1. Agenda

   Documents:

   SEPTEMBER 12 2016 AGENDA.PDF

2. Supporting Meeting Documents

   Documents:

   SEPTEMBER 12 2016 BILL LIST.PDF
   SEPTEMBER 12 2016 HAWKEYE PACKET.PDF
   SEPTEMBER 12 2016 MINUTES.PDF
   SEPTEMBER 12 2016 PACKET.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

September 12, 2016, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. 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 in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of August 22, 2016, special meeting minutes of August 31, 2016, and September 1, 2016.
2. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator: Water Pollution Control Plant Purchase Concrete Pavement Repair $19,710, from Day Construction Services, paid by WPCP fund.
3. Approve Bill List in the amount of $1,293,601.86
4. Receipt of the July Building Report
5. Receipt of the Civil Service New Hire List, full time Transit Operator.
6. Resolution 2016-179 Approving Settlement Agreement with the Iowa Economic Development Authority, Fisher Controls International, LLC, and the City of Marshalltown, relating to Enterprise Zone Program Tax Credits.
7. Renewal liquor licenses: Zamora Fresh Market, Kwik Star #394, Aldi #43, Old Timers Tavern, Dave's.

(end of consent agenda items)

REPORT:

8. United Food & Commercial Workers International Union, Local 1149, donation $2,000 for mosquito spraying.
9. Main Street, Jenny Etter

MOTION:

10. Motion approving 5 day Class C liquor license, Olde Main Brewing Company, Sept 22.- @ Tallcorn.
11. Motion approving 5 day Class B Beer Sept 22 – for Oktemberfest, Oktemberfest Foundation.
12. Motion approving Class C Beer and Tobacco permit for GS Convenience & Petroleum, Inc., 229 N 13th St.
13. Motion approving Class C Liquor License, El Puente Mexican, 101 N Center Street.
14. Motion acknowledging receipt of ownership change of corporation holding a liquor license, East Side Liquor and Groceries.

Visit **www.ci.marshalltown.ia.us**

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown All-America City 2012

15. Motion acknowledging receipt of ownership change of corporation holding a liquor license, ZAR Inc., Liquor and Grocery Depot, 114 N Center Street.

16. Motion authorizing city staff to proceed with request for proposal for construction manager services relating to the Police and Fire Department building project.

RESOLUTIONS:

17. Land Acquisition, Police and Fire Department building project
    a) Resolution 2016-166A Authorizing the Extension of Real Estate Purchase Option with the Marshalltown YMCA-YWCA, through 12/23/2016.
    b) Resolution 2016-167 Authorizing the Purchase of Property, from Marshalltown Columbus Hall, Inc., 201 W High Street, $165,000.
    c) Resolution 2016-168 Authorizing Loan from the Water Pollution Control Fund to advance up to $300,000 to the Police and Fire Building Fund to pay expenses of the police and fire building project.

18. Resolution 2016-169 Approving 28E/28D Agreement Renewal for Joint Exercise of Governmental Powers with the Mid-Iowa Drug Task Force.

19. Resolution 2016-170 Authorizing Grant application related to the Swim, Bike, Hike for Community Art Program to the Wellmark Foundation.

20. Resolution 2016-171 Approving purchase of additional hardware and licensing for the Tyler Technologies software implementation project from BDH Technology, $2,451.38.

21. Resolution 2016-172 Set Date for Hearing on General Obligation Fire Equipment Loan, being September 26, 2016, for the purpose of acquiring a light-rescue fire vehicle, with funds acquired from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund, in the amount of $142,430, and to ratify Resolution 2016-132.

22. Resolution 2016-173 Authorizing of Support and Acceptance of E911 Grant in the amount of $62,823 to purchase 800 MHZ Radios, with a $62,823 match from the State of Iowa E911 Commission.

23. Resolution 2016-174 Appointing Assistant City Attorney Jeffrey Hazen.

24. Urban Renewal Area No. 3 – Hawkeye Subdivision
    a) Resolution 2016-175 Approving the Preliminary and Final Plat for the Hawkeye Subdivision, Marshalltown, Iowa.
    b) Resolution 2016-180 Setting Date for Public Hearing on 2016 Urban Renewal Plan Amendment for Marshalltown Urban Renewal Area No. 3, for October 10, 2016.

25. Urban Renewal Area No. 5 – Eagle View at Wandering Creek
    a) Resolution 2016-176 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 5, to cover administrative expenses up to $5,000.
    b) Resolution 2016-177 Setting Date for Public Hearing on a Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed $1,300,000, for September 26, 2016.

    PUBLIC HEARING

    c) Resolution 2016-178 to Declare Necessity and Establish an Urban Renewal Area. Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5.

ORDINANCES:

26. Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, second reading.

27. Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, first reading.

28. Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, first reading. Relating to Eagle View at Wandering Creek.

DISCUSSION:

1. Phone/ VoIP RFP update report

2. Street progress report

PUBLIC COMMENT:

ADJOURNMENT:

COUNCIL DATE: September 12, 2016

VISA	$0.00	VISA
ACH'S	$395,761.28	ACH'S
CHECKS	$353,566.54	CHECKS
PAYROLL#17	$544,274.04	PERIODS ENDING 8/20/16
	$1,293,601.86	TOTAL FOR COUNCIL

478581.5261.780	ABATEMENT SPECIALTIES LLC	ASBESTOS REMOVAL	513.00
478581.5261.780	ABATEMENT SPECIALTIES LLC	ASBESTOS REMOVAL	942.00
478581.5261.780	ABATEMENT SPECIALTIES LLC	ASBESTOS REMOVAL	1,832.00
478581.5261.780	ABATEMENT SPECIALTIES LLC	ASBESTOS REMOVAL	2,156.00
478581.5261.780	ABATEMENT SPECIALTIES LLC	ASBESTOS REMOVAL	1,123.00
101110.5460.000	ACCESS ASSAULT CARE CENTER	TRAUMA INTERVIEW CONF	163.75
101440.5600.054	ACCO UNLIMITED CORP	AQUATIC CENTER	335.49
510532.5340.010	ADAM UTTERBACK	MONTHLY TRAINING	387.50
101850.5230.000	ADP COMMERCIAL LEASING LLC	PAYROLL FEES	97.22
101850.5230.000	ADP, LLC	PROCESSING FEES	716.27
520520.5600.000	AIR FILTER SALES & SERVICE	AIR FILTERS	813.36
206710.5600.000	AIRGAS USA, LLC	OP SUPPLIES	76.84
101110.5600.000	ALICIA M HUNTER	PAINT&CLEAN	40.87
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	12.43
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	24.17
233410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	934.78
101440.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	5,765.91
101440.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	917.46
281690.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	10.95
281690.5480.020	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	9.47
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	65.87
101410.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	18.73
206120.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	33.54
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	104.24
206160.5480.010	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	58.80
247410.5718.000	ALLIANT UTILITIES IES	GAS &OR ELECTRIC	680.00
101140.5132.000	ANN'S ALTERATIONS & GIFTS	HEM FIREMAN PANTS	14.00
101110.5570.000	ARNOLD MOTOR SUPPLY	#527 BATTERY	168.32
101410.5570.000	ARNOLD MOTOR SUPPLY	#723 BATTERY	96.64
101110.5570.000	ARNOLD MOTOR SUPPLY	12V AGM SEA	131.08
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	87.92
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	75.22
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	77.09
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PADS& BREAKS	309.15
101110.5570.000	ARNOLD MOTOR SUPPLY	BRAKE ROTOR	94.96

101110.5570.000	ARNOLD MOTOR SUPPLY	COMPRESSOR	289.69
101110.5570.000	ARNOLD MOTOR SUPPLY	EGR VALVE	45.42
101770.5570.000	ARNOLD MOTOR SUPPLY	FILTER AND	56.36
206710.5570.000	ARNOLD MOTOR SUPPLY	FUEL FILTER	9.04
206710.5600.000	ARNOLD MOTOR SUPPLY	HAND PADS	21.17
550780.5570.000	ARNOLD MOTOR SUPPLY	MISC LABOR	43.43
101770.5570.000	ARNOLD MOTOR SUPPLY	OIL DRY	7.53
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	3.72
206710.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	25.39
101110.5570.000	ARNOLD MOTOR SUPPLY	OP PART	27.42
206710.5570.000	ARNOLD MOTOR SUPPLY	OP PART	12.31
101110.5570.000	ARNOLD MOTOR SUPPLY	OP PARTS	153.89
101110.5570.000	ARNOLD MOTOR SUPPLY	OP PARTS	46.92
101110.5570.000	ARNOLD MOTOR SUPPLY	OP PARTS	5.38
101110.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	35.21
101110.5570.000	ARNOLD MOTOR SUPPLY	PARTS,BRAKE	334.51
206120.5570.000	ARNOLD MOTOR SUPPLY	REAR BRCKT	124.23
206710.5570.000	ARNOLD MOTOR SUPPLY	RETURN	(12.31)
101110.5570.000	ARNOLD MOTOR SUPPLY	RETURN BRAKES	(76.99)
206710.5600.000	ARNOLD MOTOR SUPPLY	TESTER	7.83
101110.5570.000	ARNOLD MOTOR SUPPLY	TURN ROTOR	47.04
101110.5570.000	ARNOLD MOTOR SUPPLY	TURN ROTOR	47.04
101330.5251.000	ASCAP	LICENSE FEE	333.66
999.1125.000	AVESIS THIRD PARTY ADMINISTRATORS,IN	AVESIS VISION	326.41
999.1131.000	AXA EQUITABLE	POLICE IRA	450.00
101881.5410.000	B & G HVAC	CARNEGIE BLDG AC	92.00
510531.5600.000	BARCO MUNICIPAL PRODUCTS INC	PAINT/SURVEY FLAGS/FRAME	421.68
520590.5600.000	BARCO MUNICIPAL PRODUCTS INC	PAINT/SURVEY FLAGS/FRAME	632.51
101110.5600.000	BDH TECHNOLOGY	512GB INTER	267.60
206760.5340.100	BDH TECHNOLOGY	BACKUP SOFTWARE	211.11
101891.5340.100	BDH TECHNOLOGY	BACKUP SOFTWARE	316.66
206710.5340.100	BDH TECHNOLOGY	BACKUP SOFTWARE	105.55
219110.5718.000	BDH TECHNOLOGY	BODY CAMERA	3,473.32
219110.5718.000	BDH TECHNOLOGY	BODY CAMERA	3,188.39
101110.5340.150	BDH TECHNOLOGY	AUG MONTHLY SERVICES	1,266.25
101310.5340.150	BDH TECHNOLOGY	AUG MONTHLY SERVICES	633.13
101891.5340.150	BDH TECHNOLOGY	AUG MONTHLY SERVICES	3,165.62
101891.5340.150	BDH TECHNOLOGY	AUG MONTHLY SERVICES	375.00
101891.5340.150	BDH TECHNOLOGY	AUG MONTHLY SERVICES	313.50
101891.5340.150	BDH TECHNOLOGY	AUG MONTHLY SERVICES	58.20
101110.5600.000	BDH TECHNOLOGY	LAPTOP	1,028.98
684990.5230.000	BERNIE LOWE & ASSOC	JULY CONSULTING	2,184.00
681110.5339.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	530.51
681140.5230.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	97.38
681140.5339.000	BERNIE LOWE & ASSOC	MEDICAL CLAIMS	812.52
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	127.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	591.00

101410.5340.010	BOB'S LAWN CARE SERVICE	AUGUST PARK MOWING	1,720.00
101110.5132.000	BROWN'S SHOE FIT CO	LEWIS-SHOES	62.50
101790.5600.000	BROWN'S SHOE FIT CO	LEWIS-SHOES	62.49
206710.5132.000	BROWN'S SHOE FIT CO	STREET DEPT	216.97
478710.5340.240	BRYCON CORPORATION	2016 PCC PATCH REPAIRS	26,852.32
150110.5718.000	CARPENTER UNIFORM COMPANY	2 TACTICAL GEAR	3,967.50
101110.5132.000	CARPENTER UNIFORM COMPANY	3 SETS LT BADGES	90.95
101140.5132.000	CARPENTER UNIFORM COMPANY	SHOES	96.99
101880.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOWELS,BOWL CLEANER	61.40
101881.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOWELS,BOWL CLEANER	61.40
206710.5600.080	CENTRAL IOWA DISTRIBUTING INC	TOWELS,BOWL CLEANER	61.40
101580.5562.000	CENTRAL IOWA FARM STORE INC	24"BAR	82.15
101580.5562.000	CENTRAL IOWA FARM STORE INC	FILTER	23.75
510532.5562.000	CENTRAL IOWA FARM STORE INC	FILTER	23.75
510532.5410.000	CENTRAL IOWA MACHINE SHOP INC	SHARPEN MOWER BLADES	212.52
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	AIRPORT WATR	144.56
101110.5600.000	CENTRAL OFFICE SUPPLY	LABELMAKER	33.17
550780.5600.000	CENTRAL OFFICE SUPPLY	PAPER ONE REAM	30.45
101110.5600.000	CENTRAL OFFICE SUPPLY	TRASH LINERS	100.71
101110.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	67.02
101140.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	12.41
101310.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	14.28
101420.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	11.81
101480.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	1.61
101560.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	0.03
101561.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	0.15
101790.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	1.16
101820.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	2.86
101831.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	21.48
101840.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	5.48
101850.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	5.44
101890.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	4.62
206710.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	3.83
206760.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	10.20
233410.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	1.16
278690.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	6.67
283210.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	7.53
290113.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	38.75
510531.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	0.48
520520.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	8.15
520590.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	0.73
550780.5450.000	CENTURYLINK	7/16-8/19 LOCAL LINES	2.02
101110.5460.000	CHAMBER OF COMMERCE	IVL CLASS	780.00
206710.5600.000	CHEMSEARCH	CLEANER	320.00
550780.5570.000	CINTAS CORPORATION	MEDICAL SUPPLIES	82.54
460770.5230.030	CLAPSADDLE GARBER ASSOC INC	AIRPORT HANGER	1,005.00
460770.5230.030	CLAPSADDLE GARBER ASSOC INC	AIRPORT PAVEMENT	1,907.80

291530.5230.030	CLAPSADDLE GARBER ASSOC INC	INGLEDUE ST	14,944.10
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	SE SOUTH ST	988.20
416756.5230.030	CLAPSADDLE GARBER ASSOC INC	STP S 18TH	11,320.40
150410.5340.010	CLAPSADDLE GARBER ASSOC INC	TIMBER CREEK	2,316.00
233410.5331.500	CODY JOHNSON	TEAM-BLITZ	125.00
999.1129.000	COLONIAL LIFE	SHORT TERM INSURANCE	372.28
510531.5600.000	CONCRETE INC	104 NEW CASTLE	206.89
510531.5600.000	CONCRETE INC	20TH&STATE	196.61
510531.5600.000	CONCRETE INC	606 W SUMMIT	118.22
510531.5600.000	CONCRETE INC	E SOUTHRIDGE	266.00
247410.5600.080	CONCRETE INC	SPLITTGERBER BENCH PAD	109.00
510531.5600.000	CONCRETE INC	WESTWOOD DR	196.61
510531.5600.000	CONCRETE INC	WESTWOOD DR	236.44
520520.5600.000	CONSOLIDATED WATER SOLUTIONS	POLYMER CP1	1,662.92
478710.5340.240	CONSTRUCT INC	CRAIG CIRCLE REBUILD	3,816.44
520520.5410.000	CONSTRUCT INC	REPAIR PLANT 3 RETURN VALVE	6,544.31
491750.5340.240	CONSTRUCT INC	SE SOUTH ST EXTENSION	23,340.85
206160.5600.000	CONSUMERS ENERGY CO-OP	35' POLE	325.28
101140.5600.000	CRESCENT ELECTRIC SUPPLY CO	144 AA BATTERY	45.22
206710.5600.000	CRESCENT ELECTRIC SUPPLY CO	PACLIGHTS	116.12
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	17.89
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	70.26
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	71.85
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	186.66
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	12.62
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	370.38
247410.5718.000	CRESCENT ELECTRIC SUPPLY CO	SKATEPARK LIGHTS	71.85
101770.5600.000	CRESCENT ELECTRIC SUPPLY CO	TRANSFER SWITCH	579.53
520520.5600.000	CROP PRODUCTION SERVICES	GENERATOR OIL	1,283.00
550780.5570.000	CUMMINS CENTRAL POWER, LLC	SENSOR/ACTUATOR	776.18
540430.5600.055	DAIRY QUEEN C/O TYLER WOLLAM	CONCESSION	788.40
101581.5261.760	DAVID PILLE	105 S 11TH MOWING	180.00
101581.5261.760	DAVID PILLE	1501 SUMMIT MOWING	235.00
478710.5340.240	DENCO HIGHWAY CONSTRUCTION	2016 PCC CRACK&JOINT SEAL	118,954.78
101581.5261.760	DEVIG SERVICES	1316 SUMMIT MOWING	150.00
101581.5261.760	DEVIG SERVICES	1806 W MAIN MOWING	250.00
101581.5261.760	DEVIG SERVICES	406 WOODBURY MOWING	50.00
101581.5261.760	DEVIG SERVICES	406 WOODBURY MOWING	50.00
101581.5261.760	DEVIG SERVICES	502 N 1ST AVE MOWING	125.00
101581.5261.000	DEVIG SERVICES	505 N 12TH AVE MOWING	500.00
550780.5570.000	DIAMOND MANUFACTURING INC	CABINET LOCK&VALVE	1,189.75
550780.5570.000	DIAMOND MANUFACTURING INC	CABINET LOCK&VALVE	1,019.00
206710.5610.940	DIAMOND VOGEL PAINTS	BLUE PARKING PAINT	76.15
206710.5610.940	DIAMOND VOGEL PAINTS	FILTERS	40.20
206710.5600.000	DIAMOND VOGEL PAINTS	FRAME/TAPE/	22.49
206710.5610.940	DIAMOND VOGEL PAINTS	PAINT TIP	25.95
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	2,441.80

206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	210.30
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	210.30
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	210.30
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	210.30
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	140.20
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	210.30
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	210.30
219110.5340.100	DIGITAL ALLY	BODY CAMERA	1,595.00
219110.5718.000	DIGITAL ALLY	BODY CAMERA	1,395.29
230110.5718.000	DIGITAL ALLY	BODY CAMERA	3,434.71
101410.5340.010	DIRT TO TURF	CONTRACT PARK MOWING	1,125.00
206710.5340.500	DIRT TO TURF	CONTRACT PARK MOWING	450.00
510532.5340.010	DIRT TO TURF	CONTRACT PARK MOWING	130.00
101140.5340.070	ED M FELD EQUIPMENT CO INC	SCBA TEST,FIT TEST, TRIP	2,346.00
101140.5600.000	ED M FELD EQUIPMENT CO INC	SMOKE TESTER	46.95
150110.5749.000	ED STIVERS FORD INC.	POLICE 2017 FORD EXPLORER	17,784.00
101850.5230.020	EIDEBAILLY LLP	AUDIT WORK	10,000.00
206710.5340.010	ELECTRONIC ENGINEERING CO INC	SEPTEMBER GPS	648.95
510531.5340.010	ELECTRONIC ENGINEERING CO INC	SEPTEMBER GPS	35.94
520590.5340.010	ELECTRONIC ENGINEERING CO INC	SEPTEMBER GPS	53.91
150891.5230.000	ELERT & ASSOC	PHONE SYSTEM RFP	2,250.00
101420.5340.640	EMILY GALE-HAZEN	8/14-9/2 ZUMBA	165.00
101110.5132.000	ENTENMANN ROVIN COMPANY	REFINISH 2BADGES	106.50
101110.5132.000	ENTENMANN ROVIN COMPANY	REFINISH BADGE	56.50
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	6.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	12.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	101.50
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	90.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	78.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	78.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	78.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	66.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	78.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	84.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.	LEAD TESTS	84.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	220.00
206710.5600.000	FASTENAL COMPANY	OP PARTS	55.66
206710.5600.000	FASTENAL COMPANY	OP PARTS	132.39
206710.5600.000	FASTENAL COMPANY	OP PARTS	60.15
206710.5600.000	FASTENAL COMPANY	TAXES	(10.95)

101110.5460.000	FBINAA -IOWA CHAPTER	LUNCHEON	60.00
283210.5360.000	FEDEX	OVERNIGHT LEAD TEST SENT	233.75
283210.5410.000	FEXSTEVE LIMITED COMPANY	1108 MCLELLEN, TAMA	18,250.00
101770.5410.000	FILTRATION CORP OF AMERICA	COALESCER	708.46
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2014 SANITARY SEWER	13,115.88
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	IA RVR INTECEPTOR	418.82
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	NPDES PRE EVALS	1,918.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP BIO GAS GENERATOR	1,650.00
233410.5340.010	G&K SERVICES - DES MOINES	TOWEL SERVICE	8.00
233410.5340.010	G&K SERVICES - DES MOINES	TOWEL SERVICE	8.00
233410.5340.010	G&K SERVICES - DES MOINES	TOWEL SERVICE	8.00
233410.5340.010	G&K SERVICES - DES MOINES	TOWEL SERVICE	8.00
101140.5132.000	GALLS LLC	2PR EMT PANTS	122.93
101140.5132.000	GALLS LLC	2PR EMT PANTS	122.93
101110.5132.000	GALLS LLC	2SHIRTS&SHOES	183.00
101110.5132.000	GALLS LLC	COAT/2PR SHIRTS	42.00
101790.5600.000	GALLS LLC	COAT/2PR SHIRTS	314.62
550780.5410.000	GILLIG LLC	AIR PRESSURE GUAGE	527.60
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	87.00
520520.5980.000	GORDON MILLER	FILLED POOL	19.60
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	8/3-8/22 SERVICES	112.50
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	8/3-8/22 SERVICES	2,737.50
471110.5231.000	GRIMES BUCK SCHOELL & BEACH	8/3-8/22 SERVICES	150.00
520520.5600.030	HACH COMPANY	DIGESTION VIALS	30.14
520520.5600.000	HACH COMPANY	EXPANSION CARD	353.89
520520.5600.000	HD SUPPLY WATERWORKS, LTD	8"X5.5" SPOOL	243.68
520520.5600.000	HD SUPPLY WATERWORKS, LTD	COUPLINGS/BAND	929.32
101310.5450.000	HEART OF IOWA COMM	LIBRARY INTERNET	260.09
510531.5718.000	HOGLUND BUS CO INC	KIT PUMP	87.81
520590.5718.000	HOGLUND BUS CO INC	KIT PUMP	131.71
530540.5980.000	HY-VEE ACCOUNTS RECEIVABLE	COMPOST REFUND	40.00
101140.5112.010	ICMA RETIREMENT 457	RETIREMENT	725.34
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	3,805.98
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	509.79
999.1130.000	ICMA RETIREMENT 457	RETIREMENT	3,767.00
150891.5340.150	IMAGETEK	RADIX -AUGU	587.00
999.1111.000	IMWCA	WORKERS COMP	13,945.00
101110.5132.000	IN STITCHES	NAMES/PARKING	9.00
101790.5600.000	IN STITCHES	NAMES/PARKING	35.00
999.1160.000	IN STITCHES	NAMES/PARKING	9.00
206710.5610.820	INDEPENDENT SALT	HIWAY TREATMENT	16,490.19
520520.5600.000	INTERSTATE CHEMICAL CO INC	CITRIC ACID	725.00
233410.5340.620	IOWA AMATEUR SOFTBALL ASSOCIATION	SANCTION FEE	1,417.50
101561.5460.000	IOWA ASSOC OF HOUSING OFFICIALS	FALL CONFERENCE	250.00
101561.5460.000	IOWA ASSOC OF HOUSING OFFICIALS	FALL CONFERENCE	250.00
540430.5410.000	IOWA DEPT INSPECTIONS & APPEALS	AQUATIC CTR	67.50
278690.5251.000	IOWA DEPT OF PUBLIC HEALTH	SAMPLING TECH RENEWAL	60.00

