CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
DECEMBER 9, 2019, 5:30 PM

A. **NOTICE TO PUBLIC**

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

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

E. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

F. **CONSENT AGENDA**

1. Approve Minutes, 11/25/2019, And Bill List $1,571,518.11

   Documents:

   2019-12-09_BillList.pdf
   2019-11-25_Council-minutes.pdf

2. Approve Renewal Tree Trimmer License - Marshall County Tree Service, Expires 4/19/2020

   Documents:

   2020-04-19_Marshall County Tree Service.pdf

3. RESOLUTION 2019-320 APPROVING CONTRACT CHANGE ORDER #3 FOR THE 2017 MANHOLE AND POINT REPAIR PROJECT A DECREASE OF $15,275.00

   Documents:

   Res Con-struct Change order 2019.pdf
   CO Construct 3.pdf

4. RESOLUTION 2019-321 APPROVING CONTRACT CHANGE ORDER

#4 FOR THE HIGH STREET DRAINAGE IMPROVEMENTS PROJECT # BLD17001 A DECREASE OF $28,333.50

Documents:

ResChange order .pdf
CO 4 Construct.pdf

5. RESOLUTION 2019-322 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE HIGH STREET DRAINAGE PROJECT, BEING PROJECT NO. BLD17001, WITH A FINAL PROJECT COST IN THE AMOUNT OF $1,754,817.30

   Documents:

   Completion.pdf

6. RESOLUTION 2019-326 AUTHORIZING THE PURCHASE OF A 2011CASE INTERNATIONAL PUMA 215 MOWING TRACTOR FOR THE STREET DEPARTMENT, FOR THE PRICE OF $75,250.00

   Documents:

   Case tractor resolution.pdf

7. RESOLUTION 2019-327 AUTHORIZING THE PURCHASE OF MEYER 750 BUSHEL MANURE SPREADER FOR THE COMPOST FACILITY, FOR THE PRICE OF $27,000.00

   Documents:

   Manure spreader resolution.pdf

G. **RESOLUTIONS**

1. RESOLUTION 2019-328 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 128 E MAIN STREET, MARSHALLTOWN, IOWA, PARCEL 8418-26-457-016

   Documents:

   12-09-2019-2019-328_RES GRANT DOODAHS.pdf
   12-09-2019_2019-328_Doo Dahs Grant Application and Attachments-1.pdf
   FacadeGrantListing Updated Dec 9 2019.pdf

2. RESOLUTION 2019-329 APPROVING A TEMPORARY LEASE OF 109 SOUTH 1ST AVENUE TO THE MARSHALL COUNTY SHERIFF'S OFFICE FOR VEHICLE STORAGE

   Documents:

   Res Approving Temp Lease 109 S 1 Ave to MCSO.pdf
   Temp Lease for Fire Station.pdf

3. RESOLUTION 2019-323 APPROVING THE USE OF CAPITAL

PROJECT LOCAL OPTION SALES TAX FOR APPRAISAL SERVICES FOR PROPERTIES ADJACENT TO EDGEWOOD STREET

Documents:

Res for Capital LOST for Appraisals.pdf
Marshalltown Bid.pdf

4. RESOLUTION 2019-324 APPROVING AN AGREEMENT WITH BOLTON AND MENK FOR THE FINAL DESIGN AND CONSTRUCTION SERVICES FOR WEST END PARK

Documents:

Res Approving Agreement for West End Park Design.pdf
Attachment B Approved Concept Plans.pdf
Terms of Proposal.pdf
West End Park Agreement.pdf

5. RESOLUTION 2019-325 APPROVING BOND PURCHASE AGREEMENT FOR SEWER REVENUE REFUNDING BONDS, SERIES 2020 AND AUTHORIZING REDEMPTION OF OUTSTANDING SEWER REVENUE BONDS, SERIES 2012 AND SERIES 2014

Documents:

ApprvBPAandRedemption2020SewerRevRfdgMarshalltown422742-37-v1.pdf
Sale of Revenue Bond and Award Memo.pdf

H. **ORDINANCES**

1. ORDINANCE 14992 TO AMEND CITY CODE OF ORDINANCES RELATING TO SPECIAL EVENTS AND THE APPROVAL PROCESS FOR OPEN CONTAINERS OF BEER AND WINE AT SPECIAL EVENTS IN SPECIFIED PARK AREAS, PUBLIC WAYS, OR ANY OTHER CITY PROPERTY, First Reading.

Documents:

14992 - Special Events - Alcohol Ord Revisions.pdf
11-25-2019_report_SPECIAL EVENTS MEMO.pdf

I. **DISCUSSION**

1. Review Of Responses To Auction RFP

Documents:

Memo on Auction RFP.pdf
Auction RFP Responses.pdf

2. 3rd Quarter Strategic Plan Update

Documents:

Q3.2019 Strategic Plan Update.pdf

J. **PUBLIC COMMENT**

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

K. **CLOSED SESSION - REAL ESTATE**

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

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

L. **CLOSED SESSION - PERSONNEL**

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. 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.
Council may take action following closed session if recommended by counsel.

M. **ADJOURN**

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

BILL LIST 12-9-2019

Advertising

Trending.Media/2	232.00

Buildings/Improvements

Advance.Garage./1	250.00
Allied.Constr/1	11,905.90
BLACK.HAWK.ROOF/1	2,583.52
Forman.Ford/1	41,301.03
Garling.Constr/1	17,221.31
Heartland.Finsh/1	20,856.83
TONYS.PLUMBG/1	91,887.88

Consulting & Professional Fees

Bernie.Lowe/3	2,001.67
Bernie.Lowe.Asc/1	334.25
CGA.Assoc/5	29,594.14
Constr.Material/1	821.00
Construct/1	39,526.04
Fox.Engrg.Assc/2	32,891.15
Great.Wstrn.Bnk/1	50.00
Grimes.Buck.Sch/2	2,790.00
GTG.Architects/1	5,274.52
Iowa.One.Call/2	162.90
Lynch.Dallas.PC/10	4,327.50
Story.Constr/2	3,825.32
Wellmark.Inc./1	11,121.58

Contracts

Aramark.Unfrm/3	89.62
Backflow.Preven/1	100.00
BDH/10	6,946.43
Calhoun-Burns/1	927.40
Caliber.Concret/1	43,940.35
Chamber.Commerc/1	50,000.00
Construct/1	6,650.00
Great.Wstrn.Bnk/7	1,315.25
Koch.Office/1	30.60
Lansing.Bros/1	31,991.25
Marsh.Co.Landfi/1	45.65
MRI.Software/3	13,332.88
Open.Edge/1	29.30
PettyCash/1	200.00
Premier.Equip/5	114.71
RICOH.USA.INC/4	132.82
Stericycle.Inc/2	140.00
Stone.Sanit/8	1,647.72
Velocity.EHS/2	1,323.00
Xerox.Corp/2	130.40

Debt Service

CRBT/2	8,707.57
IA.Finance.Auth/1	2,038.06

Library Books

Great.Wstrn.Bnk/12	484.46

Medical

Bernie.Lowe/3	19,029.76
HARTFORD.ACCTS/1	6,713.85
Medtrak.Service/2	1,339.84
Occ.Med.Plus/1	370.00
Wellmark.Inc./6	258,791.18

Payroll.Deductions

American.Educa./1	64.41
AMS.INC/2	41.89
AXA/1	325.00
Collection.Svs./5	1,325.16
Colonial.Life/1	413.55
Fidelity.Securi/3	400.49
Fire.Union.Dues/2	1,140.00
Great.Wstrn.Bnk/3	256.21
I.M.W.C.A/1	5,811.00
I.P.E.R.S./8	76,678.07
I.R.S./6	79,309.24
IA.Treasurer/3	17,707.00
ICMA.457/11	22,652.92
M.F.P.R.S.I./4	119,343.38
Streichers.Inc/7	773.93
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/6	9,128.50
UAW.Local 893/1	148.48
United.Way/4	790.78

Payroll.Net

Payroll/1	284,730.63

Refund/Reimbursed

Great.Wstrn.Bnk/15	271.75
Kelly,T/1	50.00
Schoppe,D/1	340.00
Treas.State.IA/6	241.32
Wellmark.Inc./1	-25,577.06

Rents/Leases

A LOT.INVESTMEN/1	806.00
Ackley.Housing/8	1,477.00
ALCALA,R/1	188.00
AMES,STEVEN/22	5,630.00
Bahr,Larry/1	264.00
Barnes,L/1	275.00
BJ&J.LLC/1	211.00
BLOOD,A/1	406.00
Borota,K/1	347.00
BOULDER.COOP.HS/4	886.00
Brodin,C/1	182.00
BROWN,B/2	192.00
Brown,WS/1	118.00
Bryngelson.Corp/1	333.00
Buckaroo.LLC/3	1,258.00
Burr,Robert/1	268.00
Carbajal,S/1	316.00
Chadderdon,A/1	316.00
Charlier,Q/1	139.00
Chilton,M/1	415.00
CIRSI/8	942.00
CLAWSON,J/1	310.00
CMHC.INVEST/1	251.00
CROSSER,R/1	125.00
Dj.Rentals.Coop/1	217.00
Double.D.Entrp/1	384.00
Eakin,R/1	176.00
ECKLOR,S/3	776.00
Elwayne.Inc./2	641.00
Etter, W/1	482.00
Eubanks,C/4	1,454.00
Farrell.Propert/8	1,884.00
Fischel.Holding/2	386.00
Frese.Propts/4	962.00
FRIEND,T/1	195.00
Friendly.Valley/3	360.00
Gonzales,G/1	409.00
Grant.Park.LLC/18	4,022.00
Gray,D/1	459.00
Hagele,D/1	200.00
Hala,J/4	1,448.00
HARRIS,T/1	324.00
Hartema.Enterp/1	174.00
Hatch,J/1	475.00
Hatch,R/5	2,420.00
Henricksen,H/1	168.00
HESSENIUS,R/3	619.00
Hilltop.Village/5	837.00
HOBSON,W/1	168.00
Hsg.St.Cloud/1	857.00
HUBBARD.MAPLE/4	775.00
Iowa.PheasantAp/2	435.00
Jared,S/2	405.00
JBI.COOP.Assn/5	1,221.00

BILL LIST 12-9-2019

JDL.Rental.Coop/1	810.00
Judge,M/9	2,844.00
LAWSON,R/2	350.00
Lawthers.Prop.M/3	1,218.00
LUENSE,B/4	1,080.00
MATNEY,L/1	263.00
Mtwn/Westown/19	3,998.00
MURPHY,P/1	191.00
Natl.Mngmt.Corp/1	559.00
NAUGHTON,R/1	825.00
North.Tama.Hsg/2	292.00
Oetker,D/3	519.00
Palisade.Holdng/1	137.00
Park.Elms,LLC/4	986.00
Polley,M/1	328.00
Premier.RE.Mgmt/4	1,958.00
PYLE,D/2	540.00
RA.Rental.Prop/1	358.00
RD.Toledo,LLP/1	590.00
Ream,AJ/1	421.00
Reed,T/11	3,479.00
River.Birch/2	637.00
River.Oaks/9	3,104.00
S.E.Invst/3	944.00
Schmidt,M/1	241.00
SCOTT,L/1	384.00
SESKER,R/1	186.00
Specht,D/1	800.00
Specht,G/1	270.00
Squire,B/1	228.00
Steelsmith,G/4	744.00
Sunrise.Apt/2	150.00
Tallcorn.Tower/18	4,240.00
Titus,T/1	146.00
TOWN.APARTMENT/3	275.00
Treas.State.IA/1	188.00
TREVRON,LLC/1	326.00
TTLC.Hsg/1	178.00
VanVoorst,M/1	222.00
VEST,L/1	327.00
WARREN,C/1	216.00
Weatherly.Erin/3	1,305.00
Worent.Inc/1	130.00
ZA.Properties/1	495.00
ZMOLEK,M/1	257.00

