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

1. Years Of Service - August
   Ann Rolston - 10 years
   Vern Jefferson - 15 years
   Greg Pepper - 15 years
   Joa LaVille - 20 years

F. **CONSENT AGENDA**

1. Approve Minutes, July 22, 2019, And Bill List $2,582,750.77

   Documents:

   2019-07-22_Council-minutes.pdf
   2019-08-12_BillList.pdf

2. Receipt Of Civil Service New Hire Lists- Civil Engineer Assistant II And Street Mechanic

   Documents:

   08-12-2019_Civil EngAssistII New Hire List.pdf
   08-12-2019_Street Mech New Hire List.pdf

3. Appoint Cynthia Ragland To Fisher Center Board

Documents:

2019-08-12_Ragland,Cynthia - Fisher Center Board.pdf
rpt_BoardsRoster-Fisher Board.pdf

4. Appoint Jon Boston To Electrical Appeals Board

   Documents:

   2019-07-25_Jon Boston Electrical Appeals Board.pdf
   rpt_BoardsRoster-Electrical Appeals.pdf

5. RESOLUTION 2019-189 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1999 CHEVROLET, STREET DEPARTMENT

   Documents:

   08-12-2019_2019-_Declare Surplus Equipment 1999 Chev traded with purchase appv 12-10-2018 RES 2018-229.pdf

6. RESOLUTION 2019-190 REJECTING ALL BIDS AND AUTHORIZING THE RE-ADVERTISEMENT OF BIDS FOR THE WPCP PHASE III CONCRETE RENOVATION IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. WPC19001

   Documents:

   Bid Rejection.pdf

7. RESOLUTION 2019-192 APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2019 CHIPPING OF TORNADO RELATED TREE DEBRIS PROJECT

   Documents:

   Res Change order 2019.pdf

8. RESOLUTION 2019-195 APPROVING A LEASE AGREEMENT WITH UNION PACIFIC RAILROAD FOR THE BIKE TRAIL WEST OF 12TH STREET ON UNION PACIFIC RIGHT OF WAY

   Documents:

   08-12-2019_2019_Memo on Lease Agreement with Union Pacific Railroad for Bike Trail West of 12th Street.pdf
   212-94 Lease Agreement with Union Pacific Railroad for Bike Trail West of 12th Street.pdf
   08-12-2019_2019_Bike Path_UP ROW.pdf
   08-12-2019_2019-195_Res Approving Lease Agreement with Union Pacific Railroad for BIke Trail west of 12th Street (2).pdf

9. RESOLUTION 2019-196 AMENDING THE CITY OF MARSHALLTOWN PROJECT IN THE MARSHALL COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN TO INCLUDE A TORNADO SHELTER AT WEST END PARK

    Documents:

    Res for Amend Hazard Mit Plan West End Park.pdf

10. RESOLUTION 2019-197 APPROVING CONTRACT CHANGE ORDER #2 FOR THE WPCP BIOGAS ENGINE REPLACEMENT PROJECT # 52015014 A DECREASE OF $12,000.00

    Documents:

    WPCP Change order.pdf
    CO-2 MWPCP 2019-0219 Biogas Const C-941 Change Order.pdf

11. RESOLUTION 2019-205 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE WPCP BIOGAS ENGINE REPLACEMENT PROJECT 52015014 FOR FOX ENGINEERING ASSOCIATES, INC AN INCREASE OF $12,000.00

    Documents:

    Fox Engineering change.pdf
    FOX Amendment 2 (E-500).pdf

12. RESOLUTION 2019-198 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE WPCP BIOGAS ENGINE REPLACEMENT, BEING PROJECT NO. 52015014, WITH A FINAL PROJECT COST IN THE AMOUNT OF $853,758.80

    Documents:

    Res Completion.pdf
    Marshalltown Statement of Final Completion.pdf
    08-12-2019_2019-198 Marhsalltown Biogas Gen- Final Completion Memo.pdf
    Marhsalltown Biogas Gen- Final Completion Memo.pdf

13. RESOLUTION 2019-199 APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) $18,918.00 SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY

    Documents:

    MPD Byrne JAG Funding Memo FY 19 20.pdf
    08-12-2019_199_PD Byrne JAG-Res.pdf

14. RESOLUTION 2019-203 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE FAHRNER ASPHALT SEALERS MICROSURFACING PROJECT, BEING PROJECT NO. STR18001, WITH A FINAL PROJECT COST IN THE AMOUNT OF $356,332.12

    Documents:

    Memo_Statement of Completion.pdf
    Fahrner Complet.pdf
    Res Completion Micro.pdf

G. **MOTIONS**

1. Approve Alcohol License, 13th Street District, September 13
   The council previously authorized alcohol in the area, see attached Resolution.

   Documents:

   06-24-2019_2019-129_SIGNED RES ALLOWING OPEN CONTAINERS 13TH ST DISTRICT EVENTS.pdf
   PKT 13th Street District - Harvest Market - Alcohol Application 9.13.19.pdf

2. Approve Outdoor Service Area, THE918, 918 N 4th Ave, August 24-25 Event

   Documents:

   PKT OutdoorServiceTHE918 and map Aug24-25.pdf

H. **RESOLUTIONS**

1. RESOLUTION 2019-191 AUTHORIZING THE PURCHASE OF PROPERTY AT 105 NORTH 6TH STREET

   Documents:

   ZIEL AGREEMENT.pdf
   Res to Purchase 105 N 6th St.pdf

2. RESOLUTION 2019-193 AWARDING BANKING SERVICES FOR A PERIOD OF FIVE YEARS AND COMMENCING NO LATER THAN SEPTEMBER 11, 2019

   Documents:

   Resolution Awarding Banking Services for a Period of Five Years and Commencing No Later Than September 11, 2019.pdf
   Banking Services Memo.pdf
   Banking Services Agreement Aug 2019.pdf

3. RESOLUTION 2019-194 AWARDING THE BID FOR THE

ASBESTOS ABATEMENT AND DEMOLITION OF NINE RESIDENTIAL PROPERTIES TO LANSING BROTHERS CONSTRUCTION COMPANY INC. AT A COST OF $138,650

Documents:

Res Awarding Abatement Demo Bid.pdf
2019 Res Demo.Abatement Bid Tab.pdf
Asbestos Remediation and Demolition Agreement.pdf

4. RESOLUTION 2019-202 ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT AND BOND WITH CALIBER CONCRETE FOR THE ANSON PARK PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. PRK19001 IN THE AMOUNT OF $175,911.95

   Documents:

   08-12-2019_2019_Memo on Contract for Anson Park Improvements.pdf
   08-12-2019_118742 Contract Anson Park.pdf
   08-12-2019_118742 Recommendation of Award Anson Park.pdf
   08-12-2019_118742 BId Tab Anson Park.pdf
   08-12-2019_2019-202_Res Auth Award of Bid Approve Contract Bond Anson Park_PRK19001.pdf

5. RESOLUTION 2019-204 APPROVING AN AGREEMENT WITH BOLTON AND MENK FOR THE PRELIMINARY PLATTING OF 73.76 ACRES OF CITY-OWNED LAND NORTH OF MARION STREET

   Documents:

   Res Approving Agreement for Prelim Plat for Bypass Road.pdf
   Memo on Prelim Plat Agreement.pdf
   2019.8.8 - Edgewood Preliminary Plat Agreement.pdf

6. RESOLUTION NO. 2019-206 Setting Date For Public Hearing On A Development Agreement With Flint Hills Holdings, Including Economic Development Payments In An Estimated Amount Not To Exceed $_____

   Documents:

   SetHrngRebateAgmtFlintHillsHousingMarshalltown422742-36-v1.pdf

7. PUBLIC HEARING AND RESOLUTION 2019-200 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARSHALLTOWN WATER WORKS, TO THE PROPERTY DESCRIBED HEREIN, 707 S 4TH ST AND

AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

Documents:

ADOPT TENT REST SALE PROPERTY WATER WORKS 707 S 4TH ST.pdf

8. PUBLIC HEARING AND RESOLUTION 2019-201 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO DAN OSWALD TO THE PROPERTY DESCRIBED HEREIN, 108 N 7TH AVENUE, AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

   Documents:

   ADOPT TENT REST SALE PROPERTY DAN OSWALD 108 N 7TH AVE.pdf
   07-22-2019_2019-170_OSWALD BID.pdf
   07-22-2019_2019-170_108 N 7TH AVE SALE NPH .pdf

I. **DISCUSSION**

1. 12th Avenue Shared Use Path Project Update
2. Addition Of Planner Position To Housing & Community Development Department

   Documents:

   CC Memo Planner Addition.pdf

J. **PUBLIC COMMENT**

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

K. **CLOSED SESSION - PENDING LITIGATION**

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

Motion following closed session directing staff to proceed as discussed during closed session.

L. **ADJOURN**

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

Council Proceedings
July 22, 2019

Mayor Greer called the meeting to order at 5:30 PM, July 22, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Gowdy, Hoop, Isom, Lamer, Martin, Wirin. Absent: Cahill.

CONSENT AGENDA: Wirin moved to adopt the consent agenda: Approve Minutes for 7/8/2019, Bill List Of $1,832,156.31; Approve May 2019 Financial Statements; Boards & Commissions: Reappointments: Library Board, Maureen Lyons, term expires 7/1/2025; Housing Appeals Board, Karen Shipley Cooper, term expires 9/1/2025; Solid Waste Commission, Merrill Price, term expires 9/1/2025; Accept Resignation from Julie Squiers for the Fisher Center Board; Receipt Of Board & Commission Members Vacancy List: Fisher Center Board; Vacant - one public member, indefinite term; Solid Waste Commission; Vacant - two public members, five year terms; Electrician Examining Board Vacant - licensed journeyman, three years term, Vacant - licensed as restricted, three years term, Vacant - licensed contractor, three years term; Public Housing Advisory Governing Board, Vacant - Resident Advisory Board member, one year term; Dangerous Building Board of Appeals Vacant - one public member, term is indefinite; Electric Appeals Board, Vacant - three public members, six year terms; Housing Appeals Board; Vacant - one member, indefinite term with Required experience: Iowa Registered Architect or Engineer; Uniform Building Board of Appeals; Vacant - one member, five year term; RESOLUTION 2019-162 TRANSFERRING FUNDS FOR FISCAL YEAR 2018-2019; RESOLUTION 2019-163 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1978 CASE BACKHOE AND A HYDRAULIC PAVING BREAKER; RESOLUTION 2019-164 APPROVING QUOTE AND AWARD TO HAY CONSTRUCTION SERVICES, INC. FOR THE INSTALLATION OF THE CITY HALL WEST ANNEX WALL IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF $71,845.00; RESOLUTION 2019-165 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE 2014 SANITARY SEWER REHABILITATION PROJECT # 59014007 FOR FOX ENGINEERING ASSOCIATES, INC AN INCREASE OF $14,303.00; RESOLUTION 2019-166 AUTHORIZING THE PURCHASE OF A FALCON ASPHALT RECYCLER & HOT BOX TRAILER FOR THE STREET DEPARTMENT, FROM FOR THE PRICE OF $32,375.00; RESOLUTION 2019-167 APPROVING QUOTE AND AWARD TO CIRO DIIORIO MASONRY & LANDSCAPING FOR THE REPAIR OF THE SALT STORAGE BUILDING PROJECT TOR18018 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF $99,090.00; RESOLUTION 2019-168 APPROVING QUOTE AND AWARD TO CLEAR SPAN FABRIC STRUCTURES INTERNATIONAL FOR THE SALT STORAGE BUILDING REPAIR PROJECT TOR18018 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF $92,950.00; RESOLUTION 2019-173 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE IOWA RIVER TRAIL PHASE 3, BEING PROJECT NO. TRL17001, WITH A FINAL PROJECT COST IN THE AMOUNT OF $224,671.20; RESOLUTION 2019-174 APPROVING CONTRACT CHANGE ORDER #1 FOR THE IOWA RIVER TRAIL PHASE 3 PROJECT #TRL17001 A DECREASE OF $20,666.65; Renewal Liquor Licenses (September) ; Wal-Mart Supercenter #581, 2802 S Center St; Casey's General Store #3508, 108 Iowa Ave W; Calvin Rockett, 2013 South Center St; La Raza Taco Shop, 822 North 3rd Avenue; Totem Bowl, 1101 S 6th Street; second by Isom. Motion carried 6-0.

RESOLUTIONS

Isom moved to adopt RESOLUTION 2019-169 APPROVING THE CREATION OF A FULL-TIME TRANSIT OPERATIONS ASSISTANT II IN FISCAL YEAR 2019, second by Wirin. Resolution adopted 6-0.

Isom moved to adopt TENTATIVE RESOLUTION 2019-170 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED, 108 N 7th AVENUE, FROM THE CITY OF MARSHALLTOWN, IOWA TO DAN OSWALD, second by Lamer. Resolution adopted 6-0.

Gowdy moved to adopt TENTATIVE RESOLUTION 2019-171 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED, 707 S 4TH STREET, FROM THE CITY OF MARSHALLTOWN, IOWA TO MARSHALLTOWN WATER WORKS, second by Wirin. Resolution adopted 6-0.

Martin moved to adopt RESOLUTION 2019-172 TO APPROVE FEDERAL GRANT AGREEMENT #3-19-0058-016-2019 TO CONSTRUCT T-HANGAR: PHASE 1 FOR THE MARSHALLTOWN MUNICIPAL AIRPORT PROJECT ARP19001, second by Lamer. Resolution adopted 6-0.

Wirin moved to approve both Building Code And Facade Grant Items for 30 W Main Street, Resolution 2019-175 To Approve Code Building Upgrade At 30 E. Main Street and Resolution 2019-176 To Approve Facade Application At 30 E. Main Street, as one item, second by Isom. Motion carried 6-0. Wirin moved to adopt both Resolutions, second by Isom. Resolutions adopted 6-0.

