. Landscape enhancements, such as trees, prairie grasses and flowers, could be used to improve the visual impact of these places by providing color, beauty, and ecosystem services such as pollinator habitat and/or stormwater management.

These types of improvements are relatively low cost and can serve as interim / temporary enhancements until such time as the site areas become attractive for development.



Parking Lot Buffers

Adding landscape buffers between sidewalks and parking lots will make the existing surface parking lots in the downtown safer, more attractive, and sustainable.

In locations where streetscape improvements are prescribed, parking lot buffers should include ornamental features that contribute to the identity and image of the corridor, and may include

metal railings/fencing, plantings, and monuments.

In locations where a parking lot faces a street not belonging to a streetscaped corridor, vegetation should be used to mitigate the physical, environmental, and aesthetic impact of the surface lot.

In all cases, plantings should be limited to low-growing species that allow for adequate surveillance/ security.

Figure 2.11 Parking Lot Buffer Locations

May 31st, 2019



Existing conditions - Utilitarian Off-Street Parking



Ornamental fencing and piers make great parking lot screens



Shrubs provide dense buffers between walks and surface parking areas



Mixing trees and shrubs provides a pleasing visual

CHAPTER 3

ACHIEVING THE VISION

VISION
GUIDANCE
ROLES + RESPONSIBILITIES
CATALYSTS
IMPLEMENTATION INITIATIVES
ON-GOING INVOLVEMENT
FUNDING
CONCLUSION

The strategy for advancing revitalization of downtown Marshalltown is based on an awareness of investment challenges, market opportunities and desired outcomes. To this end, major components of the approach presented as follows include discussions about the **Vision** for redevelopment, **Guidance** for land use and improvement decisions, **Role and Responsibilities** of the public sector and its partners, and **Initiatives** – both Downtown wide and Catalyst Project specific.

The experience of other communities that have advanced similar programs has shown that it takes many years and multiple actions to execute the range of actions necessary to be truly successful. These efforts have also revealed that the approach needs to include both area-wide and project-explicit activities. To this end, the authors of this Downtown Master Plan have put forth recommendations that will improve shared spaces and the physical framework of the downtown, as well as further specific private investment proposals that demonstrate market support.

Revitalization of downtown will be dependent on numerous projects, programs and policies that effectively “readying the environment for investment.” Key to successful implementation will be the ongoing resolution of situations that threaten desired development. A priority in the early phases of this revitalization effort will be advancement of the strategic initiatives discussed later in this section, while in the later phases it will shift towards enhanced communication with stakeholders and local officials regarding accomplishments achieved, remaining challenges and the necessity for sustained support and public commitment to the vision.

Vision:

Downtown Marshalltown is the vibrant, beautiful, welcoming heart of a diverse community. It offers a rich mix of opportunities and experiences for residents and visitors with arts, entertainment, dining, and housing options in a unique, historic setting. Downtown provides a range of business opportunities for entrepreneurs and investors. Its places and spaces are connected by a safe, accessible network of landscaped streets and walkways where people gather and connect with one another, strengthening community pride and building lasting memories. Downtown Marshalltown is the place to live work and play.

While investigations completed during preparation of this plan determined downtown was well-positioned to compete for market share among the identified real estate and business groups, actual investment activity will be largely dictated by factors including the physical capacity of sites to accommodate desired development, willingness of property owners to invest and advance the objectives stated herein, and effectiveness of the city and its advocacy partners to “ready the environment for investment.”

GUIDANCE

The purpose of this Master Plan is to guide growth in the downtown core, and inform the growth policies of the city. Success will be dependent on alignment among its controlling documents and sound decision-making by its elected and appointed leaders, particularly on matters related to land use and capital expenditures so that they continually reflect and support the intentions herein. Until consistency can be assured, and officials can be informed, the following guiding principles are offered to ensure the vision remain intact and describe outcomes remain achievable.

Guiding Principles are defined as *representing a broad philosophy that guides an organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work, or top management; they serve as filter for decisions at all levels of the organization.*

1. The City will maintain a proactive and sustained attitude about the necessity for and value of a healthy urban core
2. The vision for the downtown will be reflected in the City’s growth management policies and capital expenditures.
3. Standards of development in the downtown will be established and made consistent with the vision, catalyze development, and protect existing investors.
4. Capital projects will be creative, phased, and strategically located to improve the public realm, mitigate physical challenges and enhance property values.

5. The City, together with its partner organizations, will lead early investment activity in the downtown, and private stakeholders will participate in maintaining and promoting shared spaces.
6. While the City’s controlling documents (policy, regulatory, other) are being updated to align with this Downtown Master Plan and intentions, interim allowances will be afforded those projects deemed consistent with stated objectives.



ROLES AND RESPONSIBILITIES

The approach for revitalizing downtown Marshalltown is based on the understanding that private investment follows public commitment. Therefore, a primary objective of the Downtown Master Plan is to position community assets and amenities in locations that will most effectively leverage private development. In addition to making Downtown more attractive, these improvements will serve as an economic contribution to catalyst projects, with real monetary value, and should be considered as such when quantifying the public sector's contribution. Matching economic development incentives to direct investments in the physical environment, and indirect contributions to the fiscal concerns, are frequently the most successful approach.

Equally important, and requiring fewer financial resources, is commitment by the city to streamline reviews of proposed projects and flexibly interpret regulations when practical. Collectively, these assurances can minimize project risk, while also providing monetary value, as will alignment and enforcement of all relevant policy and regulating documents with the expressed vision and objectives of the Master Plan.

Public Sector Commitment

The city will act as the “master developer of improvements” in downtown, and as such will lead the financing and construction of infrastructure and enhancements to effectively position key parcels for investment and expedite building investment.

As the entity with the largest and longest-term interest in downtown, the city's oversight in these areas will be essential, however, limited resources will necessitate participation by its advocacy partners including Marshalltown Economic Development and Marshalltown Central Business District, Main Street Program. Examples of possible contributions by these groups are described as follows:

Marshalltown Economic Development (MED) is the city's agent for advancing economic initiatives. As a quasi-public organization, they have considerable flexibility in real estate transactions and have access to a variety of financing mechanisms, MED could play a key role in acquiring downtown properties. There are numerous advantages for the private sector when acquiring property from public and non-profit entities, among them -- lower carrying costs, less uncertainty regarding entitlements, greater access to monetary incentives and an expedited development timeline.

Marshalltown Central Business District, Main Street Program (MCBD) is the organizational entity that assumes responsibility for the day-to-day health of the district. To this end, they should continue to provide support for the management and marketing of properties, along with public spaces and programmatic offerings. While additional support could be provided by representative government, advocacy and regional

economic development organizations, MCBD will hold and maintain the vision for a revitalized Downtown.

Since consistent messaging will be critical, MCBD, along with local officials and business associations, a carefully designed and consistently administered marketing program should be an early actionable item. Individuals and organizations that support and promote investment, will need to coordinate their marketing efforts, and ideally, establish common goals and objectives, along with consistent policies whenever possible. When private interests request assistance with marketing their properties to developers or other users (either on their behalf or in partnership), MCBD should be positioned to provide support with issuing developer requests, retaining brokers, and attaching private sector efforts to community-wide initiatives.

CATALYSTS

As explained previously, this Downtown Master Plan is predicated on an approach which encourages construction of shared capital

improvements strategically located to leverage private development. Based on analyses completed in the preparation of this plan, success in this regard will depend on the elimination of identified obstacles to investment. To this end, several initiatives (or actions) are being recommended, both district-wide and project-specific. Project-specific efforts were informed by generation of possible catalyzing developments. A description of catalyst concepts, the approach used to identify them, and defining elements of catalysts with potential for development in downtown Marshalltown, are presented below. This is followed by an explanation of categories (or "silos") of initiatives required to advance the vision and objectives of the Master Plan. Actionable items tailored to conditions in the downtown district are summarized in Table 3.8.

Catalyst Concept - Defined

A catalyst concept is a project with the potential to have a positive economic ripple effect on properties within an area of influence. In Downtown Marshalltown, several projects were identified and determined to have the potential to be a catalyst for private investment, despite certain development challenges, and in a manner consistent with stated objectives.