Service/Repairs

Advance.Garage./3	6,230.00
Alvarez,F/1	31.00
Aponte,M/1	27.00
Atcher,R/1	980.00
Backflow.Preven/1	1,200.00
BDH/1	79.34
Belin,T/1	7.00
Century.Link/80	1,581.37
Cntrl.IA.Machin/2	361.25
Danner,M/1	7.00
Devig,T/14	990.00
Dirt.to.Turf/3	450.00
Ethington.Htg/1	150.00
FEAGAN,C/1	52.50
Gonzalez,V/1	10.00
Great.Wstrn.Bnk/42	6,307.37
Hogeland.Auto.P/2	345.00
Holmes,K/1	68.00
Hsg.St.Cloud/1	39.39
Kapaun.Brown/1	110.00
Lavender,S/1	68.00
Ledford,M/7	3,325.00
M.Co.Recorder/1	7.00
McAtee.Tire/1	75.00
Moran-Million,J/1	25.00
Morford.Constr/1	3,500.00
Mtwn.Wtrwrks/3	8,372.88
ONE.SOURCE/2	40.00
Racom.Corp/2	157.50
SAYDEE,F/1	38.00
Scharnweber.Wtr/1	27.00
Serrano,A/1	6.00
Sho.Biz Inc/1	12.47
T.S.Y.S./2	155.21
Treas.State.IA/9	158.00
Unison.Solution/1	1,085.00
Vajgrt.R/1	30.00
Wolfe.Eye.Clinc/5	105.00

Supplies/Parts

Advance.Garage./2	2,080.00
Arnold.Motor.Su/27	1,251.88
BDH/9	2,795.55
Bound.Tree.Medi/1	61.08
Bowermaster,D/1	68.60
Career.Step/1	1,197.15
Carl.Zeiss.Visn/2	117.29
City.Laundering/15	1,035.37
Cummins.Service/1	353.56
Electric.Supply/1	34.00
Fastenal.Co/2	107.19
FBI-LEEDA/1	695.00
Galls.LLC/9	966.12
Gillig.LLC/2	410.13
Great.Wstrn.Bnk/153	18,613.63
Hawkeye.Truck/1	402.30
IA.Prison.Ind/1	1,614.00
Kapaun.Brown/1	37.08
Keystone.Lab/1	64.00
Koch.Office/4	4,343.00
McAtee.Tire/1	429.15
Menards/3	176.28
Midland.Scienti/5	5,484.02
Midwest.Frame/1	641.65
Murphy.Tractor./1	398.73
Napa.Auto/2	200.99
Nutrien.Ag.Sol/3	2,483.60
Office.Express/2	62.11
Ohalloran.Inter/1	1,344.87
Racom.Corp/5	805.00
Reliant.Fire.Ap/2	395.69
Road.Machinery/1	114.18
Sho.Biz Inc/3	612.18
Storey.Kenwrthy/1	108.01
Treas.State.IA/1	31.25
Verizon.Wireles/1	756.70
WD.Door.Inc/1	340.00
Zoll.Medical/1	5,915.42

Travel/Training

Great.Wstrn.Bnk/9	552.57
Kinser,J/1	107.64

Utilities

AlliantEnergy/32	25,277.59
Great.Wstrn.Bnk/1	25.23
WoodRiver.Enrgy/4	3,928.18
Total/1024	**1,571,518.11**

Council Proceedings
November 25, 2019

Mayor Greer called the meeting to order at 5:30 PM, November 25, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin. The following employees were honored for their years of service: AJ Accola - 10 years, and Joan Helm - 20 years.

CONSENT AGENDA:

Wirin moved to adopt the Consent agenda: Approve Council Minutes, November 11, November 18, 2019, And Bill List In The Amount Of $1,785,275.34; Receipt Of 11-5-2019, Election Abstract; Receipt Of Civil Service List - Planner; RESOLUTION 2019-301 ADOPTING THE 2020 IOWA FIRE SERVICE HAZARDOUS MATERIALS RESPONSE FEE SCHEDULE; RESOLUTION 2019-302 APPROVING AN AGREEMENT BETWEEN THE CITY OF MARSHALL TOWN, IOWA, AND UNITI FIBER, LLC TO UTILIZE CERTAIN PUBLIC RIGHT OF WAYS FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A COMMUNICATIONS NETWORK; RESOLUTION 2019-303 APPROVING THE MARSHALLTOWN MUNICIPAL AIRPORT FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FEDERAL FUNDING APPLICATION; RESOLUTION 2019-304 APPROVING AN AGREEMENT FOR THE RESIGNATION OF EMPLOYMENT AND RELEASE OF CLAIMS; RESOLUTION 2019-305 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 3; RESOLUTION 2019-307 APPROVING CONTRACT WITH POSPISIL PAINTING INC FOR THE PAINTING OF THE LAZY RIVER AND PLUNGE POOL IN THE AMOUNT OF $46,715; RESOLUTION 2019-308 APPROVING CONTRACT BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND CXT, INC., FOR A FLUSH TOILET BUILDING FOR RIVERVIEW PARK IN THE AMOUNT OF $50,432; Approve Renewal Tree Trimmer License, Ledford Tree And Lawn, Expires 5-12-2020; Liquor License Renewals (January) Dave's 207 E Main; EAST SIDE LIQUOR&GROCERY 1116 EAST NEVADA STREET; Rumours Sports Bar 309 South 12th Ave. Place 7 Rayos Liquor Store 120 E Main St; MAMA DiGrado's PASTA & PIZZA 2500 S. Center St. Suite 1690 Iowa River Brewing Company, Inc. 107 N 1st Street; second by Isom. Motion carried 7-0.

REPORTS

Marshall County Arts & Culture Alliance Executive Director Amber Danielson and the city clerk explained the Lean Process Review for the Special Events application, which was evaluated for ease of use and compliance with the council's strategic goals. The lean group identified efficiencies and implemented internal changes benefitting both external and internal customers.
Cahill moved to bring an ordinance forward to consider changes to Special Events and consumption of beer and wine at approved events, second by Martin. Motion carried 6-1, Hoop dissenting.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2019-306 TO APPROVE THE CODE BUILDING UPGRADE GRANT APPLICATION FOR 10 E. MAIN STREET, 2ND FLOOR, MARSHALLTOWN, IOWA, second by Wirin. The code upgrade work on the property is eligible for 25% reimbursement of $31,722, not to exceed $7,930.50. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-309 TO AMEND CITY OF MARSHALLTOWN EMPLOYEE POLICY MANUAL FOR EMPLOYEES BY REVISING POLICY 2.15, RESIDENCY REQUIREMENTS, BY AMENDING RESOLUTION 2010-186, TO AMEND CITY OF MARSHALLTOWN POLICY MANUAL FOR EMPLOYEES BY REVISING POLICY 2.15, RESIDENCY REQUIREMENTS, RELATING TO PUBLIC SAFETY PERSONNEL, second by Martin. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2019-310 AUTHORIZING THE MARSHALLTOWN FIRE DEPARTMENT AND THE MARSHALLTOWN POLICE DEPARTMENT TO PURCHASE A PUBLIC SAFETY UNMANNED AERIAL VEHICLE (DRONE), WITH A BUDGET NOT TO EXCEED $35,000.00, UTILIZING SURPLUS DOLLARS FROM THE FIRE AND POLICE BUILDING PROJECT, second by Cahill. Chief Tupper recommended the purchase to enhance critical safety response in an emergency. Resolution adopted 6-1, Lamer dissenting, citing concern about using project funds until the project is closed out.

Isom moved to adopt RESOLUTION 2019-311 APPROVING THE FY2019 ANNUAL FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN, second by Gowdy. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-312 AUTHORIZING THE ISSUANCE OF $8,830,000 GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2019, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME, second by Cahill. The city retains Moody rating of Aa2. The bonds have a true interest rate of 1.7966% with premium. Resolution adopted 5-2, Lamer and Hoop dissenting.

Wirin moved to adopt RESOLUTION 2019-313 APPROVING THE USE OF $20,940 OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO FOR THE DEVELOPMENT OF DOWNTOWN DESIGN GUIDELINES, second by Isom. The City's Downtown Master Plan provided the foundation for such design guidelines. The City will partner with Main Street, Plan Zoning Commission, the State's Historical Architect for development of the guidelines and in addition, require major public input on this process prior to council recommendation and approval of the final design guidelines. Chamber Executive Olberding explained the guidelines are an important step in recovering from the tornado damage. Resolution adopted 7-0.

Lamer moved to adopt RESOLUTION 2019-314 APPROVING AGREEMENT AMENDMENT NO. 3 BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND STORY CONSTRUCTION FOR TEMPORARY FACILITIES FOR THE POLICE AND FIRE PROJECT, BEING PROJECT NO. BLD 17001, second by Wirin. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2019-315 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF $2,066.28 and RESOLUTION 2019-316 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-3 PAINTING FOR HEARTLAND FINISHES AN INCREASE OF $3001.86, second by Martin. Resolutions adopted 7-0.

Gowdy moved to adopt RESOLUTION 2019-317 APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN, second by Cahill. Resolution adopted 7-0.

Mayor Greer declared the public hearing open at 6:44 PM for the agreement with the Chamber utilizing funds from Urban Renewal Area #3. There were no written comments received by the clerk. Chamber Executive Olberding spoke as to how the economic development agreement strengthens the collaboration with the city. The five year agreement is not to exceed $250,000. Mayor Greer declared the public hearing closed at 6:46 PM.

Lamer moved to adopt RESOLUTION 2019-318 APPROVING AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH MARSHALLTOWN AREA CHAMBER OF COMMERCE, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT, second by Gowdy. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2019-319 AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE CITY OF MARSHALLTOWN, second by Isom. Resolution adopted 7-0.

ORDINANCES:

Mayor Greer declared the public hearing open at 6:57 PM for the rezoning of areas defined in Ordinance 14989. Attorney Marquess presented a petition requesting no zoning change. Receipt of the petition requires a supermajority of the council to proceed with the change. Chamber Executive Olberding spoke in favor of the zoning, and described benefits, being significant Department of Transportation investment in the community, improvement of the Highway 14 Corridor on the north, removes an hazardous intersection, and opens up future area for manufacturing development. Region Six Planner Julie Winters spoke in favor of the rezoning, citing the unique opportunity for the USA EDA grant utilizing disaster supplemental funds, which could be withdrawn if the project is not approved timely by the council. Spohnheimer also addressed the council, stating the funding is available now, and the project as designed could cure Highway 14 corridor safety issues. Kinser clarified there is more right of way at the Edgewood Street intersection than the Marion Street, improved from 50' to 120 feet.

Several individuals spoke against the proposed rezoning, citing the safety issue is moved to Edgewood. Lamer asked if there were plans for landscaping barrier or relocation of residents. Spohnheimer answered there is no plan for relocation, however, a 50' wide buffer is planned to the east of existing residences on the east side of N 5th Avenue. There are no planned improvements to Edgewood Street, just the use of the street. Mayor Greer declared the public hearing closed at 7:19 PM.

Cahill moved to adopt the third reading of and Ordinance No. 14989, Rezoning Parcels 8418-26-229-015, 8418-25-151- 001 & 8418-25-101-002 From R-2, Low Density Residential To M-2, Heavy Industry, second by Isom. Third reading and Ordinance adopted 6-1, with Lamer dissenting.

Wirin moved to adopt the second reading of ORDINANCE 14991 TO AMEND THE NUMBER OF HANDICAP PARKING SPACES, TO ADD ONE SPACE ON THE WEST SIDE OF S 6TH STREET IN THE 300 BLOCK, ONE SPACE AS SIGNED, second by Gowdy. The Seventh Adventist Church requested an additional handicap space in front of their building. Second reading adopted 7-0.