Lamer moved to adopt the Resolutions approving the following Police And Fire Building Change Orders: RESOLUTION 2019-177 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 $468.56; RESOLUTION 2019-178 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#21-1 FIRE SUPPRESSION FOR BLACKHAWK AUTOMATIC SPRINKLER A DECREASE OF $193.15; RESOLUTION 2019-179 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC A DECREASE OF $1,360.50; RESOLUTION 2019-180 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE A DECREASE OF $3867.38; RESOLUTION 2019-181 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN FABRICATORS A DECREASE OF $16,373.11; RESOLUTION 2019-182 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF $14,911.91; RESOLUTION 2019-183 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS,CURTAINWALLS GLAZING FOR FORMAN FORD AN INCREASE OF $18,678.64; RESOLUTION 2019-184 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. A DECREASE OF $618.00; RESOLUTION 2019-185 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC. AN INCREASE OF $6143.00; RESOLUTION 2019-186 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-3 PAINTING FOR HEARTLAND FINISHES AN INCREASE OF $3798.65; second by Gowdy. Resolutions adopted 6-0.

PUBLIC HEARING

Mayor Greer called the public hearing open at 5:53 PM for the plans and specifications for the WPCP CONCRETE REPAIR PHASE 3 Project WPC19001. There were no written or public comments. Superintendent Ranson explained the project replaces concrete laid in 1938. Mayor Greer closed the public hearing at 5:55 PM.

Wirin moved to adopt RESOLUTION 2019-187 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WPCP CONCRETE REPAIR PHASE 3 PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. WPC19001, second by Martin. Resolution adopted 6-0.

Mayor Greer called the public hearing open at 5:56 PM for the plans and specifications for the ANSON PARK Project PRK19001. There were no written or public comments. Bolton & Menk's Landscape Architect Casey Byers was present to answer questions. Mayor Greer closed the public hearing at 5:57 PM.

Gowdy moved to adopt RESOLUTION 2019-188 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE ANSON PARK PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK19001, second by Isom. Resolution adopted 6-0.

ORDINANCES

Mayor Greer called the public hearing open at 5:57 PM for the plans and specifications for adopting codes by reference relating to building codes. There were no written or public comments. City Administrator Kinser summarized the references and indicated the City is now on the same code edition as the State. Staff have made amendments outlined in the ordinance, authorized by council. Mayor Greer closed the public hearing at 5:58 PM.

Lamer moved to adopt the third reading and Ordinance 14984 Adopting 2015 Building Code, second by Wirin. AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 THEREOF ENTITLED "BUILDING CODE," CONSISTING OF THE INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 IN LIEU THEREOF ENTITLED "BUILDING CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE 2015 EDITION, INTERNATIONAL RESIDENTIAL CODE 2015 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING BUILDING CONDITIONS AND REQUIREMENTS IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUILDING DEPARTMENT AND PROVIDING FOR A BUILDING OFFICIAL THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE

ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH. Third reading and Ordinance adopted 6-0.

Mayor Greer called the public hearing open at 5:58 PM for the plans and specifications for adopting codes by reference relating to fire codes. The clerk received one written comment against open burning provisions from Sally Wilson. Sally Wilson and Linda Clark commented against the open burning provisions. Fire Chief Rierson reviewed the code references. The council made amendments to the open burning provisions. Mayor Greer closed the public hearing at 6:08 PM.

Wirin moved to adopt the final reading and Ordinance 14985 Adopting 2015 Fire Code, second by Isom. AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 91 THERE OF ENTITLED "FIRE PREVENTION CODE," CONSISTING OF THE INTERNATIONAL FIRE CODE (IFC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 91 IN LIEU THEREOF ENTITLED "FIRE PREVENTION CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL FIRE CODE 2015 EDITION, INCLUDING APPENDICES A, B, C, D, E, F, G, H, I, J, K, L, AND M AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING CONDITIONS HAZARDOUS TO LIFE AND/OR PROPERTY FROM FIRE OR EXPLOSION IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REGULATION THE PROHIBITION, STORAGE, HANDING AND USE OF FLAMMABLE OR COMBUSTIBLE OR HAZARDOUS MATERIAL, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH. Third reading and Ordinance 14985 adopted, 5-1, with Hoop opposed.

Martin moved to adopt the third reading of and ORDINANCE 14986 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA, second by Isom. Ordinance 14986 adopted 6-0.

DISCUSSION:

The council discussed proceeding with the quiet zone study, looking at four major crossings at grade level. The council expressed interest in holding a public meeting and conducting online surveys to gather more information.

Public Works Director Nickel updated the council on the 12th Avenue Shared Use Path, which was noted as a council priority and to provide safety for pedestrians. 12th Avenue abuts both industrial and residential areas. Proposed width of path is 8' wide from Anson Street south to Emerson's entrance south of Olive Street, 5' wide on 17th Avenue south to Olive Street, and 5' wide on Olive Street from 17th Avenue to 12th Avenue. The city is responsible for maintenance of and clearing of paths 8' wide and over, which includes the entire length of 12th Avenue. The adjacent property owners are responsible for maintenance of and clearing of paths and sidewalks less than 8 feet wide. Initial work concluded the sidewalk is more appropriate to be built on the east side of 12th Avenue, due to residential obstacles on the west side. The city held a meeting for the impacted property owners. Several have stated opposition to the industrial area having the path, citing safety issues with industrial traffic. Comments against included Steffens, Kilstroms, and Gary Thompson. Thompson suggested moving the 17th Avenue halfway house, which appeared to benefit for installation of the path. The council discussed additional users for the path, including eventual sidewalk access to the soccer field on S 18th Avenue. Nickel stated all properties require temporary easements with most requiring permanent easement for construction of the paths. Lamer stated he was opposed to use of eminent domain, that in his experience, it is possible to come to an agreement with eminent domain. Nickel stated it was his intent to fairly negotiate with the property owners, and in his experience eminent domain is a fair process for both the city and property owners, utilizing outside persons to assign value to the property requested for the project. Nickel asked the council to consider a resolution providing for the use of eminent domain at the next meeting, to hedge against any negotiation opposition. (Postscript note: halfway houses are not allowed in residential zoned districts)

The council reviewed the incentives available to property owners within the Urban Renewal Area No 4, also known as the Downtown Area, as requested by Lamer, for discussion of ways the City can support facades and code compliance for new buildings, through a similar program as the MCBD's façade and code compliance grant programs.

PUBLIC COMMENT:

There were no comments from the public.

ADJOURNED:
The meeting adjourned at 7:48 PM

Respectfully submitted,

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____

ATTEST: Joel T.S. Greer, Mayor

_____

Shari L. Coughenour, CMC, City Clerk

Advertising

McClure.Engrg/1	28,760.89

Buildings/Improvements

BLACK.HAWK.ROOF/1	6,359.30
BLACKHAWK.SPRNK/1	1,810.32
DeVries.Electri/1	17,900.82
Forman.Ford/1	9,739.40
Hilsabeck.Schac/1	21,388.30
Story.Constr/1	14,044.26
TONYS.PLUMBG/1	1,524.89

Consulting & Professional Fees

AHLERS.COONEY/1	55.00
Bernie.Lowe/1	3.24
Bernie.Lowe.Asc/1	336.16
Bolton&Menk.Inc/1	11,910.00
Calhoun-Burns/1	1,232.60
CGA.Assoc/4	32,989.82
Construct/1	36,100.00
DTN.LLC/1	551.00
Grimes.Buck.Sch/1	2,910.00
GTG.Architects/1	21,423.50
HDR.Engrg/1	7,858.50
Hopson.J.Robert/1	400.00
Howard.R.Green/1	11,179.21
Lynch.Dallas.PC/9	3,645.34
Marco.Holdings/3	2,490.00
RDG.Planning/1	19,986.50
Stanley.Consult/2	3,487.50
Story.Constr/1	29,450.60
Verizon.Wirelss/1	50.00
Wellmark.Inc./1	10,809.76
WHKS.Co/1	8,373.80

Contracts

AAA.Septic/1	85.00
AlliantEnergy/1	784.00
Andrews,J/1	150.00
Aramark.Unfrm/3	59.04
ARL/1	4,333.33
Bacon,D/1	300.00
Bacon,K/1	75.00
BDH/8	5,925.50
Bohan,M/1	100.00
Broshar,M/1	75.00
BW.CONTROL.SPEC/1	250.00
CedarCo.Clerk/1	2.00
CONSOLIDATED.FL/1	2,151.75
Construct/1	300,098.80
Engineered.Equi/1	18,103.06
Fisher.Comm.Ctr/1	8,333.33
Gilbertson,R/1	100.00
HANSEN,J/3	1,851.00
Iowa.One.Call/2	363.40
Koch.Office/1	16.02
M.C.S.D./2	969.23
Marco.Holdings/1	75.00
Marsh.Co.Landfi/12	1,491.05
Mediacom/1	29.00
Mid.Iowa.SolidW/1	7,305.00
MMIT.INC/1	139.73
Mtwn.Aviation/1	642.00
Mtwn.Wtrwrks/1	261.28
Pietig,C/1	250.00
Premier.Equip/8	3,181.21
Racom.Corp/3	7,230.50
RICOH.USA.INC/4	113.25
Schendel.Pest.C/1	25.00
Schumacher.Elev/2	434.11
Stone.Sanit/6	1,222.70
Stonej/1	150.00
Structural.Engr/2	5,970.00
Swaim,N/1	150.00
Tyler.Technolog/2	2,700.00
Xerox.Corp/2	128.03

Debt Service

CRBT/2	8,707.57

Equipment/Minor

Ziegler/1	2,764.94

Medical

Bernie.Lowe/1	109.02
HARTFORD.ACCTS/1	6,940.44
Medtrak.Service/3	999.66
Occ.Med.Plus/1	132.00
Wellmark.Inc./4	164,037.85

Payroll.Deductions

American.Educa./2	128.82
AXA/2	650.00
Collection.Svs./10	2,650.32
Colonial.Life/2	1,044.42
Entenmann.Rovin/1	20.50
Fidelity.Securi/4	825.38
Fire.Union.Dues/2	1,200.00
Galls.LLC/1	105.16
I.M.W.C.A/1	5,811.00
I.P.E.R.S./6	75,869.79
I.R.S./12	176,704.50
IA.Treasurer/10	46,009.10
IA.Workforce/1	536.00
ICMA.457/23	42,236.22
IUPAT.PPME/1	950.96
M.F.P.R.S.I./4	114,843.77
Meskwaki Nation/1	267.69
Teamsters238/2	1,674.08
Texas.Child.Sup/4	505.14
TotalAdmin.Serv/9	17,720.86
UAW.Local 893/1	148.48
United.Way/4	814.78

Payroll.Net

Payroll/1	632,291.73

Refund/Reimbursed

Albee,D/1	82.35
Alcala,J/1	62.67
AlliantEnergy/1	-1,068.33
Andrade,M/1	38.68
Clawson,J/1	31.33
DeRuiter,K/1	49.90
Erom,C/1	21.66
Ferrin,K/1	55.71
GOODING.B/1	828.29
IA.Treasurer/1	1,391.00
Janssen,S/1	42.00
Klass.K/1	82.35
Larkin,J/1	378.10
Matlock,J/1	62.67
Miller,G/1	70.50
SanchezCervtesA/1	125.00
Steckly,J/1	21.76
Tafolloah,A/1	70.50
Wellmark.Inc./1	-20,723.60
WILDER,M/1	60.45

Rents/Leases

Ackley.Housing/8	1,477.00
ALCALA,R/1	194.00
AMES,STEVEN/18	4,836.00
Barnes,L/1	275.00
BJ&J.LLC/2	373.00
BLOOD,A/1	529.00
Borota,K/1	347.00
BOULDER.COOP.HS/3	466.00
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
Chadderdon,A/1	322.00
Charlier,Q/1	148.00
CIRSI/6	725.00
City.Davenport/1	788.00
CLAWSON,J/1	310.00
CMHC.INVEST/1	294.00
CROSSER,R/1	132.00
Eakin,R/1	176.00
ECKLOR,S/3	776.00
Elwayne.Inc./1	466.00
Etter, W/1	482.00
Eubanks,C/3	829.00
Farrell.Propert/7	1,811.00
Fischel.Holding/2	386.00
Frese.Propts/3	653.00
FRIEND,T/1	244.00
Friendly.Valley/3	370.00
Gonzales,G/1	323.00
Grant.Park.LLC/19	4,076.00
Gray,D/1	459.00
Hala,J/4	1,667.00
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/3	945.00
Hilltop.Village/5	844.00
HOBSON,W/1	168.00
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/4	768.00
Iowa.PheasantAp/1	266.00
Jared,S/2	413.00
JBI.COOP.Assn/4	846.00
Judge,M/8	1,942.00

Landherr,J/1	415.00
LAWSON,R/2	350.00
Lawthers.Prop.M/2	1,035.00
LUENSE,B/4	1,097.00
MATNEY,L/1	264.00
Mtwn/Westown/18	3,748.00
MURPHY,P/1	184.00
Natl.Mngmt.Corp/3	823.00
NAUGHTON,R/1	825.00
North.Tama.Hsg/2	377.00
Oetker,D/3	519.00
Palisade.Holdng/1	208.00
Park.Elms,LLC/4	1,019.00
Polley,M/1	670.00
Premier.RE.Mgmt/2	917.00
PYLE,D/2	552.00
RA.Rental.Prop/1	364.00
RD.Toledo,LLP/1	536.00
Ream,AJ/1	421.00
Reed,T/9	3,039.00
River.Birch/2	409.00
River.Oaks/7	1,882.00
S.E.Invst/3	674.00
Schmidt,M/1	241.00
SCOTT,L/1	384.00
SESKER,R/1	192.00
Specht,D/1	390.00
Specht,G/1	270.00
Squire,B/1	234.00
Steelsmith,G/4	750.00
Sunrise.Apt/2	150.00
Switzer,T/1	187.00
Tallcorn.Tower/15	3,872.00
TAYLOR,M/1	203.00
Titus,T/1	314.00
TOWN.APARTMENT/4	551.00
TREVRON,LLC/1	326.00
Troutner,T/1	172.00
TTLC.Hsg/2	406.00
VanVoorst,M/1	222.00
VEST,L/1	329.00
WARREN,C/1	216.00
Weatherly.Erin/2	847.00
ZA.Properties/1	495.00
ZMOLEK,M/1	257.00