101840.5600.000	IOWA DEPT OF TRANSPORTATION	REPLACEMENT	25.00
101110.5410.000	IOWA HOMETOWN SECURITY	MONITORING	1,319.38
101410.5600.080	IOWA HOMETOWN SECURITY	MONITORING	1,585.46
206710.5718.000	IOWA HOMETOWN SECURITY	MONITORING	1,209.77
206710.5718.000	IOWA HOMETOWN SECURITY	MONITORING	119.74
206710.5718.000	IOWA HOMETOWN SECURITY	MONITORING	3,569.34
206710.5718.000	IOWA HOMETOWN SECURITY	MONITORING	83.52
510531.5718.000	IOWA HOMETOWN SECURITY	MONITORING	761.06
520520.5340.010	IOWA HOMETOWN SECURITY	MONITORING	659.70
520590.5718.000	IOWA HOMETOWN SECURITY	MONITORING	1,141.59
206710.5340.070	IOWA HOMETOWN SECURITY	WEEKLY TEST	58.41
101850.5600.000	IOWA LEAGUE OF CITIES	FINANCE HANDBOOK	20.00
206710.5610.910	IOWA PRISON INDUSTRIES	FREIGHT	16.88
206710.5610.910	IOWA PRISON INDUSTRIES	GREEN SHEETING	810.00
206710.5610.910	IOWA PRISON INDUSTRIES	SIGNS/TAPE	831.75
101110.5460.000	IOWA STATE RESERVE	REGISTRATION	40.00
101140.5600.000	IOWA-DES MOINES SUPPLY, INC	FLOOR CLEAN	166.76
101420.5600.450	IPRA	CONSIGNMENT	32.00
999.1116.000	IUPAT PPME LOCAL 2003	UNION DUES	1,045.05
510531.5340.010	JAY E. HANSEN	JULY/AUGUST	40.00
520520.5340.010	JAY E. HANSEN	JULY/AUGUST	1,134.00
520590.5340.010	JAY E. HANSEN	JULY/AUGUST	60.00
233410.5331.500	JEFF BLACKFORD	ENTRY FEE	125.00
520520.5980.000	JOANNA MENDOZA	FILLED POOL	39.20
283210.5472.000	JOEL S CHANDLER	MILEAGE	21.45
283210.5472.000	JOYCE BROWN	MILEAGE	19.11
101000.4472.000	JUAN OCHOA	LOG CABIN CANCELLATION	50.00
101420.5340.640	KAREN GALE-HAZEN	8/14-9/2 ZUMBA	300.00
520520.5600.030	KEYSTONE LAB INC	PHOSPHATE	61.00
101410.5340.010	KIWANIS CLUB PM	WEST END PARK MOWING	825.00
206710.5410.000	LARRY'S TOWING & TIRE SERVICE	TOW CHEVY S-10	150.00
510531.5410.000	LARRY'S TOWING & TIRE SERVICE	TRUCK#212 TOW	80.00
520590.5410.000	LARRY'S TOWING & TIRE SERVICE	TRUCK#212 TOW	120.00
101110.5340.800	LHOGELAND AUTO PLAZA LLC	TOW CASE	50.00
101110.5430.000	LUISA ORTEGA	INTERPRETER	30.00
101110.5570.000	M GERVICH & SONS INC	STEEL PARTS	47.80
206710.5600.000	M GERVICH & SONS INC	STEEL PARTS	56.00
471110.5342.000	MARSHALL COUNTY AUDITOR	SPECIAL CITY ELECTION	5,147.95
471140.5342.000	MARSHALL COUNTY AUDITOR	SPECIAL CITY ELECTION	5,147.95
101110.5570.010	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	5,744.43
101140.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	560.37
101410.5570.010	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	366.40
101410.5570.060	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	339.75
101560.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	67.60
101561.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	23.13
101581.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	77.99
206120.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	156.63

206710.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	1,296.27
206711.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	191.85
206760.5570.000	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	103.87
510531.5570.010	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	75.63
510531.5570.060	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	204.40
520520.5570.010	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	110.23
520590.5570.010	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	113.44
520590.5570.060	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	306.59
550780.5570.060	MARSHALL COUNTY ENGINEER	GAS & OR DIESEL	3,253.72
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK &REC	52.80
520520.5340.010	MARSHALL COUNTY LANDFILL	SBR#1 CLEANED	48.95
101870.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	12.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	7.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	17.00
283210.5250.000	MARSHALL COUNTY RECORDER	RECORDING FEE	22.00
290113.5340.150	MARSHALL COUNTY TREASURER	AUGUST INTERNET	101.63
101440.5251.000	MARSHALL COUNTY TREASURER	YEARLY POOL INSPECTIONS	868.50
101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINTENANCE	2,732.27
101770.5480.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101770.5340.010	MARSHALLTOWN AVIATION INC	SEPTEMBER MANAGER FEE	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	SPAHN&ROSE	10.76
471110.5781.100	MARSHALLTOWN COLUMBUS HALL	PURCHASE PROPERTY 102 W HIGH ST	4,125.00
471140.5781.100	MARSHALLTOWN COLUMBUS HALL	PURCHASE PROPERTY 102 W HIGH ST	4,125.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	2016 UMPIRE	600.00
152451.5480.030	MARSHALLTOWN WATER WORKS	6/17-8/16 COLISEUM	250.34
520590.5340.070	MARSHALLTOWN WATER WORKS	7/6-7/26 SEWER COLLECTS	632.00
520520.5220.000	MARSHALLTOWN WATER WORKS	JULY SANITARY SEWER	7,745.43
510531.5220.000	MARSHALLTOWN WATER WORKS	JULY STORM SEWER	259.05
520520.5600.000	MARTIN MARIETTA MATERIALS	CLEAN ROCK	216.33
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#527 TIRES	388.44
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	4TIRES/LABOR	1,465.44
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	FREESTYLE TIRE REPAIR	45.00
520520.5450.000	MEDIACOM	WPCP INTERNET	75.00
681140.5338.000	MEDTRAK SERVICES LLP	8/1-8/15 PREMIUMS	834.87
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	949.03
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	87.97
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	30.47
520520.5600.030	MIDLAND SCIENTIFIC INC	SENSOR CAP	118.85
520520.5600.030	MIDLAND SCIENTIFIC INC	TYGON TUBING	(40.86)
520520.5600.030	MIDLAND SCIENTIFIC INC	WIRE TUBING	6.60
101420.5370.000	MINUTEMAN INC	5000 P&R NEWSLETTERS	963.10
520520.5600.030	MINUTEMAN INC	CHAIN OF CUSTODY FORMS	142.15
550780.5370.000	MINUTEMAN INC	MOBILE OIL SHIPMENTS	9.39
550780.5370.000	MINUTEMAN INC	MOBILE OIL SHIPMENTS	9.39
290113.5600.000	MMIT BUSINESS SOLUTIONS	TONER COLLECTOR	41.37
101140.5132.000	MUNICIPAL EMERGENCY SERVICE	FIREMAN COAT	2,022.25

101000.4472.000	NANCY AVILA	SHELTER RENTAL REFUND	100.00
101410.5562.000	NAPA	#713 BATTERY	109.73
550780.5570.000	NAPA	5 FUSES	3.23
206710.5570.000	NAPA	FILTERS	31.48
206710.5570.000	NAPA	FILTERS	42.88
206710.5570.000	NAPA	FILTERS	36.97
206710.5570.000	NAPA	FILTERS	4.96
101110.5570.000	NAPA	FUSES	14.94
510531.5570.000	NAPA	OIL FILTER	5.74
520590.5570.000	NAPA	OIL FILTER	8.59
510531.5570.000	NAPA	SW30 OIL	13.98
520590.5570.000	NAPA	SW30 OIL	20.95
550780.5570.000	NAPA	TRANSMISSION	71.09
206710.5570.000	NAPA	V-BELT	5.53
101770.5340.010	NEW CENTURY FS INC	9/1/16-3/31 AIRPORT	345.00
550780.5570.000	NEW FLYER	MOTOR-HYDR	1,766.05
550780.5570.000	NEW FLYER	MOTORY-HYD	570.54
101110.5370.000	ON-SITE INFORMATION DESTRUCTION SER	POLICE SERVICES	40.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SER	HOUSING SERVICES	40.00
101140.5410.000	OPTIMAL OVERHEAD DOORS & OPENERS L	INSTALL GARAGE DOOR OPENER	40.00
101110.5570.000	O'REILLY AUTOMOTIVE INC	WHEEL PAINT	13.98
101110.5280.000	PATC	4TH EDITION	10.00
283210.5410.000	PETTENGILL CONSTRUCTION	201 GRANITE ST, QUARRY	2,000.00
101110.5230.000	PHILIP L ASCHEMAN	EVAL&MMPI	140.00
290113.5460.000	PHILIP L ASCHEMAN	MMPI INTERVIEW	140.00
101410.5600.080	PLAYPOWER LT FARMINGTON INC	WAVE SLIDE	1,470.42
101140.5340.070	PUSH PEDAL PULL	PREVENTATIVE MAINT	194.00
101110.5570.000	RACOM CORPORATION	#511 LABOR FOR LIGHTBAR	633.00
101110.5570.000	RACOM CORPORATION	#511 LIGHTBAR	2,095.80
150110.5749.000	RACOM CORPORATION	#513 INSTALL LIGHT BAR	4,135.52
150110.5749.000	RACOM CORPORATION	#514 REMOVAL	500.00
150110.5749.000	RACOM CORPORATION	#514/521 EQUIPMENT	11,330.16
550780.5410.000	RACOM CORPORATION	ANTENNA	20.00
206120.5600.000	RACOM CORPORATION	BATTERY/LABOR	112.50
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	63.75
101140.5410.000	RACOM CORPORATION	MIC REPLACEMENT	236.50
101140.5410.000	RACOM CORPORATION	REPEATER REPAIRS	495.00
101110.5132.000	RACOM CORPORATION	SPEAKER MIC	135.00
283210.5472.000	RANDY VAUGHN	MILEAGE	273.39
550780.5331.500	REGION SIX PLANNING COMMISSION	JULY PARATRANSIT RIDES	1,270.00
550780.5331.500	REGION SIX PLANNING COMMISSION	JUNE PARATRANSIT RIDES	1,105.00
101140.5570.000	RELIANT FIRE APPARATUS	TANK/GASKET	53.89
278690.5240.510	REP CORP	RENT ASSIST	268.00
684990.5980.000	RICK R REISINGER	INSURANCE REFUND	260.40
550780.5340.010	RIDE SYSTEMS	GPS SUBSCRIPTION	850.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	57.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	109.00

206710.5600.000	ROCKMOUNT RESEARCH & ALLOYS INC	POLARIS MIG	788.94
101140.5570.000	SAFELITE AUTOGLASS	WINDSHIELD	75.00
206710.5600.000	SAFETY-KLEEN SYSTEMS INC	WASHER SOLVENT	831.42
101140.5600.000	SAM'S CLUB/SYNCHRONY BANK	MULTIFOLD TOWELS	149.88
520520.5380.000	SCHARNWEBER WATER CONDITIONING IN	AUGUST WATER-WPCP	27.00
101410.5340.010	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	1,060.00
206710.5340.500	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	812.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	80.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	100.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	PARK CONTRACT MOWING	100.00
283210.5320.000	SERVICEMASTER OF M'TOWN INC	110 W LINN ST CLEANING	196.16
283210.5320.000	SERVICEMASTER OF M'TOWN INC	110 W LINN ST CLEANING	196.16
283210.5320.000	SERVICEMASTER OF M'TOWN INC	112 W LINN ST CLEANING	196.16
101110.5340.010	SERVICEMASTER OF M'TOWN INC	SEPTEMBER POLICE DEPT CLEAN	1,000.00
684990.5230.000	SHEAKLEY	ACA DASHBOARD	357.17
101000.4472.000	SHIELA KIELLY	SHELTER RENTAL REFUND	75.00
283210.5290.000	SHOMO-MADSEN INSURANCE	CONTRACTORS	5,050.00
150110.5749.000	SHOWROOM AUTO GROOM	#513 TRUCK	825.00
550780.5570.000	SIGN CREATIONS	VEHICLE LETTERING	600.00
401410.5230.030	SNYDER & ASSOCIATES, INC.	IA RIVER TRAIL	9,360.00
401410.5230.030	SNYDER & ASSOCIATES, INC.	IA RVR TRAIl	4,644.16
233410.5340.010	SPOTLESS CLEANING	6TH ST RESTROOM CLEANING	210.00
290113.5460.000	STACY L ROADS	CONFERENCE LUNCH	8.00
242310.5600.000	STAGING CONCEPTS	EZ STAGE WITH STAIRS	2,686.00
101110.5718.000	STAPLES ADVANTAGE	SURFACE PRO	1,179.20
220110.5718.000	STAPLES ADVANTAGE	SURFACE PRO	1,179.19
101110.5600.000	STAPLES ADVANTAGE	TABLET WARRANTY	119.99
101831.5340.010	STEVENS PUBLIC MGMT LLC	CITY ADMIN FEE	206.25
471110.5230.000	STEVENS PUBLIC MGMT LLC	CITY ADMIN FEE	296.88
471140.5230.000	STEVENS PUBLIC MGMT LLC	CITY ADMIN FEE	296.87
101410.5340.010	STONE SANITATION	AUGUST ALL PARKS	814.28
101110.5132.000	STREICHER'S	DUTY EQUIPMENT	129.00
101110.5132.000	STREICHER'S	DUTY EQUIPMENT	184.50
101110.5132.000	STREICHER'S	WEAPON LIGHT	134.00
101110.5132.000	TACTICAL MEDICAL SOLUTIONS INC	4TACTICAL M	328.60
235140.5600.010	TAGS SCREEN PRINTING	CITIZENS AC	91.92
999.1128.010	TASC	FLEX BENEFITS	4,983.22
999.1128.020	TASC	FLEX BENEFITS	1,874.59
999.1128.020	TASC	FLEX BENEFITS	(0.20)
999.1108.000	TEAMSTERS LOCAL 238	WPCP&POLICE	1,416.80
999.1110.000	TEAMSTERS LOCAL 238	WPCP&POLICE	267.00
290113.5460.000	TERESA L LANG	CONFERENCE LUNCHES	24.00
684990.5337.000	THE HARTFORD-PRIORITY ACCTS	AUGUST INSURANCE	6,355.47
510531.5340.010	NORTHSTAR FISH HATCHERY	RETENTION PONDS VEG CONTROL	5,668.00

101110.5230.000	TREASURER STATE OF IOWA	MMPI EVALUATION	140.00
101141.5460.000	TREASURERS OFFICE	REGISTRATION	25.00
101110.5460.040	TREAT AMERICA DINING	TRAINING SCHOOL MEALS	1,468.47
101110.5570.000	TRI STATE LOCK SERVICE	#514 KEY	38.00
101110.5570.000	TRI STATE LOCK SERVICE	3KEYS POLICE	9.00
206710.5600.000	TRI STATE LOCK SERVICE	4COMPOST KEYS	8.00
101110.5410.000	TRI STATE LOCK SERVICE	LOCK&REKEY	172.00
233410.5331.500	TYLER SLAGLE	TEAM ENTRY REIMBURSEMENT	125.00
150850.5734.000	TYLER TECHNOLOGIES INC	8/3&8/5 WORK	250.00
150850.5734.000	TYLER TECHNOLOGIES INC	8/8&8/19 WORK	250.00
520520.5450.000	U S CELLULAR	8/22-9/21 WPCP	226.23
101110.5600.070	ULTRAMAX AMMUNITION	SUPPLIES	125.00
520520.5450.100	VERIZON WIRELESS	7/22-8/21 WPCP	90.16
291530.5340.070	VIETH CONSTRUCTION CORPORATION	INGLEDUE ST	107,981.95
684990.5339.000	WELLMARK INC	MEDICAL CLAIMS	27,754.53
684000.4870.990	WELLMARK INC	PREMIUMS&4W CLAIMS	(18,775.28)
684990.5230.000	WELLMARK INC	PREMIUMS&4W CLAIMS	9,857.34
684990.5337.000	WELLMARK INC	PREMIUMS&4W CLAIMS	22,202.82
684990.5339.000	WELLMARK INC	PREMIUMS&4W CLAIMS	16,647.77
290113.5450.000	WINDSTREAM	7/19-8/18 POLICE	76.44
520520.5340.070	XEROX CORPORATION	AUGUST COPIES-WPCP	61.68
101140.5340.070	XEROX CORPORATION	COPIES-FIRE DEPT	45.80
290113.5340.070	ZUERCHER TECH	10/28/16-10/27/17 POLICE	18,249.00
			749,327.82

Complete the following contact information. (Please type or print clearly)

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Attorney E-mail bjcurrie@peglowlaw.com	

Engineer Firm Name Clapsaddle-Garber Associates	
Engineer Contact Person Steve Troskey	
Engineer Address 16 E Main St Marshalltown, IA 50158	
Engineer Phone 641-752-6701	Engineer Fax
Engineer E-mail stroskey@cgaconsultants.com	

OWNER'S CONSENT AND DEDICATION

STATE OF ILLINOIS)
) ss:
COUNTY OF WINNEBAGO)

KNOW ALL PERSONS BY THESE PRESENTS: KB525Iowa, L.L.C., being the owner of record and holder in fee simple of the following described real estate, to-wit:

A certain parcel of land located within a certain parcel of land described as Lot 3 of the Subdivision of the Northeast 1/4 of the Northwest 1/4 and Parcel "A" recorded in Instrument #2008-00006119 in the Office of the Recorder, Marshall County, Iowa in Lot 14/7 of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa. More particularly described as follows: Commencing at the Southwest Corner of said Lot 3; thence, N89°57'24"E 135.39' along the South line of said Lot 3 to the Point of Beginning; thence, N0°21'50"E 421.75' to a point on the South Right of Way line of South 2nd Street; thence, N89°54'32"E 138.85' along the South Right of Way of 2nd Street; thence, Southeasterly 41.97' along the arc of a 35.08' radius curve, concave Southwesterly, having a chord bearing of S56°13'52"E and a distance of 39.51' along said South Right of Way; thence, Southeasterly 70.38' along the arc of a 59.34' radius curve, concave Northeasterly, having a chord bearing of S56°17'14"E and a distance of 66.33' along said South Right of Way; thence, S89°37'40"E 59.27' along said South Right of Way to the Northwest Corner of said Parcel "A"; thence, N89°58'09"E 33.49' along the North line of said Parcel "A" to the Northeast Corner of said Parcel "A"; thence, S0°21'50"W 334.42' along the East line of said Parcel "A" to the Southeast Corner of said Parcel "A" also being the North Right of Way line of Highway 30 Bypass; thence, S78°41'16"W 34.20' along the South line of said Parcel "A" to the Southwest Corner of said Parcel "A" also being the North Right of Way line of US Highway 30 Bypass; thence, S78°34'58"W 108.93' along said North Right of Way line; thence, S89°57'24"W 179.88' along said North Right of Way line to the Point of Beginning, containing 2.86 acres. Subject to easements and restrictions of record, if any.

being the real estate upon which the following described subdivision, to-wit:

Hawkeye Subdivision, Marshalltown, Iowa

has been surveyed, staked, platted and laid out into a lot, as shown by the attached final plat drawing, and KB525Iowa, L.L.C., **hereby certifies**:

That KB525Iowa, L.L.C., having in pursuance of law caused said described lands to be surveyed, staked, laid out and platted into a lot and that the disposition of the real estate as shown by the said plat is

with owner's free consent and in accordance with the owner's desires and confirming to the established requirements for the platting and development under the ordinances of Marshalltown, Iowa;

That the measurements of the lots, streets and sewer and water lines contained in said addition are as indicated on the attached plat drawing;

That this plat drawing conforms to the preliminary plat as approved by the City of Marshalltown Planning and Zoning Commission and by the Marshalltown City Council;

That the county engineer and county sanitarian have certified that all required improvements have been satisfactorily completed in accordance with the construction plans as approved, and in substantial compliance with the preliminary plat, or that satisfactory arrangements have been made for the completion thereof;

That all drainage, utility, sewer and flood plain easements, together with any other public improvements designed, designated and shown upon said plat drawing **are hereby dedicated** to Marshalltown, Iowa, for public uses and any right, title or interest that the undersigned could have or might claim to have is hereby relinquished and released for said purposes to Marshalltown, Iowa, by the free consent fo the undersigned and in accordance with their desires as sole owner and proprietor thereof.

That this document has been prepared pursuant to Iowa Code section 354.11(1).

KB525Iowa, L.L.C.

Dated: August 18, 2016

By: _____
Kenneth E. Bennett, sole member

On August 18, 2016, before me personally appeared Kenneth E. Bennett, to me personally known, who being by me duly sworn did say he is the sole member of KB525Iowa, L.L.C., that no seal has been procured by the said LLC, and that said instrument was signed on behalf of the said LLC by authority of its members and the said member acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it and him voluntarily executed.

OFFICIAL SEAL
LAURA A PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jun 28, 2019

Laura A. Price

_____
Notary Public

STATEMENT OF MORTGAGE HOLDER

I, the undersigned, being an Officer authorized to acknowledge deeds on behalf of Great Western Bank, the mortgagee in a mortgage from KB525Iowa, L.L.C., by Kenneth E. Bennett, sole member, as mortgagor, to Great Western Bank dated August 17, 2010, recorded October 13, 2010, as Document #2010-00005716 in the records of the Marshall County, Iowa, Recorder, for an original consideration of $1,421,798.93 with interest thereon, pertaining to real estate legally described as follows:

A certain parcel of land located within a certain parcel of land described as Lot 3 of the Subdivision of the Northeast 1/4 of the Northwest 1/4 and Parcel "A" recorded in Instrument #2008-00006119 in the Office of the Recorder, Marshall County, Iowa in Lot 14/7 of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.
More particularly described as follows: Commencing at the Southwest Corner of said Lot 3; thence, N89°57'24"E 135.39' along the South line of said Lot 3 to the Point of Beginning; thence, N0°21'50"E 421.75' to a point on the South Right of Way line of South 2nd Street; thence, N89°54'32"E 138.85' along the South Right of Way of 2nd Street; thence, Southeasterly 41.97' along the arc of a 35.08' radius curve, concave Southwesterly, having a chord bearing of S56°13'52"E and a distance of 39.51' along said South Right of Way; thence, Southeasterly 70.38' along the arc of a 59.34' radius curve, concave Northeasterly, having a chord bearing of S56°17'14"E and a distance of 66.33' along said South Right of Way; thence, S89°37'40"E 59.27' along said South Right of Way to the Northwest Corner of said Parcel "A"; thence, N89°58'09"E 33.49' along the North line of said Parcel "A" to the Northeast Corner of said Parcel "A"; thence, S0°21'50"W 334.42' along the East line of said Parcel "A" to the Southeast Corner of said Parcel "A" also being the North Right of Way line of Highway 30 Bypass; thence, S78°41'16"W 34.20' along the South line of said Parcel "A" to the Southwest Corner of said Parcel "A" also being the North Right of Way line of US Highway 30 Bypass; thence, S78°34'58"W 108.93' along said North Right of Way line; thence, S89°57'24"W 179.88' along said North Right of Way line to the Point of Beginning, containing 2.86 acres. Subject to easements and restrictions of record, if any,

hereby state the mortgagee remains the owner and holder of said mortgage, and the Final Plat of Hawkeye Subdivision, Marshalltown, Iowa, is prepared with the mortgagee's free consent and in accordance with its desire.

This acknowledgment has been prepared pursuant to Iowa Code section 354.11(1).

Great Western Bank

Dated: August 25, 2016

By: _____
Jeff Mathis, Market President

On August 25, 2016, before me, a notary public, personally appeared Jeff Mathis, to me personally known, who being by me duly sworn or affirmed did say he is Market President of said corporation and that said instrument was signed on behalf of the said corporation , that no seal has been procured by the said corporation, and the said Jeff Mathis acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

_____
Notary Public

REYNE L SEE
Commission Number 707618
My Commission Expires
January 4, 2019

STATEMENT OF MORTGAGE HOLDER

I, the undersigned, being an Officer authorized to acknowledge deeds on behalf of Maquoketa State Bank, the mortgagee in the following mortgages:

1. A Mortgage from Kenneth E. Bennett, single, to Maquoketa State Bank dated March 29, 1996, recorded April 1, 1996, as Document #9605330 in the Office of the Marshall County, Iowa, Recorder, for an original consideration of $490,000.00 with interest thereon;

2. A Mortgage from Kenneth E. Bennett as Trustee of the Kenneth E. Bennett Living Trust Under Declaration of Trust dated May 7, 1996, to Maquoketa State Bank dated April 2, 2001, recorded April 5, 2001, as Document #9918007 in the records of the Marshall County, Iowa, Recorder in the sum of $950,000.00 with interest thereon;

both of said mortgages pertaining to real estate legally described as follows:

> A certain parcel of land located within a certain parcel of land described as Lot 3 of the Subdivision of the Northeast 1/4 of the Northwest 1/4 and Parcel "A" recorded in Instrument #2008-00006119 in the Office of the Recorder, Marshall County, Iowa in Lot 14/7 of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa. More particularly described as follows: Commencing at the Southwest Corner of said Lot 3; thence, N89°57'24"E 135.39' along the South line of said Lot 3 to the Point of Beginning; thence, N0°21'50"E 421.75' to a point on the South Right of Way line of South 2nd Street; thence, N89°54'32"E 138.85' along the South Right of Way of 2nd Street; thence, Southeasterly 41.97' along the arc of a 35.08' radius curve, concave Southwesterly, having a chord bearing of S56°13'52"E and a distance of 39.51' along said South Right of Way; thence, Southeasterly 70.38' along the arc of a 59.34' radius curve, concave Northeasterly, having a chord bearing of S56°17'14"E and a distance of 66.33' along said South Right of Way; thence, S89°37'40"E 59.27' along said South Right of Way to the Northwest Corner of said Parcel "A"; thence, N89°58'09"E 33.49' along the North line of said Parcel "A" to the Northeast Corner of said Parcel "A"; thence, S0°21'50"W 334.42' along the East line of said Parcel "A" to the Southeast Corner of said Parcel "A" also being the North Right of Way line of Highway 30 Bypass; thence, S78°41'16"W 34.20' along the South line of said Parcel "A" to the Southwest Corner of said Parcel "A" also being the North Right of Way line of US Highway 30 Bypass; thence, S78°34'58"W 108.93' along said North Right of Way line; thence, S89°57'24"W 179.88' along said North Right of Way line to the Point of Beginning, containing 2.86 acres. Subject to

easements and restrictions of record, if any,

hereby state the mortgagee remains the owner and holder of said mortgage, and the Final Plat of Hawkeye Subdivision, Marshalltown, Iowa, is prepared with the mortgagee's free consent and in accordance with its desire. This acknowledgment has been prepared pursuant to Iowa Code section 354.11(1).