Wirin moved to waive the third reading and adopt Ordinance 14991, second by Gowdy. Third reading waived and Ordinance adopted 7-0.

DISCUSSION:
The council discussed the contract with IVCC to perform maintenance of the McTV governmental access channel, in place since 1998. Staff recommended disbanding the McTV Cable Advisory Board, effective June 30, 2020. Meeting content will be provided by the city online and KDAO TV will continue to offer the council meetings on UHF Channel 45. The annual contract with IVCC is in excess of $50,000, and was funded with Mediacom's franchise fees. The council provided general direction to proceed as recommended.

PUBLIC COMMENT:
There were no public comments.

CLOSED SESSION – PENDING LITIGATION
At 7:49 PM, Gowdy moved to enter into closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047. and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Isom. Motion carried 7-0.

At 8:23 PM, Cahill moved to enter into open session, second by Wirin. Motion carried 7-0. Roll call: All present. The meeting promptly adjourned.

ADJOURNMENT:
Meeting Adjourned at 8:23 PM

Respectfully submitted,

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____

ATTEST: Joel T.S. Greer, Mayor

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN
APPLICATION FOR A TREE TRIMMER LICENSE

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

Name of Business: Marshall County tree Service

Address of Business: 1802 So 7th Ave

Business Telephone: 641-751-9749

Owner(s) of Business: Mike Liskowiak

Home Address/ Telephone of Owners: SAME

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

Sales Tax Number: 1-64-014159

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

Date of commencement of business: 4-12-2000

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
Yes ____ No ____ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

_____

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
2002 Chevy truck	595-40R IA	Mike Liskowiak

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

_____
Applicant

_____
Applicant

Date: 12-3-19
$25.00 Fee paid _____

Approved by City Council on _____

_____
City Administrator

7/98

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2019

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

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

PRODUCER

Shomo-Madsen Insurance
22 E Main St
Marshalltown IA 50158

CONTACT NAME: Brandi Zednichek
PHONE (A/C, No, Ext): (641)753-6691 FAX (A/C, No): (641)752-5360
E-MAIL ADDRESS: bzednichek@shomo-madsen.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : M.J. Kelly	
INSURER B : Progressive Insurance	38628
INSURER C : Liberty Mutual Ins Group	15417
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Liskowiak, Michael (C), DBA: Marshall County Tree & Iowa Metal
1802 S 7th Ave
Marshalltown IA 50158

COVERAGES **CERTIFICATE NUMBER:** MasterCert19/20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			101PKG0012662-08	04/12/2019	04/12/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			05718227-8	04/10/2019	04/10/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-34S-532265-049	04/17/2019	04/17/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Marshalltown
24 N. Center Street
Marshalltown IA 50158

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brandi Zednichek

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE 2017 MANHOLE AND POINT REPAIR PROJECT
A DECREASE OF $15,275.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, for the labor and material for the 2017 Manhole and Point Repair Project; and

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 #3 for the 2017 Manhole and Point Repair Project, in the decreased amount of $15,275.00 is hereby accepted and approved.

Passed this 9th day of December 2019, and signed this _____ day of_____, 2019.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Change Order
No. 3

Project: **2017 Manhole and Point Repair Project**	Date of Contract: **5/13/2019**
Owner: **City of Marshalltown**	Owner's Contract No.: **59016002**
Engineer: **FOX Engineering Associates, Inc.**	Engineer's Project No.: **2407-15A**
Contractor: **Con-struct Inc.**	Date of Issuance: **11/27/2019**

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

DESCRIPTIONS:

Item 1 Add 80 LF of 6-inch sanitary sewer main at a cost of $380/LF and a total cost of $30,400.00, installed per the city specifications.

Item 2 Deduct 75 LF of 8-inch sanitary sewer main at a cost of $385/LF and a total cost of $28,875.00.

Item 3 Change the manhole drops from an external drop to an internal drop as per the new city detail for internal drops at a cost of $1,500 each.

Deduct four external drops at a bid cost of $5,700/EA and replace with four internal drops at a cost of $1,500/EA for a total deduct of $16,800.

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$3,848,272.45

☒ Increase ☐ Decrease from previously approved Change Orders:

$53,561.50

Contract Price prior to this Change Order:

$3,901,833.95

☐ Increase ☒ Decrease of this Change Order:

$15,275.00

Contract Price incorporating this Change Order:

$3,886,558.95

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar
Substantial completion: June 26, 2020
Ready for final payment: July 31, 2020

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

Contract Times prior to this Change Order:
Substantial completion: 9/25/2020
Ready for final payment: 10/30/2020

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

Contract Times with all approved Change Orders:
Substantial completion: 9/25/2020
Ready for final payment: 10/30/2020

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 11/27/2019	Date: _____	Date: 12/3/19

RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE HIGH STREET DRAINAGE IMPROVEMENTS PROJECT # BLD17001
A DECREASE OF $28,333.50

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, for the labor and material for the High Street Drainage Improvement Project #BLD17001; and

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 #4 for the High Street Drainage Project, in the decreased amount of $1,754,817.30 is hereby accepted and approved.

Passed this 9th day of December 2019, and signed this _____ day of_____, 2019.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

No. 004

PROJECT: High Street Drainage Improvements

DATE OF ISSUANCE: November 25, 2019 EFFECTIVE DATE: November 25, 2019

OWNER: City of Marshalltown

ENGINEER'S PROEJCT NO. A13.114178

CONTRACTOR: Con-Struct ENGINEER: Bolton & Menk, Inc

You are directed to make the following changes in the Contract Documents.

Description:

Quantity Balance

Reduce retainage from 5% to 1.75% to cover twice the value of the punch list items remaining.

Reason for Change Order:

Balancing items for field measured quantities.

Attachements (List of Documents Supporting Change):

See Attached

CHANGES IN CONTRACT PRICE:	CHANGES IN CONTRACT TIMES:
Original Contract Price $1,749,100.80	Original Contract Times Substantial Completion: 113 days or dates Ready for final payment: ____ days or dates
Net Changes from Change Order No. 001 to No. 003 $34,050.00	Net changes from previous Change Orders No. 001 to No. 003 5 days
Contract Price Prior to this Change Order $1,783,150.80	Contract Times Prior to this Change Order Substantial Completion: 118 days or dates Ready for final payment: ____ days or dates
Net Increase of this Change Order -$28,333.50	Net (Increase/Decrease/No Change) of this Change Order 0 days
Contract Price with all approved Change Orders $1,754,817.30	Contract Times will all approved Change Orders Substantial Completion: 118 days or dates Ready for final payment: ____ days or dates

RECOMMENDED:

By: Gregory Broomard
Engineer (Authorized Signature)

Date: 11/25/2019

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 12/3/19

BOLTON & MENK
Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

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

December 3, 2019

Justin Nickel

RE: High Street Drainage Improvements
Change Order #4
Marshalltown, Iowa

Dear Justin,

Attached is change order #4 for your review and approval. Item quantities have been adjusted to balance the field measured quantities. Change order also includes the partial release of retainage.

The document has been signed by the Engineer and is recommended for approval at the next City Council Meeting.

Sincerely,

Bolton & Menk, Inc.

Gregory Broussard

Greg Broussard, P.E.
Project Manager

Bolton & Menk is an equal opportunity employer.

CHANGE ORDER SUPPORTING DOCUMENTATION

CHANGE ORDER #1 -High Street Drainage Improvements

ITEM NO	SUDAS REFERENCE ITEM	ITEM	UNIT	UNIT PRICE	ORIGINAL BID QUANTITY	PREVIOUS CHANGE ORDER QUANTITIES	CONTRACT QUANTITY PRIOR TO THIS CHANGE	CURRENT CHANGE ORDER QUANTITY CHANGE	REVISED CONTRACT QUANTITY	CURRENT CHANGE ORDER VALUE
4	2010-108-G-0-1	SUBGRADE PREPARATION	SY	$4.00	4,472	0	4,472	62	4,534.0	$ 248.00
5	2010-108-H-0-1	SUBGRADE TREATMENT, GEOGRID (TRIANGULAR), TYPE 3	SY	$3.50	4,472	0	4,472	62	4,534.0	$ 217.00
6	2010-108-I-0-1	SUBBASE, MODIFIED, 6-INCH	SY	$9.00	4,472	0	4,472	62	4,534.0	$ 558.00
8	2010-108-X-0-1	EXPLORATORY EXCAVATION	HR	$600.00	8	0	8	-7	1.0	$ (4,200.00)
10	3010-108-C-0-1	TRENCH FOUNDATION	TON	$25.00	50	0	50	-50	0.0	$ (1,250.00)
11	3010-108-D-0-1	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	$40.00	200	0	200	-182	18.0	$ (7,280.00)
12	4010-108-A-1-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 INCH	LF	$80.00	145	0	145	31	176.0	$ 2,480.00
13	4010-1088-A-1-2	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 INCH	LF	$82.00	279	0	279	-3	276.0	$ (246.00)
14	4010-108-F-0-1	SANITARY SEWER SERVICE RELOCATION	EA	$2,200.00	5	0	5	3	8	$ 6,600.00
ver twice th	4020-108-A-1-7	STORM SEWER, TRENCHED, RCP 18" X 28.5" ARCHED	LF	$110.00	27	0	27	-5	22.0	$ (550.00)
24	4020-108-C-0-2	REMOVAL OF STORM SEWER, >36 INCH	LF	$30.00	278	0	278	68	346	$ 2,040.00
29	4040-108-E-0-1	STORM SEWER SERVICE STUB RECONNECTION	EA	$500.00	10	0	10	-2	8.0	$ (1,000.00)
30	5010-108-A-1-1	WATER MAIN, TRENCHED, SDR 18, 6 INCH	LF	$15.00	238	0	238	-105	133	$ (1,575.00)
31	5010-108-C-2-1	WATER MAIN, FITTINGS	LB	$6.00	468	0	468	133	601.0	$ 798.00
32	5010-108-E-1-1	WATER SERVICE PIPE	EA	$2,300.00	5	0	5	-1	4	$ (2,300.00)
35	5020-108-A-0-1	VALVE, GATE, 6 INCH	EA	$1,400.00	2	-1	1	1	2.0	$ 1,400.00
46	6010-108-H-0-1	REMOVE MANHOLE	EA	$700.00	8	0	8	1	9	$ 700.00
48	7010-108-E-0-1	CURB AND GUTTER, 2.5 FEET	LF	$30.00	2,148	0	2,148	32	2,180.0	$ 960.00
49	7020-108-A-0-1	PAVEMENT, HMA, ACC SURFACE COURSE, 1.5 INCH, 1/2" MIX, PG 58-28S	T0N	$123.00	310	0	310	26	336	$ 3,198.00
50	7020-108-A-0-2	PAVEMENT, HMA, INTERMEDIATE COURSE, 2.5 INCH, 1/2" MIX, PG 58-28S	TON	$110.00	520	0	520	-124	396.0	$ (13,640.00)
51	7020-108-A-0-3	PAVEMENT, HMA, BASE COURSE, 3 INCH, 3/4" MIX, PG 58-28S	TON	$110.00	620	0	620	18	638	$ 1,980.00
53	7030-108-A-0-1	REMOVAL OF SIDEWALK	SY	$10.00	412	0	412	-49	363.0	$ (490.00)
55	7030-108-E-0-1	SIDEWALK, PCC, 4 INCH	SY	$50.00	354	0	354	9	363	$ 450.00
58	7030-108-H-1-4	DRIVEWAY, PAVED, PCC, 6 INCH	SY	$50.00	363	0	363	62	425.0	$ 3,100.00
60	7040-108-H-0-1	PAVEMENT REMOVAL	SY	$8.00	3,959	0	3,959	55	4,014	$ 440.00
61	9010-108-B-0-1	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	$3,850.00	2	0	2	0	1.81	$ (731.50)
63	9020-108-B-A-0-1	SOD	SQ	$126.00	69	0	69	-2	67	$ (252.00)
64	9030-108-A-0-1	PLANTS, TREE	EACH	$660.00	5	0	5	-5	0.0	$ (3,300.00)
67	9040-108-E-0-1	TEMPORARY RECP, TYPE 2	SY	$5.50	550	0	550	576	1,126	$ 3,168.00
68	9040-108-J-0-1	RIP RAP, CLASS E	TON	$55.00	75	0	75	122	197.0	$ 6,710.00
69	9040-108-N-1-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	$2.00	2,000	0	2,000	-1,275	725	$ (2,550.00)
70	9040-108-O-1-1	STABILIZED CONSTRUCTION ENTRANCE	SY	$18.00	306	0	306	-182	124.0	$ (3,276.00)
71	9040-108-T-1-1	INLET PROTECTION DEVICE, DROP IN PROTECTION	EA	$165.00	17	0	17	-6	11	$ (990.00)
77	11050-108-A-0-1	CONCRETE WASHOUT	LS	$2,500.00	1	0	1	-1	0.0	$ (2,500.00)
79	12010-XXX-X-2	LEVEE - LEVEL 1 ACTION	EA	$10,000.00	1	0	1	-1	0	$ (10,000.00)
80	12010-XXX-X-3	LEVEE - LEVEL 2 ACTION	EA	$5,000.00	1	0	1	-1	0.0	$ (5,000.00)
94		TEMPORARY SEEDING	ACRE	$3,000.00	0	1.3	1.3	-0.75	0.55	$ (2,250.00)
								0		$ -
								0		$ -
									Total Change Order Amount	**$ (28,333.50)**