Service/Repairs

AbarrotesLaSald/1	8,500.00
Accent.Drywall/1	435.00
AG.LIME.TRUCKG/7	3,480.00
Aponte,M/1	27.00
Beecken,H/4	1,485.00
BG.HVAC.INC/1	98.00
Brycon,LLC/1	7,178.87
CedarRapidsHsg/1	39.39
Century.Link/80	1,575.93
Cert.Pwr.Inc./1	708.92
Ciiro.Dilorio.M/1	49,545.00
City.Davenport/1	39.39
Clemons.Inc./2	840.00
Constr.Material/1	2,641.25
Construct/1	42,548.96
Danner,M/1	7.00
Devig,T/11	931.30
Dirt.to.Turf/3	3,020.00
DUERSON.CORP/2	149,330.00
Engineered.Equi/1	600.00
FEAGAN,C/1	30.00
FedEx/1	73.86
Gale-Hazen,E/2	165.00
Gale-Hazen,K/2	165.00
Garling.Constr/1	831.00
Gonzalez,V/1	10.00
Grauberger,S/1	60.00
Hannam.Autom/1	384.00
Hardin.Co. Recr/1	7.00
Hartwig.Plmbg/4	655.21
Heart.of.Iowa/6	812.34
Hsg.Auth.CookCo/1	39.39
Hsg.Auth.Joliet/1	75.70
Hsg.St.Cloud/1	39.39
IA.Treasurer/2	15,153.00
Independent.Ins/1	5,336.84
Jensen.Inc/1	199.50
Kapaun.Brown/1	80.00
Kiwanis.PM/1	825.00
KROENER,L/1	50.00
Ledford,M/4	1,115.00
McAtee.Tire/6	423.40
Medical.Claims/1	73,374.57
Moran-Million,J/1	25.00
Moreno.Constr.L/1	1,862.00
Mtwn.Aviation/2	1,974.77
Mtwn.Wtrwrks/3	8,368.13
ONE.SOURCE/1	25.00
Ortega,R/2	33.50
Overhead.Door/1	260.00
Palmers.Family./1	891.00
Plastic.Recycli/1	111.00
Racom.Corp/3	13,847.07
Sandry.Fire.Sup/10	679.26
Scharnweber.Wtr/1	27.00
Science.Center/1	77.00
Scroggins,J/1	100.00
Tama.Co.Recordr/3	21.00
Thermo.King/1	231.68
Tuttle.Plmbg/1	2,621.20
US CELLULAR/1	261.16
Verizon.Wireles/7	514.06
WICKHAM,M/1	330.00

Supplies/Parts

Acco.Unlimited/2	3,415.81
Adland.Engrvg/1	55.60
AlliantEnergy/1	925.67
Arnold.Motor.Su/28	1,961.02
Atlantic.Bottli/2	1,192.62
Barco.MuniProd/3	1,706.94
BDH/3	546.90
Best.Cob.LLC/1	325.00
BG.HVAC.INC/1	25.00
Biller.Press/1	234.70
Bituminous.Mat/5	2,349.03
Browns.Shoe.Fit/2	229.50
Century.Laundry/1	144.92
Cessford.Constr/1	297.28
City.Laundering/12	873.36
Clemons.Inc./1	560.00
Cntrl.IA.Farm/1	378.00
Cntrl.Office/2	20.31
Concrete/5	1,317.79
Crescnt.Electrc/3	3,163.46
Cummins.Service/2	98.54
Dale,S/2	13.63
Dave.WrightCDRJ/1	322.20
Diamond.Vogel/7	527.57
Digital.Ally/1	245.00
Electric.Pump/1	2,904.79
Engineered.Equi/2	4,250.95
Ethington.Htg/1	8,940.00
Eurolins.Test/3	176.40
Fastenal.Co/9	150.00
FBINAA/1	90.00
Fisher,A/1	13.12
Foremost.Promo/1	175.00
Galls.LLC/15	1,635.09
GearGrid.Corp/1	202.00
Gillig.LLC/5	1,214.58
Glock,Inc./1	342.00
Graphic.Edge/2	159.39
Graphic.Impress/1	847.20
Grimes.Asphalt/1	4,124.50
Hannam.Autom/1	996.30
Hartwig.Plmbg/1	108.00
HyVee.Accts/15	192.64
IA.D.O.T/1	302.81
IA.Park.Rec.Ass/1	486.50
IA.Prison.Ind/1	176.99
IA.Pump.Works/2	4,555.17
Jensen.Inc/2	445.82
Kapaun.Brown/1	90.00
Keystone.Lab/1	64.00
Lift.U/1	41.24
Logan.Contract/1	80.00
LTron.Corp/1	2,303.00
Marco.Holdings/4	1,010.55
Martin.Marietta/1	862.78
McAtee.Tire/1	1,478.40
Menards/3	175.14
Midland.Scienti/6	1,033.38
Municpal.Ergenc/2	1,012.15
Napa.Auto/11	431.65
Northern.Lights/10	4,516.33
NozzTeq/4	688.00
Nutrien.Ag.Sol/4	5,269.00
Office.Express/2	24.68
Plumb.Supply/1	287.92
Racom.Corp/1	166.43
Reliant.Fire.Ap/1	394.00
Sams.Club/2	274.44
Sign.Creations/1	5.75
St.Paul.City/1	260.00
Titan.Machinery/1	285.76
True.Pitych/1	504.00
Uline/1	1,345.50
USPCA.Reg.21/1	200.00
Vajgrt.R/1	242.00
Verizon.Wireles/1	756.70

Witmer.Public.S/4	893.55
WW.Grainger/1	412.44
Zebec.NA/2	1,373.00
Travel/Training	
Tejada,J/1	52.69
Utilities	
AlliantEnergy/88	53,595.97
I.R.U.A./1	148.92
Mtwn.Wtrwrks/11	1,124.25
WoodRiver.Enrgy/3	1,310.81
Total/1067	**2,582,750.77**

the City of Marshalltown

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

To: Civil Service Commission

From: Rick Legg, Street Superintendent\
Justin Nickel, Public Works Director
Jill Petermeier, Human Resource Director

Re: Street Mechanic New Hire List

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

Austin Ewalt	(313)
Johnathan Delay	(312)

This list shall be valid for a period not to exceed July 23, 2020

Certified by Civil Service Commission on July 23, 2019

~~Mary Stevens~~, Civil Service Commission Chair
Nancy A. Harris, Acting Chair

Attest:

Shari Coughenour, Clerk of the Commission

the City of Marshalltown

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

To: Civil Service Commission

From: Justin Nickel, Public Works Director
Jill Petermeier, Human Resource Director

Re: Civil Engineer Assistant II New Hire List

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

Dillon Wright

This list shall be valid for a period not to exceed July 23, 2020

Certified by Civil Service Commission on July 23, 2019

~~Mary Stevens~~, Civil Service Commission Chair
Nancy A. Harris, Acting Chair

Attest:

Shari Coughenour, Clerk of the Commission

the City of Marshalltown

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

To: Civil Service Commission

From: Rick Legg, Street Superintendent\
Justin Nickel, Public Works Director
Jill Petermeier, Human Resource Director

Re: Street Mechanic New Hire List

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

To: Civil Service Commission

From: Justin Nickel, Public Works Director
Jill Petermeier, Human Resource Director

Re: Civil Engineer Assistant II New Hire List

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

Dillon Wright

This list shall be valid for a period not to exceed July 23, 2020

Certified by Civil Service Commission on July 23, 2019

~~Mary Stevens~~, Civil Service Commission Chair
Nancy A. Harris, Acting Chair

Attest:

Shari Coughenour, Clerk of the Commission

Print

Application for Appointment to Boards and Commissions - Submission #655

Date Submitted: 8/1/2019

Date

8/1/2019

Last Name

Ragland

First name

Cynthia

Middle Initial

J

Street Address

1502 West Lincoln Way

City

Marshalltown

State

Iowa

Zip Code

50158

Day Phone

641-352-3544

Evening Phone

641-750-0882

Cell Phone

641-750-0882

Employer

C Eye Care

(If retired, please indicate last employer and position held.)

Email

Cynthiaragland@rocketmail.com

Volunteer Civic / Community Activity

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Additional Information Upload

Choose File No file chosen

Organization Interest

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- [ ] Bike Path Committee
- [ ] Board of Adjustment
- [ ] Civil Service Commission
- [ ] Claims Appeal Board
- [ ] Dangerous Building Board of Appeals
- [ ] Electrical Appeals Board
- [ ] Electricians Examining Board
- [ ] Housing Appeals Board
- [ ] Human Rights Commission
- [ ] Investment Advisory Board
- [ ] Library Board
- [ ] Marshalltown Softball Association
- [x] Municipal Art Gallery / Fisher Center
- [ ] Parks Advisory Committee
- [ ] Public Housing Advisory Governing Board
- [ ] Plan Zoning Commission
- [ ] Trees Forever / Branching Out Committee
- [ ] Uniform Building Board of Appeals
- [ ] International Fire Code Board of Appeals
- [ ] Water Board
- [ ] Other
- [ ] Landfill Commission

If other, please explain:

Please indicate why you have designated a particular Board / Commission on which you would like to serve:

I remember attending events at the Fisher Community Center as a child. It has always been a special place and a gem within the Marshalltown Community. I am grateful for what the Fisher family has done for Marshalltown, and I would like to be a part of the committee to be ensure that the Fisher Community Center is well cared for and flourishes with the times.

For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board / Commission.

Attendance of Members of All Boards and Commission

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

I do not intend to leave the city for long periods of time during my appointment:

- (•) Yes
- ( ) No

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board / Commission vacancy.

Choose File No file chosen

The City appreciates your time and volunteer spirit. Your application will be kept on file for one year. Please subscribe to receive volunteer opportunity announcements.

Applicant's E-Signature

Cynthia Ragland

Meeting notifications are provided via email and posted on the City’s website.

Board and Commission Roster

Municipal Art Gallery Fisher Center

Department: Mayor
Dept. Phone: (641) 754-5712

Sec 2-182 - as per state law

Term End Date	Member Contact Information		
12/31/2027	**Dr David Clark**		dvclark56@gmail.com
	Marshalltown, IA 50158		Appointed:
12/31/2028	**Joel T.S. Greer**	(641) 751-1221	joel@cdrlaw.com
	420 Hughes St	(641) 752-5467	
	Marshalltown, IA 50158		Appointed:
12/31/2027	**Paul Gregoire**		Paul.Gregoire@emerson.com
	Marshalltown, IA 50158		Appointed:
12/31/2027	**David Norris**		dunorris@marshallnet.com
	Marshalltown, IA 50158		Appointed:
12/31/2029	**Cynthia J Ragland**	(641) 352-3544	cynthiaragland@rocketmail.com
	1502 W Lincoln Way	(641) 750-0882	*replaced J Squiers*
	Marshalltown, IA 50158		Appointed:
12/31/2027	**Marie Watt**		mimiwatt53@aol.com
	Marshalltown, IA 50158		Appointed:
12/31/2028	**Dustin Wright**	(712) 261-0282	dustin.wright@unitypoint.org
	901 E Olive St #202		
	Marshalltown, IA 50158		Appointed:

State of Iowa gender equality statistics

Males - Count / %	5	71.43%
Females - Count / %	2	28.57%
Total Members	7	

Print

Application for Appointment to Boards and Commissions - Submission #648

Date Submitted: 7/25/2019

Date

7/25/2019

Last Name	First name	Middle Initial
Boston	Jon	

Street Address

1710 Rainbow Dr.

City	State	Zip Code
Marshalltown	IA	50158

Day Phone	Evening Phone	Cell Phone
6417522594		

Employer

Retired- Emerson Electric, Director of Operations, Flow Computers

(If retired, please indicate last employer and position held.)

Email

JCBOST50@YAHOO.COM

Volunteer Civic / Community Activity

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Additional Information Upload

Choose File No file chosen

Organization Interest

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- [ ] Bike Path Committee
- [ ] Board of Adjustment
- [ ] Civil Service Commission
- [ ] Claims Appeal Board
- [ ] Dangerous Building Board of Appeals
- [x] Electrical Appeals Board
- [ ] Electricians Examining Board
- [ ] Housing Appeals Board
- [ ] Human Rights Commission
- [ ] Investment Advisory Board
- [ ] Library Board
- [ ] Marshalltown Softball Association
- [ ] Municipal Art Gallery / Fisher Center
- [ ] Parks Advisory Committee
- [ ] Public Housing Advisory Governing Board
- [ ] Plan Zoning Commission
- [ ] Trees Forever / Branching Out Committee
- [ ] Uniform Building Board of Appeals
- [ ] International Fire Code Board of Appeals
- [ ] Water Board
- [ ] Other
- [ ] Landfill Commission

If other, please explain:

Please indicate why you have designated a particular Board / Commission on which you would like to serve:

I was trained as a Electrical Technician and worked as a Technician before going into purchasing and then management. I have some experience wiring houses and businesses working under a licensed electrician. I have experience on the P&Z Commission for almost 42 years. I was on the computer task force for the city when the city initially started using computers in place of typewriters, advised the city on networking, and helped evaluate new financial systems.

For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board / Commission.

Attendance of Members of All Boards and Commission

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

I do not intend to leave the city for long periods of time during my appointment:

- (•) Yes
- ( ) No

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board / Commission vacancy.

Choose File No file chosen

The City appreciates your time and volunteer spirit. Your application will be kept on file for one year. Please subscribe to receive volunteer opportunity announcements.

Applicant's E-Signature

Jon Boston

Meeting notifications are provided via email and posted on the City’s website.

Board and Commission Roster

Electrical Appeals Board

Department: Public Works

Dept. Phone: (641) 754-5734

– Individuals may appeal decisions made by the electrical inspector with the electrical appeals board. Three members have six-year terms.