Analyses completed as part of the vetting process to determine their eligibility included:

- Understanding the physical capacity of specific sites and Downtown as a whole, to competitively accommodate the concepts determining if there was sufficient local or regional market support for specific components;
- Testing their financial feasibility, and in so doing quantify the magnitude of any economic gap; and
- Identifying barriers to their development so that actions could be identified to mitigate or overcome them.

Definition of Catalyst

1: a substance that enables a chemical reaction to proceed at a usually faster rate or under different conditions (as at a lower temperature) than otherwise possible.

2: an agent that provokes or speeds significant change or action. *That waterway became the catalyst of the area's industrialization.*

Catalysts can be:

- Public and/or Private
- Projects, Programs, Policies
- Site-Specific or Floating
- Demonstration Projects
- Education Programs

Specific criteria used, and developed with guidance from Catalyst Project Criteria:

- Real estate market site data (GIS mapping, ESRI)
- Building inventory with historic significance
- Receiving public investment
- Magnitude (cost) of public investment
- Nature of investment
- Expressed interest by property owner
- Potential for change – level and timing of investment, current use may be obsolete
- Location within or near corridor or gateway
- Favorable ownership – single, institutional, public
- Site utilization
- Ability to leverage surrounding uses
- Ability to leverage planned investment (roadway)
- Ability to strengthen district theme
- Within or near recent area of study
- Ability to inform planned improvement (roadway)
- Capacity to support market opportunity/niche
- Potential to return property to tax roles
- Presence of supportive entities
- Stable or increasing values
- Worthy of being a demonstration project (downtown neighborhood with pocket park)

It is important to note that among the catalyst projects identified for downtown Marshalltown, both public improvement and private development projects are included. In addition, not all of them need occur in the location described. Among those that are considered non-site-specific, these may be referred to as floating concepts, whereas they have the potential for application in multiple locations. Each one, summarized as follows, was considered to present either near-term development potential, or the ability to mitigate adverse conditions, and in so doing leverage near-term development.

Economic Feasibility

Project outcomes, including profitability, are influenced by a multitude of factors including its location, management expertise, marketing budget, and political support. With this number of “moving parts”, success depends on limited uncertainty and as few obstacles as possible. Variables that can heighten risk and reflected in project cost and revenue assumptions include:

- Variations in land prices driven by owner expectations;
- On-site development costs driven by an aging building inventory;
- Off-site development constraints driven by deteriorating infrastructure;
- Higher financing costs driven by perceived risk; and
- Protracted absorption schedule driven by a lack of buyer education.

Whereas no formal commitments have been made or financing secured, these catalyst concepts should be considered prototypical, and as such, should be interpreted with a certain level of flexibility. However, while only possible, there is value in understanding their feasibility and applicability in the Marshalltown market. Private sector stakeholders with an interest in developing one or more projects in the District, will be able to use this work to understand their viability, as well as the availability and impact of potential incentives and other public resources. The analyses completed were intended to serve as due-diligence for financiers, and a guide for public officials when prioritizing capital expenditures. Ideally, the supporting recommendations will be used to inform the policies and programs of the city and its partner organizations. Where municipal regulations are inconsistent with the proposed concept, it is assumed the city will either work with existing owners to amend current requirements or expedite requests of exceptions.

Table 3.1 Catalyst Projects - Economic Summary

	Catalyst Project Concepts			
	Catalyst Initiative #1 Festival Park	Catalyst Initiative #2 Main Street Renovations	Catalyst Initiative #3 North Pocket Cottage Homes	Catalyst Initiative #4 Arts & Entertainment Gateway
Project Indicator				
Private Sector Investment				
Development Sq Ft:				
Project Land Area (Acres)	—	0.0	1.8	8.5
Retail/Restaurant	—	0	0	30,000
Office/Employment	—	0	0	30,000
Residential (Rental)	—	8,400	0	30,000
Residential (For-Sale)	—	0	17,550	21,600
Hotel/Lodging	—	0	0	0
Total Private Development	—	8,400	17,550	111,600
Floor Area Ratio	—	0%	22%	30%
Total Project Value (@ Build-Out)	—	\$939,000	\$2,780,700	\$17,601,150
Total Project Costs (@ Build-Out)	—	\$1,047,420	\$3,270,068	\$21,068,628
Project Margin/(Gap)	—	(\$108,420)	(\$489,368)	(\$3,467,478)
Project Margin/(Gap) %	—	-10%	-15%	-16%
Potential Contributions to Gap	—			
Land Acquisition/Writedown	—	\$0	\$392,040	\$0
Site Improvements Contribution	—	\$0	\$127,612	\$0
Supportable Property Tax TIF	—	\$0	\$0	\$2,900,000
Sales Tax Sharing	—	\$0	\$0	\$0
Development Fee Waivers	—	\$0	\$0	\$0
Federal/State/Local Grants	—	\$150,000	\$0	\$600,000
Streamlined Development Approval Process	—	\$0	\$0	\$0
Tax Credit Equity (LIHTC, Historic, New Market)	—	\$0	\$0	\$0
Total Contributions to Gap	—	\$150,000	\$519,652	\$3,500,000

Source: The SEH Team.

CATALYST INITIATIVES

Catalyst Initiative 1: Downtown Festival Park

In addition to providing beautiful places for people to gather and enjoy the out-doors, parks and open space generate increases in value for adjacent and nearby properties, particularly in a downtown setting. These value increases result in higher property and sales tax revenues for the City and represent the public sector's "return on investment". As described in Chapter 2, Festival Park is intended to meet a variety of needs, from connecting downtown residents, workers and visitors to nature, to providing a permanent venue for community events and celebrations. Table 3.2 describes a preliminary projection of the park's economic impact based on the concept level program and sketch plan described in Chapter 2 of this Downtown Master Plan.

Table 3.2 Catalyst Initiative 1: Downtown Festival Park - Economic Impact Summary

Catalyst Project Program		
		Square Feet
Festival Park		65,340
Estimated Project Cost/Value		
	Cost per Sq Ft	Total Cost
Festival Park	\$31	\$2,000,000
Estimated Property Value Increase (Adjacent Properties)		
Property Frontage (Linear Ft)	1,100	
Property Depth (Linear Ft)	200	
Impacted Property Sq Ft	220,000	220,000
Current Property Market Value	\$10	\$2,200,000
Increase in Market Value (20%)	20%	\$440,000
Annual Property Tax Revenue Increase	0.015280	\$6,723
Public Return on Investment		
Annual Property Tax Revenue (20 yrs)		\$134,464
Total Public Return on Investment		\$440,000
Public Investment Leverage Ratio		0.2

Source: The SEH Team.



Perspective sketch of Marshalltown Festival Park with adjacent new development

Quick Summary

- Downtown parks and open space generate increases in value for adjacent and nearby properties
- Value “premiums” (rents, sale prices, etc.) can range from 20% to 30%
- \$440K of value increase can be accommodated on site.



Catalyst Initiative 2: Main Street Renovations

Renovating Marshalltown's historic Main Street buildings in a professional and sensitive manner is a critically important downtown revitalization strategy. As detailed in Chapters' 2 and 4 of this Master Plan, the city's downtown historic buildings are its most prized asset and their restoration/renovation, preservation and upkeep are a top priority of community members and business and property owners alike.

The project described in this highlighted project includes the renovating the facades and upper stories of two buildings (35-25 West Main) located on the North-East corner of West Main and 1st Street to provide 12 new loft-style residential rental units on the upper floor. While the design sketch accompanying this initiative is specific to these buildings, the economics are transferable to other similar buildings in the downtown.