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE HIGH STREET DRAINAGE PROJECT, BEING PROJECT NO. BLD17001, WITH A FINAL PROJECT COST IN THE AMOUNT OF $1,754,817.30

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the High Street Drainage Project, and

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

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

Section 1. That the labor and material for the High Street Drainage Project, being project No. BLD17001, 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 Bolton and Menk, including the payment of the items called for in said contract and Statement of Completion.

Passed this 9th day of December, 2019 and signed this _____day of December, 2019

CITY OF MARSHALLTOWN

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, City Clerk

RESOLUTION AUTHORIZING THE PURCHASE OF A 2011CASE INTERNATIONAL PUMA 215 MOWING TRACTOR FOR THE STREET DEPARTMENT, FOR THE PRICE OF $75,250.00

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

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

Section 1. That the City of Marshalltown accepts the amount for said Case tractor in the amount of $75,250.00

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

Passed this 9th day of December, 2019, and signed this 9th day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION AUTHORIZING THE PURCHASE OF MEYER 750 BUSHEL MANURE SPREADER FOR THE COMPOST FACILITY, FOR THE PRICE OF $27,000.00

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

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

Section 1. That the City of Marshalltown accepts the amount for said Meyer manure spreader in the amount of $27,000.00

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

Passed this 9th day of December, 2019, and signed this 9th day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

2019-328

RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR

128 E MAIN STREET, MARSHALLTOWN, IOWA, PARCEL 8418-26-457-016

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 historic district to help rehabilitate and restore eligible buildings. The Marshalltown Central Business District administers the Façade Grant Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 128 E. Main St., which is being purchased on contract by CKROBIN, LLC, for signage, window and door repairs of Doo Dah's Restaurant; and

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

WHEREAS, the owner has provided an estimate of construction costs of $7,578.75, with 25% eligible for reimbursement, which is $1,894.69; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to $1,894.69 for the reimbursement to CKROBIN, LLC., for the facade improvement at 128 E. Main Street.

PASSED this 9th day of December, 2019, and signed this ___ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

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

City Council
Marshalltown, IA

December 5, 2019

Dear Mayor and Councilors,

I am writing this to submit a Facade Grant request, on behalf of Doo Dah's Restaurant. They would like to replace their front commercial window and door, along with convert their business signage to LED, and re-install onto the front of their building. The Downtown Incentive Committee met on December 5th, to review the request. The request is as follows:

Window & Door Installation	$5,778.75	
Signage	$1,800.00	
Total Expense	$7,578.75 x 25% Reimbursement	= **$1,894.69 Reimbursable Expense**

This request complies with the Facade Grant guidelines. Committee members Doug Husak, Joe Roenfeldt, and Deb Millizer approve this request. Diana Steiner was unable to participate in the vote due to time restraints, however was included in communication of grant request.

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

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District
Façade Grant Application

Property Information:

Address: 128 Ee. Main St. Marshalltown IA

Current Tenant (Business Name): Doo Dah's

Use: Restaurant Zoning: Commercial

Applicant Information:

Name of Applicant: Craig Robinson

Mailing Address: 128 Ee. Main Marshalltown IA
Street City, State Zip

Phone: 641-752-1213 Fax: _____ Cell: 641-750-2564

Owner Information (If different from applicant information):

Name of Applicant: CKROBIN, LLC

Mailing Address: 207 N MAPLE ST, GILMAN, IA 50106
Street City, State Zip

Phone: 641-752-1213 Fax: _____ Cell: 641-750-2564

Proposed use of funds (Check all that apply)	Est. Cost
___ Awning	$_____
___ Awning with façade project	$_____
___ Brick cleaning and tuckpointing	$_____
___ Exterior lighting	$_____
___ Painting of exterior surface	$_____
___ Preservation of architectural elements	$_____
___ Removal of inappropriate elements	$_____
✓ Signage	$ 1800.00
___ Storefront rehabilitation/restoration	$_____
✓ Window and/or door repair	$ 5778.75
___ Other; explain	$_____
Total estimated cost	$ 7,578.75
Grant amount requested	$ 1894.69
Low Interest Loan amount requested	$ —

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

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

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

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

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

K Craig Rabin 12-4-19

Signature of Applicant **Date**

Signature of Owner **Date**

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

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

Marshalltown Central Business District/ Facade Grant Application

MARSHALL GLASS
10 N THIRD AVE
Marshalltown, IA 50158

Copy 1

PH:641-752-3381 FAX:(641) 752-2808

Federal Tax ID: 84-1936647

P/O#: Craig
Taken By: Joyce
Installer:

SalesRep:

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Quote: Q009882
Date: 12/3/2019
Time: 09:15 AM

Bill To: WalkIn

Doo Dahs
128 E Main
MARSHALLTOWN, IA 50158

(641) 752-1213

Sold To: WalkIn

Doo Dahs
128 E Main
MARSHALLTOWN, IA 50158

Qty	Part Number	Description	Disc%	Sell	Total
1	COM	Commercial Glazing New store front and door 1" IG's Low-E	0	$3,414.70	$3,414.70
1	LA	Labor	0	$1,836.00	$1,836.00
1	MISC		0	$150.00	$150.00

Please pay off this invoice. No statement will follow.

Bronze Frames
1" IG's Low-E glass
standard door hardware narrow stile
10" bottom rail

Total:	
Sub Total:	$5,400.70
Tax:	$378.05
Total:	$5,778.75

WEB Electric, Inc.
711 W. Madison Street
Marshalltown, IA 50158
Office: 641-752-6474
Fax: 641-752-0875

Estimate

Estimate submitted to:

Doo Dah's
128 E Main St
Marshalltown, IA 50158

Date: December 3, 2019

Convert sign to LED and re-install due to tornado damage July 19, 2018:

Estimate $1800.00

WE PROPOSE, HEREBY, TO FURNISH MATERIAL AND LABOR—COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS.
AUTHORIZED SIGNATURE:
Mandy Fox for John Fox

Mandy Fox

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.
ACCEPTED SIGNATURE: DATE:

Please sign, date, and return to us at your convenience

This estimate may be withdrawn by WEB Electric, Inc. if not accepted within 30 days.

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

Year	Address	Owner	Grant Amt	Total Investment
2006	36 E Main St	Those Ink Guys	5,003.00	$20,015
2007	219 E Main St	Bob's Furniture	7,110.00	$30,325
2007	117 W Main St	Mike's Bikes	7,395.00	$31,927
2008	118 W Main St	Headliner	5,743.00	$22,973
2010	107 N Center St	Showroom Auto	21,698.00	$179,528
2010	118 E Main St	Peglow Law	8,500.00	$49,545
2010	101 W Main St	Devaul Inc	14,994.00	$105,000
2010	23 W Main St	Lillie Mae - approved not funded		
2010	5 W Main St	Ocean City	16,693.00	$91,243
2011	4 E Main St	Zamora Market	2,688.50	$50,000
2012	5 W Boone St	Don Anderson	13,121.50	$160,609
2013	134 E Main St	Common Bond	45,500.00	$8,000,000
2013	119 E Main St	Kester	20,000.00	$160,000
2014	105 W Main St: Downtown Leases &	McGregor - Antique	12,500.00	$180,000
2015	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	$282,776
2015	208 E Church St	Aaron Benscoster	20,000.00	$490,000
2015	16 E Main St	CGA	5,740.00	$22,960
2015	119 E Main St	Kester	5,445.70	$24,053
2015	207 E Church St	Stufflebeam Plaza	2,583.75	$29,622
2017	116 W Main St; Optical Center	Julie Schossow	8,500.00	$38,650
2019	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	$10,158
2019	14 E. Main: Northwestern	CGA Properties	8,371.75	$33,487
2019	17 N. 1st St.	Avalos	8,500.00	$35,303
2019	19-21 S. 2nd Ave	Hagstrand	10,728.00	$42,915
2019	30 E Main (Façade)	Miller	6,378.00	$25,512
2019	30 E. Main (Code Upgrade)	Miller	15,284.25	$61,137
2019-3	10 E. Main 2nd Floor (Code Upgra	Professional Developers	7,930.50	$31,722
	SUB-TOTAL		**333,919.95**	$10,209,460
COUNCIL REALLOCATED TO MCBD FOR OPERATIONS DUE TO TORNADO FY19			40,000.00	
	TOTAL COMMITTED		**373,919.95**	
CERTIFIED FUNDS			**390,000.00**	
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand			**20,000.00**	
BALANCE REMAINING BEFORE COUNCIL APPROVAL NOV 25, 2019			**36,080.05**	
Requests for consideration 12/9/2019:				
	128 E. Main Street (Façade)	CKROBIN	(1,894.69)	
Balance if requests approved			34,185.36	

RESOLUTION APPRVOING A TEPMORARY LEASE OF 109 SOUTH 1ST AVENUE TO THE MARSHALL COUNTY SHERIFF'S OFFICE FOR VEHICLE STORAGE

WHEREAS, the City of Marshalltown owns property at 109 South 1st Avenue, which was utilized as the Fire Station until the new facility was built; and

WHEREAS, this property is currently vacant while the City Council considers disposal options; and

WHEREAS, the Marshall County Sheriff's Office has requested a month-to-month lease of the building to house a vehicle that can no longer be stored indoors at their facility; and

WHEREAS, the Marshall County Sheriff's Office is proposing $100 per month in rent;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached lease agreement with the Marshall County Sheriff's Office is hereby approved and the Mayor is directed to execute the agreement.

Passed this 9th day of December, 2019, and signed this _____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this _____ day of _____, _____

BETWEEN:

City of Marshalltown of 24 N. Center St, Marshalltown, IA 50158
Telephone: (641) 754-5701 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

Marshall County Sheriff's Office of 2369 Jessup Ave, Marshalltown, IA 50158
Telephone: (641) 754-6380
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
    a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
    b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 109 S. 1st Ave, Marshalltown, IA 50158, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
    c. "Common Areas and Facilities" mean:
        i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas

above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the building at 109 S. 1st Ave, Marshalltown, IA 50158.

f. "Rent" means the total of Base Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the building municipally described as 109 S. 1st Ave, Marshalltown, IA 50158, (the "Premises").
   The Premises will be used for only the following permitted use (the "Permitted Use"):
   vehicle storage.

4. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

5. The term of the Lease is a periodic tenancy commencing at 12:00 noon on December 15, 2019 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy (the "Term").

6. Notwithstanding that the Term commences on December 15, 2019, the Tenant is entitled to possession of the Premises at 12:00 noon on December 10, 2019.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of $100.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
8. The Tenant will pay the Base Rent on or before the 15th of each and every month of the Term to the Landlord.
9. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

10. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

11. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

12. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.
13. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata

accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Inspections

14. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

Utilities and Other Costs

15. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.

Insurance

16. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

17. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

18. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Iowa, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

19. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Iowa (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

20. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Provisions

21. The tenant will maintain insurance coverage for any property owned by the tenant and stored or kept on the property. The landlord will not be liable for any injuries to the tenant's employees or personnel while on the property. A copy of the tenant's liability coverage will be provided to the landlord.

22. The building will only be used by the tenant to store one vehicle temporarily. That vehicle being a Bluebird bus mobile command center.
    The tenant will not have personnel occupy the building on anything other than a temporary basis as needed to perform maintenance on said vehicle or to move the vehicle to or from the property for storage. There will be no personnel or staff utilizing the building for any other purpose.

23. The landlord will have full access to the property for any purpose without advance notice to the tenant.

Care and Use of Premises

24. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

25. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

26. The Tenant will not engage in any illegal trade or activity on or about the Premises.
27. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

28. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

29. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

30. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

31. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
32. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
33. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
34. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
35. Time is of the essence in this Lease.
36. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on

either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of _____, _____

City of Marshalltown (Landlord)

_____

(Witness) Per:_____(SEAL)

Marshall County Sheriff's Office (Tenant)

_____

(Witness) Per:_____(SEAL)

©2002-2019 LawDepot.com®

RESOLUTION APPROVING THE USE OF CAPITAL PROJECT LOCAL OPTION SALES TAX FOR APPRAISAL SERVICES FOR PROPERTIES ADJACENT TO EDGEWOOD STREET

WHEREAS, the City of Marshalltown is in the planning and design process for extending Edgewood Street beyond its current terminus at 5th Avenue into the agricultural land to the east which is currently owned by the City; and

WHEREAS, residents adjacent to Edgewood Street have expressed concern about the project and its potential impacts to their properties; and

WHEREAS, the City Council expressed a desire to look at buying current owners out of their properties to provide some relief to current property owners; and

WHERAS, Request for Quotes were requested from appraisal firms in central Iowa to facilitate getting the City Council the information necessary to make future decisions on property acquisition along Edgewood Street; and

WHEREAS, the Capital Project Local Option Sales Tax has been pledged wholly to the construction of the Edgewood Extension;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that $2,000 is approved of Capital Project Local Option Sales Tax to be used for appraisal services, with any differences in the construction of the Edgewood Extension to come from the Road Use Tax Fund.

Passed this 9th day of December, 2019 and signed this ____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Rally Appraisal, L.L.C.
Cedar Falls Office • 209 Franklin Street, Suite A3 • Cedar Falls, IA 50613
Clint Cota - Manager
Jim Herink – Senior Appraiser
Adam Horan
Dextar Klostermann
Dave Passmore - Commercial Manager MAI
Phone: (319) 266-9373
www.rallyappraisal.com

December 2, 2019

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

RE: Request for Bids

Dear Ms. Kinser:

Per your request, I am providing a bid for an appraisal of the following properties.

Property	**Bid Amount**
305 Edgewood Street	$350
820 North 4th Avenue	$300
817-819 North 4th Avenue	$1,400
818 North 5th Avenue	$350
819 North 5th Avenue	$350
901 North 5th Avenue	$300
902 North 5th Avenue	$350
402 Edgewood Street	$350
901 North 4th Avenue	$350
310 Edgewood Street	$350

The appraisal reports can be complete no later than 30 days after acceptance of this bid.

Sincerely,

_____
James Herink Certified General Real Property Appraiser, CG02627 (Iowa)

RESOLUTION APPRVOING AN AGREEMENT WITH BOLTON AND MENK FOR THE FINAL DESIGN AND CONSTRUCTION SERVICES FOR WEST END PARK

WHEREAS, West End Park, located in the 13th Street District, sustained significant damage as a result of the July 19, 2018, tornaod; and

WHEREAS, the City Council approved the use of some of the insurance proceeds to prepare a Master Plan for West End Park, which was developed by Bolton and Menk working together with City staff and 13th Street District representatives; and

WHEREAS, the Master Plan identified a number of improvements to make West End Park a location for events while addressing accessibility with additional sidewalks and stormwater through a rain garden; and

WHEREAS, the City borrowed $425,000 for the project which will also include any remaining insurance proceeds from the tornado damage to the park;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement with Bolton and Menk for design and construction services for West End Park at a cost of $66,500 is hereby approved and the Mayor is directed to execute the agreement.

Passed this 9th day of December, 2019, and signed this _____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

KEY:

1. EVENT LAWN
2. SHELTER / PERFORMANCE SPACE
3. RESTROOMS/CONCESSION
4. ENTRY/ARRIVAL PLAZA
5. NATURAL PLAYSCAPE
6. RAIN GARDEN + BOARDWALK
7. RAIN GARDEN
8. BANK STABILIZATION
9. SCULPTURE WATER FEATURE
10. EXISTING FUTSAL COURTS
11. ENABLING GARDENS
12. PARKING LOT
13. FOOD TRUCK PARKING
14. CULVERT WALL MURAL
15. EVENT TENT LOCATIONS

AUGUST 2019

WEST END PARK | MASTER PLAN

MARSHALLTOWN, IOWA

BOLTON & MENK

MARSHALLTOWN IOWA

13TH STREET DISTRICT

AUGUST 2019

WEST END PARK | MASTER PLAN - *PHASE 1 DIAGRAM*

MARSHALLTOWN, IOWA

BOLTON & MENK

MARSHALLTOWN IOWA

13TH STREET DISTRICT

Terms of Proposal
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. 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 BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI 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 BMI does not warrant

or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, 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.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

BOLTON & MENK
Real People. Real Solutions.

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

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

December 2, 2019

Geoff Hubbard – Parks and Rec Director
City of Marshalltown
10 West State Street
Marshalltown, IA 50158

RE: West End Park Final Design and Construction

Dear Geoff:

Bolton & Menk, Inc. is pleased to submit the following proposal to provide final layout/design, construction documentation, bidding, and construction services for the West End Park Site Improvements project as summarized herein.

PROJECT APPROACH

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

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

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

This document details our proposed approach for final design through construction phase services of the West End Park improvements, based on the previously approved conceptual plan dated August 2019 (Attachment B). In general, the following scope will include final design of the proposed improvements identified as Phase One, based on feedback already received from City staff and the 13th St. District Board, a preliminary cost opinion to accompany final drawings, bidding phase services, and construction services.

SITE DESCRIPTION

West End Park is located in NW Marshalltown, between N 14th St, Summit St. and 13th St. The project area is comprised of approximately 1.2 acres within the park and includes the following components:

- Event lawn
- Shelter/performance space

    - Shelter shall be designed by others. Bolton & Menk will establish footing elevations and indicate locations of electrical connections.
- Walks/paths
- Natural playscape
- Rain garden and boardwalk
- Bank stabilization along approx. 200' of stream channel

The existing restroom facility, hard surface courts and parking areas are to remain in place. Improvements to the parking areas and restroom are not included and are identified for future phases of the park improvements.

SCOPE OF SERVICES

TASK 1: FINAL DESIGN

Upon notice to proceed, the Bolton & Menk team will begin final design of the previously approved preliminary site layout. During the final design phase, design elements from the preliminary site layout will be examined and refined into a final design package with the locations of major amenities, walks, shelter, playscape, rain garden and utilities being finalized. Limited development of some critical site details will be provided in this phase to allow staff to provide feedback on major design elements.

Deliverables:

+ Develop final design package; including layout plan with proposed improvements identified, preliminary grading plan, and limited site improvement details to illustrate design intent
+ Prepare preliminary cost opinion to accompany final design package
+ Attend one (1) meeting to deliver final design package and collect feedback from staff prior to proceeding into construction documents

TASK 2: CONSTRUCTION DOCUMENTATION

The Bolton & Menk team will develop construction documents for the elements described in Task 1: Final Design. Minor modifications are anticipated based on feedback provided by staff in the previous phase. Progress review meetings will occur at 60% and 90% for staff feedback and coordination. Comments will be incorporated following each progress review meeting.

Deliverables:

+ Attend two (2) progress review meetings, one each at the 60% and 90% milestones
+ Construction documents including the following:
    - General notes, cover sheet, and tabulations
    - Removals plan
    - Site layout / grading plan
    - Utilities plan
    - Landscape / planting plan
    - Construction details
    - Project manual / specifications
+ Engineer's Opinion of Probable Costs (OPC)

TASK 3: PERMITTING

The project will impact a Zone AE floodway and therefore requires both a floodplain development permit with no-rise certification and a Section 404 Nationwide Permit. The City of Marshalltown is a delegated community capable of permitting floodplain impacts within their municipality. We believe the project can be permitted based on justifications which do not require hydraulic modeling. If this justification is not accepted, more complex hydraulic modeling techniques may be required to show no-rise in the regulatory floodplain, which are outside the scope of this Agreement.

The following items will be completed in order to obtain a floodplain development permit:

- Evaluate existing conditions
- Evaluate proposed design
- Pre-submittal coordination with City staff
- Prepare floodplain development permit and accompanying documentation, including:
    - Cover Letter
    - Floodplain Development Application
    - Hydraulic Report
    - No-Rise Certification
    - Project Location Map
    - FEMA FIRM
    - Certified Plans
- Post-submittal coordination with City staff

The following items will be completed in order to obtain a Section 404 Nationwide Permit:

- Joint Application Permit Form and supporting documentation
- Post-submittal coordination with U.S. Army Corps of Engineers

Items provided by the Client: (1) Pertinent hydrologic and hydraulic data describing the existing and proposed channel, if available; (2) designate Bolton & Menk, Inc. as an authorized agent to act on the Client's behalf for the purpose of completing permit applications; and (3) furnish permit application fees, when applicable.

Schedule: Permit applications will be submitted not later than completion of 90% review plans, and not prior to completion of 60% review plans. U.S. Army Corps of Engineers review is anticipated to take between 30 and 45 days.

Deliverables:

+ Submittal of a Floodplain Development Permit to City of Marshalltown; and (2) Submittal of Pre-Construction notice for Section 404 Nationwide Permit to U.S. Army Corps of Engineers

TASK 4: BIDDING SERVICES

The Bolton & Menk team will provide bidding administration services as outlined below.

Deliverables:

- Prepare bid documents for distribution to bidders
- Assist in answering bidder questions
- Prepare and issue up to two (2) addenda if necessary, to answer bidder questions
- Attend one (1) bid opening meeting to assist in determining the lowest responsible bidder
- Deliver one (1) letter of recommendation for bid award

TASK 5: CONSTRUCTION SERVICES

The Bolton & Menk team will provide construction observation/administration services as outlined below. A ten-week construction schedule is assumed for this project.