Term End Date	Member Contact Information			
12/31/2025	**Jon Boston** 1710 Rainbow Drive Marshalltown, IA 50158	(641) 752-2594	jcbost50@yahoo.com	Appointed:
Indefinite	**Vacancy** Marshalltown, IA 50158		Need email	Appointed:
Indefinite	**Vacancy** Marshalltown, IA 50158		Need email	Appointed:

State of Iowa gender equality statistics

Males - Count / %	1	33.33%
Females - Count / %	2	66.67%
Total Members	3	

#2019-__

RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1999 CHEVROLET, STREET DEPARTMENT

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

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

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; 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. 1999 CHEVROLET TRUCK, MODEL CC7H042, VIN 1GBP7H1C8XJ105864

(This vehicle was traded in per contract approved on 12-10-2018, Res#2018-229)

Section 2. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Passed this 12th day of August, 2019, and signed this____ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION REJECTING ALL BIDS AND AUTHORIZING THE
RE-ADVERTISEMENT OF BIDS FOR THE
WPCP PHASE III CONCRETE RENOVATION
IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. WPC19001

WHEREAS notice to bidders was duly given as required by law with publication in the Marshalltown Times Republican for the WPCP Phase III Concrete Renovation Project No. WPC19001, in the City of Marshalltown, as described in the plans and specifications; and

WHEREAS on July 25,2019 there was filed with the City Clerk in response to the published notice to the bidders referred to above, proposals for the construction of the above designated improvements.

WHEREAS after consideration of all bids filed, it was determined that all bids should be rejected and the project should be re-advertised for new bids.

.

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

Section 1. That all bids received and opened on July 25, 2019, for the WPCP Phase III Concrete Renovation Project No. WPC19001 shall be rejected as the lone bid was substantially greater than the engineers estimate.

Passed this 12th day of August 2019, and signed this _____day of August 2019.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2019 CHIPPING OF TORNADO RELATED TREE DEBRIS PROJECT

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Thorp Sawmill & Logging to amend chipping quantity for the 2019 Chipping Project; and

WHEREAS a change is requested for additional chipping to complete the project at a new price quoted.

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

Section1. That the contract Change Order #1 for the 2019 Chipping Project, is hereby accepted and approved.

Passed this 12th day of August 2019, and signed this _____ day of_____, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Department
Date: August 7, 2019
RE: Lease Agreement with Union Pacific Railroad for Bike Trail west of 12th Street on Union Pacific Right-of Way

Policy Issue: The City Council must approve an annual agreement with the UP Railroad for $250/year starting January 1, 2021

Recommendation: To approve the resolution as proposed

Background: The City of Marshalltown has a lease with Union Pacific for a small piece of its bike trail west of 12th Street heading to Judge Park and Grimes Farm (location is attached) that is expiring at the end of next year. Union Pacific is no longer entering into long term leases but now offers yearly leases that automatically renew every year with the lease amount based upon market value of the area. Since this lease area is small, they are charging a nominal fee of $250/year.

The previous lease was signed in December of 1995 and was a 25 year lease. The new lease would commence September 1, 2019, with the first payment beginning January 1, 2021. This is a key piece of the trail system and staff recommends approving this annual lease agreement.

Budget Impact: The total budget is $250.00 annually starting January 1, 2021

Attachment: Lease Agreement, Bike Path_UP ROW PDF

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

Marshalltown
All-America City
2012

Audit No. _____
Folder No. 00212-94

(Unimproved Property)
Form Approved, Law

LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on _____, 20___, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **CITY OF MARSHALLTOWN,** an Iowa municipal corporation, whose address is 24 N Center Street, Marshalltown, Iowa 50158 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Marshalltown, Iowa, shown on the print dated December 05, 1995, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for bike trail, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence September 01, 2019, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Beginning, January 1, 2021, Lessee shall pay to Lessor, in advance, fixed rent of Two Hundred Fifty Dollars ($250.00) annually.

B. Not more than once every three (3) years, Lessor may redetermine the fixed rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 00212-94.

Article 5. **SPECIAL PROVISION – REPLACEMENT LEASE**

Effective upon commencement of the term of this Lease, the Lease dated November 27, 2000, identified as Audit No. 182923 (the 'Prior Lease'), together with any and all supplements and amendments, is superseded by this Lease, except for any rights, obligations or liabilities arising under the Prior Lease, including any consent to conditional assignment, chattel agreement, or consent to sublease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:	Lessee:
UNION PACIFIC RAILROAD COMPANY	**CITY OF MARSHALLTOWN**
By: _____	By: _____
Manager II - Real Estate	Title: _____

NOTE:

(Unimproved Property)
Form Approved, Law

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the

term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. WATER WELL(S).

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.

Approved: Insurance Group
Created: 2/10/06
Last Modified: 7/2/07

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.
In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

D. **Pollution Liability** insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

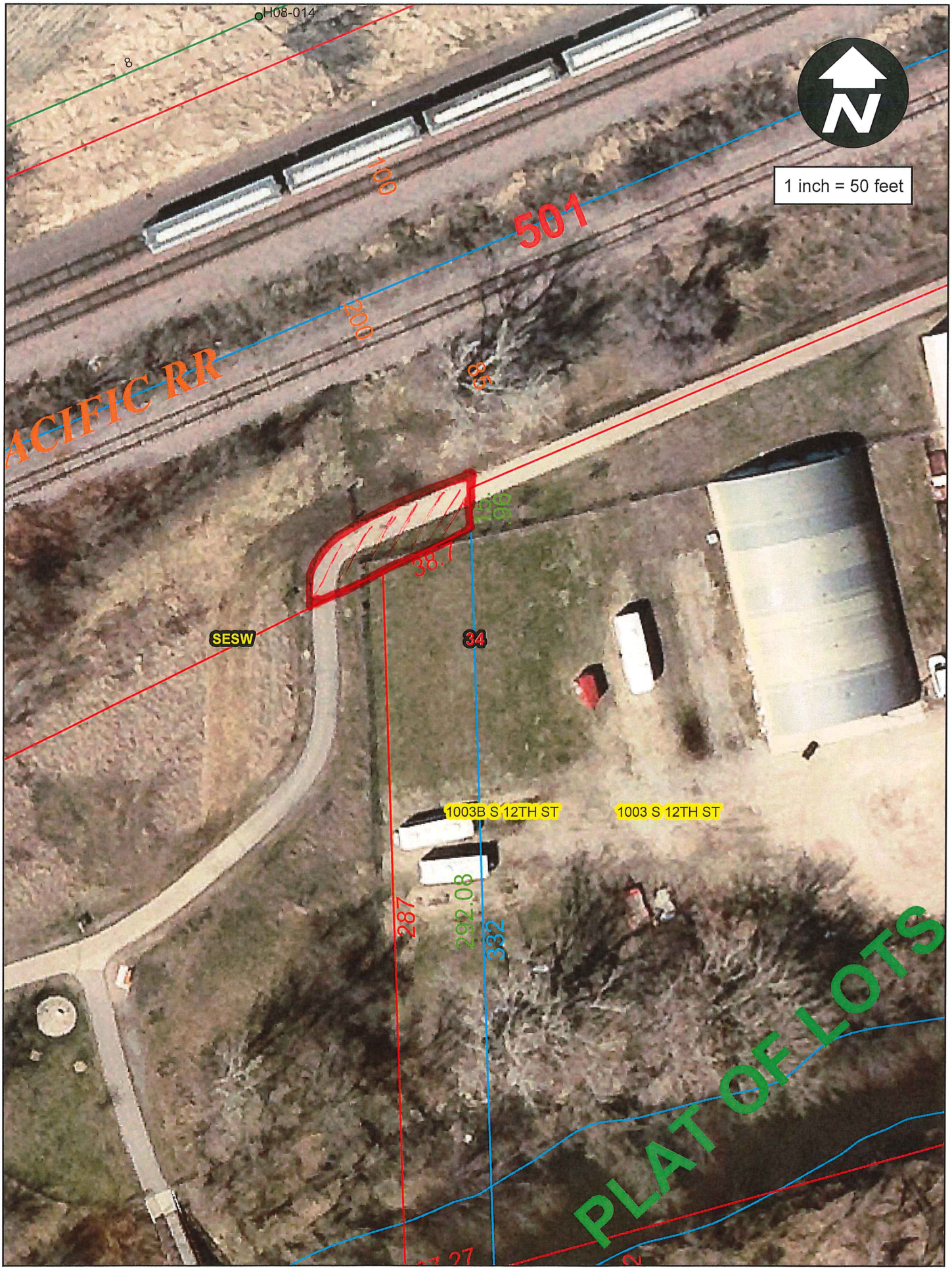
F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.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PLAT OF LOTS

RESOLUTION APPROVING A LEASE AGREEMENT WITH UNION PACIFIC RAILROAD FOR THE BIKE TRAIL WEST OF 12TH STREET ON UNION PACIFIC RIGHT OF WAY

WHEREAS, the City of Marshalltown, has had a previous lease agreement with Union Pacific Railroad since 1995 for the bike trail west of 12th Street on Union Pacific Right-of-Way; and

WHEREAS, Union Pacific is no longer offering longer term lease agreements and changing to renewable, annual lease agreements; and

WHEREAS, the old lease is expiring and a new lease would start September 1, 2019, with annual payments of $250.00 starting January 1, 2021

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the recommendation of approving a renewable annual lease agreement with Union Pacific Railroad is hereby confirmed, with authorization given to the Mayor to sign the agreement with Union Pacific Railroad for $250.00 annual starting January 1, 2021.

Passed this 12th day of August, 2019, and signed this _____ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION AMENDING THE CITY OF MARSHALLTOWN PROJECT IN THE MARSHALL COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN TO INCLUDE A TORNADO SHELTER AT WEST END PARK

WHEREAS, the City of Marshalltown, Iowa, approved a Resolution 2016-218 on October 24, 2016, to adopt the updated Marshall County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the July 2018 EF-3 tornado provided evidence that the City had not considered any hazard mitigation strategies related to tornados at locations across the City; and

WHEREAS, an adopted Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Marshalltown, Iowa, fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Iowa Homeland Security and Emergency Management Division and the Federal Emergency Management Agency Region VII officials have reviewed the "Marshall County Multi-jurisdictional Hazard Mitigation Plan," and approved it; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOW, IOWA, that an amendment to the "Marshall County Multi-jurisdictional Hazard Mitigation Plan" by restating the City's mitigation actions to include the following actions is hereby approved:

- Mitigation Action 2.4- Construct a tornado shelter in West End Park

Passed this 12th day of August, 2019, and signed this __ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE WPCP BIOGAS ENGINE REPLACEMENT PROJECT # 52015014
A DECREASE OF $12,000.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Woodruff Construction, LLC, for the labor and material for the WPCP Biogas Engine Replacement Project #52015014

WHEREAS a decrease is requested for items to complete the project.

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

Section1. That the contract Change Order #2 for the WPCP Biogas Engine Replacement Project, in the decreased amount of $12,000.00 is hereby accepted and approved.

Passed this 12th day of August 2019, and signed this _____ day of_____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Change Order
No. 2

Project: **WPCP Biogas Engine Replacement**	Date of Contract: **April 24, 2017**
Owner: **City of Marshalltown, Iowa**	Owner's Contract No.: **52015014**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-14A**
Contractor: **Woodruff Construction, LLC**	Date of Issuance: **August 12, 2018**

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

Item #	Description	Add/(deduct) for this change
Item 1	Extend completion dates	($12,000.00)
Item 2	Extend Cat engine warranty	$0.00
Net Change Order		**($12,000.00)**

Attachments: July 1, 2019 Ziegler warranty letter

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,135,300.00

☐ Increase ☒ Decrease from previously approved Change Orders:

$269,541.20

Contract Price prior to this Change Order:

$865,758.80

☐ Increase ☒ Decrease of this Change Order:

$12,000.00

Contract Price incorporating this Change Order:

$853,758.80

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar
Substantial completion: November 13, 2017
Ready for final payment: December 11, 2017

☐ Increase ☐ Decrease from previously approved Change Orders:
Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Times prior to this Change Order:
Substantial completion: November 13, 2017
Ready for final payment: December 11, 2017

☒ Increase ☐ Decrease of this Change Order:
Substantial completion (days): 140
Ready for final payment (days): 567

Contract Times with all approved Change Orders:
Substantial completion: April 2, 2018
Ready for final payment: July 1, 2019

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

ZIEGLER CAT

July 1, 2019

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

Subject: Warranty Extension

Dear Mr. Ranson,

As per our discussions with Lance Aldrich with Fox Engineering, Ziegler Inc. agrees to extend the warranty on the CG132 generator set out to 9/30/2020 or 7000 hours of operation which ever comes first.

Sincerely,

Jesse Keene
EPG Sales Manager
Ziegler Power Systems
8050 County Road 101 East
Shakopee, MN 55379

CC.

Lance Aldrich, P.E. BCEE
FOX Engineering Associates, Inc.
414 South 17th Street
Suite 107
Ames, IA 50010

Jason Rechkemmer
Central Region President
Woodruff Construction
1920 Philadelphia Street Suite 102
Ames, IA 50010

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR THE WPCP BIOGAS ENGINE REPLACEMENT PROJECT 52015014 FOR FOX ENGINEERING ASSOCIATES, INC
AN INCREASE OF $12,000.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering Associates, Inc. for the engineering services for the WPCP Biogas Engine Replacement Project #52015014

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

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

Section1. That the new contract for the WPCP Biogas Engine Replacement Project, in the increased amount of $12,000.00 is hereby accepted and approved.

Passed this 12th day of August 2019, and signed this _____ day of_____, 2019.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 24, 2015.

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: August 24, 2015

   b. Owner: City of Marshalltown, Iowa

   c. Engineer: FOX Engineering Associates, Inc.

   d. Project: 52015014 – WPCP Biogas Engine Replacement

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ___ Additional Services to be performed by Engineer

   ___ Modifications to Services of Engineer

   ___ Modifications to Responsibilities of Owner

   X Modifications to Payment to Engineer

   X Modifications to Time(s) for rendering Services

   ___ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

   Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 12, 2019.

OWNER:	ENGINEER:
City of Marshalltown, Iowa	FOX Engineering Associates, Inc.
By:	By:
Title:	Title:
Date Signed:	Date Signed:

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This is **Attachment 1**, consisting of 1 page, to Amendment No. 2, dated August 12, 2019.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

    a. Construction Administration for a construction period extended to July 1, 2019 – Task 600

        i. No change of services; extended construction period.

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

    a. Task 600: Construction Administration - $68,500+$12,000.00=$80,500 – Revised Fixed Fee

    Total Additional Fixed Fee is $12,000.00.