Maquoketa State Bank

Dated: August 25, 2016

By: Matt Tranel
Matt Tranel, First Vice-President

On August 25, 2016, before me, a notary public, personally appeared Matt Tranel, to me personally known, who being by me duly sworn or affirmed did say he is First Vice-President of said corporation and that said instrument was signed on behalf of the said corporation , that no seal has been procured by the said corporation, and the said Matt Tranel acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Marla Franzen
Notary Public

NOTARIAL SEAL IOWA
MARLA FRANZEN
Commission Number 181263
My Commission Expires
9-20-2019

LAW OFFICES
PEGLOW, O'HARE & SEE, P.L.C.
118 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158

641-752-8800
FAX 641-752-8095
www.peglowlaw.com

Paul C. Peglow
Kevin M. O'Hare
Reyne L. See*
Bethany J. Currie
Laura A. Eilers

*certified mediator

Craig L. Johnson (1931-1997)
George W. Sudenga (1938-2012)

W. J. Latham, Jr.

August 25, 2016

Honorable James Lowrance, Mayor
Honorable Members of the City Council
City of Marshalltown, Iowa

Dear Ladies and Gentlemen:

This is to certify that I have examined the Abstract of Title in one part, continued from the root of title and certified down to August 23, 2016, at the hour of 8:30 a.m., received by these offices on August 23, 2016, all as last continued by Marshall County Abstract Company of Marshalltown, Iowa, covering real estate legally described as follows:

Lot 3 of the Subdivision of the Northeast Quarter of the Northwest Quarter of Section 14, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, except that portion of said Lot 3 deeded to the City of Marshalltown, Iowa, as the extension of South Second Street, more particularly described as follows: Commencing at the Northeast Corner of Lot 2 of the Subdivision of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence, S0°21'32"W 23.07' along the East line of said Lot 2 to the South Right of Way line of Iowa Avenue; thence, N89°21'21"W 458.54' along said South Right of Way line to the Point of Beginning; thence, S0°23'56"W 323.76' to a curve; thence, Southeasterly 110.57' along a 70.00' radius curve concave Northeasterly having a chord bearing of S44°51'03"E and a chord distance of 99.43'; thence, N89°53'58"E 388.21' to the Southeast corner of said Lot 2; thence S0°21'32"W 119.50' along the East line of Lot 3 of the Subdivision of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence, N89°37'21"W 59.24' to a curve; thence, Northwesterly 70.34' along a 59.50' radius curve concave Northeasterly having a chord bearing of N56°14'03"W and a chord distance of 66.31'; thence, Northwesterly 41.97' along a 35.50' radius curve concave Southwesterly having a chord bearing of N56°14'03"W and a chord distance of 39.57'; thence, S89°53'58"W 391.23'; thence, N0°23'56"E 455.41' to the South Right of Way line of said Iowa Avenue; thence, S89°21'21"E 80.00' along said South Right of Way line to the Point of Beginning;

AND

Parcel "A" in Lot 14 of the Subdivision of Lot 7 in said Northeast 1/4 of the Northwest 1/4 of said Section 14, as shown in Plat of Survey recorded in Document #2008-00006119 in the Recorder/Auditor's Office, Marshall County, Iowa, except that portion condemned by the State of Iowa for highway purposes.

All subject to an Affidavit of Non-Severability filed in Document #2008-00006596 in the Recorder/Auditor's Office, Marshall County, Iowa.

From such examination, we find:

The Abstract is certified from and includes the dates of the Roots of Title, the same being the following:

1. Root of title to Lot 3 appears to be the Joint Tenancy Warranty Deed to Lewis J. Swanson and Janice F. Swanson, husband and wife, dated April 11, 1956, and recorded April 13, 1956, in Book B-5, page 226 of the records of the Marshall County, Iowa, Recorder.

2. Root of title to Parcel "A" appears to be the Joint Tenancy Warranty Deed to Derald L. Lahr and Esther M. Lahr, husband and wife, dated February 28, 1974, and recorded May 3, 1974, as Document #1996-1974 of the records of the Marshall County, Iowa, Recorder.

There has been no divesting instrument or interest in said real estate since those dates and a continuous chain of title to the real estate has been in effect since that date with the exceptions as noted below.

From the abstract as submitted, I find the current fee simple title vested in KB525Iowa, L.L.C., and that the real estate upon which said Subdivision is laid out and platted is subject to the following liens and encumbrances:

1. At Entry No. 30 of the Abstract, there appears a Mortgage from Kenneth E. Bennett, single, to Maquoketa State Bank in the sum of $490,000, dated March 29, 1996, recorded April 1, 1996, as Document #9605330 in the records of the Marshall County, Iowa, Recorder. The Mortgage is a lien on Lot 3 & Parcel "A." The mortgagee consents to the subdivision.

2. At Entry No. 35 of the Abstract, there appears a Mortgage from Kenneth E. Bennett as Trustee of the Kenneth E. Bennett Living Trust Under Declaration of Trust dated May 7, 1996, to Maquoketa State Bank in the sum of $950,000, dated April 2, 2001, recorded April 5, 2001, as Document #9918007 in the records of the Marshall County, Iowa, Recorder. The Mortgage is a lien on Lots 1 and 2. The mortgagee consents to the subdivision.

3. At Entry No. 46 of the Abstract, there appears a Mortgage from KB525Iowa, L.L.C., by Kenneth E. Bennett, sole member, to Great Western Bank in the sum of $1,421,798.93, dated August 17, 2010, recorded October 13, 2010, as Document #2010-00005716 in the records of the Marshall County, Iowa, Recorder. The Mortgage is a lien on Lot 3 and Parcel "A." The mortgagee consents to the subdivision.

4. At Entry No. 40 of the Abstract, there appears an Affidavit of Non-Severability, dated and recorded October 24, 2008, in Document #2008-00006596 of the records of the Marshall County, Iowa, Recorder. The Affidavit recites the owner's knowledge and understanding that Parcel "A" will not be severable from Lot 3 without first obtaining approval from Marshall County of a subdivision plat for the real estate.

5. The abstractor certifies that all general property taxes have been paid through and including Fiscal Year July 1, 2015 through June 30, 2016. The taxes for Fiscal Year July 1, 2016 through June 30, 2017 have not yet been certified to the county treasurer.

I certify of my own knowledge that the subdivision known as **Hawkeye Subdivision, Marshalltown, Iowa**, proposed to be platted by KB525Iowa, L.L.C., as proprietor and owner of the above-described real estate, is laid out on a portion thereof, described as follows:

A certain parcel of land located within a certain parcel of land described as Lot 3 of the Subdivision of the Northeast 1/4 of the Northwest 1/4 and Parcel "A" recorded in Instrument #2008-00006119 in the Office of the Recorder, Marshall County, Iowa in Lot 14/7 of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.
More particularly described as follows: Commencing at the Southwest Corner of said Lot 3; thence, N89°57'24"E 135.39' along the South line of said Lot 3 to the Point of Beginning; thence, N0°21'50"E 421.75' to a point on the South Right of Way line of South 2nd Street; thence, N89°54'32"E 138.85' along the South Right of Way of 2nd Street; thence, Southeasterly 41.97' along the arc of a 35.08' radius curve, concave Southwesterly, having a chord bearing of S56°13'52"E and a distance of 39.51' along said South Right of Way; thence, Southeasterly 70.38' along the arc of a 59.34' radius curve, concave Northeasterly, having a chord bearing of S56°17'14"E and a distance of 66.33' along said South Right of Way; thence, S89°37'40"E 59.27' along said South Right of Way to the Northwest Corner of said Parcel "A"; thence, N89°58'09"E 33.49' along the North line of said Parcel "A" to the Northeast Corner of said Parcel "A"; thence, S0°21'50"W 334.42' along the East line of said Parcel "A" to the Southeast Corner of said Parcel "A" also being the North Right of Way line of Highway 30 Bypass; thence, S78°41'16"W 34.20' along the South line of said Parcel "A" to the Southwest Corner of said Parcel "A" also being the North Right of Way line of US Highway 30 Bypass; thence, S78°34'58"W 108.93' along said North Right of Way line; thence, S89°57'24"W 179.88' along said North Right of Way line to the Point of Beginning, containing 2.86 acres. Subject to easements and restrictions of record, if any.

I further certify that according to said abstract of title, the real estate upon which said addition is laid out and platted is free and clear of any and all liens or other encumbrances except as shown herein.

I further certify this opinion of title is made pursuant to and in compliance with Iowa Code Section 354.11(3).

Respectfully submitted,

PEGLOW, O'HARE & SEE, P.L.C.

/s/ Bethany J. Currie

Bethany J. Currie
Title Guaranty Member No. 3839

A16-44

Prepared by: Bethany J. Currie, 118 E. Main St., Marshalltown, IA 50158; (641) 752-8800

DEDICATION OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That KB525Iowa, L.L.C., is the legal title holder and owner of record of Hawkeye Subdivision, Marshalltown, Marshall County, Iowa, and in consideration of ***ONE*** Dollar and other valuable consideration, does hereby convey to the City of Marshalltown, Iowa, for use by it and its franchise holders, a right of easement for the erection, installation and maintenance of public utilities and services in, under or across the following-described real estate, but not including a right of usage for or as a public street or alley, and that said easements as hereinafter identified refer to the plat drawing and specific identity of each easement is set forth as follows:

Lot Number	Easement Description	Location
1	Public utility easement	East 10.00' North 10.00'

That the easement rights herein granted and conveyed include the right of ingress and egress for the erection, installation and maintenance of public utilities and services and as that is set forth above for the purposes established.

KB525Iowa, L.L.C.

Dated: August 18, 2016

By: _____
Kenneth E. Bennett, sole member

STATE OF ILLINOIS, COUNTY OF WINNEBAGO

On August 18, 2016, before me personally appeared Kenneth E. Bennett, to me personally known, who being by me duly sworn did say he is the sole member of KB525Iowa, L.L.C., that no seal has been procured by the said LLC, and that said instrument was signed on behalf of the said LLC by authority of its member and the said member acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it and him voluntarily executed.

_____
Notary Public

OFFICIAL SEAL
LAURA A PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jun 28, 2019

Laura A. Price

TREASURER'S CERTIFICATE

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Jarret Heil, being Treasurer of Marshall County, Iowa, do hereby certify that land on which HAWKEYE SUBDIVISION, Marshall County, Iowa, is laid out and platted as shown by the annexed plat has $7,914.00 in property taxes due.

Witness my hand and seal this 31 day of August, 2016.

Jarret Heil, Treasurer
Marshall County, Iowa

(SEAL)

AUDITOR'S APPROVAL OF SUBDIVISION NAME

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Deanne Raymond, being Auditor & Recorder of Marshall County, Iowa, do hereby approve, pursuant to Iowa Code §354.6(2) and §354.11(6), the subdivision name Hawkeye Subdivision on the annexed plat and find the same to be succinct and unique in Marshall County, Iowa.

Witness my hand and seal this 17th day of August, 2016.

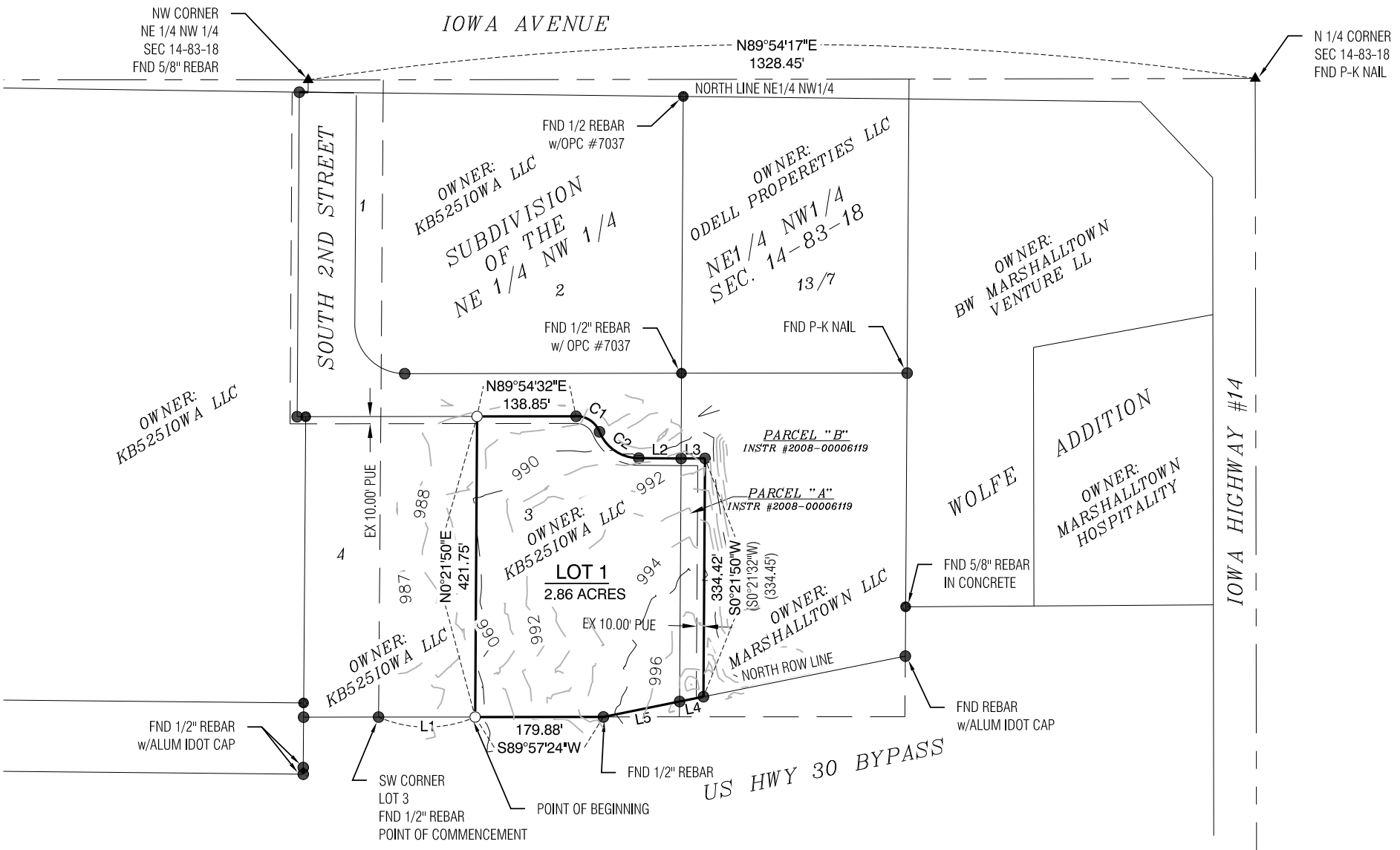
Deanne Raymond

Deanne Raymond, Auditor & Recorder
Marshall County, Iowa

(SEAL)

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

HAWKEYE SUBDIVISION
PRELIMINARY PLAT



LINE DATA			
LINE NUMBER	BEARING	DISTANCE	RECORDED
L1	N89°57'24"E	135.39'	
L2	S89°37'40"E	59.27'	(N89°37'21"W) (59.24')
L3	N89°58'09"E	33.49'	(S89°57'12"W) (33.50')
L4	S78°41'16"W	34.20'	(N78°36'44"E) (34.22')
L5	S78°34'58"W	108.93'	(S78°36'44"W) (108.94')

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	42.16'	35.50'	68°02'51"	S56°13'52"E	39.73'
C2	70.39'	59.50'	67°47'10"	S56°17'14"E	66.36'
RECORDED (C1)	(41.97')	(35.50')	(67°43'56")	(N56°14'03"W)	(39.57')
RECORDED (C2)	(70.34')	(59.50')	(67°43'58")	(N56°14'03"W)	(66.31')

DESCRIPTION

A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE, N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE, N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE, N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 42.16' ALONG THE ARC OF A 35.50' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.73' ALONG SAID SOUTH RIGHT OF WAY; THENCE, SOUTHEASTERLY 70.39' ALONG THE ARC OF A 59.50' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.36' ALONG SAID SOUTH RIGHT OF WAY; THENCE, S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE, S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

MARSHALLTOWN P&Z COMMISSION

MAYOR SIGNATURE

ATTEST

OWNER OF RECORD: KB525IOWA LLC
SURVEY REQUESTED BY: HAWKEYE HOTELS
FIELD WORK COMPLETED: 7-8-2016

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ● PARCEL OR LOT CORNER MONUMENT FOUND 1/2" REBAR w/ OPC #17162 UNLESS OTHERWISE NOTED
- ○ SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

N

SCALE 1"=200'
0 200'

HAWKEYE SUBDIVISION
IN THE NE 1/4 OF THE NW 1/4 OF SECTION 14-83-18
MARSHALL COUNTY, IOWA

JEREMY A. HARRIS LICENSED 22259 IOWA PROFESSIONAL LAND SURVEYOR

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

JEREMY A. HARRIS, PLS date
Iowa License Number 22259
My License Renewal Date is December 31, 2017
Pages or sheets covered by this seal: THIS SHEET

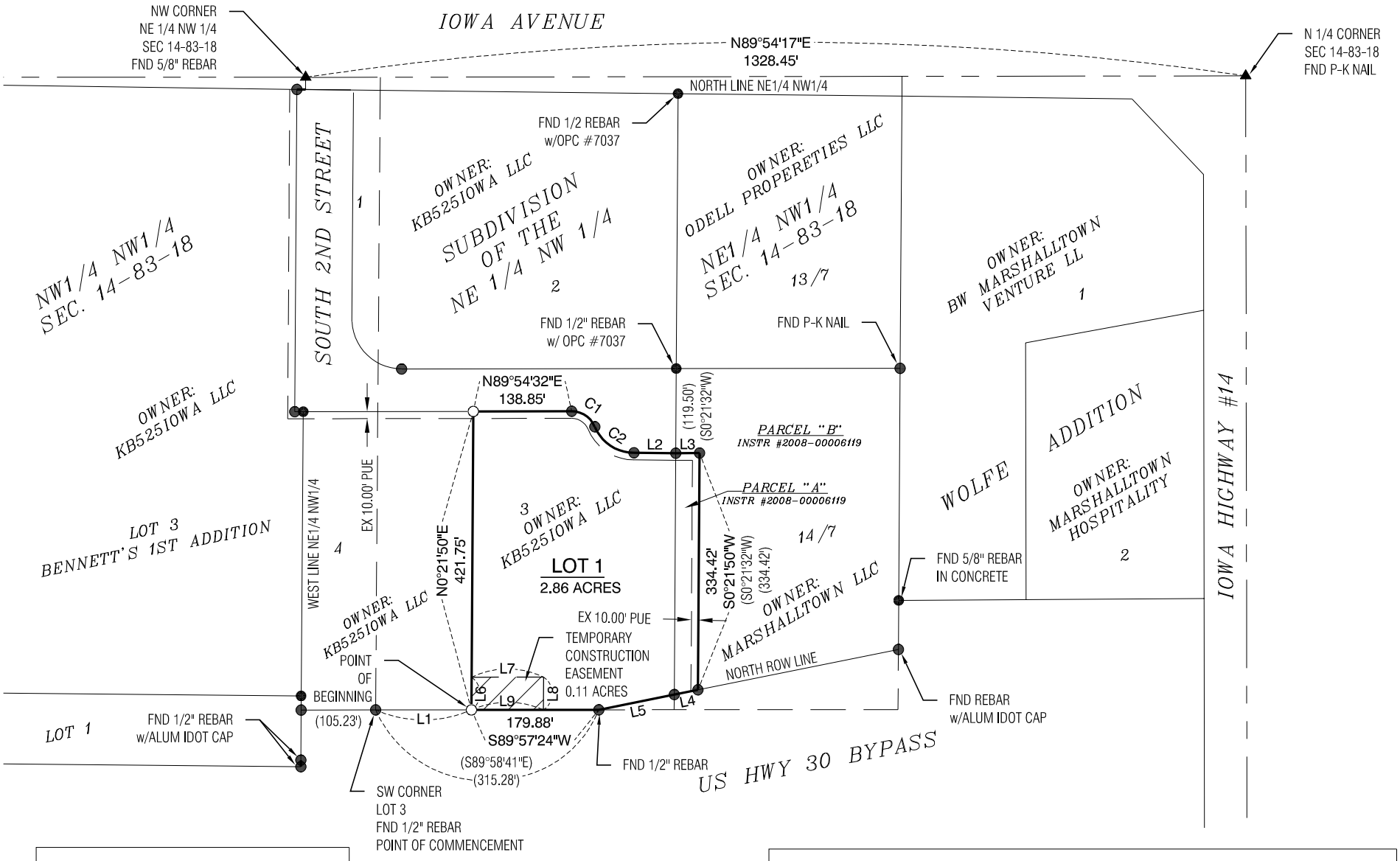
CGA
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ	1
DATE	PROJECT NO.
7-21-16	5609.05

J:\5609\dwg\Survey\5609-Prel Plat.dwg - Plat LDGR - 09-01-16 - 9:49am - stt301

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

HAWKEYE SUBDIVISION
FINAL PLAT



LINE DATA			
LINE NUMBER	BEARING	DISTANCE	RECORDED
L1	N89°57'24"E	135.39'	
L2	S89°37'40"E	59.27'	(N89°37'21"W) (59.24')
L3	N89°58'09"E	33.49'	(S89°57'12"W) (33.50')
L4	S78°41'16"W	34.20'	(N78°36'44"E) (34.22')
L5	S78°34'58"W	108.93'	(S78°36'44"W) (108.94')
L6	N0°21'50"E	46.16'	
L7	N89°57'24"E	101.81'	
L8	S0°21'50"W	46.18'	
L9	S89°57'24"W	101.81'	

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	41.97'	35.08'	68°33'29"	S56°13'52"E	39.51'
C2	70.38'	59.34'	67°57'24"	S56°17'14"E	66.33'
RECORDED (C1)	(41.97')	(35.50')	(67°43'56")	(N56°14'03"W)	(39.57')
RECORDED (C2)	(70.34')	(59.50')	(67°43'58")	(N56°14'03"W)	(66.31')

DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE, N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE, N0°21'50"E 46.16'; THENCE, N89°57'24"E 101.81'; THENCE, S0°21'50"W 46.18' TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE, S89°57'24"W 101.81' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING CONTAINING 0.11 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION

A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN LOT 14/7 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE, N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE, N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE, N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 41.97' ALONG THE ARC OF A 35.08' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.51' ALONG SAID SOUTH RIGHT OF WAY; THENCE, SOUTHEASTERLY 70.38' ALONG THE ARC OF A 59.34' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.33' ALONG SAID SOUTH RIGHT OF WAY; THENCE, S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE, S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

MARSHALLTOWN P&Z COMMISSION

MAYOR SIGNATURE

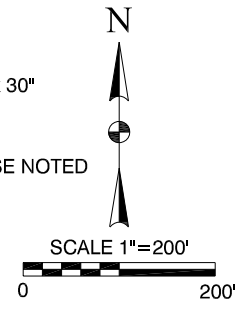
ATTEST

OWNER OF RECORD: KB525IOWA LLC
SURVEY REQUESTED BY: HAWKEYE HOTELS
FIELD WORK COMPLETED: 8-15-2016

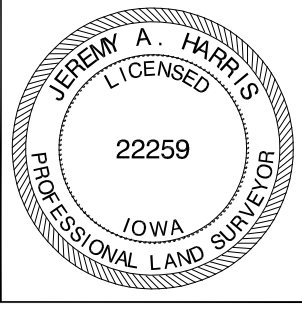
NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ● PARCEL OR LOT CORNER MONUMENT FOUND 1/2" REBAR w/ OPC #17162 UNLESS OTHERWISE NOTED
- ○ SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS



HAWKEYE SUBDIVISION
IN THE NE 1/4 OF THE NW 1/4 OF SECTION 14-83-18
MARSHALL COUNTY, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

JEREMY A. HARRIS, PLS date
Iowa License Number 22259
My License Renewal Date is December 31, 2017
Pages or sheets covered by this seal: THIS SHEET

CGA

Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ	1
DATE	PROJECT NO.
8-22-16	5609.05

J:\5609\dwg\Survey\5609-Plat Survey.dwg - Plat LDGR - 08-31-16 - 8:51am - caq288

COUNCIL PROCEEDINGS
September 12, 2016

The Marshalltown City Council met in regular session on September 12, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Greer fully participated by speakerphone. Mayor Lowrance introduced Mark Stevens, serving as interim City Administrator, and congratulated Parks and Recreation Director Selness on the Monarchs and Milkweed project, as well as partnering with the Marshall County Conservation Board on that and other projects. Mayor Lowrance thanked the UAW Local 893 for their hospitality at the picnic. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of August 22, 2016, special meeting minutes of August 31, 2016, and September 1, 2016; Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator: Water Pollution Control Plant Purchase Concrete Pavement Repair $19,710, from Day Construction Services, paid by WPCP fund; Approve Bill List in the amount of $1,293,601.86; Receipt of the July Building Report; Receipt of the Civil Service New Hire List, full time Transit Operator; Resolution 2016-179 Approving Settlement Agreement with the Iowa Economic Development Authority, Fisher Controls International, LLC, and the City of Marshalltown, relating to Enterprise Zone Program Tax Credits; Renewal liquor licenses: Zamora Fresh Market, Kwik Star #394, Aldi #43, Old Timers Tavern, Dave's; second by Martin. Consent agenda adopted 7-0.

REPORT

Members from the United Food & Commercial Workers International Union, Local 1149, presented a donation of $2,000 for mosquito spraying.