Deliverables:

- Attend one (1) preconstruction meeting
- Attend up to ten (10) on-site construction progress meetings
- Perform additional site visits as necessary; up to eighty (80) hours total
- Review shop drawings and submittals (up to 15 hours)
- Prepare change orders or written directives as required
- Perform an on-site construction punch list with City staff and contractor representatives upon substantial completion of the project
- Monitor completion of punch list items by the contractor
- Conduct a final walkthrough with City staff and contractor representatives to verify satisfactory completion of the punch list items
- Prepare final pay estimate and submit to contractor for review and approval; resolve any issues regarding pay item quantities with the contractor.
- Secure all other documentation required from contractor for project close-out as required

EXCLUSIONS/ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-5 shall not be considered part of the Basic Services and may be authorized by the City as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project.

Excluded services:

- Site survey of boundary and topography (completed in separate scope)
- Stormwater calculations and management design
- Additional revisions and meetings beyond tasks 1-5
- Architectural design of structures
- Structural engineering

FEE AND TERMS OF PROPOSAL

SCHEDULE

The anticipated schedule for this project is to bid in April 2020 with substantial completion on October 1, 2020. A thirty-week construction schedule is accommodated from construction start to substantial completion.

COMPENSATION

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an hourly not to exceed an estimated fee of $66,500. This proposal is subject to Attachment A: "Terms of Proposal".

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

Sincerely,

BOLTON & MENK, INC.

Casey Byers, PLA
Project Manager

Accepted:_____

Date:_____

APPROVE BOND PURCHASE AGREEMENT FOR SEWER REVENUE REFUNDING BONDS, SERIES 2020 AND AUTHORIZE REDEMPTION OF OUTSTANDING BONDS

422742-37

Marshalltown, Iowa

December 9, 2019

The City Council of the City of Marshalltown, Iowa, met on December 9, 2019, at 5:30 p.m., at the City Hall.

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

Present: _____

Absent: _____.

It was reported that the City's financial advisor had received proposals for the purchase of the City's $5,055,000 Sewer Revenue Refunding Bonds, Series 2020, and that the advisor had recommended that the City Council accept the proposal from and approve a bond purchase agreement with _____.

Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO._____

Resolution approving Bond Purchase Agreement for Sewer Revenue Refunding Bonds, Series 2020 and authorizing redemption of outstanding Sewer Revenue Bonds, Series 2012 and Series 2014

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City issued its $4,985,000 Sewer Revenue Improvement and Refunding Bond, Series 2012, dated May 8, 2012 (the "Series 2012 Bond"), a portion of the principal of which remains outstanding (the "Callable Series 2012 Bond"); and

WHEREAS, pursuant to a prior resolution of the Council, the City issued its $5,500,000 Sewer Revenue Bonds, Series 2014, dated June 26, 2014 (the "Series 2014 Bonds"), a portion of which remain outstanding (the "Callable Series 2014 Bonds"); and

WHEREAS, pursuant to the resolutions authorizing the issuance of the Series 2012 Bond and the Series 2014 Bonds, the City reserved the right to call the outstanding principal of the Series 2012 Bond and of the Series 2014 Bonds for prepayment prior to maturity on June 1, 2017 or any date thereafter; and

WHEREAS, the City has proposed to enter into a Sewer Revenue Refunding Loan Agreement (the "Loan Agreement") and issue Sewer Revenue Refunding Bonds, Series 2020 in a principal amount not to exceed $5,055,000 (the "Bonds"), pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of refunding the Callable Series 2012 Bond and the Callable Series 2014 Bonds, and has published notice and held a hearing on such proposal; and

WHEREAS, it has been proposed that the City enter into the Loan Agreement with _____ (the "Purchaser") and issue the Series 2020 Bonds; and

WHEREAS, a Bond Purchase Agreement (the "Bond Purchase Agreement") has been prepared setting forth the terms of the Bonds and the understanding between the City and the Purchaser, and it is now necessary to make provision for the approval of the Bond Purchase Agreement; and

WHEREAS, it is also necessary to authorize the early redemption of the Callable Series 2012 Bond and of the Callable Series 2014 Bonds;

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

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to this Council. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Purchaser.

Section 2. UMB Bank, n.a., West Des Moines, Iowa, as Registrar and Paying Agent for the Callable Series 2012 Bond and for the Callable Series 2014 Bonds, is hereby authorized to take all action necessary to call the Callable Series 2012 Bond and the Callable Series 2014 Bonds for redemption as of January 13, 2020 (the "Redemption Date"), and is further authorized and directed to give notice of such redemption by sending notice to each of the registered owners of the Callable Series 2012 Bond and of the Callable Series 2014 Bonds to be redeemed at the addresses shown on the City's registration books.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved December 9, 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, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council of the City relating to the adoption of a resolution approving a bond purchase agreement related to the sale of the City's Sewer Revenue Refunding Bonds, Series 2020, and providing for the early redemption of outstanding Sewer Revenue Bonds.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into such bond purchase agreement and sell such bonds.

WITNESS MY HAND this _____day of _____, 2019.

_____
City Clerk

December 5, 2019

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

Re: Approve Bond Purchase Agreement Sewer Revenue Refunding Bonds, Series 2020

Our File No. 422742-37

Dear Shari:

We have prepared and enclose a resolution that may be adopted by the Marshalltown City Council on December 9 in order to approve a Bond Purchase Agreement for the sale of the City's $5,055,000 Sewer Revenue Refunding Bonds and to authorize the early redemption of the City's outstanding sewer revenue bonds, Series 2012 and Series 2014.

The documents enclosed include the following items:

1. Resolution approving the Bond Purchase Agreement. The Resolution also authorizes the City's Bond Registrar to call for early redemption the outstanding balance of the City's Sewer Revenue Bonds, Series 2012 and 2014.

2. Certificate attesting the transcript.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

Enclosures
cc by email: Diana Steiner
Jessica Kinser
Maggie Burger
Diana Van Vleet, UMB Bank, n.a.

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

December 5, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Sale and award of sewer revenue bonds for the refunding of Series 2012 and 2014 and call for early redemption of the outstanding balance of those bonds.

Policy Issue: Under Iowa Code Section 384.82, the City may borrow money and issue revenue bonds to pay all or part of the cost of enterprise projects or to refund existing revenue bonds. The revenue bonds are repaid out of the net revenues of the city enterprise. Also, Council must approve the early redemption of bonds.

Recommendation: Speer Financial will be presenting the bank proposals received for the refunding at the Council meeting Dec. 9th. Staff recommends approving the sale of the bond as interest rates are low and money can be saved. Staff also recommends the Council authorize the City's Bond Registrar to call for early redemption of the outstanding balance of the Series 2012 and Series 2014 bonds.

Background: The City issued sewer revenue bonds in 2012 and 2014. The outstanding interest rates on these bonds are 2.58% and 2.90% respectively. With lower interest rates in the market, the City requested approval from Council to refund the bonds. The savings in interest was estimated to be @ $165,000 After the public hearing on Oct. 14th, Council approved refunding of the 2 sewer revenue bonds. On Nov. 11th, Council approved Piper Jaffray & Co. to act as the placement agent and they have been negotiating with banks and investors to get the best rate. Speer Financial will present the rates to you at the Dec. 9th Council meeting. Once approved, there will be a resolution on the Dec. 23rd meeting to authorize the issuance of the bonds. Bond closing (the day the city will receive the bond proceeds) will be on Jan. 8th. The Series 2012 & 2014 bonds will be redeemed on Jan. 13th.

Budget Impact: The refunding of the existing bonds will save an estimated $165,000 in interest after issuance costs. Repayment of the refunding will be paid from the sewer revenue fund.

Attachment: Resolution ApprvBPAandRedemption2020SewerRevRfdgMarshalltown422742-37-v1

cc: Jessica Kinser, City Administrator

AN ORDINANCE TO AMEND CITY CODE OF ORDINANCES RELATING TO SPECIAL EVENTS AND THE APPROVAL PROCESS FOR OPEN CONTAINERS OF BEER AND WINE AT SPECIAL EVENTS IN SPECIFIED PARK AREAS, PUBLIC WAYS, OR ANY OTHER CITY PROPERTY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. Chapter 93, Section 007 Alcoholic Beverages of the Municipal Code of Marshalltown, is amended by repealing Section 93.007 and enacting the following as a substitute:

93.007 ALCOHOLIC BEVERAGES

(A) No person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following:

(1) Premises covered by a liquor control license; and

(2) Beer gardens associated with an approved special event, with City Administrator approval.

(B) The following designated areas within park shelters and on cement patios attached to park shelters:

(1) Log Cabin, Riverview Park; Reunion Hall, Riverview Park; Community Building, Riverview Park; provided, the lessee:

(a) Has notified the Park and Recreation Department of the intent to serve alcoholic beverages at the time of the rental reservation;

(b) Has signed a responsibility agreement permitting this use;

(c) Shall be available for personal contact by park and recreation personnel at all times during the rental period; and

(d) Shall comply with all state and city codes regarding the use of alcoholic beverages.

(2) Within the campground at Riverview Park; provided, the person is a registered camper or the guest of a registered camper.

Section 2. Chapter 130, Section 030 Intoxication; Open Container of the Municipal Code of Marshalltown, is amended by repealing Section 130.030 and enacting the following as a substitute:

130.030 INTOXICATION; OPEN CONTAINERS

(A) Intoxication; simulated intoxication in a public place. It is unlawful and an offense against the peace and dignity of the city for any person to be intoxicated or simulate intoxication in a public place.

(B) Open containers prohibited on public ways.

(1) 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.

(2) The City Administrator shall have the power to grant exceptions to this division (B) for special events and activities.

Section 3. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ___ day of January, 2020, and signed this __ day of January, 2020.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the __ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ___ day of _____, 2020.

_____

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN
IOWA

24 N Center Street
Marshalltown, IA 50158

December 4, 2019

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

From: Shari L. Coughenour, CMC, City Clerk

Re: **Special Events** Lean Process review report

Policy Issue: **Goal 2. Enhance Marshalltown's public image.** Make it easier to hold Special Events in our vibrant community.

Goal 3: Continually improve the City's organization & services. Increase the efficiency of approval sequences for the application process, approval notifications and potentially improve the process of barricade and cone setup for Special Events.

Goal 4: Partner with citizens, for-profit, non-profit & others to improve quality of life. Improvement of a cumbersome process will allow our community stakeholders to help improve our community's quality of life by increasing the number of events in our community.

Recommendation: For the Council to consider two amendments to the Code of Ordinances as identified in item #9 below, first readings to be considered at the next council meeting.

Background: City employees involved with special events met with Lynn Olberding, Executive Director, Marshalltown Area Chamber of Commerce and Amber Danielson, Executive Director of the Marshall County Arts & Culture Alliance, for a Lean Process review of the Special Events permit process, with the focus being to make it easier for all stakeholders. The Special Events process covers everything from small block parties blocking the street, 5K Runs, small and large parades, Oktemberfest activities, 13th Street District activities, fundraisers like the Jason Brown Concert, and events held in the City's Parks and Trails. This group identified ways to improve not only the internal process for issuing and review of those requests, as well as how to streamline the application process. Some changes were made immediately, some are in process, and some changes require council action to amend existing ordinances.

The lean process review identified key ways to achieve council goals.