Table 3.3 Catalyst Initiative 2: Main Street Renovations - Economic Impact Summary

Development Cost Estimate		
Property Purchase (Acquisition/Demolition)	\$0	\$8.00 \$/SF Land
On-Site Improvements (Surface Parking)	\$37,500	\$2,500 \$/space
On-Site Improvements (Structured Parking)	\$0	\$15,000 \$/space
Site Development/Infrastructure	\$0	\$0.00 \$/SF
Building Construction (Hard Costs)	\$756,000	\$90 \$/SF (Wtd. Avg. All Uses)
Construction Contingency	\$39,675	5% % of Construction Costs
Soft Costs (% of Hard Costs)	\$119,025	15% % of Hard Costs
Developer Profit	\$95,220	10% % of Total Costs
Total Project Cost	\$1,047,420	\$124.69 \$/SF
Development Economic Summary		
Total Project Value	\$939,000	
Total Project Cost	\$1,047,420	
Project Margin/"Gap"	(\$108,420)	
% Project Margin/"Gap"	-10%	
Potential Contributions to "Gap":		
Land Acquisition/Write down	\$0	0% of Land Cost
Site Improvements Contribution	\$0	0% of Total Site Costs
Supportable Property Tax TIF (25 Years)	\$0	0.000000 Total Property Tax Rate
Supportable Sales Tax TIF (25 Years)	\$0	0% % of Local Sales Tax
Development Fee Waivers	\$0	
Federal/State/Local Grants	\$150,000	
Streamlined Development Approval Process	\$0	
Tax Credit Equity (LIHTC, Historic, New Market)	\$0	
Total Contributions to "Gap"	\$150,000	

Quick Summary

- Private sector perspective (developer)
- How much value can be accommodated on site? - \$939k
- What will it cost? - \$1.0 million
- Does it generate a reasonable return? - 10%
- What's the "gap", i.e., costs exceed value? - \$100k
- Use State/Local Grant funding help to "fill the gap"





Perspective sketch of renovated Main Street buildings with canopy removed to make way for streetscape enhancements

**Catalyst Initiative 3:
North Pocket Neighborhood Cottage Homes**

As the concept's originator, Ross Chapin describes "a pocket neighborhood is a cohesive cluster of homes gathered around some kind of common ground within a larger surrounding neighborhood, like a neighborhood within a neighborhood. They foster a scale where meaningful, neighborly relationships are fostered". This type of arrangement is best supported by clustering small, 1 to 1-1/2 story cottage-style homes ranging between 800 to 1,400 square feet at densities between 6-10 units per acre.

The concept described in Tables 3.4 and 3.5 includes thirteen, 1,100 to 1,400 sq. ft. cottages with a common green / garden space and a private garage court on 1.8 acres situated along E State Street between N 4th and N 5th Avenues. Similar to the Main Street Renovation concept, pocket neighborhoods could be developed in other downtown mixed residential conservation areas, such as along South 4th Avenue in the Opportunity Zone.

*Table 3.4 Catalyst Initiative 3:
North Pocket Neighborhood Cottage Homes - Economic Impact Summary 1*

Development Program		Assumption Factors
	Units/Spaces Square Feet	
Retail/Restaurant	0	
Employment	0	
Residential (Rental)	0	800 SF/Unit
Residential (For-Sale)	13	1,350 SF/Unit
Gross Floor Area	17,550	
Project Land Area	78,408	1.8 Acres
Floor Area Ratio	22%	
Surface Parking	8	320 SF/Space
Structured Parking	0	320 SF/Space
Estimated Project Value (Stabilized Yr)		
Total Retail/Restaurant Rentable SF	0	95% Bldg. Efficiency Ratio
Rent/SF*	\$20.00	
Total Employment Rentable SF	0	95% Bldg. Efficiency Ratio
Rent/SF*	\$12.00	
Total Residential Rentable SF	0	90% Bldg. Efficiency Ratio
Rent/SF	\$15.00	\$1.25 Monthly Rent/SF
Total Parking Spaces (Structured)	0	
Rent/Space	\$600	\$50 Monthly Rent/Space
Gross Income	\$0	
Occupancy	95%	
Effective Gross Income	\$0	
Operating Costs	\$0	\$0.00 \$/SF (Wtd. Avg. All Uses)
Net Operating Income	\$0	
Capitalization Rate	8.0%	
Project Value -- Retail/Employment/Rental Resid	\$0	
Total Housing Units	13	
Sales Price/Unit (Wtd Avg)	\$230,000	
Gross Revenue	\$2,990,000	
Less Marketing Costs	(\$209,300)	7% % of Sales
Net Sale Proceeds	\$2,780,700	
Project Value -- For-Sale Housing	\$2,780,700	
Total Project Value	\$2,780,700	
* Rents based on triple net lease.		



Concept Plan: North Pocket Neighborhood Cottage Homes



Pocket neighborhoods feature shared green spaces and pedestrian-centric design



Concept Plan: South 3rd Avenue/Opportunity Zone Pocket Neighborhood Cottage Homes

Table 3.5 Catalyst Initiative 3:
North Pocket Neighborhood Cottage Homes - Economic Impact Summary 2

Development Cost Estimate		
Property Purchase (Acquisition/Demolition)	\$392,040	\$5.00 \$/SF Land
On-Site Improvements (Surface Parking)	\$20,000	\$2,500 \$/Space
On-Site Improvements (Structured Parking)	\$0	\$25,000 \$/Space
Site Development/Infrastructure	\$235,224	\$3.00 \$/SF
Building Construction (Hard Costs)	\$1,895,400	\$108 \$/SF (Wtd. Avg. All Uses)
Construction Contingency	\$107,531	5% % of Construction Costs
Soft Costs (% of Hard Costs)	\$322,594	15% % of Hard Costs
Developer Profit	\$297,279	10% % of Total Costs
Total Project Cost	\$3,270,068	\$186.33 \$/SF
Development Economic Summary		
Total Project Value	\$2,780,700	
Total Project Cost	\$3,270,068	
Project Margin/"Gap"	(\$489,368)	
% Project Margin/"Gap"	-15%	
Potential Contributions to "Gap":		
Land Acquisition/Writedown	\$196,020	50% of Land Cost
Site Improvements Contribution	\$255,224	100% of Total Site Costs
Supportable Property Tax TIF	\$0	0.040955 Total Property Tax Rate
Sales Tax Sharing	\$0	0% % of Local Sales Tax
Development Fee Waivers	\$0	
Federal/State/Local Grants	\$0	
Streamlined Development Approval Process	\$0	
Tax Credit Equity (LHFC, Historic, New Market)	\$0	
Total Contributions to "Gap"	\$451,244	

Quick Summary

- Private sector perspective (developer)
- How much value can be accommodated on site? - \$2.8 million
- What will it cost? - \$3.3 Million
- Does it generate a reasonable return? - 10%
- If not, what is the "gap", i.e., costs exceed value? - \$451,244
- What mechanisms are available to "fill the gap"? - Land write down, Park improvements

**Catalyst Initiative 4:
Arts/Entertainment Gateway**

As a primary entry portal to downtown, the Arts / Entertainment Gateway catalyst leverages high traffic volumes, low property values, Federal Opportunity Zone designation and future street realignments related to the HWY 14 Corridor Study. The initiative focuses on synergies between a number of related and supportive uses including:

- ① Culinary incubator* and food market/dining hall
- ② Brewery and tasting room
- ③ Entertainment/dining
- ④ Artist/maker spaces and rental apartments
- ⑤ Artist Live/Work Space
- ⑥ Food truck space
- Ⓟ Plaza Space

*A brief Culinary Incubator case study is provided in Appendix 3.

Concept Plan: Arts/Entertainment Gateway





Table 3.6 Catalyst Initiative 4:
Arts/Entertainment Gateway - Economic Impact Summary 1

Development Program			Assumption Factors
	Units/Spaces	Square Feet	
Entertainment Retail/Restaurant		30,000	
Employment/Live-Work		30,000	
Residential (Rental)	40	30,000	750 SF/Unit
Residential (For-Sale)	16	21,600	1,350 SF/Unit
Gross Floor Area		111,600	
Project Land Area		370,260	8.5 Acres
Floor Area Ratio		30%	
Surface Parking	250	80,000	320 SF/Space
Structured Parking	0	0	320 SF/Space
Estimated Project Value (Stabilized Yr)			
Total Retail/Restaurant Rentable SF		28,500	95% Bldg. Efficiency Ratio
Rent/SF*		\$18.00	
Total Employment Rentable SF		28,500	95% Bldg. Efficiency Ratio
Rent/SF*		\$16.00	
Total Residential Rentable SF		27,000	90% Bldg. Efficiency Ratio
Rent/SF		\$15.00	\$1.25 Monthly Rent/SF
Total Parking Spaces (Structured)		0	
Rent/Space		\$600	\$50 Monthly Rent/Space
Gross Income		\$1,374,000	
Occupancy		95%	
Effective Gross Income		\$1,305,300	
Operating Costs		\$171,000	
Net Operating Income		\$1,134,300	\$1.90 \$/SF (Wtd. Avg. All Uses)
Capitalization Rate		8.0%	
Project Value -- Retail/Employment/Rental Hsg		\$14,178,750	
Total Housing Units		16	
Sales Price/Unit (Wtd Avg)		\$230,000	
Gross Revenue		\$3,680,000	
Less Marketing Costs		(\$267,600)	
Net Sale Proceeds		\$3,422,400	7% % of Sales
Project Value -- For-Sale Housing		\$3,422,400	
Total Project Value		\$17,601,150	