Executive Director of the Main Street program, Jenny Etter, updated the council on activities and encouraged members of the public to participate in Art Walk, Sept 30 and the Treasure's Tour, Oct 1. The Holiday Stroll is scheduled for November 19.

MOTION:

Wirin moved to approve 5 day Class C liquor license, Olde Main Brewing Company, Sept 22.- @ Tallcorn, second by Greer. Motion carried 7-0.

Lamer moved to approve 5 day Class B Beer Sept 22 – for Oktemberfest, Oktemberfest Foundation, second by Martin. Motion carried 7-0.

Schubert moved to approve Class C Beer and Tobacco permit for GS Convenience & Petroleum, Inc., 229 N 13th St, second by Gowdy. Motion carried 7-0.

Wirin moved to approve Class C Liquor License, El Puente Mexican, 101 N Center Street, second by Martin. Motion carried 7-0.

Wirin moved to receive notice of ownership change of corporation holding a liquor license, ZAR Inc., Liquor and Grocery Depot, 114 N Center Street, second by Schubert. Motion carried 7-0.

Martin moved to authorize city staff to proceed with request for proposal for construction manager services relating to the Police and Fire Department building project, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt the following resolutions relating to Land Acquisition, Police and Fire Department building project: Resolution 2016-166A Authorizing the Extension of Real Estate Purchase Option with the Marshalltown YMCA-YWCA, through 12/23/2016; Resolution 2016-166B Authorizing the Purchase of Property, from Marshalltown Columbus Hall, Inc., 201 W High Street, $165,000; Resolution 2016-168 Authorizing Loan from the Water Pollution Control Fund to advance up to $300,000 to the Police and Fire Building Fund to pay expenses of the police and fire building project; second by Schubert. Resolutions adopted 7-0.

Schubert moved to adopt Resolution 2016-169 Approving 28E/28D Agreement Renewal for Joint Exercise of Governmental Powers with the Mid-Iowa Drug Task Force, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-170 Authorizing Grant application related to the Swim, Bike, Hike for Community Art Program to the Wellmark Foundation, second by Gowdy. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-171 Approving purchase of additional hardware and licensing for the Tyler Technologies software implementation project from BDH Technology, $2,451.38, second by Lamer. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2016-172 Set Date for Hearing on General Obligation Fire Equipment Loan, being September 26, 2016, for the purpose of acquiring a light-rescue fire vehicle, with funds acquired from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund, in the amount of $142,430, and to ratify Resolution 2016-132, second by Schubert. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-173 Authorizing of Support and Acceptance of E911 Grant in the amount of $62,823 to purchase 800 MHZ Radios, with a $62,823 match from the State of Iowa E911 Commission, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-174 Appointing Assistant City Attorney Jeffrey Hazen, second by Lamer. Resolution adopted 7-0.

Gowdy moved to adopt the following resolutions relating to Urban Renewal Area No. 3 – Hawkeye Subdivision: Resolution 2016-175 Approving the Preliminary and Final Plat for the Hawkeye Subdivision, Marshalltown, Iowa; and Resolution 2016-180 Setting Date for Public Hearing on 2016 Urban Renewal Plan Amendment for Marshalltown Urban Renewal Area No. 3, for October 10, 2016; second by Greer. Resolutions adopted 7-0.

Greer moved to adopt the following resolutions relating to Urban Renewal Area No. 5 – Eagle View at Wandering Creek: Resolution 2016-176 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 5, to cover administrative expenses up to $5,000; and Resolution 2016-177 Setting Date for Public Hearing on a Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed $1,300,000, for September 26, 2016; second by Schubert. Resolutions adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding the declaration of necessity of establishing Marshalltown Urban Renewal Area and Plan, Marshalltown Urban Renewal Area No. 5. Tom Deimerly, Executive Director of MEDIC reviewed the proposed improvements. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Hoop moved to adopt Resolution 2016-178 to Declare Necessity and Establish an Urban Renewal Area. Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Gowdy moved to adopt the second reading of Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, second by Greer. Second reading adopted 7-0.

Martin moved to table the first reading of Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, second by Wirin. Motion carried 5-2 with Greer and Hoop dissenting.

Wirin moved to adopt the first reading of Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, second by Hoop. Relating to Eagle View at Wandering Creek. First reading adopted 7-0.

DISCUSSION:

A request for proposal was prepared and distributed for a new phone system utilizing internet, bids are due September 23. The council will receive additional information after bids are reviewed. Funds are budgeted in the capital improvement plan.

Public Works Director Nickel updated the council on street projects.

PUBLIC COMMENT

A member of the public complained about the rental housing regulations.

ADJOURNMENT

The meeting adjourned at 7:12 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

September 12, 2016, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. 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 in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of August 22, 2016, special meeting minutes of August 31, 2016, and September 1, 2016.
2. Receipt of List of Purchases and Vertical Public Improvements between $10,000 and $35,000 approved by City Administrator: Water Pollution Control Plant Purchase Concrete Pavement Repair $19,710, from Day Construction Services, paid by WPCP fund.
3. Approve Bill List in the amount of $1,293,601.86
4. Receipt of the July Building Report
5. Receipt of the Civil Service New Hire List, full time Transit Operator.
6. Resolution 2016-179 Approving Settlement Agreement with the Iowa Economic Development Authority, Fisher Controls International, LLC, and the City of Marshalltown, relating to Enterprise Zone Program Tax Credits.
7. Renewal liquor licenses: Zamora Fresh Market, Kwik Star #394, Aldi #43, Old Timers Tavern, Dave's.

(end of consent agenda items)

REPORT:

8. United Food & Commercial Workers International Union, Local 1149, donation $2,000 for mosquito spraying.
9. Main Street, Jenny Etter

MOTION:

10. Motion approving 5 day Class C liquor license, Olde Main Brewing Company, Sept 22.- @ Tallcorn.
11. Motion approving 5 day Class B Beer Sept 22 – for Oktemberfest, Oktemberfest Foundation.
12. Motion approving Class C Beer and Tobacco permit for GS Convenience & Petroleum, Inc., 229 N 13th St.
13. Motion approving Class C Liquor License, El Puente Mexican, 101 N Center Street.
14. Motion acknowledging receipt of ownership change of corporation holding a liquor license, East Side Liquor and Groceries.

Visit **www.ci.marshalltown.ia.us**

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown All-America City 2012

15. Motion acknowledging receipt of ownership change of corporation holding a liquor license, ZAR Inc., Liquor and Grocery Depot, 114 N Center Street.

16. Motion authorizing city staff to proceed with request for proposal for construction manager services relating to the Police and Fire Department building project.

RESOLUTIONS:

17. Land Acquisition, Police and Fire Department building project
    a) Resolution 2016-166A Authorizing the Extension of Real Estate Purchase Option with the Marshalltown YMCA-YWCA, through 12/23/2016.
    b) Resolution 2016-167 Authorizing the Purchase of Property, from Marshalltown Columbus Hall, Inc., 201 W High Street, $165,000.
    c) Resolution 2016-168 Authorizing Loan from the Water Pollution Control Fund to advance up to $300,000 to the Police and Fire Building Fund to pay expenses of the police and fire building project.

18. Resolution 2016-169 Approving 28E/28D Agreement Renewal for Joint Exercise of Governmental Powers with the Mid-Iowa Drug Task Force.

19. Resolution 2016-170 Authorizing Grant application related to the Swim, Bike, Hike for Community Art Program to the Wellmark Foundation.

20. Resolution 2016-171 Approving purchase of additional hardware and licensing for the Tyler Technologies software implementation project from BDH Technology, $2,451.38.

21. Resolution 2016-172 Set Date for Hearing on General Obligation Fire Equipment Loan, being September 26, 2016, for the purpose of acquiring a light-rescue fire vehicle, with funds acquired from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund, in the amount of $142,430, and to ratify Resolution 2016-132.

22. Resolution 2016-173 Authorizing of Support and Acceptance of E911 Grant in the amount of $62,823 to purchase 800 MHZ Radios, with a $62,823 match from the State of Iowa E911 Commission.

23. Resolution 2016-174 Appointing Assistant City Attorney Jeffrey Hazen.

24. Urban Renewal Area No. 3 – Hawkeye Subdivision
    a) Resolution 2016-175 Approving the Preliminary and Final Plat for the Hawkeye Subdivision, Marshalltown, Iowa.
    b) Resolution 2016-180 Setting Date for Public Hearing on 2016 Urban Renewal Plan Amendment for Marshalltown Urban Renewal Area No. 3, for October 10, 2016.

25. Urban Renewal Area No. 5 – Eagle View at Wandering Creek
    a) Resolution 2016-176 Authorizing Loan to Tax Increment Fund for Marshalltown Urban Renewal Area No. 5, to cover administrative expenses up to $5,000.
    b) Resolution 2016-177 Setting Date for Public Hearing on a Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed $1,300,000, for September 26, 2016.

    PUBLIC HEARING

    c) Resolution 2016-178 to Declare Necessity and Establish an Urban Renewal Area. Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5.

ORDINANCES:

26. Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, second reading.

27. Ordinance to Amend City Code Section 28-125 Rate Structure and Storm Water Rate, first reading.

28. Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Marshalltown Urban Renewal Area No. 5, Pursuant to Section 403.19 of the Code of Iowa, setting public hearing for October 10, 2016, first reading. Relating to Eagle View at Wandering Creek.

DISCUSSION:

1. Phone/ VoIP RFP update report

2. Street progress report

PUBLIC COMMENT:

ADJOURNMENT:

COUNCIL PROCEEDINGS
August 22, 2016

The Marshalltown City Council met in regular session on August 22, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Marty Mitchell was thanked for sponsoring 588 individuals at the last Sunday of the Aquatic Center. Councilor Al Hoop and the Morning Optimist Club were thanked for sponsoring the first annual Monarchs and Milkweed program. The Finance Department received a Certificate of Achievement for Excellence in Financial Reporting. Three new Police Lieutenants were introduced to the council: Bellile, Stevenson and Thein. Casee Veren (10 years) and Daniel McCready (5 years) were thanked for their years of service. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of August 8, 2016, special meeting minutes of August 11, 2016, and August 19, 2016; Approve Bill List in the amount of $1,288,696.06; Renewal liquor licenses: HyVee Drug Store; second by Gowdy. Consent agenda adopted 7-0.

REPORT

City Attorney Schoell informed the council the State overturned the council's decision to deny a liquor license for Ugly Coyote, aka IBIZA Dance Club. The city's appeal time will lapse on August 31. It is the recommendation of the attorney not to appeal the State's decision.

MOTION:

Lamer moved to approve the preliminary June 2016 Monthly Financial Statements, second by Martin. Motion adopted 7-0.

Lamer moved to deny the annexation request, Husak Subdivision, near Odessa Drive, second by Martin. Motion carried 6-1, Schubert dissenting.

RESOLUTIONS:

Schubert moved to adopt Resolution 2016-160 Approving Final Plat for Husak Subdivision, second by Lamer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2016-155 Approving Contract Change Order #1 for the SE South Street Extension Project 66013008, an increase of $16,569.32, second by Wirin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-161 Authorizing Acceptance of Reimbursement from TRAILS, INC., for Iowa River Railroad Recreational Trail project expenditures, second by Gowdy. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2016-162 Approving 28E Agreement with the Iowa Department of Inspections and Appeals, expiring August 22, 2017, with future amendments for term extension authorized, second by Wirin. Resolution adopted 7-0.

Greer moved to adopt both Resolution 2016-163 Accepting Bid and Authorizing Award of Contract and Resolution 2016-164 Approving Contract and Bond for the 2016 Ingeldue Street and Pine Street Repair project 76016013A, ConStruct, $208,163.25, second by Schubert. Resolution adopted 7-0.

Greer moved to adopt Resolution 2016-165 Approving Contract Amendment 2 with Tyler Technologies Software for additional data conversion, including project accounting information, $4,750.00, second by Schubert. Resolution adopted 6-0, with Wirin leaving the meeting at 6:15 PM.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open regarding changes to the Planned Unit Development for Glenwood Place. Spohnheimer reviewed the proposed improvements. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt the first reading of Ordinance Amending the Glenwood Place Planned Unit Development Located at 2907 S 6th Street, second by Schubert. First reading adopted 6-0.

DISCUSSION:
Public Works Director Nickel explained the DNR requires compliance with the storm sewer system permit (MS4) involving development of a program and is seeking applicants to fill an inspection and water quality monitoring position. The storm water utility has sufficient funds and the position is budgeted. It is not possible to combine those additional duties with existing personnel.

PUBLIC COMMENT
Housing and Community Development Director Spohnheimer informed the council the asbestos removal on the Dangerous and Dilapidated housing project is underway with demolition to begin shortly. The Lead Hazard Control Program is looking for seventy five more homes to remove lead hazards. The current grant ends in 2018, and has been largely successful in improving many homes in our community as well as exceeding grant benchmarks. Librarian Rosenblum announced the Library will begin Sunday hours on September 18, from 1 – 4 pm.

ADJOURNMENT
The meeting adjourned at 6:31 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

_____
James L. Lowrance, Mayor

_____
Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
August 31, 2016

A Special meeting of the Marshalltown City Council was convened on August 31, 2016, at 10:02 AM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Lamer, Martin, Schubert, Wirin. Absent: Hoop.

Schubert moved to go into 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, second by Greer. 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. Motion carried 6-0.

At 11:47 am, Schubert moved to enter into open session, second by Greer. Motion carried 6-0. Roll call: Present: Gowdy, Greer, Lamer, Martin, Schubert, Wirin. Absent: Hoop.

Meeting adjourned at 11:48 am.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

Council Proceedings
Special Council Meeting
September 1, 2016

A Special meeting of the Marshalltown City Council was convened on September 1, 2016, at 9:00 AM, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Greer moved to go into 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, second by Lamer. 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. Motion carried 7-0.

At 12:12 PM, Martin moved to enter into open session, second by Schubert. Motion carried 7-0. Roll call: Present: Gowdy, Greer, Lamer, Martin, Schubert, Wirin. Absent: Hoop. Schubert moved to direct staff to proceed as directed in closed session, second by Greer. Motion carried 7-0.

Meeting adjourned at 12:12 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

Purchases between $10,000 & $35,000
and Vertical Public Improvements (*) Below $36,000
Approved by City Administror
For Informational Purposes Only

* Vertical Public Improvements means buildings, all appurtenant structures, utiliities, incidental street improvements including sidewaks, Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, As defined in Iowa Administrative Code Chapter 180 section 761-180.3(314) definitions

Date	Vendor	Type or Description	Fund / Funds	Dollar Amount	Reported to Council Date
9/1/2016	Day Construction Services	Concrete Pvmt Repair WPCP	WPCP Fund	$19,710	9/12/2016

BUILDING REPORT FOR THE MONTH OF JULY 2016

the City of Marshalltown

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24218	Louis Morley	206 N. 4th Avenue	Alter Dwelling		$7,000			$139
24219	Kenneth Woodard	537 N. 2nd Street	Demolish Garage					$25
24220	Judith Finley	2006 Wardview Road	New Shed			$2,000		$69
24221	Wal-Mart	2802 South Center St.	Alter Building				$700,000	$4,234
24222	Shawn Beckham	1301 West Olive Street	New Garage			$17,000		$279
24223	Jose Manuel Ibarra	703 East Anson Street	Alter Dwelling		$6,000			$125
24224	Vicki Huntrods	503 West Madison St.	New Shed			$3,000		$83
24225	John Wantiez	3010 West Main St.	Alter Dwelling/Garage		$22,000			$349
24226	James Hannam	1212 East Main Street	Alter Building				$10,000	$181
24227	Superior Rentals LLC	207 W. South St. A&B	New Two Unit Dwelling	$178,000				$1,462
			TOTALS:	**$178,000**	**$35,000**	**$22,000**	**$710,000**	**$6,946**
			TOTAL IMPROVEMENT AMOUNT:		**$945,000**			
				Units	Permits	Permits	Permits	Permits	Demo Permits
			# OF PERMITS:	**1**	**1**	**3**	**3**	**2`**	**1**

Scott A. Riemenschneider, Chief Building Official

the City of Marshalltown

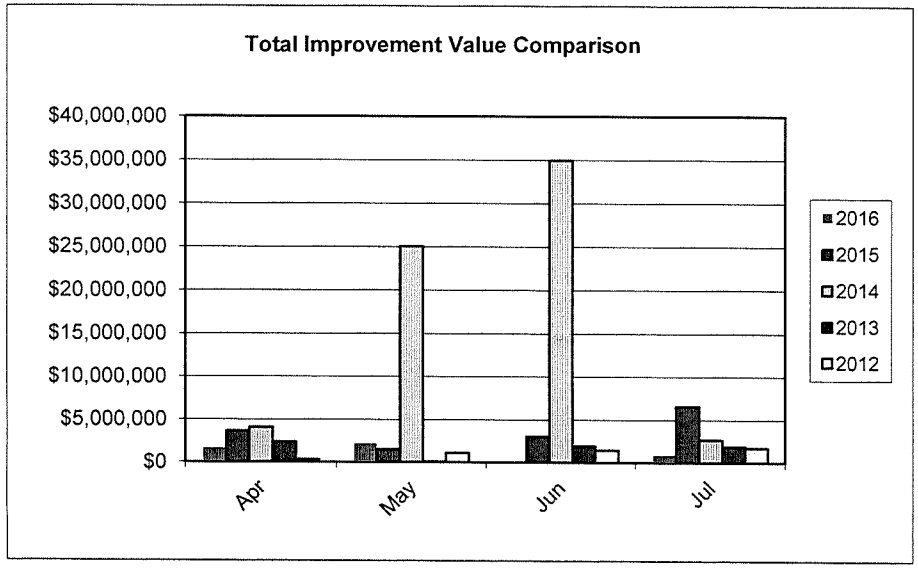
Building Division Improvement Value & Fee Summary - July 2016

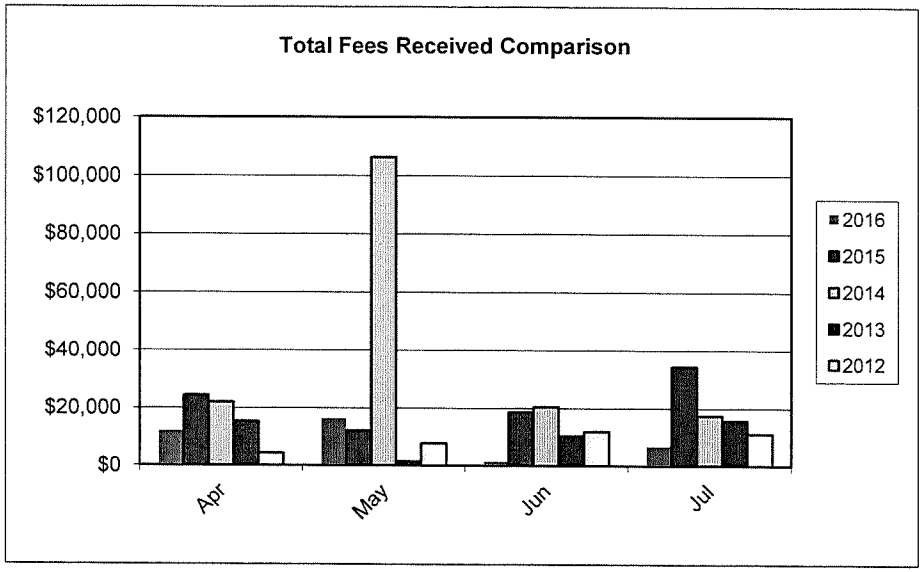
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	$479,000	$1,034,000	$2,977,000	$1,699,000	$2,257,000	$113,000	$945,000						$9,504,000
2015	$0	$57,000	$941,000	$3,671,000	$1,516,000	$3,067,000	$6,572,000						$15,824,000
2014	$311,000	$206,000	$4,457,000	$4,101,000	$25,076,000	$35,000,000	$2,712,000						$71,863,000
2013	$1,470,000	$101,000	$953,000	$2,413,000	$91,000	$1,952,000	$1,922,000						$8,902,000
2012	$489,000	$449,000	$178,000	$292,000	$1,105,000	$1,500,000	$1,732,000						$5,745,000

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2016	$3,860	$7,490	$18,014	$12,229	$16,500	$1,553	$6,946						$66,592
2015	$0	$762	$8,610	$24,464	$12,214	$18,787	$34,441						$99,278
2014	$2,414	$1,980	$21,811	$22,054	$106,382	$20,451	$17,496						$192,588
2013	$9,824	$1,416	$7,030	$15,486	$1,408	$10,443	$15,753						$61,360
2012	$4,789	$4,470	$2,640	$4,259	$7,811	$12,060	$11,267						$47,296





the City of Marshalltown

Jill Petermeier, Human Resources Director
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158
Tel(641)754-5704 Fax (641)754-5704
jpetermeier@ci.marshalltown.ia.is

To: Civil Service Commission

From: Jill Petermeier, Human Resources Director
Justin Nickel, Public Works Director
Richard Stone, Transit Administrator

Re: Certified Hire List

Position: Full Time Transit Operator

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

109 Jennifer Kouba
94 Jose Pena Guttierrez

This list shall be valid for a period not to exceed September 8, 2017.

Date List Certified by Civil Service Commission:

September 8, 2016

Mary Stevens

Mary Stevens, Civil Service Commission Chair

Attest:

Shari Coughenour

Shari Coughenour, Clerk of the Commission

#2016- 179

RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY, FISHER CONTROLS INTERNATIONAL, LLC AND THE CITY OF MARSHALLTOWN

WHEREAS the City of Marshalltown has received a settlement agreement; and

WHEREAS it is in the best interest of the City to accept such agreement.

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

Section 1. The City of Marshalltown approves the settlement agreement relating to the IOWA ECONOMIC DEVELOPMENT AUTHORITY, FISHER CONTROLS INTERNATIONAL, LLC and the CITY OF MARSHALLTOWN relating to Enterprise Zone Program Tax Credits.

Section 2. The Mayor has authority to sign the settlement agreement.

Section 3. This Resolution shall be in full force and effect from after the passage as provided by law.

Passed this 12th day of September, 2016, and signed this __ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

SETTLEMENT AGREEMENT

THIS AGREEMENT, effective as of August 19, 2016, is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, (hereafter "**IEDA**"), 200 East Grand Avenue, Des Moines, Iowa 50309, an agency of the State of Iowa, **Fisher Controls International, LLC** ("**Business**"), 205 South Center St., Marshalltown, Iowa 50158, and the **City of Marshalltown** ("**Community**"), 24 North Center Street, Marshalltown, Iowa 50158.

WHEREAS, on November 16, 2006, IEDA awarded to Business $2,187,250 in Enterprise Zone Program ("EZ") tax credits; and

WHEREAS, pursuant to the terms of Contract Number P0498DI3300199 and Funding Agreement Number 07-EZ-026, which had an effective date of November 19, 2007, Business claimed a portion of the tax credit benefits totaling $1,429,194; and

WHEREAS, under the Contract, Business was required to create 15 qualified jobs by the Project Completion Date of November 30, 2009, later extended to December 31, 20111 and maintain the jobs for the ten (10) year Maintenance Period; and

WHEREAS, the Business met the job obligations on the Project Completion Date of December 31, 2011; and

WHEREAS, Business confirms they were short of the job creation requirement on the Annual Status Report Date of June 30, 2016 and acknowledges its obligation to repay a portion of the benefits awarded under the Contract as a result of the failure to maintain the required jobs as set out in the Contract; and

WHEREAS, Business is desirous of reaching a settlement with IEDA; and

WHEREAS, the IEDA Board approved a Negotiated Settlement on August 19, 2016 pursuant to the terms and conditions described herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Settlement Terms:**

    a. **Tax Credits.** The Business shall repay $444,931 of tax credits claimed to date. Upon repayment of this amount, which includes all applicable interest and penalties to the Iowa Department of Revenue, this contract shall be considered terminated.

2. **Expenses.** Each party is responsible for the legal fees and other expenses incurred in entering into this Settlement Agreement. If IEDA is required to bring suit to enforce the terms of this Settlement Agreement, and if IEDA substantially prevails in recovering any or all of the amounts demanded in such suit, Business agrees to pay to IEDA all expenses incurred or paid by IEDA

and the State of Iowa, including attorney's fees and court costs, in connection with such enforcement action.

3. **Successors and assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of Business and IEDA, and each of their respective legal representatives, successors and assigns.

4. **Severability.** If any provision of this Settlement Agreement is ruled invalid by any court, the remainder shall not be invalid, but shall be enforced as written consistent with the purposes of this Settlement Agreement and the intent of the parties.

5. **Integration.** This Settlement Agreement represents the full agreement between the parties concerning settlement of amounts owed due to Business's job creation shortfall under the Contract and no promise or expectation of any further consideration has been made by any party.

6. Business freely and voluntarily enters into this Settlement Agreement.

IN WITNESS, WHEREOF, the undersigned approve and execute this Settlement Agreement effective as of the date first stated.