3. The revised schedule for the services provided for this project is as follows:
    a. Reference Exhibit E, Project Schedule; add the following items:
        i. Biogas Replacement Construction – July 2019
        ii. Biogas Post Construction – April 2020

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RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE WPCP BIOGAS ENGINE REPLACEMENT, BEING PROJECT NO. 52015014, WITH A FINAL PROJECT COST IN THE AMOUNT OF $853,758.80

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the WPCP Biogas Engine Replacement, and

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

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

Section 1. That the labor and material for the WPCP Biogas Engine Replacement Project, being project No. 52015014, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Woodruff Construction LLC., including the payment of the items called for in said contract and Statement of Completion.

Passed this 12th day of August, 2019 and signed this _____day of August, 2019

CITY OF MARSHALLTOWN

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

Engineer's Statement of Completion

Project: **WPCP Biogas Engine Replacement**	Date of Contract: **April 24, 2017**
Owner: **City of Marshalltown, Iowa**	Owner's Contract No.: **52015014**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-14A**
Contractor: **Woodruff Construction, LLC**	

I hereby state that the construction of **WPCP Biogas Engine Replacement** project by a Contract dated April 24, 2017 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on July 1, 2019. The Contract completion date is July 1, 2019

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **$853,758.80** of which $822,470.86 has been paid.

The derivation of this total amount is the original contract price of $1,135,300.00 which has been reduced via two (2) change orders in a total amount of $281,541.20.

Ninety-five percent (96%) of the total amount due to the Contractor has been paid though Pay Request No. 7. After the acceptance of the construction by resolution of the City Council, the remaining five percent (4%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract by Pay Request No. 8 in the amount of $31,287.94. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: _____

Iowa Registration No.: 15259

Date: _____

FOX PN: 2407-14A

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:
Engineer
Contractor
Owner
IDNR

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

August 5, 2019

Bob Ranson
1001 East Woodland Street
Marshalltown, IA 50158

RE: Final Completion Summary
Marshalltown WPCP 398 CAT Biogas Generator
City PN 52015014
FOX File No. 2407-14A.680

This memo serves as a summary of recommendations for the final completion and project closeout of the 398 biogas engine replacement project.

- The new CG132 Caterpillar engine was procured prior to bidding and assigned to the General Contractor, Woodruff Construction.
- Caterpillar and Ziegler experienced a number of difficulties with the new CG132 biogas engine during commissioning and the first several months of operation. They have spent considerable efforts to resolve any issues and have addressed issues as they have arisen in a timely manner.
- The engineer, FOX Engineering, has experienced additional administrative and startup assistance expenses as the issues by the Contractor were being addressed after the original construction completion dates. FOX is requesting an additional $12,000.00 in their construction administration fee.
- Ziegler, in conjunction with Woodruff Construction, have agreed to extend the warranty service on the CG132 engine to August 30, 2020 or 7,000 engine hours, whichever comes first. This is an approximate 9-month extension of the originally anticipated warranty.
- Woodruff has also agreed to a $12,000.00 deduct in their project fee to compensate the City of Marshalltown for the Engineer's additional services.

Lance Aldrich

Lance Aldrich, P.E. - Project Manager

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

August 5, 2019

Bob Ranson
1001 East Woodland Street
Marshalltown, IA 50158

RE: Final Completion Summary
Marshalltown WPCP 398 CAT Biogas Generator
City PN 52015014
FOX File No. 2407-14A.680

This memo serves as a summary of recommendations for the final completion and project closeout of the 398 biogas engine replacement project.

- The new CG132 Caterpillar engine was procured prior to bidding and assigned to the General Contractor, Woodruff Construction.
- Caterpillar and Ziegler experienced a number of difficulties with the new CG132 biogas engine during commissioning and the first several months of operation. They have spent considerable efforts to resolve any issues and have addressed issues as they have arisen in a timely manner.
- The engineer, FOX Engineering, has experienced additional administrative and startup assistance expenses as the issues by the Contractor were being addressed after the original construction completion dates. FOX is requesting an additional $12,000.00 in their construction administration fee.
- Ziegler, in conjunction with Woodruff Construction, have agreed to extend the warranty service on the CG132 engine to August 30, 2020 or 7,000 engine hours, whichever comes first. This is an approximate 9-month extension of the originally anticipated warranty.
- Woodruff has also agreed to a $12,000.00 deduct in their project fee to compensate the City of Marshalltown for the Engineer's additional services.

Lance Aldrich

Lance Aldrich, P.E. - Project Manager

the City of Marshalltown

POLICE DEPARTMENT

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

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

FROM: Michael W. Tupper
Chief of Police

DATE: August 7, 2019

RE: 2019-2020 Byrne-JAG Grant Award

Policy Issue: City policy requires governing body approval of agreements and federal grant awards. The Byrne-JAG grant also requires public notification regarding the grant award and proposed use of federal funds.

Recommendation: Staff recommends Council accept the 2019-2020 Byrne JAG award and authorize the Chief of Police to submit all necessary application documents to secure this federal funding. Additionally staff recommends the Council authorize the Chief of Police to enter into a Memorandum of Understanding to share these grant funds with Marshall County.

Background: On July 25, 2019, the police department received email notification from the federal government notifying us the City has been allocated $18,918.00 in grant funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. JAG legislation requires Cities and Counties to partner and share funds allocated as part of this federal program. These funds are traditionally split evenly with Marshall County. Consequently, the City of Marshalltown's share is $9,459.00. These federal funds are intended for equipment or programming expenditures for FY 19-20. These funds cannot supplant funding already in place for law enforcement programming or equipment purchase plans.

While the grant award has already been announced, there is still an application and review process. As part of this process, we are required to approve a budget and spending plan via city council action. Additionally, we are required to hold a public hearing about how these funds will be spent. This issue will be on the August 12 city council agenda as an action item. The public hearing will take place on August 26.

Staff recommends council accept this grant award and designate the City portion of these funds to be expended on the purchase of a live fire turning target system to be utilized at the MPD firearms range. This training system will enhance our officer training program and prepare officers for immediate and spontaneous lethal attacks. Additionally, this training system will prepare officers for multiple threats, train and prepare officers for attacks at short distances, improve fine and complex motor control, train in multiple officer scenarios, integrate drawing, firing and reloading under time pressure, no light or low light live fire as well as moving and shooting. There would be no general fund impact caused by this purchase.

Budget Impact: None

Marshalltown
All-America City
2012

CITY COUNCIL
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Leon Lamer, Bill Martin, Bethany Wirin

2019-199

RESOLUTION APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) $18,918.00 SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY

WHEREAS the City of Marshalltown, Iowa has negotiated an Agreement with the STATE OF IOWA to provide a grant award of $18,918.00, through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS the City Council of the City of Marshalltown finds that this Agreement is in the best interest of the Council; and

WHEREAS a public hearing was held, notifying the public of the grant award and proposed use of federal funds; and

WHEREAS said Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

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

Section 1. That the attached Agreement relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for FY 2019-2020 is hereby approved and ratified with the understanding it is shared equally with Marshall County and used to assist with law enforcement programming or equipment purchases.

Section 2. The council authorizes the Police Chief for the City of Marshalltown to enter into a Memorandum of Understanding with Marshall County to share the grant funds.

Section 3. That the Police Chief for the City of Marshalltown is hereby authorized and directed to execute said Agreements and submit all necessary documents to secure this federal funding on behalf of the City of Marshalltown.

Section 4. This Agreement and this resolution shall be in full force and effect from and after its passage and signature as by law provided.

Passed this 12th day of August 2019, and signed this _____ day of August 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA. 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

August 6th, 2019

To: Mayor Joel Greer
Members of the City Council

From: Justin Nickel
Public Works Director

Re: Project STR 18001 – Statement of Completion – Fahrner Asphalt Sealers, LLC, for the 2018 Microsurfacing project in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving the Statement of Completion with Fahrner Asphalt Sealers, LLC for the 2018 Microsurfacing in the City of Marshalltown.

Background: Work has been completed with materials delivered as stated in the contract. The Statement of Completion is being recommended for approval.

Budget Impact: This project has sufficient Road Use Tax revenues.

Attachment: Statement of Completion

cc: Jessica Kinser, City Administrator

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

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND
FINAL ACCEPTANCE WORK

CONTRACTOR: Fahrner Asphalt Sealers, LLC PROJECT NO.: STR-18001

ADDRESS: 7680 Commerce Park Sec C, Dubuque, IA. 52002

SURETY: Western Surety Company

ADDRESS: 101 S Reid St, Sioux Falls, SD. 57103

KIND OF WORK: Microsurfacing

CONTRACT COMPLETION DATE: June 19th, 2019

This is to certify that the work covered by the contract with Fahrner Asphalt Sealers, LLC

On the above project, let April 23rd, 2018 and dated May 14th, 2018 with an original contract amount of $356,332.12 consisting of Microsurfacing and located in the City of Marshalltown was completed on the 19th day of June, 2019 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $375,113.17 Liquidated Damages: None Retainage: $18,755.66

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 8/6/19

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
Joel Greer, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE FAHRNER ASPHALT SEALERS MICROSURFACING PROJECT, BEING PROJECT NO. STR18001, WITH A FINAL PROJECT COST IN THE AMOUNT OF $356,332.12

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Microsurfacing , and

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

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

Section 1. That the labor and material for the Microsurfacing , being project No. STR18001, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Fahrner Asphalt Sealers, LLC, including the payment of the items called for in said contract and Statement of Completion.

Passed this 12th day of August, 2019 and signed this _____day of August, 2019

CITY OF MARSHALLTOWN

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

2019-129

RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE "13TH STREET DISTRICT" EVENTS, SCHEDULED FOR JULY 13, 2019, AND SEPTEMBER 13, 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, the "13th Street District," an organized Domestic Non-Profit, is sponsoring activities in the 13th Street area throughout the 2019 season, requesting the street closure of 13th Street between Fremont and Summit Streets on July 13, 2019, and September 13, 2019, including the City-owned parking lots and public ways adjacent to 13th Street; and

WHEREAS, canned beer and other alcoholic beverages will be sold as part of the activity, with proceeds benefiting the Non-Profit; and

WHEREAS, staff has reviewed the service area and request and recommend approval of the special event exception for the "13th Street District" on July 13, 2019, and September 13, 2019.

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

That the "13th Street District" is granted an exemption to allow for open containers in a public way on the dates of July 13, 2019, and September 13, 2019.

Passed this 24th day of June, 2019, and signed this 25 day of June, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☐ PROFIT ☑ NON-PROFIT ☐ INDIVIDUAL

ACTIVITY NAME: Harvest Market
SPONSOR NAME: 13th Street District
EMAIL: director@artsandculturealliance.org
ADDRESS: PO BOX 13 Marshalltown IA 50158
CONTACT NAME: Amber Danielson
CONTACT PHONE: 641-751-1329
DESCRIBE EVENT: Vendors, music, food and beverages

ACTIVITY DATE 9/13/19
EVENT START TIME 5
EVENT END TIME: 8:30
BARRICADES NEEDED: ☑ YES ☐ NO
STREET(S) BLOCKED: ☑ YES ☐ NO
BARRICADE BEGIN TIME: 3
BARRICADE END TIME: 9

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

DEPARTMENTAL REQUIREMENTS:

10 barricades
10 cones
12 trash bins
1 police offiver

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 — 8/1/19 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"

Applicant **License Application** (BW-V-88377,

Name of Applicant: 13th Street District

Name of Business (DBA): 13th Street District

Address of Premises: PO BOX 13

City Marshalltown **County:** Marshall **Zip:** 50158

Business (641) 751-1329

Mailing PO BOX 13

City Marshalltown **State** IA **Zip:** 50158

Contact Person

Name Amber Danielson

Phone: (641) 751-1329 **Email** director@artsandculturealliance.org

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 5 days

Effective Date: 09/11/2019

Expiration Date: 01/01/1900

Privileges:

Class B Native Wine Permit

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Amber Danielson

First Name: Amber **Last Name:** Danielson

City: MARSHALLTOWN **State:** Iowa **Zip:** 50158

Position: Secretary

% of Ownership: 0.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Illinois Union Insurance Company

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective Date **Temp Transfer Expiration Date:**

Harvest Market 9.13.19 5pm - 8:30pm

13th St District Event Map
Option 2

Alcohol Permitted

ID Station & Serving Stent

Applicant **License Application (LC0040151)**

Name of Applicant: Caroms II, LLC

Name of Business (DBA): THE 918

Address of Premises: 918 North 4th Avenue

City Marshalltown **County:** Marshall **Zip:** 50158

Business (641) 750-9017

Mailing 207 E Main ste7

City Marshalltown **State** IA **Zip:** 50158

Contact Person

Name Robert Jacobson

Phone: (641) 750-9017 **Email** bobjacobson333@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/01/2019

Expiration Date: 03/31/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Robert Jacobson