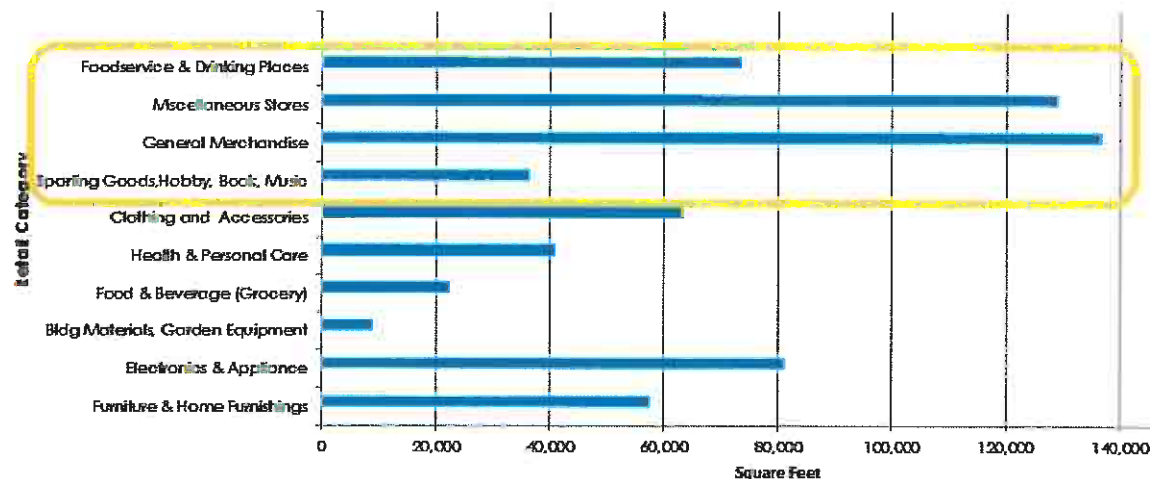
* Rents based on triple net lease.

Table 3.7 Catalyst Initiative 4:
Arts/Entertainment Gateway - Economic Impact Summary 2

Development Cost Estimate		
Property Purchase (Acquisition/Demolition)	\$1,851,300	\$5.00 \$/SF Land
On-Site Improvements (Surface Parking)	\$625,000	\$2,500 \$/Space
On-Site Improvements (Structured Parking)	\$0	\$15,000 \$/Space
Site Development/Infrastructure	\$1,110,780	\$3.00 \$/SF
Building Construction (Hard Costs)	\$12,397,532	\$111 \$/SF (Wtd. Avg. All Uses)
Construction Contingency	\$706,666	5% % of Construction Costs
Soft Costs (% of Hard Costs)	\$2,119,997	15% % of Hard Costs
Developer Profit	\$2,257,353	12% % of Total Costs
Total Project Cost	\$21,068,628	\$188.79 \$/SF
Development Economic Summary		
Total Project Value	\$17,601,160	
Total Project Cost	\$21,068,628	
Project Margin/"Gap"	(\$3,467,478)	
% Project Margin/"Gap"	-16%	
Potential Contributions to "Gap":		
Land Acquisition/Written down	\$0	0% of Land Cost
Site Improvements Contribution	\$0	0% of Total Site Costs
Supportable Property Tax TIF (15 Years)	\$2,900,000	0.015280 Total Property Tax Rate
Sales Tax Sharing	\$0	0% % of Local Sales Tax
Development Fee Waivers	\$0	
Federal/State/Local Grants	\$600,000	
Streamlined Development Approval Process	\$0	
Tax Credit Equity (LIHTC, Historic, New Market)	\$0	
Total Contributions to "Gap"	\$3,500,000	



10-Year Trade Area Retail Demand



Quick Summary

- Private sector perspective (developer)
- How much value can be accommodated on site? - \$17.6 million
- What will it cost? - \$21.1 million
- Does it generate a reasonable return? - 12%
- If not, what is the "gap", i.e., costs exceed value? - \$3.5 million
- What mechanisms are available to "fill the gap"? - Property Tax TIF, State/Local Grant, Opportunity Zone Program

IMPLEMENTATION INITIATIVES

The downtown, with its mix of both new and established businesses, could be a formidable economic engine, but its success will depend on delivery of a high-quality, consistently operated climate for investment, devoid of obstacles, and publicly supported for a sustained period of time. To this end, the Downtown Master Plan, and recommendations which follow, are intended to assist the city in prioritizing its resources. They were developed with consideration of both public and private sector interests, and an understanding of strategies necessary to overcome potential threats, and capitalize on identified opportunities.

As a core underpinning of a revitalized downtown Marshalltown, it begins with a discussion regarding the importance of regulations to protect the vision, and necessity for development standards that elevate market perceptions. This is followed by a description of market, physical, financial, political and organizational strategies to ensure stated objectives and desired outcomes are achieved.

Regulatory Initiatives

While the Downtown Master Plan will be of paramount importance as the guide for future growth in the downtown, it is a policy document. As such, it cannot ensure that the vision will be protected over the long-term. Those assurances are only available with the adoption of regulating documents such as an updated zoning and a building code with special considerations for the challenges associated with historic property redevelopment activities. Ideally, redevelopment plans and programs will be administered by specialists who understand the unique issues projects in these environments face. It would also be preferable if local leaders defined both new development and redevelopment policies that could be advanced in parallel, rather than in competition with each other, among them growth management practices that strengthen revitalization efforts in the core.

In addition to redevelopment-oriented regulations, this Plan recommends adoption of design standards for

developments in the downtown. The experience of many, if not most, communities involved in similar initiatives has shown that while a higher standard of development is essential in areas targeted for reinvestment, they should be calibrated to support desired uses and reflect intended outcomes. In addition, if employed during the early phases of the redevelopment effort, and determined to have a financial impact that renders a desirable project financially infeasible, the city should consider providing off-setting resources to fill any resulting economic “gap.” If established during a later phase, it is highly likely that market conditions will have reached a state of equilibrium wherein project revenues should be sufficient to cover this type of project cost. A more detailed discussion regarding the value of design standards and guidelines is presented in Appendix 3.

“Local authorities must be willing to see high quality urban (and architectural) design as a component of development strategies, including those which are conservation-led. Achieving this may require better publicity to be given to contemporary urban design success stories – nationally and particularly locally.”

- *Commission for Architecture and the Built Environment, London*

The public sector often sees development as a way of furthering the public interest – raising local tax revenues, creating other investment opportunities and supporting public services and those sectors of society poorly served by the market. The private sector is broadly influenced by demand for particular forms of accommodation, the cost and availability of financing, by the physical structure of the environment, and by the ability to secure all the necessary regulatory approvals without undue delay. However, good urban design offers the opportunity to give something to community and public interests, as well as to private promoters of schemes. Urban design, like architecture, is a public activity, with impacts felt in the public sphere and often well beyond a project boundary.

Market Initiatives

Two of the most significant challenges to community-led redevelopment initiatives are a lack of market information and market information that is inaccurate. Heightened access to multiple sources of information, online and in print, have left economic development professionals with both more informed and misinformed business prospects. While most of available data is at least partially accurate, some is not, and still other information published without appropriate context, can lead to misconceptions about a market's potential. An important early initiative will be to evaluate published information about Marshalltown, discern fact from fiction, and set the record straight.

Misconceptions can be unforgiving and difficult to reverse, especially among developers who promulgate inaccuracies and attribute this information to unfavorable policy decisions. Their perceptions, in particular, can lead to self-fulfilling prophecies about the potential of a community to become something else. With adoption of this Master Plan, it must be a "new day" in the minds of all advocates and stakeholders in the Downtown District

and community at-large. Further, the city cannot wait for investors to discover development opportunities in the District, and expect them to do their own homework. They should be proactive and present opportunities in the form of marketing and promotional materials which tell the area's "investment story."