FOR IEDA:

_____

Deborah V. Durham, Director Date

FOR BUSINESS:

_____

Signature Date

_____

Name and Title

FOR COMMUNITY:

_____

Signature Date

_____

Name and Title

Marshalltown Central Business District
CITY COUNCIL REPORT

MCBD, "A Main Street Community"
September 12th, 2016

Update Report Prepared by: Jenny Etter, Executive Director

2016 PROJECTS

Promotion Committee, Events Planning: Dorie Tammen, Chair

- Linn Creek Art Festival- Downtown Door Art Project- July 16th (new event)
- Art Walk- September 30th
- Treasures Tour- October 1st
- 24th Annual Holiday Stroll/Tiny Tim Tree Festival- Nov21
- Adopt A Vet Party- Feb.15, Dec 18th

Design Committee: Jerrod Leffler, Chair

- Flower Berms- Pat Williams
- Banners- Vic Hellberg, new banner discussion for 2016
- Floral Basket Program- Jerrod Leffler
- Pedestrian Walkway- Nate McCormick, planning for phase II completion

Business Improvement Committee: vacant, Chair

- Building Inventory- quarterly update, complete 2nd story inventory
- Business Visitation- Recruit/maintain members
- Business Expansion- recruitment, fill empty stores, attract wider variety of businesses, collaborate with MEDIC, Regional Partnership
- Downtown Rehab Projects:
  Kibbey Building/ Green Space 135 E. Main St.
  Dan Kester, 119 E. Main St.- finished
  Scott Carnahan, Woodbury Bldg 32-36 E. Main St.
  Zamora's, 4 E. Main St.
  B & G HVAC 14 N. 1st St.

Organization Committee: Cass Gerstandt, Chair

- Membership drive/ Friends of MCBD 2016
- Communications – Newsletters
- Website, new MCBD logo and website design

Applicant **License Application (**)

Name of Applicant: LJPS Inc.

Name of Business (DBA): Olde Main Brewing Company

Address of Premises: 2 North 2nd Ave @ Tall Corn

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

Business (515) 232-0553

Mailing PO Box 1928

City Ames **State** IA **Zip:** 50010

Contact Person

Name Matt Sinnwell

Phone: (505) 400-5981 **Email** mattombc@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 09/22/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 286196 **Federal Employer ID** 77-0613629

Ownership

Scott Griffen

First Name: Scott **Last Name:** Griffen

City: Ames **State:** Iowa **Zip:** 50010

Position: Owner

% of Ownership: 50.00% **U.S. Citizen: Yes**

Daniel Griffen

First Name: Daniel **Last Name:** Griffen

City: Potomac **State:** Maryland **Zip:** 24854

Position: Owner

% of Ownership: 25.00% **U.S. Citizen: Yes**

Susan Griffen

First Name: Susan **Last Name:** Griffen

City: Potomac **State:** Maryland **Zip:** 24854

Position: Owner

% of Ownership: 25.00% **U.S. Citizen: Yes**

Applicant **License Application (**)

Name of Applicant: Oktemberfest Foundation

Name of Business (DBA): Oktemberfest Foundation

Address of Premises: Coliseum, 20 West State St.

City Marshalltown **County:** Iowa **Zip:** 50158

Business (641) 752-4271

Mailing 26 S. !st. Avenue, Suite 302

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

Contact Person

Name Douglas W. Beals

Phone: (641) 752-4271 **Email** dbeals@marshalltownlaw.com

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

Term: 5 days

Effective Date: 09/22/2016

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 315767 **Federal Employer ID** 203371201

Ownership

Dennis Hass

First Name: Dennis **Last Name:** Hass

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

Position: President

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

Insurance Company Information

Insurance Company: Scottsdale Insurance Company

Policy Effective Date: 09/22/2016 **Policy Expiration** 09/27/2016

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

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

Iowa Department of Revenue
https://tax.iowa.gov

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 9 / 13 / 2016 through June 30, _____

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Express Mart

Physical Location Address: 229 N 13th St City: Marshalltown ZIP: 50158

Mailing Address: 229 N 13th St City: Marshalltown State: IA ZIP: 50158

Business Phone Number: (319) 504-9261

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP: GS Convenience & Petroleum Inc

Mailing Address: 2100 Lafayette St. City: Waterloo State: IA ZIP: 50703

Phone Number: (319) 234-4116 Fax Number: (319) 234-4118 Email: nmart2100@yahoo.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Ghulam Sakir
Signature: _____
Date: 8-25-16

Name (please print): _____
Signature: _____
Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Applicant **License Application (** **)**

Name of Applicant: GS Convenience & Petroleum Inc

Name of Business (DBA): Express Mart

Address of Premises: 229 N 13th Street

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

Business (319) 504-9261

Mailing 2100 Lafayette Street

City Waterloo **State** IA **Zip:** 50703

Contact Person

Name Ghulam Sabir

Phone: (319) 504-9261 **Email** nmart2100@yahoo.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 10/01/2016

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 525843 **Federal Employer ID** 813051957

Ownership

Ghulam Sabir

First Name: Ghulam **Last Name:** Sabir

City: Cedar Falls **State:** Iowa **Zip:** 50613

Position: President

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

Insurance Company Information

Insurance Company:

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

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

Applicant **License Application (**)

Name of Applicant: EL PUENTE MEXICAN

Name of Business (DBA): El Puente

Address of Premises: 101 N center st

City Marshalltown **County:** Iowa **Zip:** 50158

Business (641) 753-4708

Mailing 101 N center st

City marshalltown **State** IA **Zip:** 50158

Contact Person

Name German Ruiz

Phone: (515) 419-8859 **Email** puentee098@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/17/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 489DLC-526187 **Federal Employer ID** 81-3153271

Ownership

Jennifer Sanchez

First Name: Jennifer **Last Name:** Sanchez

City: west des moines **State:** Iowa **Zip:** 50265

Position: owner

% of Ownership: 100.00% **U.S. Citizen: No**

Insurance Company Information

Insurance Company: Mid Century Company

Policy Effective Date: 08/17/2016 **Policy Expiration** 08/16/2017

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

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

Applicant License Application (LE0002713)

Name of Applicant: Zar Inc

Name of Business (DBA): Liquor and Grocery Depot

Address of Premises: 114 N Center St

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

Business (641) 465-5177

Mailing 114 N Center St

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

Contact Person

Name Ghazanafar Gujar

Phone: (641) 465-5177 **Email** zar09@hotmail.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/01/2017

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 482223 **Federal Employer ID** 4712311477

Ownership

zahid ali

First Name: zahid **Last Name:** ali

City: fort dodge **State:** Iowa **Zip:** 50501

Position: owner

% of Ownership: 100.00% **U.S. Citizen: No**

Insurance Company Information

Insurance Company: Western Surety Company

Policy Effective Date: 04/01/2016 **Policy Expiration** 01/01/1900

Bond Effective 2 **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

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

the City of Marshalltown

James L. Lowrance, Mayor
Mark Stevens, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

September 9, 2016

TO: Mayor and City Council
From: Mark Stevens, Interim City Administrator
RE: Public Safety Project-Construction Manager RFP

The City is proceeding with the initial development of the new Public Safety Building. The following activities are underway:

- Working with the two property owners for the acquisition of the properties and will develop plans for site preparation.
- Negotiating a contract with Prohaska for architectural design services.
- Preparing to issue bonds to finance the initial costs of the project.

We have planned for the use of a construction manager or owners' representative to assist the City in the planning and construction of the building. This is a frequently used service by owners to support the development of larger projects. A construction manager can provide a wide range of services to undertake a project. Some of the benefits include:

- Having a primary point of contact that can expedite decisions, improve communications, and bring building construction experience to the project team.
- Provide advice to the owner & architect on cost-saving considerations of materials, methods, constructability and other matters.
- Provide cost estimating service to ensure that the project is within budget.
- Assist in the on-site observation of construction to minimize change orders, identify problems, and keep construction on schedule.
- Provide support in the acquisition of equipment for the building and other activities to make the facility operational.

The City has anticipated the use of a construction manager, and included funds for this service in the project budget. The project architect and city staff recommend that outside assistance be used for the project.

I recommend that we now seek the services of a construction management firm for this project. A Request for Proposals would be released and after evaluation, we would commence negotiation on a contract. It would be my intent to develop a contract that

provides flexibility to the City to utilize the extent of construction management services needed. For example, a firm might provide a wide range of services but we may wish to not utilize all of the services available.

Upon completion of negotiations with the selected firm, a contract would be brought to Council for approval. This selection process may take 2-3 months. It should not negatively impact the architect's design work during this time period.

A motion to authorize City staff to proceed with an RFP for construction manager services is requested.

\CM RFP recomm 091216

2016-___

RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY, FROM MARSHALLTOWN COLUMBUS HALL, INC, FOR THE POLICE AND FIRE DEPARTMENT BUILDING PROJECT

WHEREAS the City of Marshalltown, Iowa, desires to purchase property at 201 W High Street for a new Police and Fire Department building; and

WHEREAS a written offer to buy said property in the amount of $165,000 has been negotiated between the City and the owners, MARSHALLTOWN COLUMBUS HALL, INC.; and

WHEREAS the Council has fully examined said agreement and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted.

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

Section 1. That the City of Marshalltown proceed with the purchase of the property at 201 W High Street; and

Section 2. That the attached Offer to Buy Real Estate and Acceptance with MARSHALLTOWN COLUMBUS HALL, INC., is hereby approved; and

Section 3. The Mayor and the City Clerk for the City of Marshalltown are hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said property at the above referenced price and to effectuate transfer as necessary.

Passed this 12th day of September, 2016, and signed this ____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)

TO: Marshalltown Columbus Hall, Inc. (Sellers)

The undersigned BUYERS hereby Offer to buy and by submission of this Offer, do hereby exercise the Option to purchase granted by Sellers and the undersigned SELLERS by their acceptance agree to sell the real property situated in Marshalltown, Iowa, locally known as 201 W High Street, Marshalltown, Iowa, being Parcel Nos. 07-35-376-004 and 07-35-376-401 and legally described as:

> The East 19.525 feet of the South 120 feet of Lot One of the Southwest Quarter of the Southwest Quarter, and the South 120 feet except the East 60 feet of Lot Eight of the Southeast Quarter of the Southwest Quarter, all in Section 35, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any lawful purpose.

1. PURCHASE PRICE. The Purchase Price shall be $165,000.00 and the method of payment shall be as follows: $8,250 with this Offer, to be deposited upon acceptance of this Offer and held in trust by Sellers' Attorney as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price, as follows: In cash or certified funds or cashier's check at closing to be held on or before December 1, 2016, as adjusted for usual and customary Seller expenses at closing with credit to Buyer for the $5,000.00 option price paid.

2. REAL ESTATE TAXES. Sellers shall pay pro rata to date of possession, the taxes which would, by statute, become delinquent if not paid on or before September 30, 2017 and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this Offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on closing, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 72 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:

A. Upon delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.

B. ~~(If "A" is stricken) Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.~~

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: _____.
The following items shall not be included: Sellers shall have the right to remove any equipment, furnishings and fixtures prior to November 15, 2016, but shall leave the building in a condition which allows it to be secured at all times.

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted and subject to the rights granted to Seller in #6. SELLERS make no warranties, expressed or implied, as to the condition of the property.

A. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

B. (If "A" is stricken) Within 120 days after the acceptance of this Agreement, BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, _____, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with

hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: _____

_____.

B. BUYERS may at their expense, within 30 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of $_____ to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. NOT APPLICABLE.

13. JOINDER BY SELLER'S SPOUSE. NOT APPLICABLE.

14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. NOT APPLICABLE.

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not

corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

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

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

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

23. ADDITIONAL PROVISIONS.

A. Buyer agrees that it shall reimburse Seller for liability insurance costs from the date of acceptance of this Offer until closing (Not to include any dram shop coverage).

B. Buyer agrees that it will reimburse Seller for utility costs from the date of acceptance of this Offer until closing.
C. Buyer shall be responsible for yard maintenance from the date of acceptance of this Offer until closing.
D. This offer is expressly subject to all necessary approvals by the City Council following such notices and hearings as required by law.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the tenth business date after the date of this Offer, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

SELLER:

Marshalltown Columbus Hall, Inc.

by_____
Richard Hierstein, Chairman

by_____
Jeffrey W. Harris, Secretary

BUYER:

City of Marshalltown, Iowa

by_____
James L. Lowrance, Mayor

Attest:

_____
Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA, COUNTY OF MARSHALL, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Hierstein, Chairman, and Jeffrey W. Harris, Secretary, respectively, of the Marshalltown Columbus Hall, Inc., and who stated they have authority to sign on behalf of said organization, and who executed the foregoing instrument in said capacitites as its and their voluntary act and deed.

_____
Notary Public in and for said State

2016-___

RESOLUTION AUTHORIZING THE EXTENSION OF REAL ESTATE PURCHASE OPTION WITH MARSHALLTOWN YMCA-YWCA FOR THE POLICE AND FIRE DEPARTMENT BUILDING PROJECT

WHEREAS the City of Marshalltown, Iowa, desires to purchase property for a new Police and Fire Department building; and

WHEREAS it is desirous to extend the real estate purchase option between the City and the owners, MARSHALLTOWN YMCA-YWCA.; and

WHEREAS the Council has fully examined said agreement and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted.

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

Section 1. That the City of Marshalltown proceed with the purchase of the property from the MARSHALLTOWN YMCA-YWCA for the Police and Fire Department Building Project.

Section 2. That the attached Agreement to Extend Real Estate Purchase Option through December 23, 2016, is hereby approved.

Section 3. The Mayor and the City Clerk for the City of Marshalltown are hereby authorized to enter into agreements on behalf of the City of Marshalltown to effectuate this extension of the purchase agreement.

Passed this 12th day of September, 2016, and signed this ____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

AGREEMENT TO EXTEND REAL ESTATE PURCHASE OPTION

It is agreed by all parties that Marshalltown YMCA-YWCA is the current owner in possession of the subject real estate (Owner) and the City of Marshalltown, Iowa, the party to whom the Option to Purchase is being granted (City), as follows:

The parties have entered into a Purchase Option Agreement for the purchase of the real estate described on the Legal Description attached.

Said Option to Purchase has been signed by the parties and was approved by the Marshalltown City Council on the 23rd day of May, 2016.

The parties desire to extend the term of the Option beyond the original 90 day term, in order to allow the City time to obtain the necessary funds to complete said Option.

The Option Agreement is hereby extended for an additional 120 day period to December 23, 2016, at which time it will expire without further notice or filing unless extended by written agreement by the parties.

That said Option shall remain in full force and effect except as modified herein.

OWNER:

Marshalltown YMCA-YWCA

by _____
John Dinsmore, CVO

by _____
Eric Bidwell, CVO Elect

BUYER:

City of Marshalltown, Iowa

by _____
James L. Lowrance, Mayor

Attest:

_____
Shari L. Coughenour, CMC, City Clerk

STATE OF IOWA, COUNTY OF MARSHALL, ss:

On this 31 day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared John Dinsmore and Eric Bidwell, who stated they are CVO and CVO Elect, respectively, of the Marshalltown YMCA-YWCA, and who stated they have authority to sign on behalf of said organization, and who executed the foregoing instrument in said capacities as its and their voluntary act and deed.

_____
Notary Public in and for said State

WENDY L. SOLTERO
NOTARIAL SEAL-STATE OF IOWA
COMMISSION NUMBER 723858
MY COMMISSION EXPIRES 8-8-18

the City of Marshalltown

James L. Lowrance, Mayor
Mark Stevens, Interim Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

September 8, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Diana Steiner, Finance Director

Re: Interfund loan from Water Pollution Control Plant Fund to the Police & Fire Building Fund for $300,000.

Policy Issue: Council must approve interfund loans.

Recommendation: Staff recommends the approval of a $300,000 loan from fund 521 to fund 471 to pay for project costs related to the Police & Fire Building until bond funds are received in December.

Background: The citizens approved $17.5 million to fund the construction of a new Police & Fire Building. The City is planning to issue $4.87 million in bonds this calendar year. This will keep the City within the $10 million cap per year to issue bank qualified debt. Prior to the bond issuance, a temporary interfund loan is needed to pay for current project costs and will then be repaid with bond proceeds. For the $300,000 loan, a budget amendment is not needed, because sufficient budget cover is available within transfers. However, we will be bringing you a budget amendment before the end of December, since the Police & Fire Building project was not submitted in our original budget.

Budget Impact: No impact to overall budget.

Attachment: Resolution

cc: Mark Stevens, Interim City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION NO 2016-168

AUTHORIZING LOAN TO POLICE AND FIRE BUILDING FUND

WHEREAS, pursuant to a successful referendum held on August 2, 2016, the City of Marshalltown, Iowa, (the "City") has been authorized to issue its bonds in an amount not exceeding $17,500,000 for the purpose of financing the construction, furnishing and equipping of a facility for the joint use of the municipal police and fire departments (the "Project"); and

WHEREAS, prior to the receipt of the proceeds from the sale of such bonds, the City will need to spend certain amounts related to the Project, including the acquisition of real estate (the "Project Costs"); and

WHEREAS, proceeds from the sale of bonds will be deposited into and Project Costs will ultimately be paid out of the City's Police and Fire Building Fund; and

WHEREAS, there are not sufficient funds in the Police and Fire Building Fund to cover proposed current expenses; and

WHEREAS, it would be possible to create an internal loan from the City's Water Pollution Control Fund to the Police and Fire Building Fund, such loan to be repaid to the Water Pollution Control Fund out of the proceeds of a future bond issue;

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

Section 1. It is hereby directed that $300,000 be advanced to the Police and Fire Building Fund from the Water Pollution Control Fund, in order to pay current Project Costs. Such advance shall be treated as a loan to the Police and Fire Building Fund and shall be repaid to the Water Pollution Control Fund as soon as proceeds of bonds issued to finance the Project become available.

Section 2. The City Finance Director is hereby authorized and directed to initiate and carryout such actions, including amendments to the current City budget, to insure that the purposes of this Resolution may be accomplished.

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

PASSED AND APPROVED _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

the City of Marshalltown
POLICE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor James L. Lowrance
Members of the City Council
Mark Stevens, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: September 8, 2016

RE: Mid-Iowa Drug Task Force 28E/28D Agreement

Policy Issue: City policy requires governing body approval of agreements and contracts.

Recommendation: Staff recommends Council approve the Mid-Iowa Drug Task Force 28E/28D Agreement and authorize the Mayor and Chief of Police to sign this agreement.

Background: The City of Marshalltown and the Marshalltown Police Department have a long standing relationship with the Mid-Iowa Drug Task Force. The task force is currently managed by the Marshall County Sheriff's Office. The City and police department have been members of this task force dating back several years. The task force receives federal money via the State of Iowa for law enforcement operations. The City receives a portion of this money which helps to fund a police department investigator position which is assigned to the task force. The attached 28E/28D agreement is not new and has not been revised. This is the agreement we have operated under for over a decade. The task force has been asked by funding authorities to have their government partners review this document and refresh it with current governmental body approval and authorized signatures.

Budget Impact: Not Applicable

Attachment: Mid-Iowa Drug Task Force 28E/28D Agreement

Marshalltown
All-America City

CITY COUNCIL
Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer,
Bill Martin, Robert Schubert, Bethany Wirin

RESOLUTION APPROVING AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS PURSUANT TO IOWA CODE CHAPTER 28E AND 28D BETWEEN MID-IOWA DRUG TASK FORCE AND THE CITY OF MARSHALLTOWN AND OTHER COUNTIES AND MUNICIPALITIES

WHEREAS the City of Marshalltown, Iowa, has negotiated an AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS PURSUANT TO IOWA CODE CHAPTER 28E AND 28D BETWEEN MID-IOWA DRUG TASK FORCE AND THE CITY OF MARSHALLTOWN AND OTHER COUNTIES AND MUNICIPALITIES, (the Agreement) for joint exercise of governmental powers pursuant to Iowa Code Chapter 28E and 28D with the Mid-Iowa Drug Task Force to permit combined law enforcement investigation and enforcement within their boundaries; and

WHEREAS the Agreement is supplemental to the original agreement filed April 24, 2003, in the Secretary of State's Office, file #M022250; and

WHEREAS the City Council of Marshalltown finds that the Agreement is in the best interest of the City.

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

Section 1. That the attached Agreement regarding combined law enforcement investigations is hereby approved in all respects and particulars.

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

Passed this __ day of September, 2016, and signed this ___ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Prepared by: Jennifer A. Miller, Marshall County Attorney
Marshall County Courthouse
One East Main Street
Marshalltown, Iowa 50158 Phone: (641) 754-6314

AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS PURSUANT TO IOWA CODE CHAPTER 28E and 28D

BETWEEN

MID-IOWA DRUG TASK FORCE AND GRUNDY, HARDIN, MARSHALL, AND TAMA COUNTIES AND MUNICIPALITIES OF DYSART, ELDORA, IOWA FALLS, MARSHALLTOWN, AND TAMA.

THIS AGREEMENT, made this **29th** day of **August**, **2016**, by and between Mid-Iowa Drug Task Force and Grundy, Hardin, Marshall and Tama counties and municipalities of Dysart, Eldora, Iowa Falls, Marshalltown, and Tama is entered into to permit combined law enforcement investigations within their boundaries pursuant to Chapters 28E and 28D of the Code of Iowa.

I. PURPOSE

WHEREAS, it is in the mutual best interests of counties and municipalities in the Four County area of the Governor's Office of Drug Control Policy Task Force (Comprised of Grundy, Hardin, Marshall and Tama Counties, and municipalities of Dysart, Eldora, Iowa Falls, Marshalltown, and Tama to coordinate their drug law investigation, enforcement, and prosecution efforts and to share resources available through various sources of funding; and

WHEREAS, Iowa Code Chapter 28E provides guidelines and mechanisms for such coordination through a 28E agreement; and

WHEREAS, in the course of the agencies' and officers' investigation and enforcement of drug laws, it may become necessary for officers to act outside of their normal jurisdiction and/or it may be advantageous for law enforcement agencies to share resources on a request-for-assistance basis; and

WHEREAS, it is necessary and desirable to stipulate to the scope of the participating agencies' and officers' authority pursuant to Iowa Code 28D; and

WHEREAS, the below named counties and municipalities desire to enter into a 28E/28D Agreement for purposes of coordinating drug law investigation, enforcement, and prosecution efforts and stipulating their respective rights and responsibilities in conjunction therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties signatory stipulate and agree as follows:

II. RESPONSIBILITIES OF THE MID IOWA DRUG TASK FORCE

The parties hereby join together in cooperative drug law investigative action by operating a special narcotics unit, known as the Mid-Iowa Drug Task Force.

A. The purpose of the Mid-Iowa Drug Task Force is:

1. To serve as a communicative and coordinating body to plan, foster, implement, monitor, and evaluate the coordination of drug law investigation, enforcement, and prosecution efforts among the body membership, for the mutual advantage of the membership:

2. To serve as a conduit for private, local, state, and federal funding that may be available for any of the purposes set forth herein and any activities reasonably incidental thereto:

3. To organize and implement training and educational programs for law enforcement and agencies and officers relating to drug law investigation, enforcement and prosecution:

4. To establish and maintain a budget including methods of revenue acquisition in order to fund the purposes set for therein: and

5. To complete any and all acts necessary and appropriate under Iowa law to effectuate the purposes set forth herein.

III. PERSONNEL

The Mid-Iowa Drug Task Force shall be comprised of a body membership consisting of one annually designated member-representative from each of the parties. On or before January 1 of each year, beginning with January 1, 2002, each party hereto shall designate its member-representative who shall serve for the ensuing calendar year, or until his/her successor is designated and accepts designation. Until such time as designation is made on January 1, 2002, the member-representative for each party signatory shall be the chief investigative law enforcement official (Sheriff for a county; Police Chief for a municipality).

IV. LIABILITY

Each participating county or municipality shall be responsible for representative(s) (full-time and/or part-time peace officers) on the Mid- Iowa Drug Task Force.

V. RULES AND REGULATIONS

A. The Mid-Iowa Drug Task Force shall have an Advisory Board consisting of a chairperson, vice chairperson, secretary, and treasurer (secretary-treasurer may be combined by majority agreement of the membership) elected annually by the majority of those membership representatives attending a meeting called for the purpose of election of said board and for which meeting at least ten (10) days written notice of the date, time, place and purposed of the meeting has been provided.

B. Meetings of the Mid-Iowa Drug Task Force and the Advisory Board shall be subject to the applicable provisions of the Iowa Code Chapter 21, the Open Meetings Law, as per the directive of the Iowa Attorney General's Opinion 88-12-4(L) (dated December 14, 1988)

VI. AUTHORITY OF PARTICIPATING OFFICERS

A. A peace officer employed by any of the parties to the Agreement shall have full power and authority of a peace officer to act in any location within the jurisdictional boundaries of the parties hereto when such officer is aware of criminal activity in the said jurisdiction, observes a crime occurring in his/her presence, or in acting pursuant to a request-for-assistance under this Agreement.

B. The purpose of this Agreement is to recognize the guidelines, terms and conditions set forth in Iowa Code Section 28D relating to the interchange of federal, state, and local government employees, and the parties signatory hereby adopt and acknowledge as a working agreement among them the terms of Chapter 28D.

C. Any peace officer acting pursuant to the authority granted by this Agreement and by Iowa Code Chapter 28D shall:

1. Act only when action is necessary to prevent immediate and apparent harm to persons or property; or in the course reasonably necessary and prudent to fulfill the purposes of drug law investigation and/or enforcement; or in response to a request-for-assistance pursuant to this Agreement.

2. Act subject to all the rules, regulations, and directives of the peace officer's employer.

3. Relinquish control of the situation to the first local law enforcement agency officer who arrives at the scene.

D. A peace officer acting pursuant to this Agreement shall be deemed to be serving in the scope of his/her employment.

E. The parties providing employees for assistance to other jurisdictions under this Agreement shall indemnify and hold harmless a county and/or municipality receiving assistance for action taken by a peace officer under the authority of this Agreement.