First Name: Robert **Last Name:** Jacobson

City: Marshalltown **State:** Iowa **Zip:** 50158

Position: Owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

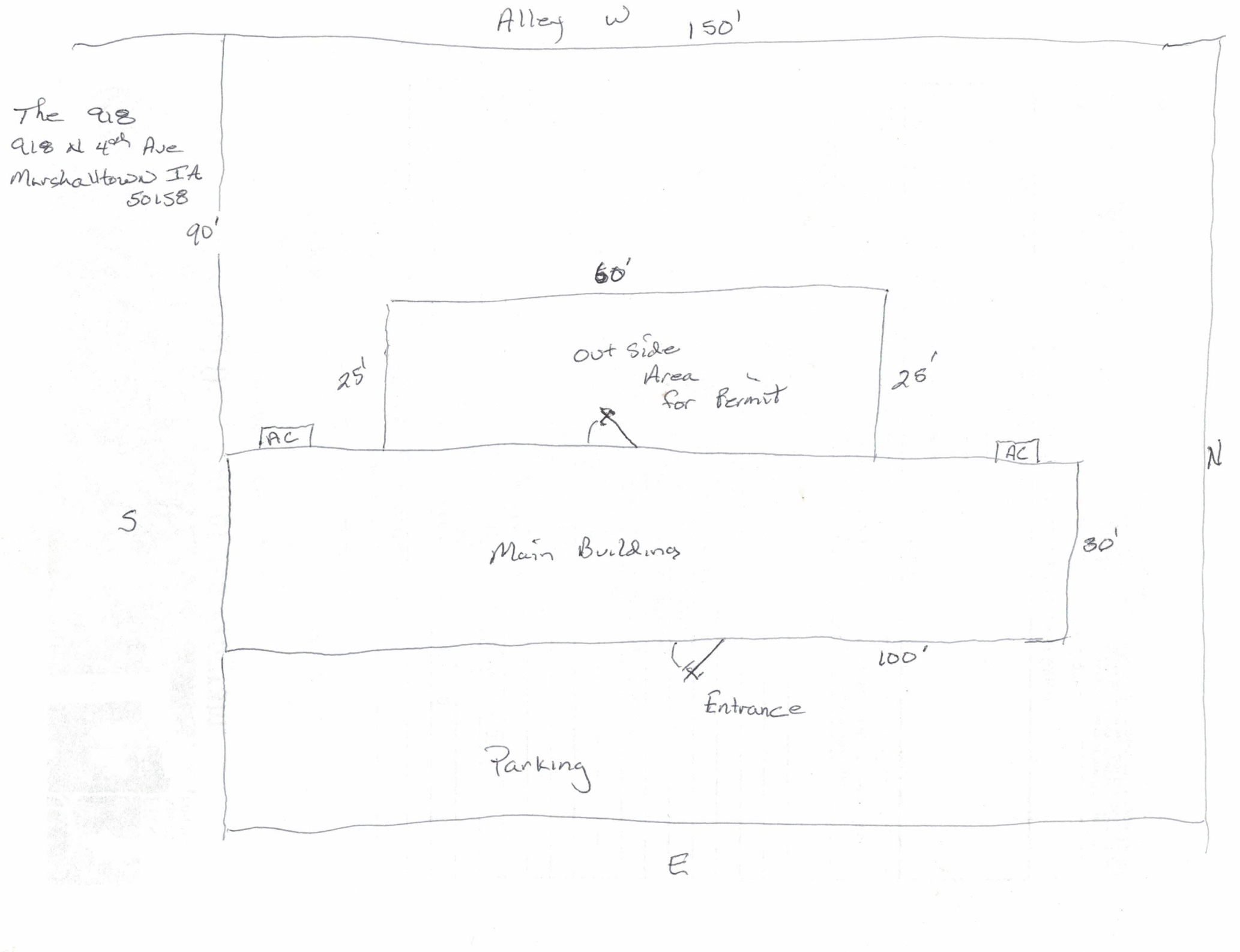
Insurance Company: Illinois Casualty Co

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective **Temp Transfer Expiration Date:**


Alley W 150'
The 918
918 N 4th Ave
Marshalltown IA
50158
90'
60'
25'
Out Side
Area
for Permit
25'
AC
AC
N
S
Main Building
30'
100'
Entrance
Parking
E

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between **MARCIA R. ZIEL** ("SELLER"), and the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Marshalltown, Marshall County, Iowa, locally known as 105 N. 6th Street, Marshalltown, Iowa, and legally described as follows:

> THE WEST ONE-HALF OF LOT THREE IN BLOCK FIVE IN JEROME'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, SUBJECT TO AGREEMENTS RECORDED IN BOOK 475, PAGE 522 OF THE RECORDS OF THE RECORDER'S OFFICE OF MARSHALL COUNTY, IOWA.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price for the Property shall be Two Thousand and 00/100 Dollars ($2,000.00) to be paid in cash in full at closing upon performance of SELLER'S obligations and BUYER'S contingencies, with BUYER to pay all closing costs.

2. **REAL ESTATE TAXES.** BUYER shall accept title to and possession of the Property subject to any unpaid real estate taxes owed by SELLER and payable in prior years. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.** BUYER shall accept title to and possession of the Property subject to any all installments of special assessments that are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

4. **POSSESSION AND CLOSING.** This transaction shall be considered closed, and possession of the property shall be delivered to BUYER, upon the filing of title transfer documents and SELLER'S receipt of all funds due at closing from BUYER under this Agreement. Closing to be held the 30th day of August, 2019, or such other date as the parties may agree. SELLER acknowledges time is of the essence and agrees to take reasonable steps to close as soon as reasonably possible following the Effective Date.

5. **CONDITION OF PROPERTY.** SELLER shall preserve the Property in its present condition until BUYER takes possession. Unless otherwise provided in this Agreement, SELLER makes no warranties, expressed or implied, as to the condition of the Property.

6. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

7. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of SELLER'S knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by SELLER and attached hereto and incorporated herein by this reference.

8. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

9. **DEED**. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by BUYER at BUYER'S expense.

10. **STATEMENT AS TO LIENS.** SELLER shall be and is responsible for satisfying any and all liens upon the Property, including any mortgage(s) at or prior to closing. BUYER shall not be required to complete the purchase of the Property, as otherwise contemplated by this Agreement, absent the satisfaction of such liens.

11. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

12. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated

National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

15. **APPROVAL BY CITY COUNCIL.** In the performance of this Agreement, BUYER, as an Iowa municipal corporation, shall take all action legally required of a municipal corporation relative to the purchase of real property including but not limited to considering required resolutions. This Agreement shall be contingent upon approval by the City Council for Marshalltown, Iowa.

16. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

17. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

18. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract. If not executed by SELLER and delivered to BUYER on or before the 9th day of August, 2019, this Agreement shall be null and void.

(Remainder of Page Intentionally Left Blank)

SELLER

MARCIA R. ZIEL

Dated this 5th day of August, 2019.

Marcia R. Ziel

Marcia R. Ziel

Address: 122 W Main Apt 501
Marshalltown, IA 50158

Telephone: (641) 752-3891

BUYER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____, 2019.

By: _____
Joel Greer, Mayor

Attest:

_____
Shari Coughenour, City Clerk

Address: 24 N. Center Street
Marshalltown, IA 50158

Telephone: (641) 754-5712

2019-

RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AT 105 N 6TH STREET

WHEREAS, the City of Marshalltown, Iowa, desires to acquire the property at 105 N 6th Street for the purposes of tornado-related demolition; and

WHEREAS, a written offer to buy said property in the amount of $2,000 has been negotiated between the City and the owner, Marcia R. Ziel;

WHEREAS the Council has determined this is in the best interest of the City of Marshalltown.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF MARSHALLTOWN, IOWA, that the attached purchase agreement is hereby approved and the Mayor is hereby authorized to sign the purchase agreement.

Passed this 12th day of August, 2019, and signed this __ day of August, 2019.

CITY OF MARSHALLTOWN

_____

Joel Greer, Mayor

Attest:

_____

Shari L. Coughenour, City Clerk

2019-193

RESOLUTION AWARDING BANKING SERVICES FOR A PERIOD OF FIVE YEARS AND COMMENCING NO LATER THAN SEPTEMBER 11, 2019

WHEREAS the City of Marshalltown currently has a banking agreement with United Bank & Trust which will soon expire; and

WHEREAS proposals have been sought from those institutions listed on the City's current Depository Resolution; and

WHEREAS the City received proposals from 3 banks located in Marshalltown; and

WHEREAS the terms responded to in Great Western Bank's proposal are in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa:

Section 1. That the City of Marshalltown approves and accepts the bid for banking services from Great Western Bank.

Section 2. The Finance Director is hereby authorized and directed to transition banking services from United Bank & Trust to Great Western Bank and execute the banking services agreement for a period of five years commencing no later than September 11, 2019.

PASSED this 12th day of August, 2019, and signed this ___ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

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

FINANCE DEPARTMENT

August 7, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Banking Services RFP

Policy Issue: Banking services are competitively bid

Recommendation: Finance staff recommend approving an agreement with Great Western Bank for banking services.

Background: A Request for Proposal (RFP) for banking services was issued on June 26, 2019. This proposal was for our operating accounts that are used for daily deposits, payments to vendors and staff, merchant credit card transactions, and fraud protection programs. The bid was posted on the City's website and emailed to the 11 banks listed on our depository agreement.

The City received a total of three proposals (GNB, Great Western Bank, and United Bank & Trust). GNB and Great Western Bank indicated they would not charge any fees, except for merchant credit card transactions. Great Western Bank offered a flat interest earnings rate of 2% for the term of the agreement. The interest rates at the other banks were for variable rates and with the downward cycle predicted, they would earn less than Great Western's rate. Great Western Bank also offered the immediate implementation of the fraud protection programs we requested, such as positive pay and ACH block.

United Bank & Trust will work with the Finance Department to transition our bank accounts to Great Western. We will need to leave our United Bank & Trust General Account open for a while until checks clear.

Budget Impact: With the interest rate market falling, the proposed interest rate is lower than our current rate, but this rate is no longer available with our expiring contract. The Finance Department will look to maximize interest earnings by reviewing all investment options and monitoring interest rates. Options include CDs and other money market accounts.

Attachment: Banking Services Agreement
Resolution Awarding Banking Services

cc: Jessica Kinser, City Administrator

AGREEMENT FOR BANKING SERVICES

WHEREAS the City of Marshalltown, Iowa, 24 N Center Street, Marshalltown, Iowa (hereinafter the City), desires to enter into an agreement to establish a main local depository and banking services for the following accounts: General Account, Payroll Account, Veterans Memorial Coliseum Account, HUD Admin, HUD HAAP, and other miscellaneous accounts. These accounts and their requirements have been fully identified in a Request for Proposals submitted by the City, and

Great Western Bank, 11 N First Avenue, Marshalltown, Iowa (hereinafter the Bank), has submitted a Proposal in response to the Request for Proposals to the City, which has been reviewed and approved by the City's Finance Department, and

The City and the Bank desire to formalize the Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City shall establish the Bank as its depository for banking services for the accounts listed above and such other accounts as the parties may agree upon.
2. This Agreement shall be for a term of five years beginning on September 11, 2019, unless terminated in accordance with the Request for Proposals.
3. The interest rate to be paid by the Bank on said accounts shall be the interest rate as set out in the Proposal submitted by the Bank.
4. There shall be no bank fees charged, except for merchant credit card transactions as outlined in said Proposal.
5. The parties shall comply with all required laws as outlined in the general terms and conditions of said Request for Proposal.
6. The Bank shall provide to the City a certificate of insurance, with the coverages and limits as set out below and shall maintain said coverages at all times during the term of this Agreement. The City shall be named as an additional insured under the liability coverages required herein.

    a. Comprehensive General Liability – $1,000,000.00 per occurrence/$2,000,000 aggregate.
    b. Professional Liability for Errors and Omissions - $2,000,000.00.
    c. Worker's Compensation as required by law.

7. The terms of the Request for Proposals as submitted by the City and the terms of the Proposal as submitted by the Bank, shall govern any issue not specifically addressed in

this Agreement. In the event of any conflict in language, the terms of the Request for Proposal by the City shall govern.

Dated this _____ day of _____, 2019.

City of Marshalltown

by_____
Joel T.S. Greer, Mayor

by_____
Diana Steiner, Finance Director

Great Western Bank

by_____
Jeff L. Mathis, Market President

RESOLUTION AWARDING THE BID FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF NINE RESIDENTIAL PROPERTIES TO LANSING BROTHERS CONSTRUCTION COMPANY INC. AT A COST OF $138,650

WHEREAS, the City of Marshalltown has acquired nine residential properties through various means with the intentions of demolishing the properties through the Dangerous and Dilapidated Building Program; and

WHEREAS, six bids were received on the abatement of asbestos only, the demolition only, or the combined asbestos abatement and demolition, putting the City in a position to choose which bid was the overall lowest cost to have the entire scope of work completed; and

WHEREAS, the lowest overall bid for the combined asbestos abatement and demolition was Lansing Brothers Construction Company Inc., at a bid of $138,650, as shown on the attached bid tabulation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the low bid for the combined scope of work from Lansing Brothers Construction Company Inc., is hereby accepted and the Mayor is authorized to execute the attached contract for the work; and

BE IT FURTHER RESOLVED, the cost of the contract shall be paid out of the Dangerous and Dilapidated Building Fund.

Passed this 12th day of August, 2019, and signed this _____ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

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

Asbestos Only	
Bidder	**Bid Amount**
Lansing Brothers Construction	$ 37,300
Iowa Demolition	NA
Abatement Specialties LLC	$ 77,910
D.W. Zinser Co	NA
Con-Struct Inc.	NA
REW Services Corp.	$ 53,416
Lanphier Excavating LLC	$ 62,200

Demolition Only	
Bidder	**Bid Amount**
Lansing Brothers Construction	$ 109,500
Iowa Demolition	$ 207,000
Abatement Specialties LLC	NA
D.W. Zinser Co	NA
Con-Struct Inc.	NA
REW Services Corp.	NA
Lanphier Excavating LLC	$ 152,825

Combined Asbestos/Demo	
Bidder	**Bid Amount**
Lansing Brothers Construction	$ 138,650
Iowa Demolition	NA
Abatement Specialties LLC	NA
D.W. Zinser Co	$ 198,400
Con-Struct Inc.	$ 196,270
REW Services Corp.	NA
Lanphier Excavating LLC	$ 215,025

AGREEMENT FOR ASBESTOS ABATEMENT AND DEMOLITION OF PROPERTIES

WHEREAS, the City of Marshalltown, Iowa, 24 N Center Street, Marshalltown, Iowa 50158 (hereinafter the City), has submitted a Request for Bids for asbestos remediation and removal and demolition for the following described nine properties, to wit:

> 405 Union Street, 510 East Main Street, 902 East Anson Street, 712 East Boone Street, 4 West Grant Street, 6 West Grant Street, 702 Swayze Street, 401½ May Street, and 503 Bromley Street, and

WHEREAS, Lansing Brothers Construction Co, Inc, 101 First Street East, PO Box 36, Luxemburg, Iowa 52056 (hereinafter Lansing) has submitted a bid for the asbestos remediation and demolition of the above described properties, which bid was the lowest responsive bid for the requested work, and

WHEREAS, the City and Lansing desire to formalize this bid by contract.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City hereby accepts the bid of Lansing and awards the project for asbestos remediation and demolition of the nine residential properties described above to Lansing.

2. That Lansing shall commence work immediately following the approval of this agreement by the Council and upon receipt by the City of a performance bond for 100% of the value of the contract, and shall complete all work by December 31, 2019.