Physical Initiatives

Physical improvements, public or private, roadway or building, are all signs that a community is moving forward and making progress. Since one of the primary obstacles to development in established areas is the condition and capacity of its existing infrastructure, investment activity in these locations tends to lag behind those in other parts of the community where property is often unencumbered and infrastructure is likely new. Infrastructure inadequacies are among those conditions which have the biggest impact on a project's economic feasibility. They can also be one of the more difficult challenges to elicit public support. Many elected officials think it is less fiscally sound to repair aging infrastructure in support of redevelopment, than build new infrastructure in support of new development. In reality, and as proven by multiple expert sources,

municipalities actually realize a higher return on investment from participation in redevelopment, rather than new development projects; and redevelopment projects have a more significant impact on property values among adjacent owners than do new development projects.

Structures within established areas, like its infrastructure, are also often aging and in some cases obsolete. Further, many were designed with the automobile in mind, resulting in a development form that is counter-productive in an environment to prefers a balance of vehicular and non-vehicular mobility. These conditions are further complicated by the fact that most real estate products are highly prescribed, making redevelopment solutions costly and susceptible to public opinion. Another early initiative of this Master Plan will be prioritization of public improvements that includes expenditures necessary to stabilize and protect existing investment, as well as attract new investment. Further, in addition to basic infrastructure and utility upgrades, precedence should be given to elements which enhance the area's visual appeal, and in so doing, its livability rating.

Financial Initiatives

Comprehensive and area-specific planning initiatives such as this one come at a time when demands on local government are high and resources limited. Regardless, they are essential for sustained growth and economic equality. Whereas the responsibility for facilitating new investment in a community has historically been borne by the public sector, so too should the responsibility for advancing reinvestment initiatives. In reality, redevelopment efforts are frequently more challenging, and often require more time and resources, at least during the early phases of the program. Project costs in infill, and particularly downtown settings, are also frequently higher, while early project revenues are typically lower; however, long-term returns are nearly always among the highest in the community.

An early and ongoing initiative of the Downtown Master Plan will be the provision of multiple resources to finance public improvements, and facilitate the delivery of meritorious private projects to the market. Whereas experience has shown that no one project, or no one source of

revenue, will be sufficient to complete a downtown's transformation, the public sector must provide the broadest possible range of resources possible, both monetary and non-monetary, with the greatest potential to impact a project's feasibility. Examples might include: site acquisition and write-down, building and facade improvement grants and low interest loans, start-up capital, loan pools, public dollars and benefits (opportunity zone, CDBG, state redevelopment programs, others), facility relocation assistance, and capital improvements.

Political Initiatives

As acknowledged above, local governments have the largest and longest-term interest and responsibility in a community's economic sustainability. Therefore, the city will need to have a visible presence, and provide ongoing and sustained public support for projects which meet the community's objectives for a revitalized downtown Marshalltown. Together, the city and its partners need to provide leadership and participate in advancing economically-challenged, yet desirable projects, by any means

possible and practical. Not only do they have the legal responsibility to address many of the implementation components of a redevelopment plan, they are also the logical conduit to local, regional, state and federal funding sources. When used strategically, these funds and their other resources can be used to leverage a heightened amount of early investment, while also catalyzing sustained levels of ongoing private participation. As important as the previously mentioned priority initiatives are, so too is the necessity for a city policy that expresses its ongoing commitment to redevelopment of the Downtown District, balanced growth management policies, and strategic public and private partnerships.

Organizational Initiatives

Organizational barriers can present challenges to redevelopment when there are either too many, or too few, entities charged or assuming specific roles in the process. When there are multiple entities, appointed and created, funded and unfunded, with and without specific controls and powers, collectively sharing concern for the same jurisdiction or

geography, efforts can become diluted and duplication is inevitable. It is also highly likely that disagreements will arise with regard to how specific issues are addressed and resources are expended. Conversely, when there are too few entities who can serve as advocates for redevelopment initiatives and assist with addressing the multiplicity of challenges, revitalization efforts can fail from sheer fatigue. An organizational audit will be an important priority initiative. It should involve identification of all groups and organizations with a role in downtown activities, definition of their jurisdictional boundaries, clarification of roles and responsibilities, investigation of funding source, and description of authorized powers. Every participant in the implementation process needs to understand their role, purpose, resources and objectives.

ON-GOING INVOLVEMENT

In addition to some of the potential threats to Marshalltown's success previously mentioned, is failure to continue communicating with those stakeholders who participated in the planning process, as well as those who did not. Whereas implementation of the

recommendations presented here will likely take several years to complete, it will require sustained commitments from numerous individuals, boards and commissions. It cannot be assumed that they will follow the city's and its partners' progress and recognize its accomplishments. These have to be shared, publicly and consistently, in order to ensure their ongoing support. Some of those groups that will need to be engaged beyond adoption of this Plan include:

Elected Officials and City Leadership – including the Mayor and City Administrator, along with members of the Marshalltown City Council and its Planning and Zoning Commission; and together with representatives from neighboring jurisdictions and the State (particularly when improvements occur within or adjacent to their boundaries or there are opportunities to share or leverage available resources).

Residents – located adjacent to downtown, so that they remain aware of policies and programs particularly related to compatibility among land uses, and the timing of planned improvements.

Development and Lender Communities – particularly developers so that they remain aware of city policies and incentives, along with changes in regulations and planned improvements to leverage the location and timing of private investment.

Business Community – commercial and industrial business and property owners so that they can plan for possible disruptions associated with capital improvements, as well as capitalize on these enhancements through marketing and promotion efforts.

Special Interests – including institutional interests such as representatives of school districts and churches in the area, Chamber of Commerce, and other special service organizations, especially those with opportunities for partnerships (programmatic, funding, building, other).

Table 3.8 High Priority Recommendations

RECOMMENDATION	RESPONSIBLE PARTY	PARTNERS
Existing and New Buildings, Redevelopment Sites		
1 Update City zoning code to better support Downtown Master Plan	City	NA
2 Finalize and adopt downtown design standards for the Registered Historic District and Main Street Central Business District	City	Main Street CBD, downtown property owners
3 Implement the "gateway" catalyst redevelopment projects located in the Opportunity Zone (S 3rd Ave., E Madison and Market Streets)	City	Main Street CBD, land and business owners, private developer/designer/builder
4 Undertake a site specific redevelopment study of the downtown Unity Point Health facility site in anticipation of future opportunities	City	Private developer/designer/builder
5 Redevelop vacant sites	Property owners, City	Main Street CBD, City
Movement, Connectivity and Parking		
6 Implement the recommendations of the Quiet Zone study to reduce negative impacts of freight train related noise	City	NA
7 Prepare a traffic engineering study of turning movements, traffic control needs and on-street parking accommodations associated with the conversion of Church and Linn Streets from one-way to two-way operations	City	NA
8 Install additional bike parking facilities within the Main Street Central Business District	City	Downtown business and property owners
9 Undertake an angled parking pilot study on Main Street	City	Downtown business and property owners
Gathering, Greening and Streetscape		
10 Install parking lot buffering / screening using decorative metal fencing and low-maintenance plantings	Property owners, City	Main Street CBD, Marshalltown Public Art Committee
11 Implement Library Corner Park at Linn and 1st Streets	City	Emerson, Main Street CBD, Library Board, Marshalltown Public Art Committee, Arts and Culture Alliance
12 Implement a pocket park along W Main Street	Main Street CBD, downtown property and business owners	City, Marshalltown Public Art Committee, Arts and Culture Alliance
13 Prepare a Downtown Street Tree Master Plan	City	
Organization and Administration		
14 Establish a formal, predictable source of funding for operations and maintenance of downtown gathering, streetscape and greening enhancements	Property and business owners, City	Main Street CBD
15 Engage MCBP's Promotion Committee to increase frequency and variety of downtown activities and events	Main Street CBD	Business and property owners, City, Marshalltown Public Art Committee, Arts and Culture Alliance
Activation and Events		
16 Undertake a weekly afternoon / evening event such as Date Night, Family Night, etc. to promote and support downtown visitation	Property and business owners, Main Street CBD	City, Marshall County

OPERATIONS AND MAINTENANCE OF PROPOSED STREETScape, PARKS AND GREENING PROJECTS

Over the course of the downtown master planning process strong community interest was expressed for improved lighting, street trees and plantings, public gather spaces, overall improvement to the downtown streetscape as well as more frequent activities and events. For example, of the 1,062 respondents of the downtown questionnaire, over half identified trees, public art, parking lot landscaping, parks and special events as important elements for improving downtown's attractiveness as a place to shop, work, live and socialize. Similar interest and support were expressed by the 180+ participants of the multi-day planning charrette. This input reinforced the analysis findings of the consulting team which determined the downtown environment to be (public realm) significantly lacking in these types of civic infrastructure.