F. Requests for assistance must be made by the chief investigative officer of the requesting jurisdiction or his duly appointed designee, and should be made in writing, unless an oral request is necessitated by confidentiality, exigency, or other relevant considerations which make a written request unworkable under the circumstances.

VII. TERM

A. This Agreement shall be deemed to be continuing in nature. This Agreement shall remain valid and in full force and effect until such time as fewer than three (3) agencies continue to participate under the terms of this agreement.

B. A party to this Agreement may terminate the entirety of its participation in this Agreement by giving 60 days written notice to the board of directors and by contemporaneously providing a copy of said written notice to each of the parties hereto.

VIII. MISCELLANEOUS PROVISIONS

A. No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement. This Agreement will be jointly administered by the Mid-Iowa Drug Task Force and the counties and municipalities referred to in this agreement.

B. In the event that any provision of this Agreement is found to be void or voidable by operation of statute, order of court, or otherwise, all other provisions of this Agreement in section, whole or part shall remain in full force and effect and shall be unaffected thereby.

C. All county parties hereto signed this Agreement by authority of a resolution duly adopted by the respective county's board of supervisors; and all municipalities a party hereto sign this Agreement by authority of a resolution duly adopted by the respective city council or other governing board of such municipality.

D. This Agreement may be signed in counterparts.

IOWA CODE CHAPTER 28E/28D AGREEMENT
COUNTY PARTIES TO AGREEMENT

CITY OF MARSHALLTOWN, IOWA

By:_____

Mayor

Date:_____

Attest:

_____

City Clerk

Chief of Police:_____

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Shari L. Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

CITY CLERK'S OFFICE

September 9, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Anne Selness
Parks and Recreation Director

Re: The Wellmark Foundation Grant for the Swim, Bike & Hike for Community Art

Policy Issue: For Council information.

Recommendation: Staff recommends approval to proceed with The Wellmark grant for $5000 to support of the Swim, Bike & Hike for Community Art program.

Background: The "Swim, Bike & Hike for Community Art" program is to encourage participants of all ages and abilities to swim laps and water walk in area pools or bike and hike along recreational trails to achieve new physical activity goals. As milestones are reached a tile mural block piece will be awarded in a color equating to minutes of laps swam, miles water walked or miles biked or hiked. As people complete their designated goals and colored pieces are obtained they will be placed into a large community mural. Different colored pieces will indicate higher levels of achievement with the center pieces being placed by the people reaching the highest minutes of physical activity. All participants will be able to achieve at least one piece and contribute to the artwork. This creative new program will connect kids and adults with art and nature and get families out into our parks and using our recreational trails.

Budget Impact: None

Attachment: Yes

cc: Mark Stevens, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION AUTHORIZING THE CITY PARKS & RECREATION DEPARTMENT TO SUBMIT ON BEHALF OF THE CITY OF MARSHALLTOWN A GRANT APPLICATION RELATED TO THE SWIM, BIKE, HIKE FOR COMMUNITY ART PROGRAM TO THE WELLMARK FOUNDATION

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

WHEREAS the Swim, Bike, Hike for Community Art Program is to encourage participants of all ages and abilities to swim laps and water walk in area pools or bike and hike along recreational trails to achieve new physical activity goals; and

WHEREAS as the achievements will be represented in a mural to be located in a City park; and

WHEREAS the City staff are preparing a grant application for $5000 to be submitted to the Wellmark Foundation to assist with funding of the program and community mural; and

WHEREAS the City Council has found the request to apply for funding to be in the best interest of the City.

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

Section 1. This Council hereby authorizes City staff to prepare and submit a grant application to the Wellmark Foundation.

Passed this ___day of September 2016 and signed this __ day of September 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

James L. Lowrance, Mayor
Mark Stevens, Interim Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

September 8, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Diana Steiner, Finance Director

Re: Additional hardware and licensing needed to operate Tyler software for $2,451.38.

Policy Issue: Per our current Purchasing Policy, change orders on projects previously approved by the City Council shall be submitted to the City Council for approval.

Recommendation: Staff recommends the approval to purchase 2 hardware drives and related licensing from BDH Technology so the EnerGov module of the Tyler Software will have enough data storage capacity to operate. Even though Tyler provided us the specifications and we purchased what they recommended in May, the EnerGov component was not included in the hardware specifications.

Background: With this additional expense, the obligated costs include $241,777 for the software contract, $4,000 for the conversion of data from our legacy system, and $25,557 for hardware and related licensing. This totals $271,334. There was a total of $280,000 budgeted in the Capital Improvement Plan (CIP). Therefore, we are still below budget by $8,666.

Budget Impact: Still within approved budget as explained in the Background section.

Attachment: BDH Technologies Quote

cc: Mark Stevens, Interim City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION APPROVING PURCHASE OF ADDITIONAL HARDWARE AND LICENSING FOR THE TYLER TECHNOLOGIES SOFTWARE IMPLEMENTATION PROJECT FROM BDH TECHNOLOGY, $2,451.38

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a quote for additional hardware and licensing, by and between the City of Marshalltown, Iowa, and BDH Technologies relating to the implementation of the Tyler Technologies Software.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

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

Section 1. That the quote for additional hardware and licensing, by and between the City of Marshalltown, Iowa, and BDH Technologies relating to the implementation of the Tyler Technologies Software, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of September, 2016, and signed this _____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Tyler Quote- Additional Hardware

Quote Information:

Quote #: 000182
Version: 1
Delivered: 08/30/2016
Expires: 09/27/2016

Prepared for:

City of Marshalltown
Diana Steiner
24 North Center Street
Marshalltown, IA 50158
dsteiner@ci.marshalltown.ia.us
(641) 754-5760

Prepared by:

BDH Technology
Chad Berg
319.774.3818
Fax (641) 752-1717
chad@bdhtek.com

Hardware		Price	Qty	Ext. Price
	Microsoft Windows Server 2012 R.2 Standard - License - 1 Server, 2 CPU - Government Use - Volume, Government - MOLP: Open License for Government - PC - English	$714.50	2	$1,429.00
	1 TB 2.5" Internal Solid State Drive	$511.19	2	$1,022.38
		Hardware Subtotal		**$2,451.38**

Quote Summary	Amount
Hardware	$2,451.38
Total	**$2,451.38**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____ Date _____

James L. Lowrance, Mayor
Mark Stevens, Interim Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

September 8, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Diana Steiner, Finance Director

Re: Set public hearing date for Department of Public Safety Loan that will be used to purchase a fire truck.

Policy Issue: Per Iowa Code Section 384.24A, the City must hold a public hearing for any debt entered into.

Recommendation: The City was awarded a $142,430 no-interest loan from the Iowa Department of Public Safety to purchase a fire truck. Staff recommends the public hearing date be set for Monday, September 26, 2016 at 5:30 p.m.

Background: Originally, this truck was going to be paid out of the $5 million bond funds. After that public hearing, the City received notice of award about the no-interest loan. Since this is new additional debt, there must be a public hearing to be in compliance with Iowa law.

Budget Impact: The fire truck was already budgeted to be paid from the Capital Improvement Plan (CIP) at $32,000 per year over a 5 year period starting in FY17. The loan schedule shows repayment due of $14,243 in FY17, $28,486 in FY18-FY21, and a final payment of $14,243 in FY22.

Attachment: Resolution

cc: Mark Stevens, Interim City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

LOAN AGREEMENT

Lender: Iowa Department of Public Safety
Oran Pape State Office Building
215 East 7th Street
Des Moines, IA 50319

Borrower: City of Marshalltown
Attn: David Rierson, Fire Chief
107 S. 1st Avenue
Marshalltown, IA 50158

Loan Number: **2004-041**

Loan Amount: **$142,430.00** (1% origination fee of $1,424.30)

Date: July 5, 2016

Maturity Date: **August 1, 2021**

Applicable Law: The laws of the State of Iowa will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits the borrower and lender to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without mutual written consent.

Interest: This is a zero (0%) percent loan.

Origination Fee: There is a one (1%) percent loan origination fee, deducted from the borrowed amount prior to receipt of this loan. The borrower agrees to pay the original amount of the loan as identified in the "loan amount" section above.

Payments: Each payment will reduce the unpaid principal. The borrower, based on the payment schedule listed below, will make a minimum of two (2) payments per year. There is no penalty to the borrower for early payment of the loan.

Each payment shall be by warrant, check, or money order made payable to **Fire Service Training Bureau, Iowa Department of Public Safety,** and shall be clearly marked "Repayment of Loan from Firefighting Equipment Revolving Loan Fund." Payments are to be mailed to:

Fire Service Training Bureau
Attn: Revolving Loan Fund
1015 Haber Road
Ames, IA 50011-3104

Payment Schedule: The following payment schedule will be enforced as a part of this loan agreement:

Payment #	Amount	Due Date
01	$14,243.00	February 1, 2017
02	$14,243.00	August 1, 2017
03	$14,243.00	February 1, 2018
04	$14,243.00	August 1, 2018
05	$14,243.00	February 1, 2019
06	$14,243.00	August 1, 2019
07	$14,243.00	February 1, 2020
08	$14,243.00	August 1, 2020
09	$14,243.00	February 1, 2021
10	$14,243.00	August 1, 2021

Lien Assignment: The borrower agrees to assign the following lien to the title of the purchased apparatus/vehicle: **Iowa Department of Public Safety.** A copy of the title with this lien assignment must be submitted to the Fire Service Training Bureau within 30 days of the purchase.

The Iowa Department of Public Safety, upon full repayment of this loan, will provide a lien release.

Default: The borrower will be in default if the borrower fails to make a payment on time or in the amount due. Payments 30 days past due will be considered late, with two or more missed payments defaulting on this loan. During any period when a loan is in default, there shall be a penalty of 1.5% of the remaining unpaid principle of the loan per month added to the amount of the loan.

Remedies: If the borrower is in default, the lender may demand immediate payment of all money owed under this note (principle, any penalty interest accrued, and any legal fees attributed to settling this loan). The lender may also use any remedy available under state law.

Costs of Collection: The borrower will pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorney's fee incurred or paid by the lender in collecting and/or enforcing this note on default.

Waiver: No delay or omission on the part of the lender in exercising any right under this note shall operate as a waiver of that right or any right under this note. A waiver on any one occasion shall not be construed as a bar to a waiver of any right and/or remedy on any future occasion.

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on a general obligation fire equipment loan in the principal amount of $142,430

WHEREAS, the City of Marshalltown (the "City"), in Marshall County, State of Iowa, has previously received approval from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund for a loan in the amount of $142,430 for the purpose of acquiring a light-rescue fire vehicle (the "Department of Public Safety Loan"); and

WHEREAS, the City Council adopted Resolution No. 2016-132 on July 11, 2016, for the purpose of approving the Department of Public Safety Loan; and

WHEREAS, it has been determined that the City must comply with the provisions of Section 384.24A of the Code of Iowa, which require that the City give notice and hold a public hearing on the Department of Public Safety Loan; and

WHEREAS, it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to approve the Department of Public Safety Loan and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on the 26th day of September, 2016, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to ratify the approval of the Department of Public Safety Loan and to ratify the adoption of Resolution No. 2016-132.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing on the Department of Public Safety Loan, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON LOAN IN THE PRINCIPAL AMOUNT OF $142,430

(GENERAL OBLIGATION FIRE RESCUE EQUIPMENT)

The City Council of the City of Marshalltown, Iowa, will meet on the 26th day of September, 2016, at the Council Chambers, Marshalltown, Iowa, at 5:30 o'clock p.m., for the purpose of holding a hearing and taking action to approve a loan from the Iowa Department of Public Safety Firefighting Equipment Revolving Loan Fund in the principal amount of $142,430, (the "Loan") for the purpose of acquiring a light-rescue fire vehicle.

The Loan is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to approve the Loan. After receiving objections, the City Council may determine to approve the Loan, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Marshalltown, Iowa.

Shari Coughenour
City Clerk

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

Passed and approved September 12, 2016.

_____
Mayor

Attest:

_____
City Clerk

Marshalltown Fire Department
David Rierson, Fire Chief
107 South First Avenue
Marshalltown, IA 50158
Tel - (641) 754-5751
Fax - (641) 754-5722

To: Mayor and City Council
From: David Rierson
Date: 09-12-2016
RE: State of Iowa E911 Grant

Background: The Fire Department was made aware of a matching grant opportunity from the State of Iowa and Marshall County E911for the consolidation of dispatch centers and radio equipment that helps with consolidation. We were notified on 09/08/16 that the grant request was approved. Currently, MFD uses different radio frequency and radio equipment than MPD and the Sheriff's Department. Currently, the FCC is trying to move all emergency providers to the 700 – 800 MHz radio band, which is where MPD and MSO operate. This project would allow MFD to purchase radio equipment that is identical to MPD and operate on the 800 MHz frequency. This project would cost $125,646 to complete and would provide better radio coverage for MFD. The E911 grant would provide $62,823 of the projected cost with a $62, 823 match from the City. Within the current CIP Plan (FY 17 and 18) $71,766 has been budgeted to purchase a P25 compatible radio system. This funding would not move MFD to 800 MHz, rather keep it on the current VHF frequency. It would also require authorization to spend $26,940 from the CIP that is scheduled for FY 18.

Recommendation: It is the recommendation of the Fire Chief that the City support and accept this grant and purchase the radio equipment needed to move to 800 MHz. This would allow MFD to move to 800 MHz and consolidate all emergency services on one frequency. Additionally, this would save an estimated $9,000 in the CIP Plan for FY 18.

Budget Impact: If approved, all monies are accounted for and available as follows:

State of Iowa Grant through Marshall County E911: $62,823

CIP Funding (FY 17 and 18): $62,823

CITY COUNCIL: Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer,
Bill Martin, Bob Schubert, Bethany Wirin

2016- 173

RESOLUTION OF SUPPORT AND ACCEPTANCE FOR MARSHALLTOWN FIRE DEPARTMENT APPLICATION FOR A STATE OF IOWA E911 GRANT IN THE AMOUNT OF $62,823 TO PURCHASE 800 MHZ RADIOS, WITH A $62,823 MATCH

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

WHEREAS the City of Marshalltown, Iowa, has been informed by the Marshalltown Fire Department of the intent to make application to The State of Iowa for an E911 Grant; and

WHEREAS the City agrees that ensuring quality radio communications is a key component of providing safe scene operations and is valuable to the protection of life and property and enhances community quality of life; and

WHEREAS the council has determined this is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. The City of Marshalltown, Iowa, supports the Grant application for funding to the State of Iowa E911 Commission in the amount of $62,823 for the purchase of 800 MHz radios, with a match of $62,823.

Section 2. The Mayor or City Clerk is hereby authorized to execute any and all documents required concerning this matter.

Section 3. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

Passed this 12th day of September, 2016, and signed this ____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

2016-174

RESOLUTION APPOINTING JEFFREY P. HAZEN AS ASSISTANT CITY ATTORNEY AS OF SEPTEMBER 13, 2016

WHEREAS the City of Marshalltown, Iowa, has appointed Roger Schoell as City Attorney requested and solicited proposals for Attorney Services other than prosecutions for traffic and simple misdemeanor violations; and

WHEREAS it is necessary to appoint Jeffrey P. Hazen as Assistant City Attorney; and

WHEREAS this appointment is in the best interest of the City and should be approved by the Council of the City of Marshalltown, Iowa.

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

Section 1. Jeffrey P. Hazen is hereby appointed Assistant City Attorney for the City of Marshalltown, as of September 13, 2016.

Section 2. Compensation for Assistant City Attorney services shall be no more than $150.00 per hour plus expenses for copying, express mail and travel is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown, Iowa.

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

Passed this 12th day of September, 2016, and signed this _____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown
Housing & Community Development

James L. Lowrance, Mayor
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

September 8, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Hawkeye Subdivision

Policy Issue: The City has had a request to approve a Preliminary and Final Plat for Hawkeye Subdivision. This plat will create a single lot just west of the Hampton Inn on Iowa Avenue.

Recommendation: Staff recommends approving the subdivision. Plan Zoning Commission recommended approval at their regular meeting on September 8, 2016.

Background: The property is zoned Planned Commercial and the extension of S. 2nd Street already exists so the lot has street frontage already. There is a recorded affidavit of non-severability associated with a portion of this land that is no longer needed since the new Lot 1 includes the smaller lot.

Budget Impact: None.

Attachment: Hawkeye Subdivision application packet.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown
All-America City
2012

2016-175

RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR THE HAWKEYE SUBDIVISION

WHEREAS the Hawkeye Subdivision Preliminary Plat and Final Plat has been submitted to the City for review and approval; and

WHEREAS the Plan Zoning Commission reviewed and recommended approval of the Preliminary and Final Plat at a meeting on September 8, 2016; and

WHEREAS the Council has fully examined the request and has found it to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. This Council hereby approves the Preliminary and Final Plat for Hawkeye Subdivision under the conditions as set forth therein.

Passed this ___day of September 2016 and signed this __ day of September 2016.

CITY OF MARSHALLTOWN, IOWA

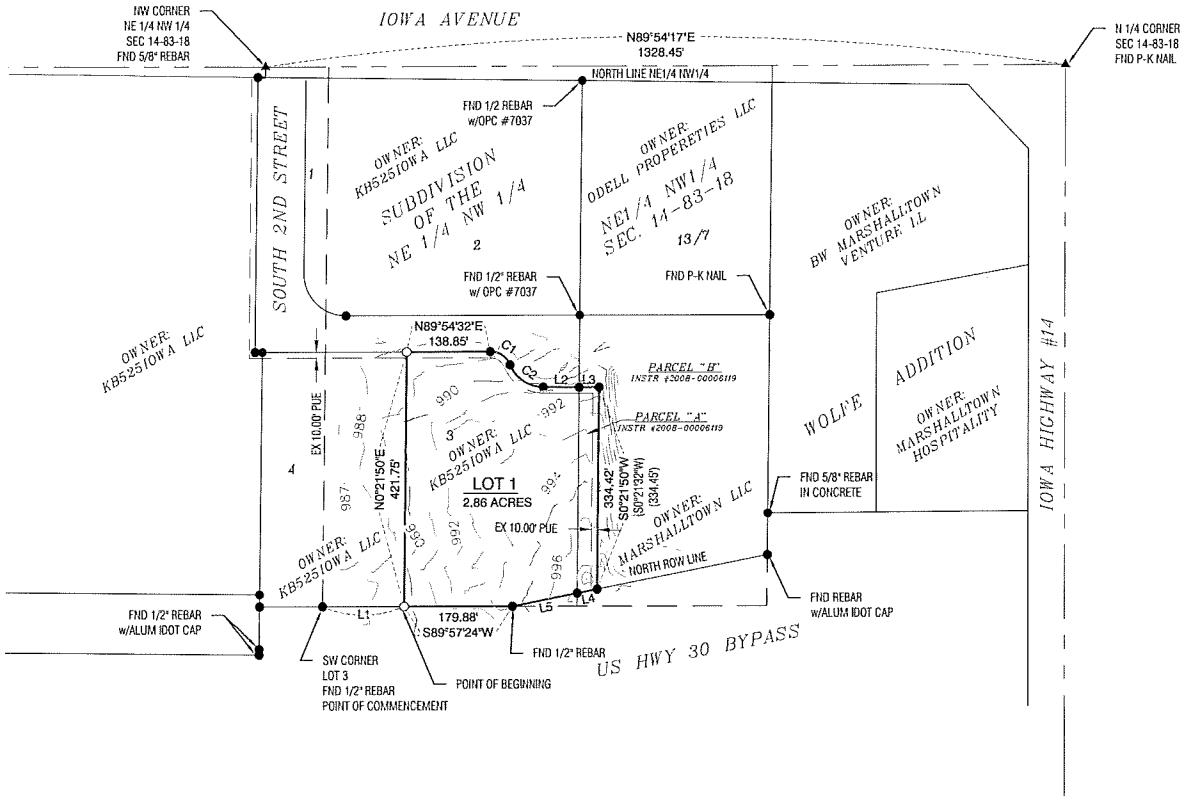
James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

HAWKEYE SUBDIVISION
PRELIMINARY PLAT



LINE DATA			
LINE NUMBER	BEARING	DISTANCE	RECORDED
L1	N89°57'24"E	135.39'	
L2	S89°37'40"E	59.27'	(N89°37'21"W) (59.24')
L3	N89°58'09"E	33.49'	(S89°57'12"W) (33.50')
L4	S78°41'16"W	34.20'	(N78°36'44"E) (34.22')
L5	S78°34'58"W	108.93'	(S78°36'44"W) (108.94')

Curve Table						
	CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
	C1	42.16'	35.50'	68°02'51"	S56°13'52"E	39.73'
	C2	70.39'	59.50'	67°47'10"	S56°17'14"E	66.36'
RECORDED	(C1)	(41.97')	(35.50')	(67°43'56")	(N56°14'03"W)	(39.57')
	(C2)	(70.34')	(59.50')	(67°43'58")	(N56°14'03"W)	(66.31')

DESCRIPTION
A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE, N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE, N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE, N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 42.16' ALONG THE ARC OF A 35.50' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.73' ALONG SAID SOUTH RIGHT OF WAY; THENCE, SOUTHEASTERLY 70.39' ALONG THE ARC OF A 59.50' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.36' ALONG SAID SOUTH RIGHT OF WAY; THENCE, S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE, S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OWNER OF RECORD: KB525IOWA LLC
SURVEY REQUESTED BY: HAWKEYE HOTELS
FIELD WORK COMPLETED: 7-8-2016

MARSHALLTOWN P&Z COMMISSION

MAYOR SIGNATURE

ATTEST

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:
- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ● PARCEL OR LOT CORNER MONUMENT FOUND 1/2" REBAR w/ OPC #17162 UNLESS OTHERWISE NOTED
- ○ SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

N

SCALE 1"=200'
0 200'

HAWKEYE SUBDIVISION
IN THE NE 1/4 OF THE NW 1/4 OF SECTION 14-83-18
MARSHALL COUNTY, IOWA

JEREMY A. HARRIS LICENSED 22259 IOWA PROFESSIONAL LAND SURVEYOR

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

JEREMY A. HARRIS, PLS date
Iowa License Number 22259
My License Renewal Date is December 31, 2017
Pages or sheets covered by this seal: THIS SHEET

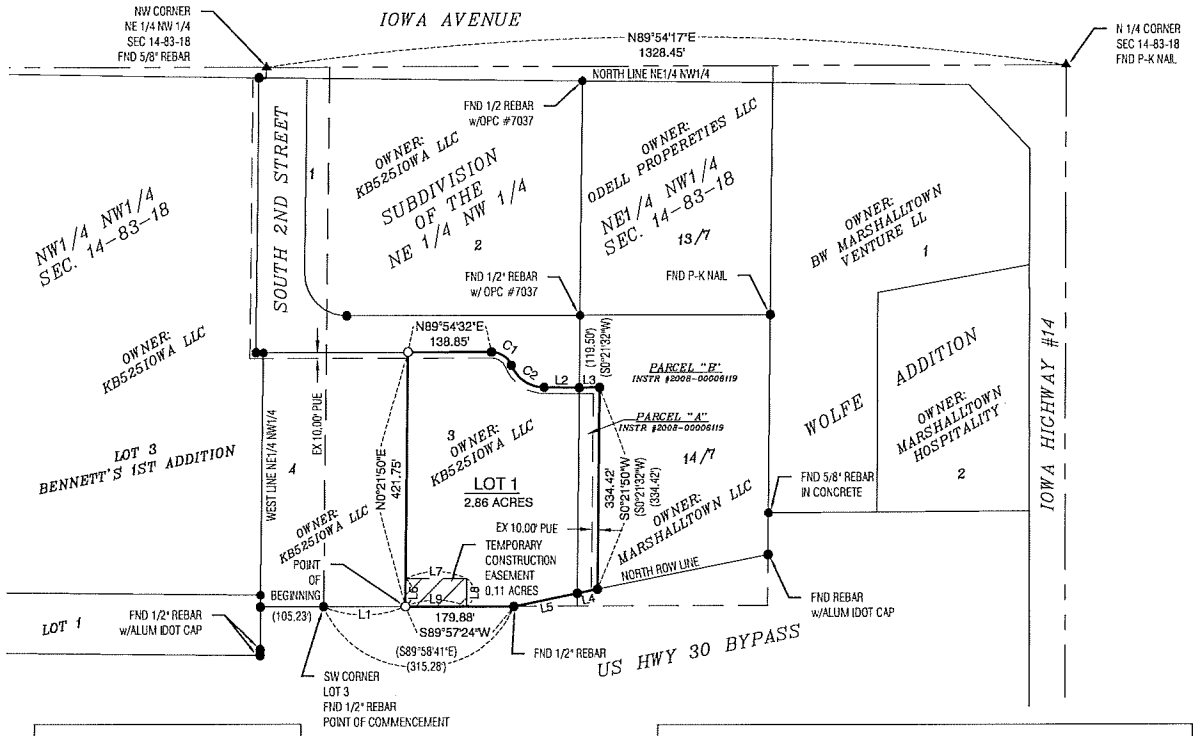
CGA
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ	1
DATE	PROJECT NO.
7-21-16	5609.05

J:\5609.dwg\5.civil\5609-Prel Plat.dwg - Plat LDSR - 09-01-16 - 9:43pm - ps301

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

HAWKEYE SUBDIVISION
FINAL PLAT



LINE DATA			
LINE NUMBER	BEARING	DISTANCE	RECORDED
L1	N89°57'24"E	135.39'	
L2	S89°37'40"E	59.27'	(N89°37'21"W) (59.24')
L3	N89°58'09"E	33.49'	(S89°57'12"W) (33.50')
L4	S78°41'16"W	34.20'	(N78°36'44"E) (34.22')
L5	S78°34'58"W	108.93'	(S78°36'44"W) (108.94')
L6	N0°21'50"E	46.16'	
L7	N89°57'24"E	101.81'	
L8	S0°21'50"W	46.18'	
L9	S89°57'24"W	101.81'	