3. That the bid of Lansing for complete asbestos remediation and demolition of the nine properties is $138,650.00.

4. The total agreement shall consist of: 1) The Request for Sealed Bids. 2) The bid sheet of Lansing, and 3) this Agreement.

5. That all work shall be completed by Lansing in accordance with the directions set out in the Request for Bids prepared by the City.

6. That in the event there is any conflict of language between any of these documents, the provisions and requirements set forth in the Request for Bids shall govern.

7. That Lansing agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws and regulations and

executive orders to the extent that same may be applicable, and agrees that it shall insert the foregoing provision in any subcontract awarded hereunder.

8. That Lansing shall provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of the Agreement. In addition, the City shall be named an additional insured under the liability coverages below.

    a. Comprehensive general liability - $1,000,000 per occurrence/$2,000,000 aggregate.
    b. Workers compensation as required by law.
    c. Auto Liability - $1,000,000 per occurrence/aggregate.

9. Lansing shall be an independent contractor and this Agreement shall not create the relationship of co-partners or joint ventures with the City. All employees of Lansing or its subcontractors shall remain employees of Lansing or the subcontractors and shall not become employees of the City.

10. Lansing agrees that during the life of this Agreement, Lansing shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion or status with regard to public assistance and shall intend a similar provision in all subcontracts.

11. Safety Requirements. That Lansing shall provide all required notices to the Department of Natural Resources and the City in connection with this demolition. Lansing shall submit a traffic control plan to the City of Marshalltown, Building Inspection Department 10 days before any abatement or demolition activities. Lansing shall provide any traffic control devices necessary for the project. The asbestos removal shall comply with all of the qualifications, safety requirements and requirements for protection of the public, noise pollution, dust control and protection of public utilities and adjacent property as required in the Request for Bids.

12. Payment shall be made to Lansing upon completion of the entire project and acceptance by the City.

Dated this _____ day of _____, 2019.

City of Marshalltown

by_____
Joel T.S. Greer, Mayor

by_____
Shari Coughenour, City Clerk

Lansing Brothers Co., Inc.

by_____

MARSHALLTOWN
IOWA

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Department
Date: August 7, 2019
RE: Award Contract for Anson Park Improvements to low bidder Caliber Concrete

Policy Issue: The City Council must approve the contract with Caliber Concrete for the Anson Park Improvement Project

Recommendation: To approve the resolution as proposed

Background: The City of Marshalltown Parks & Recreation Department began working with the Iowa Valley Leadership Program in 2018 to discuss improvements to Anson Park. This discuss lead to adding amenities to the park that would allow for better ADA accessibility into the park and adding play structures designed for better accessibility and use for people with disabilities. In May of 2019, the City entered into an agreement with Bolton & Menk to design the park to include this improvements. Bids were sent out in July and were due back on August 6, 2019. Bids were opened at 2pm, with 3 bids being submitted by Caliber Concrete, Concrete Professionals, and Con-Struct, Inc. Caliber Concrete came in as the low bidder at $175,911.95. The engineer's estimate was $162,000.

There is $180,000 in the CIP for this project, plus $38,000 from the Iowa Valley Leadership class. The cost for design and construction with Bolton & Menk is $42,000. The CIP money and Iowa Valley Leadership money will cover the cost of the project plus the engineering fees for the project. Staff recommends approving the contract to Caliber Concrete for the improvements to Anson Park.

Project Cost - $217,911.95
Project Monies - $218,000.00

Budget Impact: The total budget is $175,911.95 to be paid for with CIP money, project 19PR001

Attachment: Contract, Bid Tab, Recommendation of Award

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

Marshalltown
All-America City
2012

CITY OF MARSHALLTOWN, IOWA
C O N T R A C T

Anson Park

PROJECT NO. *PRK19001*

THIS AGREEMENT, made and entered into by and between the City of Marshalltown, Marshall County, Iowa, hereinafter referred to as the "Owner", and Caliber Concrete hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of one hundred seventy-five thousand nine hundred eleven dollars and ninety-five cents.
($ 175,911.95) Dollars.

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
1	EXCAVATION, CLASS 10	CY	337	$26.30	$8,863.10
2	SUBGRADE PREPARATION	SY	1808	$3.00	$5,424.00
3	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340	$10.32	$3,508.80
4	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100	$25.00	$2,500.00
5	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41	$25.00	$1,025.00
6	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4	$250.00	$1,000.00
7	SUBDARIN OUTLET	EA	1	$250.00	$250.00
8	PAVEMENT, PCC, 6 INCH	SY	289	$54.90	$15,866.10
9	REMOVAL OF SIDEWALK	SY	233	$9.00	$2,097.00
10	SIDEWALK, PCC, 5 INCH	SY	827	$46.25	$38,248.75
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550	$3.00	$1,650.00
12	CONSTRUCTION SURVEY	LS	1	$3,500.00	$3,500.00
13	MOBILIZATION	LS	1	$21,750.00	$21,750.00
14	CONCRETE WASHOUT	LS	1	$1,500.00	$1,500.00
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1	$27,297.00	$27,297.00
16	PLAY EQUIPMENT INSTALLATION	LS	1	$9,200.00	$9,200.00
17	PLAY SURFACING	SF	1430	$22.54	$32,232.20
		Totals			$175,911.95

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications,

City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of four (4) years for street improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project.

The owner has established a contract completion date of November 15, 2019. All project work shall be substantially completed within the stated timeframe. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Liquidated Damages per Day after November 15, 2019
$500.00

For each day that expires after the time specified for Substantial Completion until the work is certified by the engineer as substantially complete and after certification of substantial completion if Contractor neglects, refuses or fails to complete the remaining Work within the contract time for Final Completion. Both liquidated damages can be applied if either/both contract times are exceeded. The City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Marshall County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____day of _____, _____.

CITY OF MARSHALLTOWN, IOWA

By_____

ATTEST: _____

CONTRACTOR

_____

By _____

_____

Business Address

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Anson Park
City of Marshalltown
Marshalltown, IA 50158

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____ , as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Anson Park project in Marshalltown, IA 50158.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The

Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

_____

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

_____

Name of Resident Commission Agent

_____

Company Name

_____

Company Address

_____

City, State, Zip Code

_____

Company Telephone Number

PRINCIPAL:

_____

Contractor

By: _____

Signature

_____

Title

SURETY:

_____

Surety Company

By: _____

Signature Attorney-in-Fact Officer

_____

Name of Attorney-in-Fact Officer

_____

Company Name

_____

Company Address

_____

City, State, Zip Code

_____

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

BOLTON & MENK
Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

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

August 7, 2019

Geoff Hubbard
City of Marshalltown
Marshalltown, IA 50158

RE: Anson Park
Recommendation of Award
Project No.: A13.118742

Dear Geoff,

At 2:00 pm on August 6, 2019 bids were received for the Anson Park project. The Engineer's Estimate for the project was $162,021.00. A total of 3 (three) bids were received. The 3 valid bids are summarized from lowest to highest as follows:

Bidder	Bid Amount
Caliber Concrete	$ 175,911.95
Concrete Professionals	$ 184,354.25
Con-Struct, Inc	$ 195,776.00

The bid received from Caliber Concrete was 8.6% over the engineer's estimate for the project. Bolton & Menk, Inc. has reviewed the submitted bid documents. Based on this review, Caliber Concrete has been determined to be the lowest responsive, responsible bidder.

Therefore, Bolton & Menk, Inc. recommends award of the Anson Park project to Caliber Concrete in the amount of $175,911.95.

The bid tabulation is attached for your use. Feel free to contact me with any questions related to this project.

Please contact me should there be any questions related to this project.

Sincerely,

Bolton & Menk, Inc.

Casey Byers, PLA
Project Manager

TABULATION OF BIDS
A13.118742
CITY OF MARSHALLTOWN
[BID LOCATION]
BMI PROJECT NO.

BOLTON & MENK
Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-0668

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

August 06, 2019 @ 2:00 PM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Caliber Concrete Adair,IA		Concrete Professionals Altoona, IA		Con-Struct Inc Marshalltown, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EXCAVATION, CLASS 10	CY	337	$20.00	$6,740.00	$26.30	$8,863.10	$34.00	$11,458.00	$40.00	$13,480.00
2	SUBGRADE PREPARATION	SY	1808	$4.00	$7,232.00	$3.00	$5,424.00	$3.30	$5,966.40	$5.00	$9,040.00
3	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340	$12.00	$4,080.00	$10.32	$3,508.80	$16.98	$5,773.20	$10.00	$3,400.00
4	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100	$17.00	$1,700.00	$25.00	$2,500.00	$39.35	$3,935.00	$45.00	$4,500.00
5	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41	$18.00	$738.00	$25.00	$1,025.00	$42.70	$1,750.70	$45.00	$1,845.00
6	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4	$500.00	$2,000.00	$250.00	$1,000.00	$450.00	$1,800.00	$1,000.00	$4,000.00
7	SUBDRAIN OUTLET	EA	1	$500.00	$500.00	$250.00	$250.00	$900.00	$900.00	$800.00	$800.00
8	PAVEMENT, PCC, 6 INCH	SY	289	$55.00	$15,895.00	$54.90	$15,866.10	$57.30	$16,559.70	$60.00	$17,340.00
9	REMOVAL OF SIDEWALK	SY	233	$10.00	$2,330.00	$9.00	$2,097.00	$19.80	$4,613.40	$15.00	$3,495.00
10	SIDEWALK, PCC, 5 INCH	SY	827	$48.00	$39,696.00	$46.25	$38,248.75	$50.25	$41,556.75	$58.00	$47,966.00
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550	$3.00	$1,650.00	$3.00	$1,650.00	$3.30	$1,815.00	$5.00	$2,750.00
12	CONSTRUCTION SURVEY	LS	1	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$2,310.00	$2,310.00	$5,000.00	$5,000.00
13	MOBILIZATION	LS	1	$8,000.00	$8,000.00	$21,750.00	$21,750.00	$23,670.00	$23,670.00	$15,000.00	$15,000.00
14	CONCRETE WASHOUT	LS	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$990.00	$990.00	$2,000.00	$2,000.00
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1	$29,000.00	$29,000.00	$27,297.00	$27,297.00	$27,210.00	$27,210.00	$27,210.00	$27,210.00
16	PLAY EQUIPMENT INSTALLATION	LS	1	$7,000.00	$7,000.00	$9,200.00	$9,200.00	$9,350.00	$9,350.00	$9,350.00	$9,350.00
17	PLAY SURFACING	SF	1430	$22.00	$31,460.00	$22.54	$32,232.20	$17.27	$24,696.10	$20.00	$28,600.00
18											
19											
	TOTAL BASE BID				**$162,021.00**		**$175,911.95**		**$184,354.25**		**$195,776.00**
	TOTAL BASE BID PLUS ALTERNATE BID PRICE				**$162,021.00**		**$175,911.95**		**$184,354.25**		**$195,776.00**

7-Aug-19

Denotes math error on proposal

H:\MRTNIA_CI_IA\A13118742\3_Design\A_Calculations\[118742 BQM2BID (SUDAS 2019) R1.3.xlsm]BID TAB

TABULATION OF BIDS
A13.118742
CITY OF MARSHALLTOWN
[BID LOCATION]
BMI PROJECT NO.

BOLTON & MENK
Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-0668

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

August 06, 2019 @ 2:00 PM

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14	CONCRETE WASHOUT	LS	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$990.00	$990.00	$2,000.00	$2,000.00
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1	$29,000.00	$29,000.00	$27,297.00	$27,297.00	$27,210.00	$27,210.00	$27,210.00	$27,210.00
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7-Aug-19

Denotes math error on proposal

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2019-202

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT AND BOND WITH CALIBER CONCRETE FOR THE ANSON PARK PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. PRK19001 IN THE AMOUNT OF $175,911.95

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the ANSON PARK PROJECT, being Project No. PRK19001 in the City of Marshalltown, as described in the plans and specifications therefore; and

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

Name and Address of Bidders	**Amount of Bid**
CALIBER CONCRETE	175,911.95
CONCRETE PROFESSIONALS	184,354.25
CON-STRUCT, INC	195,776.00

After consideration of all bids filed, there was determined by the Council that the bid of CALIBER CONCRETE, [of CITY, STATE], is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of CALIBER CONCRETE, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One hundred seventy five thousand, nine hundred eleven and 95/100 (175,911.95) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

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

Section 4. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 5. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa.

Passed this 12th day of August, 2019, and signed this ____ day of August, 2019.

CITY OF MARSHALLTOWN

_____

Joel Greer, Mayor

Attest:

_____

Shari L. Coughenour, City Clerk

RESOLUTION APPRVOING AN AGREEMENT WITH BOLTON AND MENK FOR THE PRELIMINARY PLATTING OF 73.76 ACRES OF CITY-OWNED LAND NORTH OF MARION STREET AT A COST OF $44,800

WHEREAS, the City of Marshalltown owns a vast area of agricultural land north of Marion Street and south of the Water Pollution Control Plant; and

WHEREAS, the Highway 14 Corridor Study targeted the western area of this land for a bypass roadway to divert truck traffic from residential areas on 3rd Avenue directly to the industrial area and 18th Avenue; and

WHEREAS, the Iowa Department of Transportation RISE local development grant program requires that a preliminary plat be completed to show the number of lots and location of lots to be served by a new roadway; and

WHEREAS, the City's requirements for a preliminary plat will result in the roadway getting to the 50 percent design stage, which is also necessary for the roadway project to be constructed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement with Bolton and Menk for preliminary platting services is hereby approved and the Mayor is directed to execute the agreement.

BE IT FURTHER RESOLVED, the expense for the preliminary platting, as well as future expenses for final platting and engineering services shall be paid for by the capital project designated portion of Local Option Sales Tax.

Passed this 12th day of August, 2019, and signed this _____ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

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

MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: August 8, 2019
RE: Prelim Plat Memo

Policy Issue: Council must designate LOST projects by resolution if not budgeted

Recommendation: To approve the resolution as proposed

Background: The Highway 14 Corridor Study had a recommendation for a bypass roadway connecting Edgewood Street through City-owned farm land to a new north/south roadway which would connect to Marion Street. Since the tornado, we have been working with JBS to evaluate what possible funding makes sense for this project. Ultimately, we have determined that a 50% RISE local development grant through the Iowa DOT is the most effective grant process for moving forward. This grant is due on September 1st.