While improving downtown's public realm is critical for its success and a top priority of the Downtown Steering Committee, so are the associated operations and maintenance. One

only has to examine the numerous public questionnaire comments concerning the "run down" condition of downtown's physical environment or the "lack of things to do besides going to bars" to understand that previous belt tightening and go it alone policies and practices haven't improved downtown's image or competitive advantage. With attractive, well maintained central business districts like Ames, Cedar Falls and Des Moines less than an hour away, Marshalltowners have a variety of available options for meeting their shopping, dining and entertainment needs. A key aspect of fulfilling the community's vision for a vibrant, beautiful and welcoming downtown must include investments in physical and organizational infrastructure.

Recognizing the continued pressure for City government to do more with less underscores the need for the private sector to step up and participate in the continued stewardship of downtown's success. Moving forward, a primary recommendation of this plan is for Marshalltown's downtown business and property owners to secure a permanent program and funding source for day-to-day operations and maintenance of district area streetscapes, park / public

gathering spaces and programming activities and events. At present there are at least three options for meeting these needs and each option has its' share of challenges. Options could include:

1. Funding through the City general fund with work being managed and performed by its Parks or Public Works Departments.
2. Funding through Tax Increment Financing with work being managed and performed by either the City's Parks or Public Works Departments or by a private contractor.
3. Establish a SSMID (Self-Supported Municipal Improvement District) that contracts with a private company.

As the primary mechanism for Iowa property and business owners to fund district-specific improvements and services, SSMIDS have proven highly successful for downtown business districts at a range of community scales from cities with populations as small as Spencer (11,500), to those as large as Cedar Falls (39,200) and Des Moines (204, 433). Hopefully, downtown business and property owners can look to the popularity and success of existing programs such as the hanging flower baskets, as a barometer of civic commitment and move forward in adopting a SSMID for Marshalltown's Central Business District. Regardless of the chosen funding path, this type of activity would need to be phased in over time in coordination with the implementation of improvements and frequency and scale of activities / events.

FUNDING

From the locally-based Martha-Ellen Tye Foundation to the National Endowment for the Arts, the City of Marshalltown has a strong tradition of pursuing and securing public and private/non-profit funding for the purposes of community investment, betterment, and overall impact. While all traditional and newly available funding streams must be considered for future development and redevelopment projects to alleviate associated funding gaps, special attention should be paid to the following funding opportunities.

Federal Opportunity Zone

Due to a portion of the study area's existing designation as a Federal Opportunity Zone, investment gains made within the Opportunity Zone boundary through a Qualified Opportunity Fund are eligible for tax deferment in accordance with the "Tax Cuts and Jobs Act of 2017." Multiple catalyst projects developed as a part of this Plan are located within the designated Opportunity Zone boundary and should be promoted locally, regionally, and nationally to Qualified Opportunity Funds as tax-advantaged

investment opportunities. Additionally, this Plan – or a portion of it – may be used as an investment prospectus for promoting Qualified Opportunity Fund investment in Marshalltown's Opportunity Zone boundary area.

State of Iowa-IEDA Funding

The Iowa Economic Development Authority's (IEDA) Community Catalyst Building Remediation program provides grants to communities for redevelopment, rehabilitation, or deconstruction of buildings to stimulate economic growth or reinvestment in the community. The City of Marshalltown was awarded \$1 million in special funding from IEDA through this program in 2019 and future projects eligible for funding should consider preparing pre-applications with a minimum request of \$25,000.

IEDA's Enhance Iowa Community Attraction and Tourism (CAT) grant program provides funding to assist communities with recreational, cultural, entertainment, and educational attraction projects that are available to the general public for use. The "festival park" concept included

in this Plan and other related public space and facility projects may be candidates for this competitive, vertical infrastructure funding program. A minimum of 65-percent of total project funding must be committed by non-state sources and the maximum project award is \$1 million. Applications are accepted on a quarterly basis by IEDA.

Tax Credit Opportunities

Because of Downtown Marshalltown's historic and existing mix of residential, commercial, industrial, and public space – and this Plan's recommendation for future mixed uses – all future development and redevelopment project proposals within the study area should be evaluated for their relevant tax credit eligibility on a project-by-project and site-by-site basis. This includes a combination of state and federal tax credit programs administered by various agencies (e.g. IEDA and Iowa Finance Authority) including housing tax credits, historic preservation tax credits, and brownfield and grayfield site redevelopment tax credits.

Other Funding Options

Other funding options include:

- Iowa Finance Authority - \$1 Million in low interest loans for downtown development
- IEDA facade improvement program
- Main Street Iowa \$75,000 challenge grants
- Local tax incentives, Tax abatement or TIF, including facade and code updates
- Other local recovery funds through the Community Foundation of Marshall County
- EDA program funding for project implementation in the Opportunity Zone

CONCLUSION

While the city started with the downtown in furtherance of their commitment to optimizing its development potential and fostering its recovery from the July 2018 tornado, knowledge gained during the planning process can be used to inform efforts in other parts of the community. Whereas properties in infill locations, compared to those

on the fringe or in greenfield settings, share many of the same physical constraints, they can benefit from several of the same resources and remedies. A significant benefit of strategic planning initiatives such as this one is that they foster a greater understanding of the challenges faced by both the public and private sectors. This understanding often leads to greater empathy and shared commitment to pursue solutions that are equitable to both parties.

Finally, redevelopment programs are widely understood to be undertakings that benefit not just the investment interests of owners in downtown, but also the community at-large. As such, they should be considered both a community development and economic development imperative. Many corporate site seekers place equal value on facility costs, wage rates, and available facilities, as they do visible public commitment to valued community assets. All too often communities focus their economic development efforts on industry growth and attraction initiatives, rather than improving and maintaining the very place they are attempting to attract these investors to.



Marshalltown's annual art festival draws thousands of people to the city and the downtown. Hosting additional events more frequently supports downtown's role as a local and regional destination, boosting spin off spending and strengthening community identity and pride.

CHAPTER 4

DOWNTOWN TODAY - 2018

MARKET
BUILDING USE
WALKING + BIKING
GREENSPACE
FORCES + ISSUES

With its diverse mix of uses, public spaces, old and new buildings, one way streets, on and off-street parking and full complement of travel modes, downtown is Marshalltown's most unique and complex environment. Analyzing the multiple functions, systems, forces and issues within downtown laid the technical foundation for planning and design explorations prepared during the 4-day community design charrette. Existing systems / elements examined during the planning process included:

- Previous related planning studies
- Real estate market, land values and utilization
- Building conditions, types, design, uses and coverage
- Street widths, directions, traffic volumes
- Walkability and bike facilities
- Parking on and off-street counts, restrictions, design
- Alleyways
- Streetscape
- Green space, plantings
- Zoning regulations and design standards
- Long-term funding, operations and maintenance of public realm

Table 4.1 Downtown Parcel Utilization

Land Use Type	Trade Area Demand (10 Year)	Downtown Marshalltown			
		Market Share		Absorption (Units/Sq Ft)	
		Low	High	Low	High
Residential (Units):					
Attached Ownership	372	15%	20%	56	74
Rental Apartments	428	15%	20%	64	86
Subtotal	800			120	160
Non-Residential (Sq Ft):					
Retail/Restaurant/Service	650,000	10%	15%	65,000	97,500
Office/Employment	662,000	10%	15%	66,200	99,300
Subtotal	1,312,000			131,200	196,800