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	41.97'	35.08'	68°33'29"	S56°13'52"E	39.51'
C2	70.38'	59.34'	67°57'24"	S56°17'14"E	66.33'
RECORDED (C1)	(41.97')	(35.50')	(67°43'56")	(N56°14'03"W)	(39.57')
RECORDED (C2)	(70.34')	(59.50')	(67°43'58")	(N56°14'03"W)	(66.31')

DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT
A TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE, N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE, N0°21'50"E 46.16'; THENCE, N89°57'24"E 101.81'; THENCE, S0°21'50"W 46.18' TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE, S89°57'24"W 101.81' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING CONTAINING 0.11 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION
A CERTAIN PARCEL OF LAND LOCATED WITHIN A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 3 OF THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PARCEL "A" RECORDED IN INSTRUMENT # 2008-00006119 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA IN LOT 14/7 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE, N89°57'24"E 135.39' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE, N0°21'50"E 421.75' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 2ND STREET; THENCE, N89°54'32"E 138.85' ALONG THE SOUTH RIGHT OF WAY OF 2ND STREET; THENCE, SOUTHEASTERLY 41.97' ALONG THE ARC OF A 35.08' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S56°13'52"E AND A DISTANCE OF 39.51' ALONG SAID SOUTH RIGHT OF WAY; THENCE, SOUTHEASTERLY 70.38' ALONG THE ARC OF A 59.34' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S56°17'14"E AND A DISTANCE OF 66.33' ALONG SAID SOUTH RIGHT OF WAY; THENCE, S89°37'40"E 59.27' ALONG SAID SOUTH RIGHT OF WAY TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE, N89°58'09"E 33.49' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S0°21'50"W 334.42' ALONG THE EAST LINE OF SAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF HIGHWAY 30 BYPASS; THENCE, S78°41'16"W 34.20' ALONG THE SOUTH LINE OF SAID PARCEL "A" TO THE SOUTHWEST CORNER OF SAID PARCEL "A" ALSO BEING THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 30 BYPASS; THENCE, S78°34'58"W 108.93' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S89°57'24"W 179.88' ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 2.86 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

MARSHALLTOWN P&Z COMMISSION

MAYOR SIGNATURE

ATTEST

OWNER OF RECORD: KB525IOWA LLC
SURVEY REQUESTED BY: HAWKEYE HOTELS
FIELD WORK COMPLETED: 8-15-2016

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:
- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ● PARCEL OR LOT CORNER MONUMENT FOUND 1/2" REBAR w/ OPC #17162 UNLESS OTHERWISE NOTED
- O SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

N

SCALE 1"=200'
0 200'

HAWKEYE SUBDIVISION
IN THE NE 1/4 OF THE NW 1/4 OF SECTION 14-83-18
MARSHALL COUNTY, IOWA

JEREMY A. HARRIS LICENSED 22259 PROFESSIONAL LAND SURVEYOR IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

JEREMY A. HARRIS, PLS — date
Iowa License Number 22259
My License Renewal Date is December 31, 2017
Pages or sheets covered by this seal: THIS SHEET

CGA
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ	1
DATE	PROJECT NO.
8-22-16	5609.05

J:\5609\dwg\Survey\5609-Plat Survey.dwg - Plat LDGR - 08-31-16 - 8.51in - cqg258

RESOLUTION NO. 2016-180

Setting date for public hearing on 2016 amendment to urban renewal plan for Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa (the "City") has created the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area") and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project, a city must amend the existing urban renewal plan to include that new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes a proposed economic development agreement between the City and Hawkeye Hotels, LLC (the "Developer"), in connection with the development of a hotel facility in the Urban Renewal Area, pursuant to which the City would rebate a portion of the incremental property taxes to be paid by the Developer, for a period of fifteen years, in an amount not to exceed $_____, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 10th day of October, 2016, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Marshalltown, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City shall hold the consultation process which is required under that section of the urban renewal law.

Passed and approved the 12th day of September, 2016.

_____
Mayor

Attest:

_____
City Clerk

the City of Marshalltown
Housing & Community Development

James L. Lowrance, Mayor
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

September 8, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Urban Renewal Area Number 5

Policy Issue: Iowa Code requires a review and recommendation by the City's Plan Zoning Commission when a new Urban Renewal Area is established. Are number 5 covers the prior Wandering Creek development now known as Eagle View at Wandering Creek.

Recommendation: The Plan Zoning Commission reviewed the proposal and recommended approval to the City Council at their regular meeting on Thursday, September 8, 2016.

Background: The Commission had previously discussed the Eagle View at Wandering Creek Development. The establishment of the Urban Renewal Area will provide tax incentives to the developer in order to encourage development of a previously abandoned development.

Budget Impact: The impact will be similar to other Urban Renewal Areas with the exception that a percentage of funds must be reallocated to low and moderate income housing projects as required by State Code.

Attachment: None.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION 2016-176
AUTHORIZING LOAN TO TAX INCREMENT FUND

WHEREAS the City of Marshalltown, Iowa, has established an urban renewal area in the City known as the Marshalltown Urban Renewal Area No. 5 (the "Urban Renewal Area"); and

WHEREAS the City Council has created the Marshalltown Urban Renewal Area No. 5 Tax Increment Revenue Fund (the "Tax Increment Revenue Fund"), into which all incremental property tax revenues received from the Urban Renewal Area shall be deposited; and

WHEREAS each year the City incurs administrative expenses related to projects in the Urban Renewal Area that would be eligible under state law to be reimbursed from incremental property tax revenues (the "Administrative Expenses"); and

WHEREAS in order to make the Administrative Expenses for the current fiscal year eligible to be paid from future incremental property tax revenues, it is necessary to create an internal debt;

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

Section 1. It is hereby directed that $5,000 be advanced to the Tax Increment Revenue Fund from the General Fund, in order to pay the Administrative Expenses in the current fiscal year. This advance shall be treated as a loan (the "Loan") to the Tax Increment Revenue Fund and shall be repaid to the General Fund out of incremental tax revenues received with respect to the Urban Renewal Area. Payments on the Loan are subject to annual appropriation by the City Council and subject to the Council's determination that there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund. Once appropriated, payments shall be made on the Loan on June 1 of each year to the extent there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund. The right is hereby reserved to issue additional obligations, or to enter into additional loans, payable from the Tax Increment Revenue Fund, which may either rank on a parity with the Loan or may have a priority over the Loan with respect to the revenues in the Tax Increment Revenue Fund.

Section 2. The Tax Increment Revenue Fund is hereby pledged to the repayment of the Loan, and a copy of this Resolution shall be filed in the office of the Marshall County Auditor to evidence this pledge. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Marshall County Auditor, no later than December 1, 2016, the original amount of the Loan as an obligation that is eligible to be repaid from future incremental property tax revenues, and to certify no later than December 1 of each succeeding year, any remaining outstanding balance of the Loan

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

Passed this ____ day of September, 2016, and signed this ____ day of September, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION NO. 2016-177

Setting date for public hearing on a Development Agreement with Red Earth Real Estate Holdings including economic development payments in an amount not to exceed $1,300,000

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5 (the "Urban Renewal Area"); and

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

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with Red Earth Real Estate Holdings (the "Developer") in connection with a project known as Eagleview at Wandering Creek, to be located in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments for a period of fifteen years, in a total amount not to exceed $1,300,000, under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This Council shall meet on the 26th day of September, 2016, at 5:30 o'clock p.m., at the Council Chambers, at which time and place a public hearing will be held on the Development Agreement.

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

NOTICE OF HEARING ON DEVELOPMENT AGREEMENT WITH RED EARTH REAL ESTATE HOLDINGS

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers. on the 26th day of September, 2016, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a Development Agreement between the City and Red Earth Real Estate Holdings, in connection with the construction of a residential development known as Eagleview at Wandering Creek, to be located in Marshalltown Urban Renewal No. 5, which provides for certain incentives in the form of economic development payments in a total amount not exceeding $1,300,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Red Earth Real Estate Holdings, located within the Marshalltown Urban Renewal Area No. 5.

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

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

Shari Coughenour
City Clerk

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

Passed and approved September 12, 2016.

_____
Mayor

Attest:

_____
City Clerk

RESOLUTION NO. 2016-178

A resolution to Declare Necessity and Establish an Urban Renewal Area, pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa, the "Urban Renewal Law," a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, a proposal has been made which shows the desirability of designating certain property in the City of Marshalltown as the Marshalltown Urban Renewal Area No. 5 (the "Urban Renewal Area"), pursuant to the provisions of Chapter 403, Code of Iowa; and

WHEREAS, a proposal has made to designate the property in the Urban Renewal Area as being appropriate for economic development, and it has been determined that sufficient need exists to warrant find the property an economic development area; and

WHEREAS, an urban renewal plan for the Urban Renewal Area has been prepared which describes the property that will be located in the Urban Renewal Area and also describes proposed economic development incentives that would be provided to a developer in connection with the construction of a residential development; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing such property as an urban renewal area and on a proposed urban renewal plan for the Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing; and

WHEREAS, copies of the urban renewal plan, notice of public hearing and notice of a consultation meeting with respect to the urban renewal plan were sent to Marshall County and the Marshalltown Community School District; the consultation meeting was held and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

WHEREAS, the urban renewal plan was reviewed by the City's plan and zoning commission;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa is found to exist as legally described in the Urban Renewal Plan attached hereto.

Section 2. The area identified in Section 1 hereof is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the Marshalltown Urban Renewal Area No. 5.

Section 3. The development of this area is necessary in the interest of the public health, safety or welfare of the residents of the City of Marshalltown, Iowa.

Section 4. It is hereby determined by this City Council as follows:

A. The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5 conforms to the general plan of the City.

B. The project described in the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5 is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 5. The Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 5, attached hereto and made a part hereof, along with the proposed project described in that Plan, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 12, 2016.

_____
Mayor

Attest:

_____
City Clerk

CITY OF MARSHALLTOWN, IOWA
MARSHALLTOWN, IOWA

URBAN RENEWAL PLAN
URBAN RENEWAL AREA NO. 5

September, 2016

I. INTRODUCTION

Chapter 403 of the Code of Iowa authorizes cities and counties to establish areas within their boundaries known as "urban renewal areas," and to exercise special powers within these areas. Urban renewal powers were initially provided to cities in order that conditions of deterioration within cities might be brought under control. Gradually, urban renewal has been found to be a useful tool, as well, for economic development in previously undeveloped areas and for retention of enterprises and jobs in other areas.

In order to facilitate the use of urban renewal for economic development, in 1985, the Iowa General Assembly amended Chapter 403 to authorize City Councils and Boards of Supervisors to create "economic development" areas. An economic development urban renewal area may be any area of a city or county which has been designated by the City Council or Board of Supervisors as an area which is appropriate for commercial, industrial and/or residential housing enterprises and in which the city or county seeks to encourage further development.

Also in 1985, as an additional expression of the role for local governments in private economic development, the General Assembly enacted Chapter 15A of the Code of Iowa, which declares that economic development is a "public purpose" and authorizes local governments to make grants, loans, guarantees, tax incentives and other financial assistance to private enterprise. The statute defines "economic development" as including public investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.

In 1996, the General Assembly expanded the scope of the urban renewal statute to provide that incremental property tax revenues may be used to finance the construction of public infrastructure to serve all levels of housing as long as a percentage of those revenues is set aside to help meet the housing needs of low and moderate income families in the community.

The process by which an economic development urban renewal area may be created begins with a finding by the city council that such an area needs to be established within the City. An urban renewal plan is then prepared for the area. The County and local school district

must be notified and given an opportunity to comment on the plan. The City Council must hold a public hearing on the urban renewal plan, following which, the Council may approve the plan.

The City of Marshalltown (the "City") has previously established four urban renewal areas, and this document is intended to serve as the Urban Renewal Plan for an urban renewal area in the City to be known as Urban Renewal Area No. 5 (the "Urban Renewal Area"). It is intended that this Urban Renewal Plan will guide the City in promoting economic development in the area. This document is an Urban Renewal Plan within the meaning of Chapter 403 of the Code of Iowa, and it sets out a proposed project to be undertaken within the Urban Renewal Area.

II. DESCRIPTION OF URBAN RENEWAL AREA

The Urban Renewal Area includes approximately 15 acres of property located 250 feet west of the corner of Campbell Drive and 233rd Street and east of the Wandering Creek Golf Course, with the following legal description:

PARCEL "B" LOCATED ENTIRELY WITHIN PARCEL "A" IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH ,RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.
FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF PARCEL "A" AS RECORDED ON INSTRUMENT #9903778 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N88°11'08"E 50.00' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, N88°11'08"E 940.00' CONTINUING ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S1°09'38"W 705.00' ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE, S88°11'08"W 940.00'; THENCE, N1°09'38"E 705.00' TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 15.19 ACRES INCLUDING 0.71 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY.

III. URBAN RENEWAL OBJECTIVES

The primary objectives for development within the Urban Renewal Area are:

1. To contribute to a diversified, well-balanced local economy by creating new residential development, job opportunities, and strengthening the property tax base.

2. To create a mechanism for financing the construction of needed infrastructure and residential development within the Urban Renewal Area.

3. To generate funds that can be used to improve housing for low and moderate income families throughout the City.

IV. PROPOSED PROJECT

The project that is described in this Urban Renewal Plan involves the provision of incentives by the City to a developer to expand what is known as the Eagle View Development on the property in the Urban Renewal Area. The developer has proposed to construct 52 residential units and to install necessary infrastructure improvements. The City proposes to reimburse the developer for the infrastructure costs by making economic development tax increment rebate payments to the developer for a period of ten years in a maximum amount of $1,300,000. The payments would come from property taxes generated by the new development. The City will also set aside from taxes generated by the new development an amount of funds that will be devoted to improving housing for low and moderate income families, including financing improvements to in-fill properties that are part of the City's dangerous and dilapidated building program.

V. LAND USE PLAN AND PROPOSED DEVELOPMENT

The City has adopted a comprehensive land use plan to guide the development of land uses, and the activity in the Urban Renewal Area will be carried out in a manner that will be consistent with that plan.

VI. TAX INCREMENT FINANCING PROCEDURES

As part of the establishment of an urban renewal area, a City will adopt an ordinance to create a tax increment district (the "TIF District"), within which the property taxes eventually paid by new private development will be used to pay costs of urban renewal projects. The use of these tax revenues in this manner is known as tax increment financing ("TIF").

Depending on the date on which a TIF District is legally established and the date on which debt is initially certified within a TIF District, an original taxable valuation is established for the property within a TIF District, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in a TIF District as of January 1 of the calendar year preceding the calendar year in which a City first certifies the amount of any debt payable from TIF revenues to be generated within that TIF District. When the value of the property inside a TIF District increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

Procedurally, after tax increment debt has been incurred within a TIF District, property taxes levied by all local jurisdictions (city, county, school, area college) against the incremental value -- with the exception of taxes levied to repay current or future debt incurred by local jurisdictions and the school district physical plant and equipment levy and instructional support levy -- are allocated by state law to the City's tax increment fund rather than to each local jurisdiction. These new tax dollars are then used to repay any tax increment debt incurred in the Urban Renewal Area.

VII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. By state law, the use of incremental property tax revenues to assist the developer pay the cost of infrastructure related to development of residential property will be limited to the collection of incremental property taxes from the developer's property for ten years.

VIII. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the Code of Iowa in order to carry out any purposes consistent with Chapter 403 of the Code of Iowa.

IX. FINANCIAL INFORMATION

CITY DEBT INFORMATION

1. Current constitutional debt limit	$68,225,000
2. Outstanding general obligation debt	$28,650,000
3. Proposed amount of TIF debt to be incurred:	$1,300,000

the City of Marshalltown
Housing & Community Development

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

August 22, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Glenwood Place PUD Amendment

Policy Issue: The City of Marshalltown requires the when a Planned Unit Development requests an amendment that will increase the overall density by more than 10% the City must go through the rezoning process which includes review and public hearing by the Plan Zoning Commission and three readings and a public hearing with the Council. Glenwood Place is requesting an amendment that will increase the density by approximately 21% in adding 20 additional assisted living units to their current facility.

Recommendation: Staff has reviewed the plans and worked with the various departments related to the building layout and design. The Commission reviewed the amendment and held a public hearing. Several neighboring property owners spoke at the public hearing with questions and concerns specifically related to access, parking and landscaping. The plan includes connections to S. 8th Street and Prairie Lane which were required by the City in order to provide emergency services to the development. The street layout was approved several years ago.

The Plan Zoning Commission recommended approval on August 11, 2016 with the condition that a landscape plan be submitted to the Council for part of their review prior to final adoption. There will be a public hearing held on August 22nd with the Council then followed by an additional three readings.

Background: The proposed addition will include assisted living units for independent residents and memory care units.

Budget Impact: None

Attachment: Glenwood Place PUD Amendment packet

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown
All-America City
2012

Rdev

ORDINANCE NO _____

AN ORDINANCE AMENDING THE MARSHALLTOWN ZONING ORDINANCE AMENDING THE GLENWOOD PLACE PLANNED UNIT DEVELOPMENT LOCATED AT 2907 S. 6TH STREET, MARSHALLTOWN

WHEREAS the Glenwood Place PUD was previously approved by the City Council; and

WHEREAS an amendment has been submitted to the Plan Zoning Commission requesting a change to allow an increase in density by adding a new building; and

WHEREAS the Plan Zoning Commission reviewed the request July 14, 2016, held a public hearing on August 11, 2016 and recommended approval to the City Council at their meeting on August 11, 2016 with the condition that a landscaping plan be submitted to the Council; and

WHEREAS the Council has fully examined the request and has found it to be in the best interests of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. The Glenwood Place PUD amendment has been reviewed and is in the best interest of the City.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers at 10 W. State Street, Marshalltown, Iowa at 5:30 P.M., local time on the 22nd day of August 2016 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Amendment to the Zoning Ordinance of the City of Marshalltown, Iowa has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

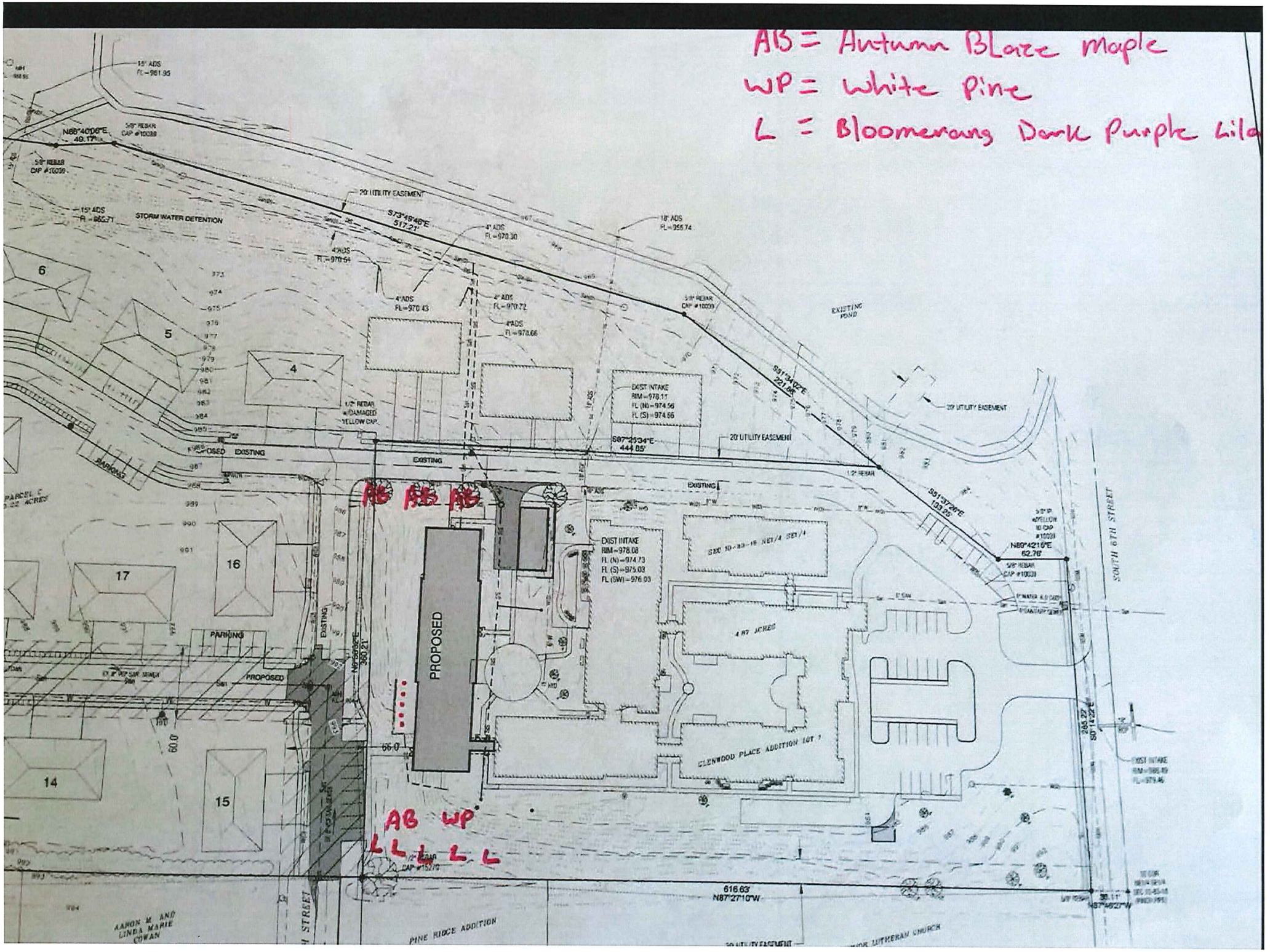
Passed this_____ day of _____, 2016, and signed this _____ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk


AB = Autumn Blaze Maple
WP = White Pine
L = Bloomerang Dark Purple Lila
PROPOSED
EXISTING
PARKING
EXIST INTAKE
STORM WATER DETENTION
20' UTILITY EASEMENT
SOUTH 6TH STREET
CLENWOOD PLACE ADDITION LOT 1
PINE RIDGE ADDITION
AARON M. AND LINDA MARIE COWAN
AB AB AB
AB WP
L L L L

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

September 6, 2016

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Proposed Three Year Storm Water Utility Rate Renewal and Increase

Policy Issue: Changes to City code require Council approval

Recommendation: Staff recommends approving the increase of stormwater rates as attached. The new rates will provide sufficient revenues for the stormwater utility to cover daily operations and capital improvement costs.

Background: The stormwater utility was last updated in March 2013. In 2012 Council directed staff to review the utility rates to ensure adequate revenues to cover operating costs.

Stanley Consultants has updated the results of the study prepared in 2013 to review the cost of service and rates needed to maintain a self supporting stormwater utility. This utility does not receive property tax revenues and relies solely on revenues specific to sewer activities.

Budget Impact: The proposed increase in rates will allow the utility to operate in a fiscally responsible manner.

Attachment:
1. Proposed rate increase table for residential and tiered rate properties
2. Operating results with proposed rates
3. Typical residential customer bills with rate increases
4. Comparison of proposed rates with other Iowa municipalities.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA BY AMENDING CITY CODE
SECTION 28-125 "RATE STRUCTURE AND STORM WATER RATE"

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 28-125 and enacting the following as a substitute:

Sec. 28-125. Rate Structure and Storm Water Rate.

Any property, lot, parcel of land, building or premises that is tributary directly or indirectly to the storm water system of the city, shall be subject to a rate based upon the quantity of impervious area situated thereon. This charge is not related to the water and/or sewer service and does not rely on occupancy of the premises to be in effect. All properties having impervious area of at least 150 square feet within the corporate limits of the City of Marshalltown will be assigned the rate.

Establishment of Storm Water Utility Rate

a) The storm water utility rate for single-family residential properties with gross area less than or equal to 2 acres shall be based on the following schedule:

Fiscal Year 2016-2017 = $4.90/month
Fiscal Year 2017-2018 = $5.63/month
Fiscal Year 2018-2019 = $6.48/month

b) The storm water utility rate structure for nonresidential properties shall be a tiered rate structure utilizing ranges of impervious area. All properties shall pay the rate for the tier that their measured impervious area falls within. The tiered rates are based the following schedule:

Tier	Property Impervious Area	FY 2016-2017	FY 2017-2018 Rate/Month	FY2018-2019
1	150 - 10,000 ft^2	$12.62	$14.57	$16.68
2	10,000.1 - 50,000 ft^2	$25.23	$29.02	$33.07
3	50,000.1 - 100,000 ft^2	$50.46	$58.03	$66.74
4	100,000.1 - 250,000 ft^2	$100.92	$116.06	$133.47
5	250,000.1 - 500,000 ft^2	$201.85	$232.13	$266.94
6	500,000.1 - 1,000,000 ft^2	$403.70	$464.25	$533.89
7	1,000,000.1 - Max	$807.39	$928.50	$1,067.78

The impervious area on each property shall be determined by the storm water utility.

c) The rates shall become effective on the first day of July in each year, with the exception for fiscal year 2016-2017, with rates being effective upon publication of the ordinance as required by law.