This is considered a grant which funds roadway projects for speculative development, which is what we have as there are no known projects looking for the property proposed for this first phase of the roadway. Therefore the Iowa DOT requires that it be zoned properly for the development and actually platted for development. Bolton and Menk has presented an agreement for preliminary platting services at a cost of $44,800, which also gets us to a 50 percent design phase of the roadway. The intention is to start the rezoning process to M2 at the September Planning & Zoning Commission meeting and further demonstrate to the Iowa DOT that the project is moving forward on a known timeline.

The graphic on the next page shows the 3 City-owned parcels which would be part of this preliminary plat. In order to make the roadway connect to Marion Street, the City would need to purchase property from Alliant Energy, which they have said would be at the same price they purchased from us previously.

The recommended funding source for these initial costs as well as the cost to construct the roadway is LOST that is designated for capital projects. As of June 30, 2019, $2,344,888 exists with this designation. There is no additional revenue under this designation other than what interest is accrued annually. The only planned expenditure in the current fiscal year is $265,000 to support the street projects, which leaves an estimated $2,103,888 to go towards the bypass roadway project.

Budget Impact: $44,800 in LOST- Capital Project funds

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

Marshalltown
All-America City
2012

Attachment: None

EDGEWOOD ROAD EXTENSION – PRELIMINARY PLAT

CITY OF MARSHALLTOWN and BOLTON & MENK, INC.

This Agreement, made this 12th day of August, 2019, by and between the City of Marshalltown, 24 North Center Street, Marshalltown, IA 50158, ("CLIENT"), and BOLTON & MENK, INC., 1519 Baltimore Dr. Ames, IA 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Rezoning and Preliminary Platting for the Edgewood Road Extension ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.

B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

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SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services. Total cost of services shall not exceed $44,800.00 without the prior consent of CLIENT.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Sr. Principal	$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	$60-175
Senior Technician (Inc. Construction, GIS, Survey[1])	$85-180
Technician (Inc. Construction, GIS, Survey[1])	$65-150
Administrative/Corporate Specialists	$45-125
Structural/Electrical/Mechanical/Architect	$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[1] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2019. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.

3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.

4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

6. Expenses required to complete the agreed scope of services or identified in Paragraph III.A.6 will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph , if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

(Remainder of this page intentionally left blank)

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.

2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.

3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than $2,000,000 per occurrence and not less than $2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than $1,000,000 per accident for property damage, $2,000,000 for bodily injuries, death and damages to any one person and $2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.

4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than $500,000 for Bodily Injury by Disease per employee, $500,000.00 for Bodily Injury by Disease aggregate and $500,000 for Bodily Injury by Accident.

5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than $2,000,000 per claim and an annual aggregate of not less than $2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and

hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to,

failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services by for more than 120 days for reasons beyond CONSULTANT'S cause; or,

2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures same within 10 days of receipt of the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under the Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown	CONSULTANT: Bolton & Menk, Inc.
	Greg Broussard
	Principal Engineer

EXHIBIT I

CONSULTANT'S SERVICES

EDGEWOOD ROAD EXTENSION – PRELIMINARY PLAT

MARSHALLTOWN, IOWA

August 12, 2019

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Civil Engineering and Planning services required for the Edgewood Road Extension rezoning and preliminary concept lot layouts between N. 5th Ave and N. 10th Ave. and north of E. Marion St. all on property owned by the City of Marshalltown.

The basic improvements anticipated as part of this Agreement include developing a preliminary plat for the area above.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 1 – TOPOGRAPHIC & Boundary Survey:

Subtask 1.1: Topographic Survey

Description: Bolton & Menk will complete a topographic and boundary survey of the proposed property including the following items.

- Establish horizontal and vertical survey control, based on the Iowa Regional coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
    - Location of downspouts, rain leaders, stoops and steps
    - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
        - The building lines and corners will have a horizontal accuracy of ±0.03 feet
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
    - Trees with diameters under 6 inches will be located, but the diameter will not be included
    - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown

    - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
- Storm Sewer, Watermain and Sanitary Sewer
    - Marked and/or visible structures and service lines
        - Intakes and Manholes
        - Hydrants
        - Water valves and curb stops
    - Structure inventories
        - Rim elevations
        - Pipe sizes
        - Pipe inverts and direction of flow
    - Natural Gas, Communication (Phone/Cable) and Electric
        - Meters, transformers, and pedestals
        - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew
- It is assumed Bolton & Menk, Inc. field staff will be able to use their 4-wheel to gather the topographic shots after the crops have been harvested.

Deliverables

- Certified topographic survey drawing will be submitted in an electronic (Civil3D2019file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

Subtask 1.2: Boundary Survey

Description: Bolton & Menk will complete a boundary survey of the proposed property including the following items.

- Establish the boundary of the property based on the legal description provided by the client.
- Survey markers will be found and verified or placed on the exterior boundary of the site
- File Government Section Corner Certificates on all the required corners with the County Recorder
- Survey map will detail the evaluated evidence and results of the survey; survey map will also display any other potential encroachments to/from the property that were physically observed
- Establish existing right-of-way limits based on the field monumentation, observed prescriptive easement limits, and title reports provided by the County.

Deliverables

- Certified boundary survey drawing will be submitted in an electronic (Civil3D2019file) and hard copy format.

Task 2 – Preliminary plat:

Subtask 2.1: Administration and Coordination

Description: This task will include day-to-day communication with, the City of Marshalltown, and other potentially affected interests. The Bolton & Menk project team will facilitate a kick-off meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements
- Conduct a field review of project area by project team members and City staff if needed

- Adjust the project schedule as required

Deliverables:

- Minutes of kick-off meeting

Subtask 2.2: Preliminary Concept Layout

Description: Bolton and Menk will work with City of Marshalltown to finalize the preliminary layout for the proposed development including lots sizing and road locations. The concept designs will be completed according to City of Marshalltown requirements including the following items.

- Up to 3 Concept layouts for entire site, including:
  - Lot Layout/Sizing
  - Public street layouts
- Bolton & Menk will attend up to two (2) meeting with City Staff during the preliminary concept layout phase.

Subtask 2.3: Final Design

Description: Bolton and Menk will finalize the design and layout for the development and prepare the preliminary plat documents for City of Marshalltown. • Once a final concept is chosen the following shall be provided

- Finalize layout for the proposed development
- Preliminary road profiles and grading.
- The preliminary plat will include the entire property, regardless of intended phasing or schedule of construction.
- Preliminary Public utility horizontal layouts
- Preliminary Storm Water Management layout and sizing recommendations
- Bolton & Menk will attend two meeting with Planning and Zoning Commission and three meeting with City Council.
-

Deliverables

- Completed Preliminary Plat

BASIS OF FEE ASSUMPTIONS

For this proposal the following assumptions were made as to the nature of how or why certain situations would be handled:

- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed
- ROW and/or easements are not anticipated with project.

The services described above in Section I.A. BASIC SERVICES shall be provided on an Hourly not to exceed rate basis as follows:

Scope of Services			
TASK		PRICE	
1	Topo and Boundary Survey	$	16,000.00
2	Preliminary Plat	$	28,800.00
	Total	**$**	**44,800.00**

ITEMS PROVIDED BY CLIENT

The following items are to be provided by CLIENT:

- Existing mapping, as-built plans, reports, and other pertinent information including GIS data

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. WETLAND MITIGATION SERVICES. Performing tasks necessary to identify wetlands or the mitigation of disturbed wetlands including an individual permit and coordination with the U.S. Army Corps of Engineers and the Iowa DNR.

2. CONSTRUCTION DOCUMENTS. Creating plans and specifications for the construction of recommended public improvements.

3. All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit 1.

SET DATE FOR HEARING ON DEVELOPMENT AGREEMENT

(Flint Hills Holdings)

422742-36

Marshalltown, Iowa

August 12, 2019

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 o'clock p.m., on August 12, 2019 at the Council Chambers, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out, related to setting a date for hearing on a Development Agreement with Flint Hill Holdings, in connection with the construction of a 50-unit multi-family development, and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Setting date for public hearing on a Development Agreement with Flint Hills Holdings, including economic development payments in an estimated amount not to exceed $_____

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

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

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with Flint Hills Holdings (the "Developer") in connection with the construction of a 50-unit multi-family housing development to be located in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments equal to 100% of the incremental property taxes to be paid by the Developer, for a period of ten years, in a total estimated amount not to exceed $_____, under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This Council shall meet on the 26th day of August, 2019, at 5:30 o'clock p.m., at the Council Chambers, at which time and place a public hearing will be held on the Development Agreement.

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

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH FLINT HILLS HOLDINGS

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers on the 26th day of August, 2019, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a Development Agreement between the City and Flint Hills Holdings, in connection with the construction of a 50-unit multi-family housing development to be located in Marshalltown Urban Renewal Area No. 4, which provides for certain incentives in the form of economic development tax increment rebate payments in a total amount not exceeding $_____, as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Shari Coughenour
City Clerk

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

Passed and approved August 12, 2019.

_____
Mayor

Attest:

_____
City Clerk

• • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

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

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

WITNESS MY HAND this ____ day of _____, 2019.

_____
City Clerk

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

August 9, 2019

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

Re: Set Hearing on Development Agreement/Flint Hills Holdings
File No. 422742-36

Dear Shari:

Enclosed are copies of a resolution that may be adopted by your City Council on August 12 to set August 26 as the date for a public hearing on the proposed Development Agreement with Flint Hills Holdings.

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

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

Please contact me if you have questions.

Sincerely yours,

Robert E. Josten

Cc by email: Jessica Kinser

#2019-___

RESOLUTION ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARSHALLTOWN WATER WORKS TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 22nd day of July, 2019, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to MARSHALLTOWN WATER WORKS, the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and 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 conveyance by the CITY OF MARSHALLTOWN, IOWA, to MARSHALLTOWN WATER WORKS, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 22nd day of July, 2019, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

707 S 4th St, legally described as follows:
Lot 4, except Parcel A, of Progress Second Addition to Marshall, Marshall County, Iowa, subject to reservation by the City for existing right-of-way as a public street,

to Marshalltown Water Works, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 12th day of August, 2019, and signed this ___ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

#2019-____

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO DAN OSWALD
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 22nd day of July, 2019, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to DAN OSWALD, the property, located in Marshalltown, Iowa, herein after described; and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and 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 conveyance by the CITY OF MARSHALLTOWN, IOWA, to DAN OSWALD, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 22nd day of July, 2019, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

108 North 7th Avenue, legally described as follows:
The South 44 feet of Lots 1 and 2 in Block 3 in Westlakes Addition to Marshall, Marshall County, Iowa, subject to reservation by the City for existing right-of-way as a public street,

to Dan Oswald, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 12th day of August, 2019, and signed this ___ day of August, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Habitat for Humanity®

Dan Oswald
PO Box 785
106 W Maple Ave.
Conrad, IA 50621
563-568-1010

Sealed Bid for 108 N 7th Ave. Marshalltown, IA 50158 in amount of [redacted] $502

Dan Oswald
PO Box 785
Conrad, IA 50621

*Sealed bid for
108 N 7th Avenue
Marshalltown IA

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

City of
JUL 17 2019
Marshalltown
8:57am

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, locally known as 108 North 7th Avenue and legally described as:

The South 44 feet of Lots 1 and 2 in Block 3 in Westlakes Addition to Marshall, Marshall County, Iowa;

from the City of Marshalltown to [NAME]. The consideration for such conveyance shall be the sum of $ 1.00 (one and 00/100) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on August 12, 2019, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

MARSHALLTOWN
IOWA

August 8, 2019

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Addition of Planner position to Housing & Community Development Department

Policy Issue: Over time the City has had a Planner position either in part or full time coverage. When the position became vacant approximately 4 years ago it was not filled due to budgetary restrictions. Over the past several years the duties have been split between the Building Official, Administrative Assistant and Director. The Code Enforcement position was filled in November of 2017 and has also taken on some of the areas of zoning enforcement.

With the completion of several community plans and the ongoing tornado recovery I would like the Council to consider the reinstatement of the Planner position. With the addition of the 6th Lead Based Paint Grant Program we would look to hire a full time person with planning and grant responsibilities.

Recommendation: I am requesting approval to move forward with a full time Planner position who would be funded this FY by the Council designated LOST funds and employee benefit levy and Lead grant funding. Beginning in FY 20/21 the position would be included in the budgeting process with a portion coming from the general fund/employee benefit levy and the other portion from the HUD Lead Program. We would take this position if approved through the civil service process.

Background: Previously the planner has been responsible for zoning enforcement related to building permits, sign permits, board coordination, development review, communication efforts with the public, enforcement action for violations, property maintenance enforcement, long range planning, representation on various community groups and committees, grant writing and administration of various grants.

Over the past several years there has been a lot of community planning efforts that will require significant time and energy in the coordination and implementation phases. We will be proposing code changes related to the Highway 14 Corridor Study and the Downtown Master Plan. Throughout the process with both plans staffing levels were discussed as a challenge the City faces. In order to effectively implement these plans additional staffing becomes critical to process.

In addition to the planning efforts we have taken on a lot of responsibilities associated with the recovery process post tornado and working with dangerous and dilapidated structures. I anticipate the recovery process to take several years. Finally with the new lead grant we had planned to hire 1 full time and 1 part time position. I believe that we can combine the planning

with the part time lead responsibilities to fill a full time position funded through multiple sources.

Budget Impact: The proposed budget for wages and benefits would be $80,250 annually. The following table provides a breakdown for the remainder of the fiscal year with 60% of wages paid by the Council designated LOST funds, 60% of the benefits paid by the employee benefit levy and 40% of wages and benefits to paid by the lead grant. Beginning FY 20/21 the LOST funding would be replaced and with the general fund budget. Lead funding is available until September 2022 provided the position continues to serve in that capacity.

	60% LOST (wages) & Employee Benefit Levy (benefits) this FY	40% Wage & Benefits Lead Program	Remaining FY19/20 Cost Starting 9/1/19
Wage	$27,913.60	$18,609.07	$46,522.67
Benefit	$12,211.18	$8,140.79	$20,351.97
Total	$40,124.78	$26,750.00	$66,874.64

Attachment: none