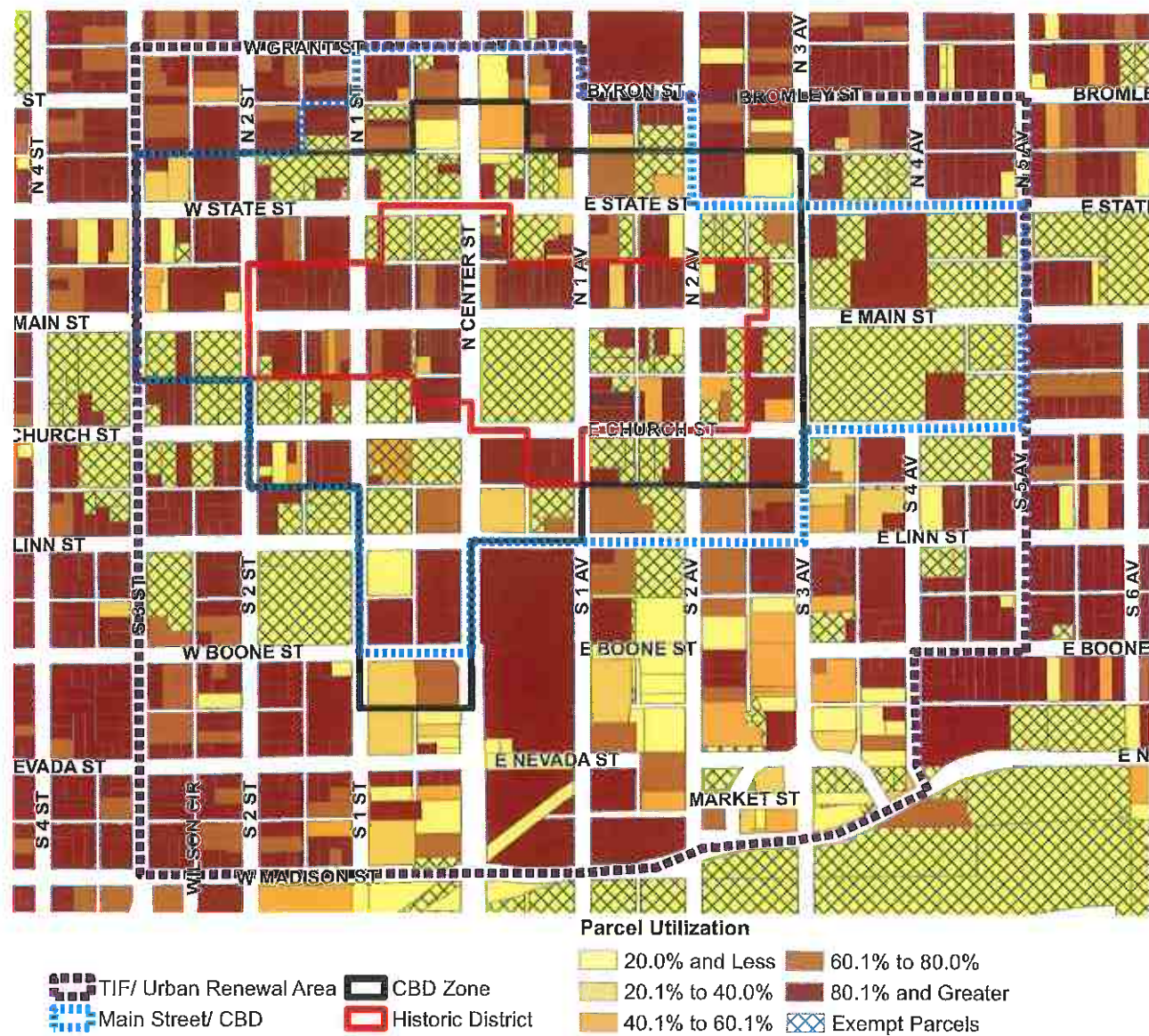
Source: Ricker | Cunningham.

This section of the Downtown Master Plan provides a brief overview of analyses efforts. The full analysis materials are provided in the Appendix.

Market

When it comes to planning for redevelopment and new uses such as shops, apartments, restaurants or professional offices, having current real estate projections provide a reality check, helping to balance creative vision with market reality. Table 4.1 summarizes a potential ten-year absorption for downtown housing, retail/commercial uses and the Utilization Map identifies parcel utilization based on US Census and ESRI data. This information played a role in exploring concepts for replacing buildings lost to the tornado as well as other opportunity sites in the downtown.

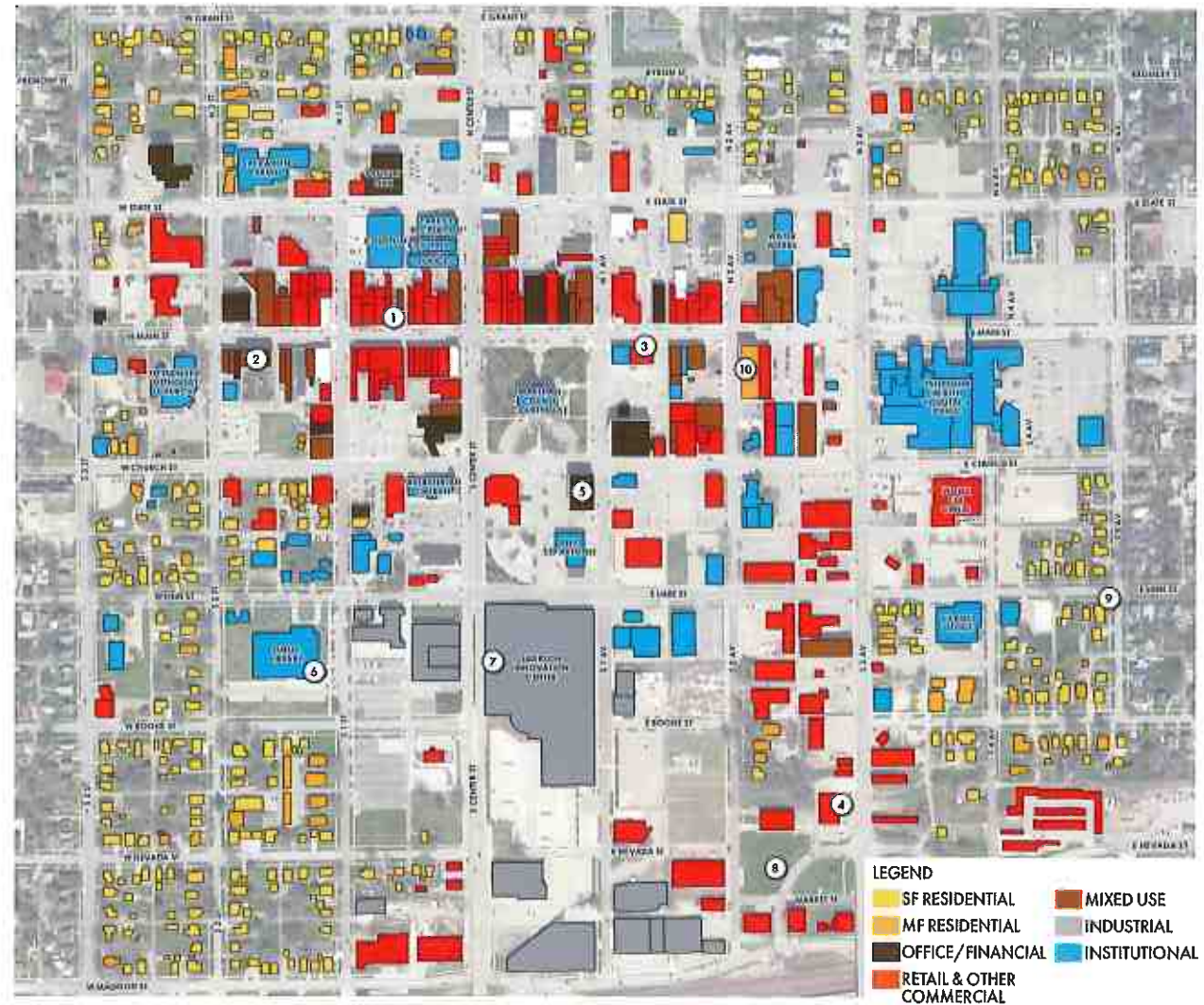
Figure 4.1 Downtown Parcel Utilization



Building Use

Due to the extensive nature of tornado-related building damage, assessment of existing downtown buildings was an ongoing task, with project base maps being updated multiple times during the planning process. A review of existing building use shows retail/commercial uses concentrated in the downtown core along Main Street and along the S 3rd Avenue corridor while industrial and technology-related uses are concentrated to the south of Linn Street. Institutional and public uses (with the exception of the County Courthouse and City Hall) occupy the perimeter of the downtown commercial core and older multifamily and single family uses located at the outer margins. Strategies and recommendations related to building uses are described in Chapter 2 of this Plan.

Figure 4.1 Downtown Building Use*



*Building status is rapidly changing and designations/status shown on maps may not be current as owners continue to evaluate building conditions and costs to repair.