1) Immediate change of the name to "SPECIAL EVENTS" to remove any perceived stigma from the old name "Public Use Permit."
2) Development of a single, improved form to make it easier for applicants to understand the process. (improved form in process)
3) Development of a staff list, with input from the Park Advisory Committee, of recommended areas for special events requesting alcohol consumption. (in process)

4) Development of a 5K Run recommended list of safer streets, set the expectation for the responsibility for route intersections to be monitored by volunteers. (not yet started)

5) Changing approval routings resulted in faster response time for a majority of the Special Events. (completed)

6) Encourage all applicants to get their Special Event on the Chamber Community Calendar and the form will help assist the applicant to get that done as part of the approval process. (improved form in process)

7) Creation of a resource list by the Chamber for Special Event supplies, utilizing Community Partnerships for things like port-a-potties, generators and canopies, ice, and other consumables. (in process)

8) Consideration of a special events trailer to house a limited number of barricades and blue trash barrels, some signage, and cones. A fee could be imposed to assist with replacement of materials damaged by normal wear and tear. This trailer will increase staff efficiency potentially by having dedicated materials for Special Events, reducing time in set up for those events, and make it easier for applicants to receive materials so the applicant can set them up. (funding for the trailer & dedicated materials not yet designated)

9) Ordinance changes can provide additional efficiencies relating to beer and wine consumption on public property. The group felt there are enough eyes on the revised Special Event process to evaluate potential public risk without requiring specific council approval for managing alcohol at these Special Events, within set parameters of internal control. The lean process identified two ordinance changes:

    a. Allow attendees of Special Events to bring in their own beer and wine in limited Park Areas, Main Street/Downtown, 13th Street District and perhaps including the MCBD Pedestrian Alley in the downtown, or other areas, *only for an approved Special Event*. (Examples: Family Movie Night or Art in the Park) Staff recommends limiting open container to Riverview Park and West End Park if the council moves this direction.

    b. Eliminate the Ordinance requirement for the Resolution allowing open container *only for approved Special Events*, substituting City Administrator approval for the Resolution. (Example: Oktemberfest, Downtown Art Fest, 13th Street District Harvest Markets)

Procedure will be changing for the agenda relating to new liquor licenses, with all new liquor licenses being approved by council resolution, and if open container is requested, the resolution will include the city administrator's approval. Liquor license renewals will continue to be presented as a motion on the consent agenda.

Please contact me with any questions you may have regarding the process and these recommendations.

Budget Impact: Increased staff efficiency. Increased Happy Meter of our Citizens.

Attachment: Current ordinance language, proposed changes in markup.

93.007 ALCOHOLIC BEVERAGES

(A) No person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following:

(1) Premises covered by a liquor control license; and

(2) Beer gardens associated with an approved special event, with City Administrator approval.

(B) The following designated areas within park shelters and on cement patios attached to park shelters:

(1) Log Cabin, Riverview Park; Reunion Hall, Riverview Park; Community Building, Riverview Park; provided, the lessee:

(a) Has notified the Park and Recreation Department of the intent to serve alcoholic beverages at the time of the rental reservation;

(b) Has signed a responsibility agreement permitting this use;

(c) Shall be available for personal contact by park and recreation personnel at all times during the rental period; and

(d) Shall comply with all state and city codes regarding the use of alcoholic beverages.

(2) Within the campground at Riverview Park; provided, the person is a registered camper or the guest of a registered camper.

130.030 INTOXICATION; OPEN CONTAINERS

(A) Intoxication; simulated intoxication in a public place. It is unlawful and an offense against the peace and dignity of the city for any person to be intoxicated or simulate intoxication in a public place.

(B) Open containers prohibited on public ways.

(1) 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.

(2) The City Administrator shall have the power to grant exceptions to this division (B) for special events and activities.

No changes are being requested for this code section.

130.003 ASSEMBLIES, PARADES AND DEMONSTRATIONS; PERMITS.

(A) Required. It is unlawful for any person to be or be concerned in or join or participate in any assembly, meeting, concert, procession or other exercise or display or demonstration upon any street, sidewalk or public ground or other public place without a written permit issued to one or more of the participants thereof by the Chief of Police.

(B) Contents of application. Any application for a permit shall state the following:

(1) The name and address of the applicant;

(2) The organization the applicant represents, if any;

(3) The applicant's position in the organization and that the organization has authorized the applicant to make application in its behalf;

(4) Whether or not the applicant or organization has ever been issued a permit before;

(5) The anticipated number of participants in the parade or demonstration;

(6) The exact location of the demonstration or the exact starting and ending points of the parade as well as the exact route to be followed;

(7) Exactly what provisions have been made for dispersal of the demonstration or parade, so such may be accomplished in a reasonable manner;

(8) What contingency plans exist to maintain order and to control the group, if any;

(9) The exact time the demonstration or parade is to commence and terminate;

(10) Devices or things that may produce noise, dirt, smoke, litter or odor and the applicant's means of limiting, controlling or removing such; and

(11) Such other and further information the Council may request.

(C) Conditions. All such permits shall be issued on the express condition that all laws, statutes or ordinances be observed and obeyed and that all activities be organized, peaceful and controlled.

(D) Restrictions.

(1) The Chief of Police may put such reasonable restrictions that he or she may deem necessary to preserve peace and order or to promote traffic and pedestrian control and to generally protect the rights of others.

(2) The Chief of Police may bill for the use of equipment or overtime due to parades, assemblies or demonstration.

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: December 2, 2019
RE: Responses to Auction RFP

Attached with this memo are two responses to the RFP for Auction Services. The RFP asked for the respondents to include the following:

- Business name and contact information
- Experience in auctioning property, specifically commercial or governmental
- Marketing strategy for sale
- Proposed pricing strategy, including recommendations for a reserve
- Fee for services

The reason for a proposal versus a quote was to evaluate other factors that could help enhance the sale.

The proposal from Van Metre Real Estate will result in no fee to the City except for costs of advertising. However, the response states that this is seen as likely going to a local bidder at a likely sales price of $100,000.

The proposal from Appraisal and Real Estate Services requests a higher pricing structure of 10 percent of the total sales price, but it covers all marketing costs. The proposed pricing of Appraisal is also proposed with a reserve of $120,000, with a sales price likely up to $175,000.

Each proposal offers different facets that make each more desirable in some ways. That said, I would recommend accepting Van Metre Real Estate's proposal with the caveat that the marketing, which is at the cost of the City, should be statewide and highlight the location in the Opportunity Zone and the Downtown Urban Renewal Area.

The timeline will be to bring back a contract to the December 23rd Council meeting for approval, along with a Form of Bid for the auction which will set the reserve price.

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

Marshalltown
All-America City
2012

VAN METRE
IOWA Realty
Iowa's Largest

Also Van Metre Auction
1603 Iowa Avenue West
Marshalltown, Iowa 50158
641-752-8753
www.vanmetre.net

November 25, 2019

City Clerk
24 North Center Street
Marshalltown, Iowa 50158

Re: Proposal For Property Auction Services
Marshalltown Fire Station
109 South 1st Avenue
Marshalltown, Iowa 50158

To Whom It May Concern:

I propose to sell the property at Auction for the City of Marshalltown for free as a gesture from my company to help the City of Marshalltown.

I have been in business in Marshalltown since I first opened an office at 10 ½ West Main in the spring of 1978. I officially opened an office in State Center in 1977.

I have been full time selling real estate and auctioning real property and personal property for 42 years. I have sold numerous farms, commercial properties, homes and schools at auction all over the State of Iowa. Several years ago I sold at auction Marshalltown Manufacturing as an example.

I foresee someone local bidding at the auction so I propose local newspapers and our website as the necessary marketing.

I feel that a $100,000 price might be in the area of reality but we can discuss that with you more when we get the sale set up.

I feel 100% confident we can get it sold and will help the City in any way I can, again free of charge. The City will have to cover the expense of advertising once the sale bills are printed and published. My firm can also handle the closing of the real estate through our office if that option is something you wish as well.

I will be available to take your calls with questions so feel free to call. I hope to hear from you.

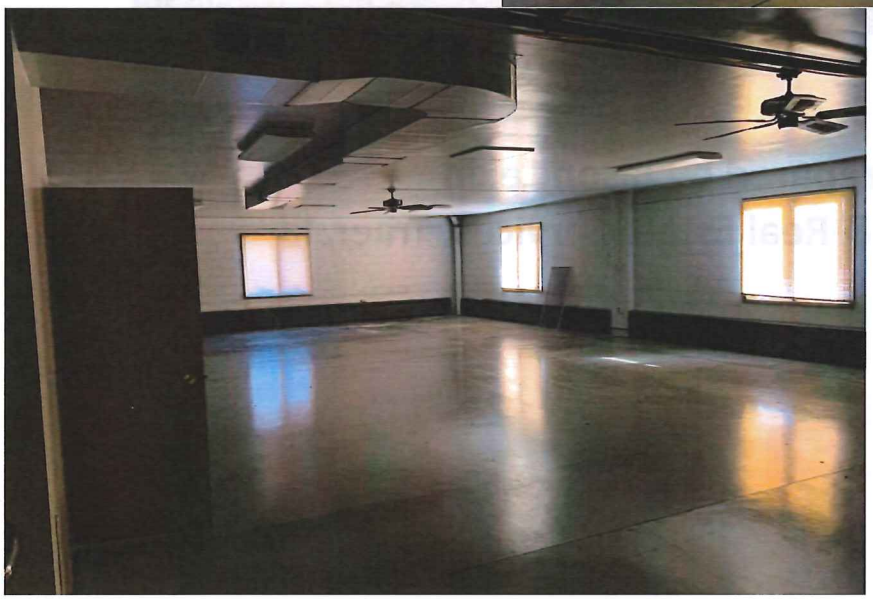
Sincerely,

Fred Van Metre

Fred Van Metre
Broker/Auctioneer

Proposal for Sale by auction of
109 S 1st Ave Marshalltown, IA

Prepared by Jason Lekin
Appraisal & Real Estate Services, Traer, Ia



Obstacles

I have reviewed the engineer's report from 2010. Guessing there may be more concern about other issues resulting from the tornado that affected many buildings in the area. Also would need to know what zoning restrictions may exist for future possible uses of the subject property. Property seems to be in good condition, per inspection.

Auction expectations

I have examined the property. I feel that the property would realize a price of **$125,000 to 175,000.** I would be comfortable with offering this property, at auction, with a reserve price of **$120,000** or less. If counsel feels that the value is higher and would like to market this property higher than this value, then we would need to utilize a conventional listing contract.

Benefits to the seller, utilizing auction to sell real estate

* Buyers come prepared to buy
* Quick disposal reduces long-term carrying costs, including taxes & maintenance
* Assurance that property will be sold at true market value
* Exposes the property to a large number of pre-qualified prospects
* Accelerates the sale
* Creates competition among buyers
- auction price can exceed the price of a negotiated sale
* Requires potential buyers to pre-qualify for financing
* The seller knows exactly when the property will sell
* Eliminates numerous and unscheduled showings
* Takes the seller out of the negotiation process
* Ensures an aggressive marketing program that increases interest and visibility

Benefits of using Appraisal & Real Estate Services

*All of the tools to produce your next successful auction
*22 years of full time auction experience to ensure your success (Jason Lekin) and Licensed Real Estate Agent
*During Real Estate Auctions, having a certified general real estate appraiser and broker (Jammie Howard) on your side, from the day you list your property, to the day you receive your check.
*Premium Sound Equipment for any size venue
*Auction computer clerking available
*On line video streaming to market your property to the world
*Advertising on this website, regional sites, and news print to ensure buyers attend your auction
*Pre-qualified buyers for your property
*Members of Iowa Association of Realtors, National Association of Realtors, multiple MLS's, and have a strong relationship with many agents throughout the State of Iowa.

Our Proposal

Real Estate

Appraisal & Real Estate Services is offering our knowledge and service to ensure that you have the best chance at having a successful real estate auction. If approved, we plan to intensely market your property via signage, news print, internet, open houses, and a direct mail campaign. We are offering to provide all marketing materials, auction labor, and will incur all expenses of this campaign. Our fee for these services will be **10%** of accepted winning bid. In the unlikely event that the property would not sell, there is no commission collected by ARES. There would be a protected period of **60** days that would allow me to put together an acceptable offer from any prospective buyers. After that time, the city would be free to merchandise in any fashion, that they felt necessary, with no liability for commission to ARES.