Figure 4.3 How Far Could You Get Walking from Downtown?



Walking and Biking

As described in Chapter 2, walking and biking offer multiple benefits from improved health and wellness to reduced parking demand. Downtown has a good foundation for walkability, with generally flat terrain, interesting buildings, and a well-connected network of sidewalks. The red circles shown on the accompanying maps identify the distance a person could walk within five and ten minutes starting from W Main and Center Streets using a standard walking speed of 3 miles per hour (comfortable adult pace).

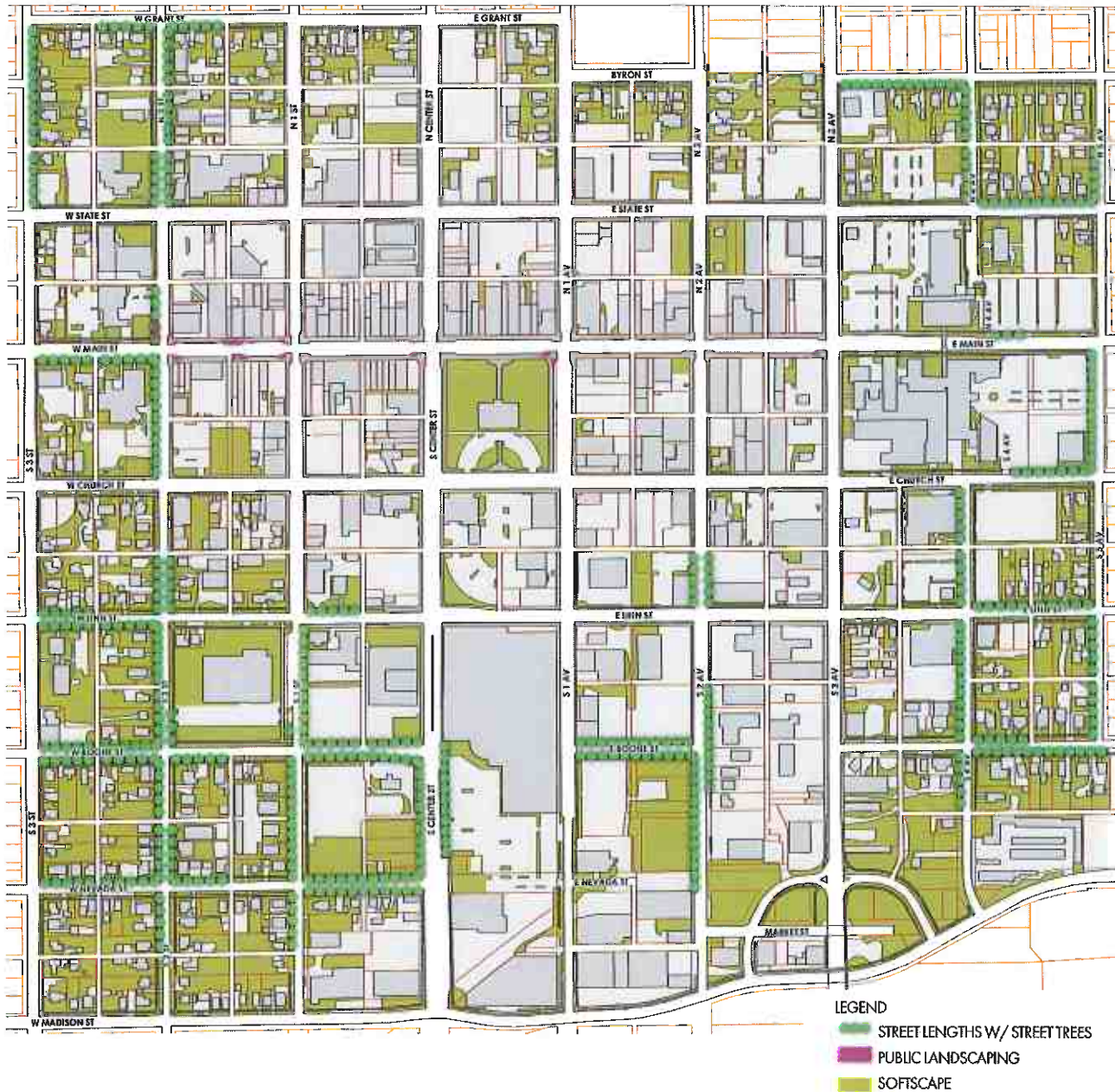
The smaller red ring is a 5 minute walk (a distance of $\frac{1}{4}$ mile), and the outer ring is 10 minute walk (distance of $\frac{1}{2}$ mile). While walking is accommodated, the quality of the walk is negatively affected by the lack of greenery, poor building conditions, numerous interruptions from parking lot driveways, etc. Investing in streetscape and greening improvements would help address these conditions and concerns.

Figure 4.4 How Far Could You Get Biking from Downtown?



Marshalltown has good conditions for bikeability, with a compact form that makes most of the city's destinations reachable within a short bike ride. Although a comprehensive network for bicycling is not currently in place, just a few improvements along key routes could really make a big difference in the city and in the connectivity to and from the downtown. The red circles shown here depict the distance that a person on a bicycle could easily reach within a five and ten minute ride from the intersection of Center Street and Main Street in downtown. The biking speed used for calculations is 10 miles per hour, a slow and comfortable pace for most adults. The smaller red ring is a 5 minute bike ride (a distance of $\frac{4}{5}$ mile), and the outer ring is 10 minute bike ride (a distance of about 1.6 miles) from Center and Main.

Figure 4.5 Downtown Hardscape/Softscape



Green Space

Downtown business districts have traditionally been concentrations of buildings, streets, alleyways, sidewalks and parking lots, and other than street trees or town squares, they have very limited green spaces. While downtown Marshalltown is no exception to this pattern, what would typically be the town square is occupied by the Marshall County Courthouse and parking lot. The downtown is also devoid of street trees. Even the recent Gallery Garden pocket park is primarily a hardscaped seating plaza. The Hardscape/Softscape Figure illustrates the distribution and extents of areas covered by lawn (approx. 68%) as well those streets hosting shade trees. As downtowns have embraced their roles as multifunctional centers for living, working, socializing, entertaining, and learning they have also begun to embrace the conversion of gray space to green space. Downtown Marshalltown's extensive network of wide streets, sidewalks, numerous parking lots and vacant and underutilized sites, offers ample opportunities for greening.

A related issue is the lack of an organization and funding stream focused on the operations and maintenance of greening and other streetscape enhancements. It will be important to coordinate future greening and public space improvements with the establishment of a related organization, program and funding.

Forces and Issues

The dominant forces affecting the downtown today are illustrated in the Forces and Issues figure. This figure summarizes key physical, organizational and political aspects of the downtown that informed this plan. The full extent of downtown analysis work can be found in Appendix 4

-  HISTORIC MAIN STREET/COURTHOUSE SQUARE WITH HIGH WALKABILITY
*RESTORATIONS, RENOVATIONS, AND MIXED-USE INFILL OPPORTUNITIES
-  SIGNIFICANT BUILDING LOSS AND SITE VACANCY
*EXPLORE REVITALIZATION WITH NEW DEVELOPMENT - AUTO AND WALK-UP
-  CONFUSING AND DISRUPTIVE ONE-WAY STREETS
*TRAFFIC LEVELS AND SPACE SUPPORT CONVERSION
-  MASTER PLAN FOR HIGHWAY 14/3RD AVE - COORDINATE AND INTEGRATE RECOMMENDATIONS WITH DOWNTOWN REVITALIZATION EFFORTS
-  PRIMARY AND SECONDARY GATEWAYS
-  OPPORTUNITY ZONE
-  POTENTIAL HOSPITAL REDEVELOPMENT SITE
-  BASIC/UNADORNED BRIDGES
*PLACEMAKING IDENTITY
-  ON STREET PARKING - DIFFICULT TO MANEUVER, LOW TURNOVER RATES, HIGHEST TRAFFIC COUNTS FOR EAST WEST STREETS
-  SURFACE PARKING LOTS UGLY AND IMPERVIOUS *NEED WAYFINDING AND SIGNAGE, LANDSCAPE AND LIGHTING ENHANCEMENTS
-  SIGNIFICANT LACK OF TREES AND GREEN SPACE
*MAJOR GREENING OPPORTUNITIES

Figure 4.6 Forces and Issues