Personal Property (if any is left onsite)

Lekin Land and Livestock Auctioneers would be handling an onsite auction of any personal property the same day. The auction company reserves the right to have final decision on what personal property is worthy of auction, and what property will not be offered at that time. All personal property that is deemed of no value by auctioneer, will remain property of the city. Lekin Land and Livestock Auctioneers will provide all necessary marketing materials, auction labor, and will incur all expenses of this campaign. Auction commission will be **20%** for personal property.

Further considerations

Assuming we would get a bid above the agreed upon reserve, I request that it can be brought in front of the counsel for approval at the earliest meeting. Would recommend to have property close in a total of 60 days. These are just some guide lines to go by. I will furnish auction contracts and purchase agreements for counsel or attorney review, if requested.

Contact us with any questions or concerns as I am sure they can be answered.

Appraisal & Real Estate Services
Jason Lekin Auctioneer/Licensed Real Estate Sales Agent
Office: 319-476-2990
Cell: 641-751-4227

Some of my most recent sales
(I would appreciate the opportunity to add your property to this list)

Residential

Tama County Acreage
Home & 52 Acres
Pasture/Tillable
$400,000

Tama County Acreage
Home & 3.5 Acres
$165,000

Tama County Acreage
Home & 3.1 Acres
$122,000

Tama County Acreage
Country Home 6.1
Acres
$131,000

Tama County Acreage
Country Home,
outbuildings, and
16 acres
$205,000

Tama County Acreage
Nice Country Home
and 21 acres
$175,000

Commercial

Tama Commercial
6400 sq ft Roys
Auto
$200,000

Tama Commercial
Spahn & Rose
$130,000

Tama Commercial
Building & 7.5
Acres Truck Stop
$170,000

Agricultural
Properties

Marshall County
Farm
78 Acres
$776,100

Tama County Farm
107.83 Acres
$905,772

Tama County Farm
360 Acres
$1,550,000

Tama County Farm
146.5 Acres
$1,465,000

Jones County Farm
101 Acres
$772,650

Tama County Farm
37.37 Acres
$467,125

Tama County Farm
42.8 Acres
$603,840

Tama County Farm
151 Acres
$2,165,000

Tama County Farm
141 Acres
$1,283,100

Tama County Farm
156 Acres
$1,684,800

Tama County Farm
113 Acres
$937,900

Tama County Farm
77 Acres
$693,000

Tama County Farm
116 Acres
$661,200

Tama County Farm
100 Acres and Grain
Bin and Dryer
$850,000

Tama County Farm
40 Acres
$320,000

Tama County CRP
Farm
35 Acres
$126,000

Tama County Farm
160 Acres and As Is
Acreage
$1,536,000

Tama County Farm
40 acres 80 CSR
$440,000

Tama County Farm
70.82 Acres
$481,576

Tama County Farm
305 Acres of
Tiliable, WRP, and
Timber
$1,4000,000

Tilliable Farm
Ground
320 acres
$1,500,000

Prime Farmland
176.47 Taxable
Acres
$1,385,000

Farmland with
Timber
79 Taxable Acres
$200,000

Charlotte E.
Stoakes Trust Farm
Tama County, IA
Parcel 1- 40.36
Acres m/l
$13,500/acre

154.17 Acres m/l,
Speicher Farm
75.14Acres m/l
$7000/acre

39.03 Acres m/l
$6900/acre

40 Acres m/l
$5100/acre

Hilda Jean Hanus
77.25 Acres and
Acreage
$540,075.00

Wacha Farm
151.23 Acres
$950,000

Tama County Land
153.53 Acres
$2,134,067

Grundy County Land
142.98 Acres

Grundy County Land
76.32 Acres
$961,632

GOAL 1: Expand and improve development in the community	Projected Completion	Notes/Recommendation
Objective 1: Support the Marshalltown Central Business District and development in Downtown		
~~Accept the Downtown Master Plan~~	6/30/2019	
Initiate Downtown zoning updates	8/31/2019	Extend to 6/30/2020
Accept applications/award Catalyst grant dollars	6/30/2019	Extend to 2/28/2020
~~Review Façade and Code Compliance Grant programs with MCBD for viability~~	9/30/2019	
Monitor downtown buildings with insurance reserves for repair or demolition activity	Ongoing	Intent to file municipal infractions on notices in Dec
~~Complete the sale of 22 North Center to YSS of Marshall County~~	9/30/2019	
Objective 2: Support and promote commercial and industrial development		
Continue development meetings and other meetings w/ project partners	Ongoing	1 meeting in Q3; 4 meetings in Q4 to date
~~Amend/add area to UR Area/Plan #3~~	6/30/2019	
Complete the rezoning of the Highway 14 Corridor	7/31/2019	Extend to 4/30/2020
Objective 3: Look at innovative ways to further enhance housing quality and quantity		
Review ordinance changes needed to allow for minimum dwelling size in residential zones	12/31/2019	Extend to 12/31/2020
Partner with Habitat for Humanity on the Blitz Build and rebuilding of homes	Ongoing	HFH continues repair work
Identify improvements/market PUD area near Merle Hibbs/6th Street	12/31/2019	Extend to 6/30/2020
Identify vacant lots for housing redevelopment through D&D or tax certificates	Ongoing	5 tax deeds to be acquired in Jan.; 2 657A cases underway
Work with partners on the formation of a Community Development Corporation (CDC)	6/30/2019	Change to Ongoing
Objective 4: Ensure appropriate infrastructure exists for all types of development		
Design the East Merle Hibbs extension to Governor Road	12/31/2019	Underway; extend to 3/31/2020
Construct Phase 1 of East Merle Hibbs extension	12/31/2020	On target
Secure land, design and construct South 5th Avenue extension from Plaza Heights Road	12/31/2019	Underway; extend to 3/31/2020
Secure land, funding for the Bypass Roadway off of Highway 14	8/31/2019	Underway; extend to 3/31/2020
Install LaFrentz Lane extension if needed for LIHTC project	6/30/2020	No longer a project

~~X~~ Complete
Deadline not likely to be met
Deadline not met

Q3 Update

GOAL 2: Enhance Marshalltown's public image	Projected Completion	Notes/Recommendation
Objective 1: Visually enhance the appearance of the community		
~~Demolish 10 structures under the D&D program~~	12/31/2019	
Demolish up to 60 structures under the FEMA demolition program	9/30/2019	Modify to 3; extend to 3/11/2020
Initiate cases for commercial property demolitions	Ongoing	No cases have been initiated
Complete the renovation of the Veterans Memorial Coliseum	2/29/2020	Extend to 11/1/2020
Complete the design of the Airport Terminal/Hangar project	12/31/2019	Extend to 9/30/2020
~~Hire staff necessary for HUD Lead Abatement grant~~	4/30/2019	Contracted inspections; program mgr starts in 2020
Complete the installation of one monument entry sign as part of the Wayfinding Plan	12/31/2019	Extend to 12/31/2020
Complete the railroad crossing safety improvements	12/31/2019	Council voted not to move forward; remove from list if no longer desired
Objective 2: Improve communication of City programs and initiatives		
Integrate City departmental Facebook pages into one City of Marshalltown page	6/30/2019	Extend to 3/31/2020
~~Integrate third party connnection for automatic push of marshalltown-ia.gov stories on FB~~	2/28/2019	
~~Provide the Citizens Police Academy~~	5/30/2019	
~~Provide the Citizens Fire Academy~~	9/30/2019	
Update and hold Budgeting 101 info meetings	9/30/2019	Extend to 6/30/2020
Implement a communications plan for City positive stories	Ongoing	
Develop and implement a public campaign for stormwater education	12/31/2019	Extend to 12/31/2020
Objective 3: Support public relations and marketing of Marshalltown		
~~Support Vision Marshalltown's communications strategy~~	Ongoing	
~~Identify and fund other community-wide marketing efforts~~	Ongoing	Chamber contract for hotel/motel tax included marketing

GOAL 3: Continually improve the City's organization & services	Projected Completion	Notes/Recommendations
Objective 1: Review policies, procedures, and ordinances for updates		
Adopt updates to City personnel policies	6/30/2019	Extend to 6/30/2020
~~Recodify the City's Code of Ordinances~~	4/30/2019	
~~Adopt the 2015 version of the State Building Code~~	6/30/2019	
Issue an RFP for the rewriting of the City's zoning ordinance	12/31/2019	Extend to 6/30/2020
Rewrite the Emergency Operations Plan	9/30/2019	Underway; extend to 2/28/2020
Objective 2: Develop comprehensive plans for City infrastructure and improvements		
Continue an annual Street Improvement Plan	Ongoing	Plan for 2020 to be presented in budget process
Continue with construction of the Police and Fire Building	6/30/2019	Project complete
Complete 12th Avenue Sidewalk Project	12/31/2019	Acquisition underway; extend to 12/31/2020
~~Complete study of Transit with Iowa State~~	12/31/2019	
Hold a meeting with City Council and Library Board to discuss the expansion of the Library	6/30/2019	Extend to 6/30/2020
Close out all property insurance claims on tornado-damaged buildings (except the Coliseum)	12/31/2019	Will not have final reimbursements; extend to 6/30/2020 for all claims
Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce		
~~Continue annual training days on Veteran's Day and Presidents Day~~	Ongoing	
Conduct an employee survey	12/31/2019	If no funding, cannot be completed
Continue monthly Safety Committee meetings	Ongoing	
Re-initiate the 30 minute mini-trainings for staff	Ongoing	
Objective 4: Review existing functions and finances for efficiencies		
Complete long term financial projections for the General Fund revenues and expenditures	12/31/2019	Extend to 6/30/2020
~~Develop a plan for the loss of taxable value in FY2021~~	~~12/31/2019~~	
Convene a discussion on recreation programming in Marshalltown	12/31/2019	Extend to 6/30/2020
Submit all necessary documents for the FEMA reimbursement process	Ongoing	All projects obligated; extend to 6/30/2021
Complete a LEAN process improvement review of the building permit process	12/31/2019	Extend to 6/30/2020
~~Complete a LEAN process improvement review of the City's special event process~~	12/31/2019	
Identify at least 2 departmental processes to review for process improvement	12/31/2019	Change to ongoing

Q3 Update

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life	Projected Completion	Notes/Recommendations
Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community		
~~Procure public art in the Police and Fire Building~~	12/31/2019	
Discuss public art as part of the Airport Terminal project	12/31/2019	Extend to 12/31/2020
Discuss public art as part of the Veterans Memorial Coliseum Renovation	6/30/2019	Extend to 6/30/2020
Discuss public art as part of the 3rd Ave/Highway 14 resurfacing project	6/30/2020	Extend to 6/30/2021
Objective 2: Partner with Trails Inc. on trail-related initiatives		
Paint sharrows and bike symbols on designated routes	8/31/2019	Extend to 8/31/2020
Assist Trails Inc. with plan development	Ongoing	Current project is bridge development w/ CGA
Promote the fundraising efforts of Trails Inc.	Ongoing	No new efforts to support yet
Complete the IRT Placemaking Plan (NEA grant)	12/31/2019	Res to accept on 12/23 Council agenda
Objective 3: Work with other entities on partnerships which benefit the community		
Continue participation on Vision Marshalltown Aesthetics sub-committee	Ongoing	
Work with the County Treasurer's office to claim County-held tax certificates	Ongoing	Public nuisance tax sale occurred in June
~~Support Habitat for Humanity in Blitz Build effort~~	4/30/2019	
Continue to participate and support the Long Term Recovery Committee	Ongoing	City attendee at meetings
~~Work with ISU senior design courses on aspects of tornado rebuilding~~	5/31/2019	
Coordinate and work with partners to ensure an accurate 2020 Census	Ongoing	
Objective 4: Use legislative resources to affect positive change for the City		
Attend League of Cities or other state or local association legislative events	Ongoing	