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this __ day of _____, 2016, and signed this ___ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Table D1
Proposed Rates
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

	Description		Present 2016	Proposed 2017	Proposed 2018	Proposed 2019	Multiplier
			Fiscal Year Ending June 30				
1.1	Unit Rates						
1.1.1	Residential Rate (< 2 acres)	per Parcel/month	$4.26	$4.90	$5.63	$6.48	
1.1.2	Tiered Rates						
1.1.2.1	150 - 10,000 sq ft	per Parcel/month	$10.97	$12.62	$14.51	$16.68	1
1.1.2.2	10,000.1 - 50,000 sq ft	per Parcel/month	$21.94	$25.23	$29.02	$33.37	2
1.1.2.3	50,000.1 - 100,000 sq ft	per Parcel/month	$43.88	$50.46	$58.03	$66.74	4
1.1.2.4	100,000.1 - 250,000 sq ft	per Parcel/month	$87.76	$100.92	$116.06	$133.47	8
1.1.2.5	250,000.1 - 500,000 sq ft	per Parcel/month	$175.52	$201.85	$232.13	$266.94	16
1.1.2.6	500,000.1 - 1,000,000 sq ft	per Parcel/month	$351.04	$403.70	$464.25	$533.89	32
1.1.2.7	1,000,000.1 sq ft - Max	per Parcel/month	$702.08	$807.39	$928.50	$1,067.78	64

Notes (1)
(2)
(3)
(4)
(5)

Table D2
Revenues From Proposed Rates
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

	Description	Actual 2014	Actual 2015	Budget 2016	Requested Budget 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021
		Fiscal Year Ending June 30							
2.1	Storm Water Charges Revenue								
2.1.1	Residential Billing Units				$468,439	$538,705	$619,510	$619,510	$619,510
2.1.2	Other Billing Units				$590,430	$678,994	$780,843	$780,843	$780,843
2.1.3	Total Revenue	$619,157	$744,695	$850,000	$1,058,869	$1,217,699	$1,400,354	$1,400,354	$1,400,354

Notes (1)
(2)
(3)
(4)
(5)

Table D3
Operating Results With Proposed Rates
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

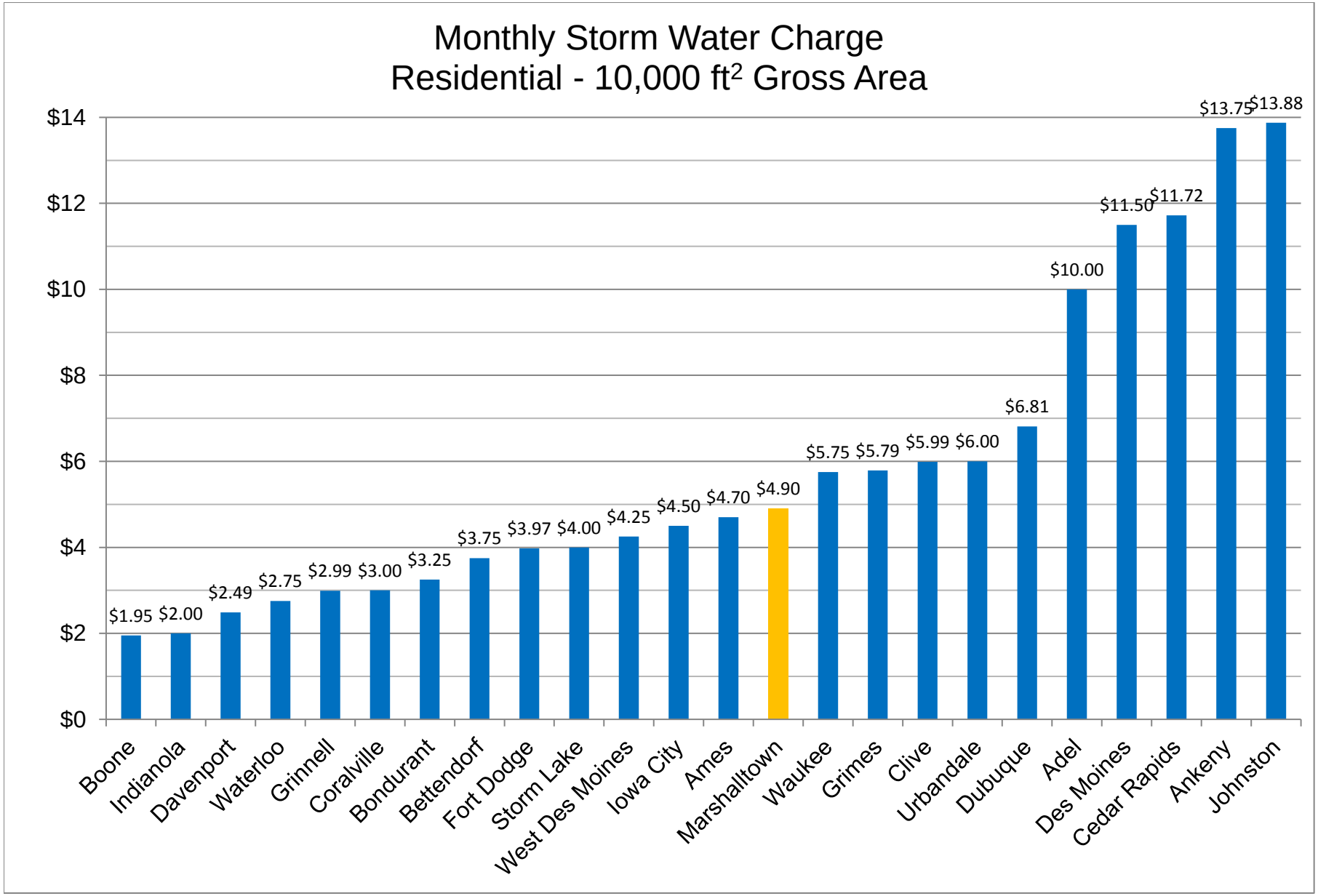
	Description	Actual 2014	Actual 2015	Budget 2016	Requested Budget 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021
		Fiscal Year Ending June 30							
3.1	Billing Quantities								
3.1.1	Residential Billing Units				7,968	7,968	7,968	7,968	7,968
3.1.2	Other Billing Units				3,900	3,900	3,900	3,900	3,900
3.2	Revenues								
3.2.1	Storm Water Charges	$619,157	$0	$0	$1,058,869	$1,217,699	$1,400,354	$1,400,354	$1,400,354
3.2.2	Other Revenues	$39,761	$3,289	$3,832	($7,000)	$3,000	$3,000	$3,000	$3,000
3.2.3	Total Revenues	$658,918	$3,289	$3,832	$1,051,869	$1,220,699	$1,403,354	$1,403,354	$1,403,354
3.3	Operating Expenses	$469,829	$371,892	$261,380	$726,837	$784,628	$801,994	$819,793	$838,038
3.4	Capital Financing								
3.4.1	Debt Service	$0	$0	$0	$459,289	$495,373	$579,460	$578,685	$576,685
3.4.2	Other Disbursements	$0	$0	$147,600	$287,200	$301,000	$57,800	$105,000	$175,000
3.4.3	Total Capital Financing	$0	$0	$147,600	$746,489	$796,373	$637,260	$683,685	$751,685
3.5	Total Expenditures	$469,829	$371,892	$408,980	$1,473,326	$1,581,000	$1,439,254	$1,503,478	$1,589,723
3.6	Cash Balance (Deficit)								
3.6.1	Net Revenue [3]			($405,148)	($421,457)	($360,301)	($35,900)	($100,125)	($186,369)
3.6.2	Reserve			$0	$0	$0	$0	$0	$0
3.7	Ending Fund Balance [2, 3]				$997,566	$637,265	$601,365	$501,241	$314,871

Notes (1) Revenues - Expenses
(2) Fund Balance goal is $500,000
(3) 2017 balance is as of April 30, 2017
(4)
(5)

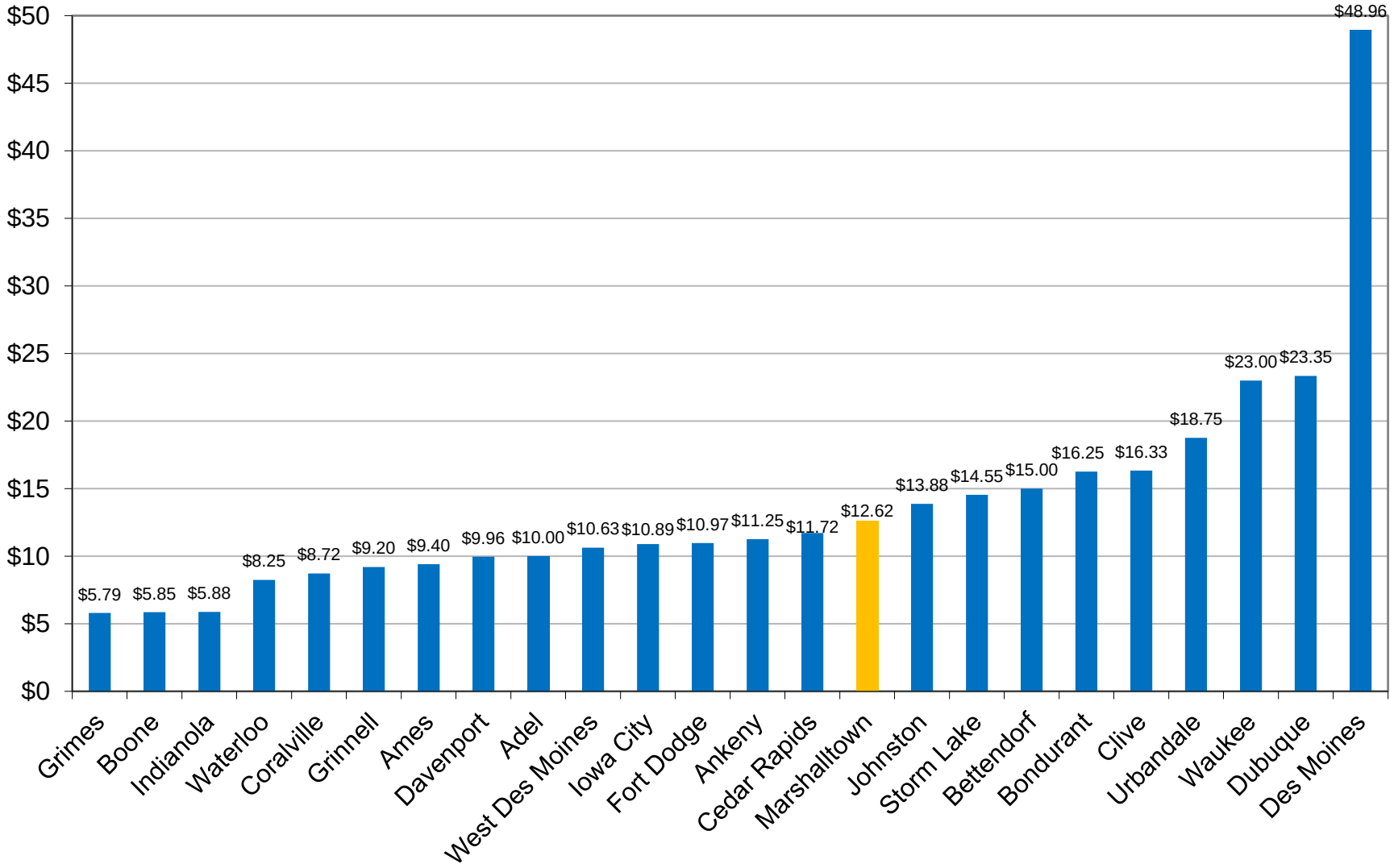
Table D4
Typical Customer Bills
Storm Water Rate Study
City of Marshalltown, Iowa
September 2016

	Description		Present 2016	Budget 2017	Change $	Projected 2018	Change $	Projected 2019	Change $
4.1	Unit Rates								
4.1.1	Residential Rate (< 2 acres)	per Parcel/month	$4.26	$4.90	$0.64	$5.63	$0.73	$6.48	$0.85
4.1.2	Tiered Rates								
4.1.2.1	150 - 10,000 sq ft	per Parcel/month	$10.97	$12.62	$1.65	$14.51	$1.89	$16.68	$2.18
4.1.2.2	10,000.1 - 50,000 sq ft	per Parcel/month	$21.94	$25.23	$3.29	$29.02	$3.78	$33.37	$4.35
4.1.2.3	50,000.1 - 100,000 sq ft	per Parcel/month	$43.88	$50.46	$6.58	$58.03	$7.57	$66.74	$8.70
4.1.2.4	100,000.1 - 250,000 sq ft	per Parcel/month	$87.76	$100.92	$13.16	$116.06	$15.14	$133.47	$17.41
4.1.2.5	250,000.1 - 500,000 sq ft	per Parcel/month	$175.52	$201.85	$26.33	$232.13	$30.28	$266.94	$34.82
4.1.2.6	500,000.1 - 1,000,000 sq ft	per Parcel/month	$351.04	$403.70	$52.66	$464.25	$60.55	$533.89	$69.64
4.1.2.7	1,000,000.1 sq ft - Max	per Parcel/month	$702.08	$807.39	$105.31	$928.50	$121.11	$1,067.78	$139.28

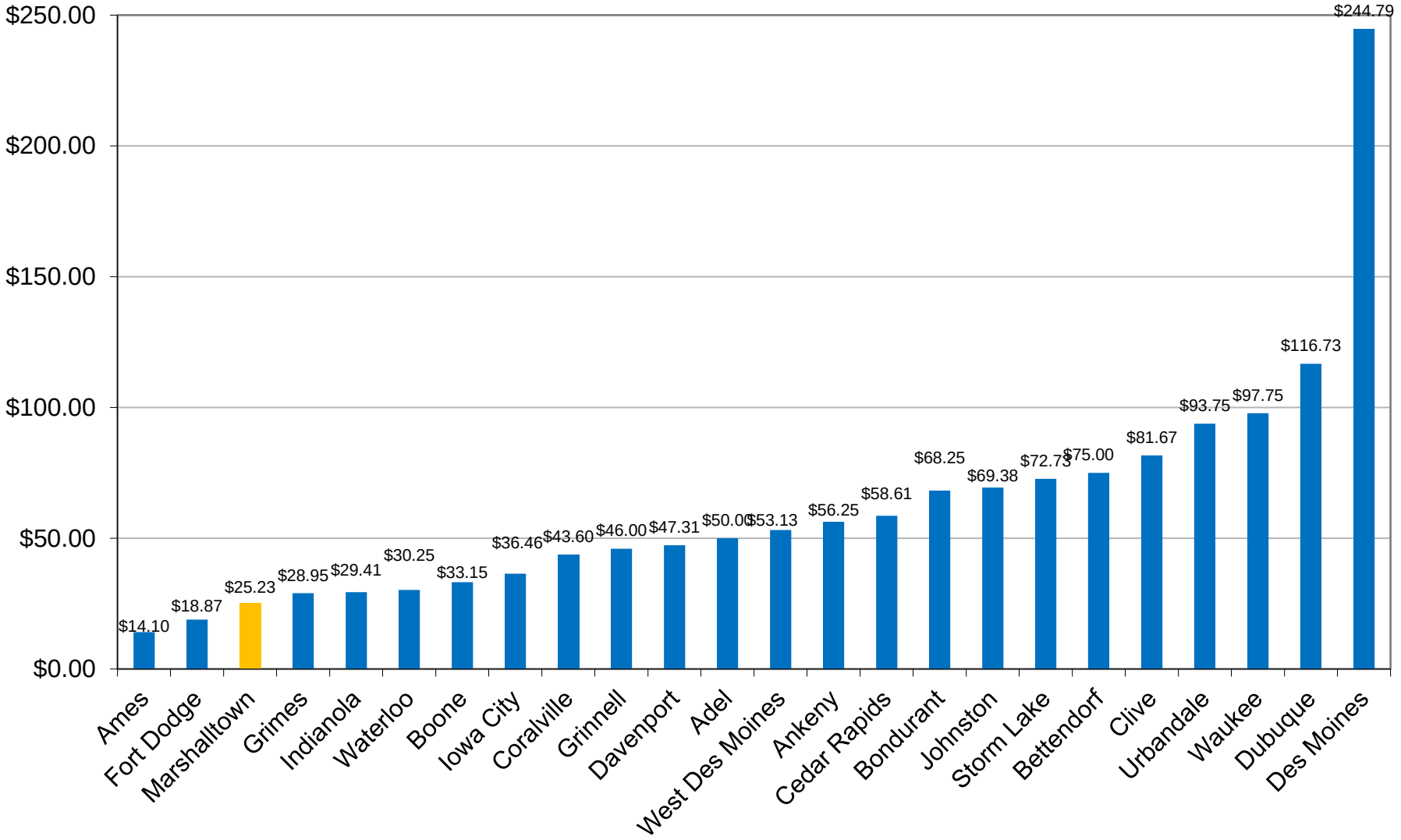
Notes (1)
(2)
(3)
(4)
(5)


Monthly Storm Water Charge
Residential - 10,000 ft2 Gross Area
$14
$12
$10
$8
$6
$4
$2
$0
$1.95
$2.00
$2.49
$2.75
$2.99
$3.00
$3.25
$3.75
$3.97
$4.00
$4.25
$4.50
$4.70
$4.90
$5.75
$5.79
$5.99
$6.00
$6.81
$10.00
$11.50
$11.72
$13.75
$13.88
Boone
Indianola
Davenport
Waterloo
Grinnell
Coralville
Bondurant
Bettendorf
Fort Dodge
Storm Lake
West Des Moines
Iowa City
Ames
Marshalltown
Waukee
Grimes
Clive
Urbandale
Dubuque
Adel
Des Moines
Cedar Rapids
Ankeny
Johnston

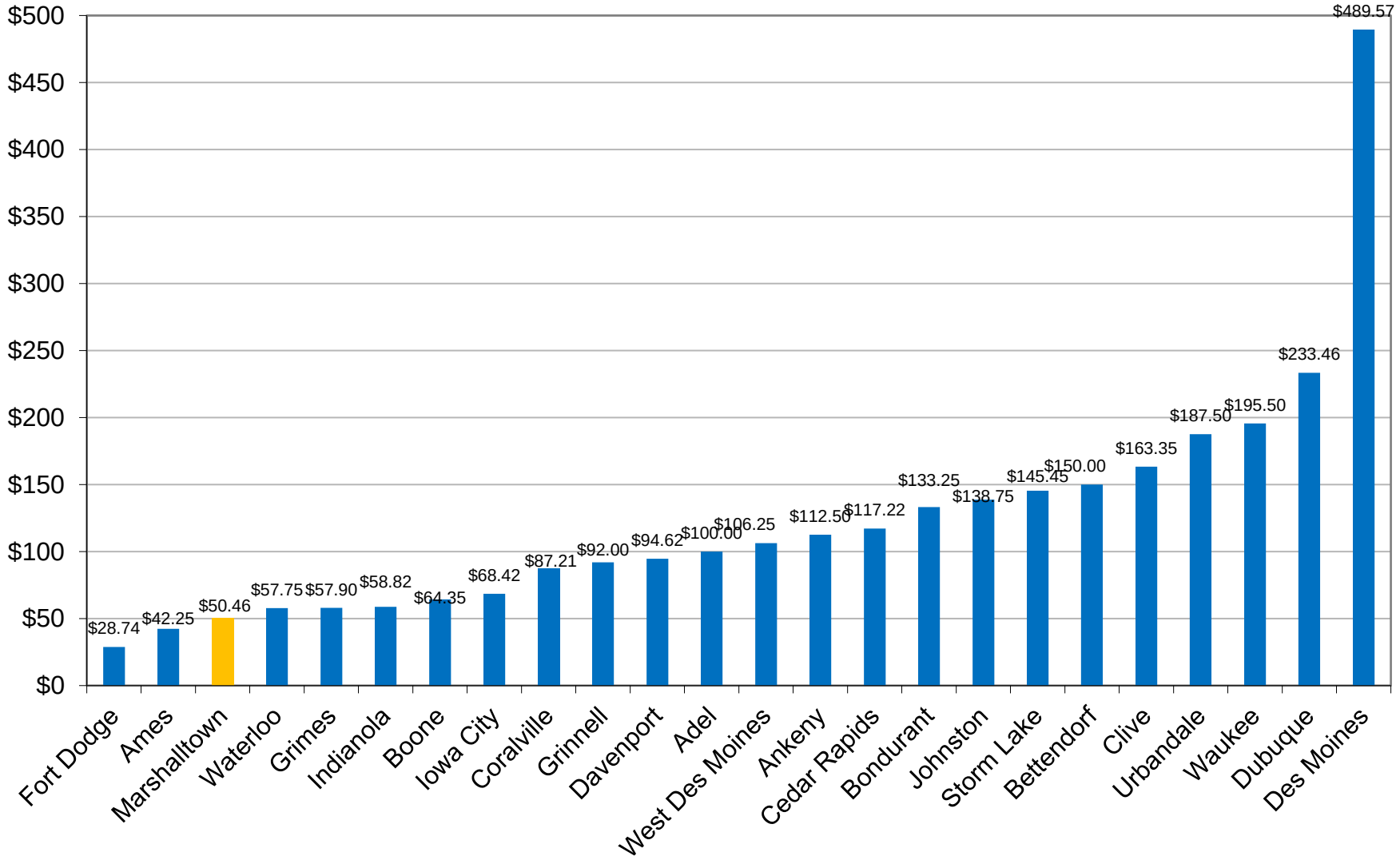
Monthly Storm Water Charge
Non-Residential - 10,000 ft^2 Impervious Area



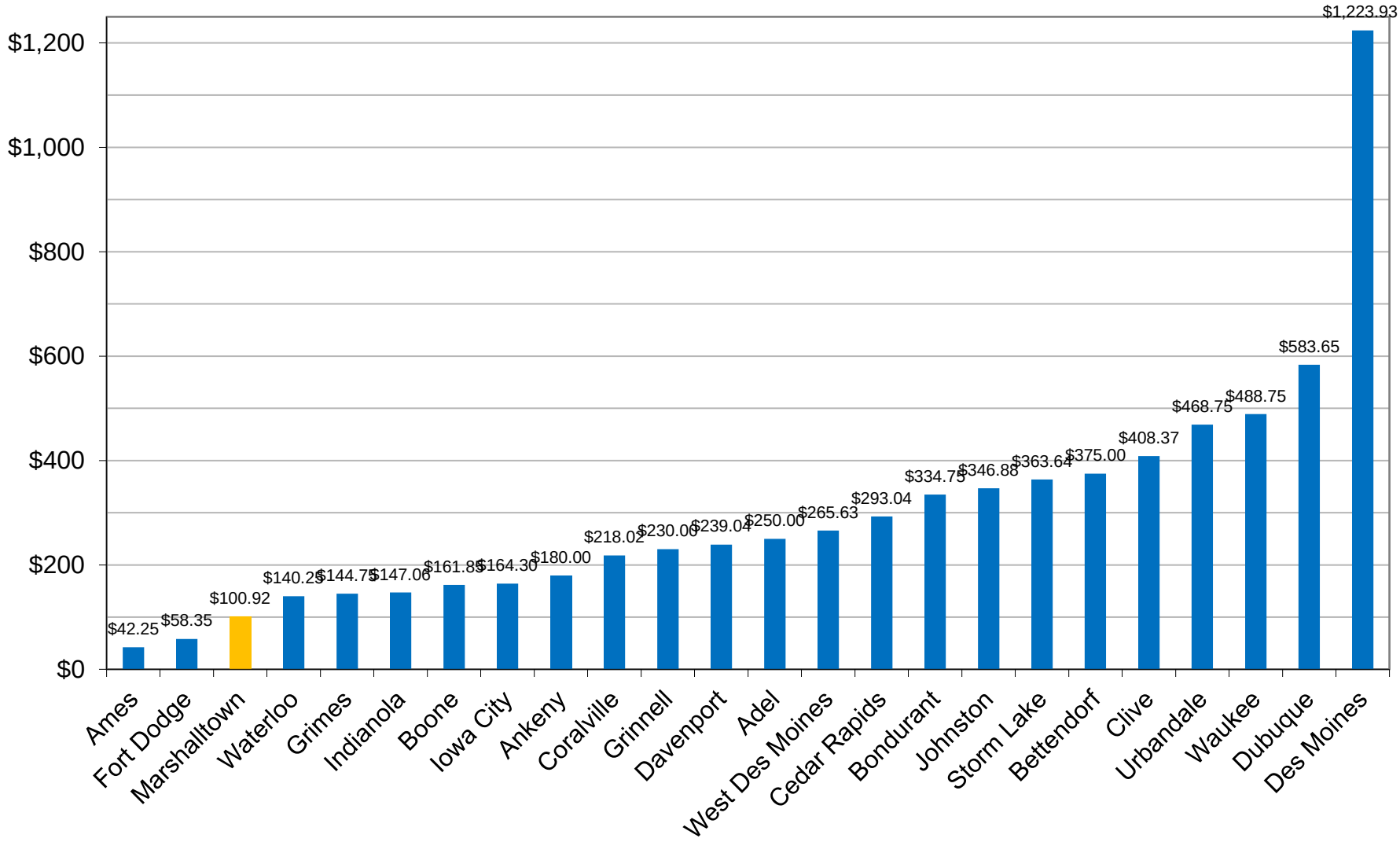
Monthly Storm Water Charge
Non-Residential - 50,000 ft^2 Impervious Area



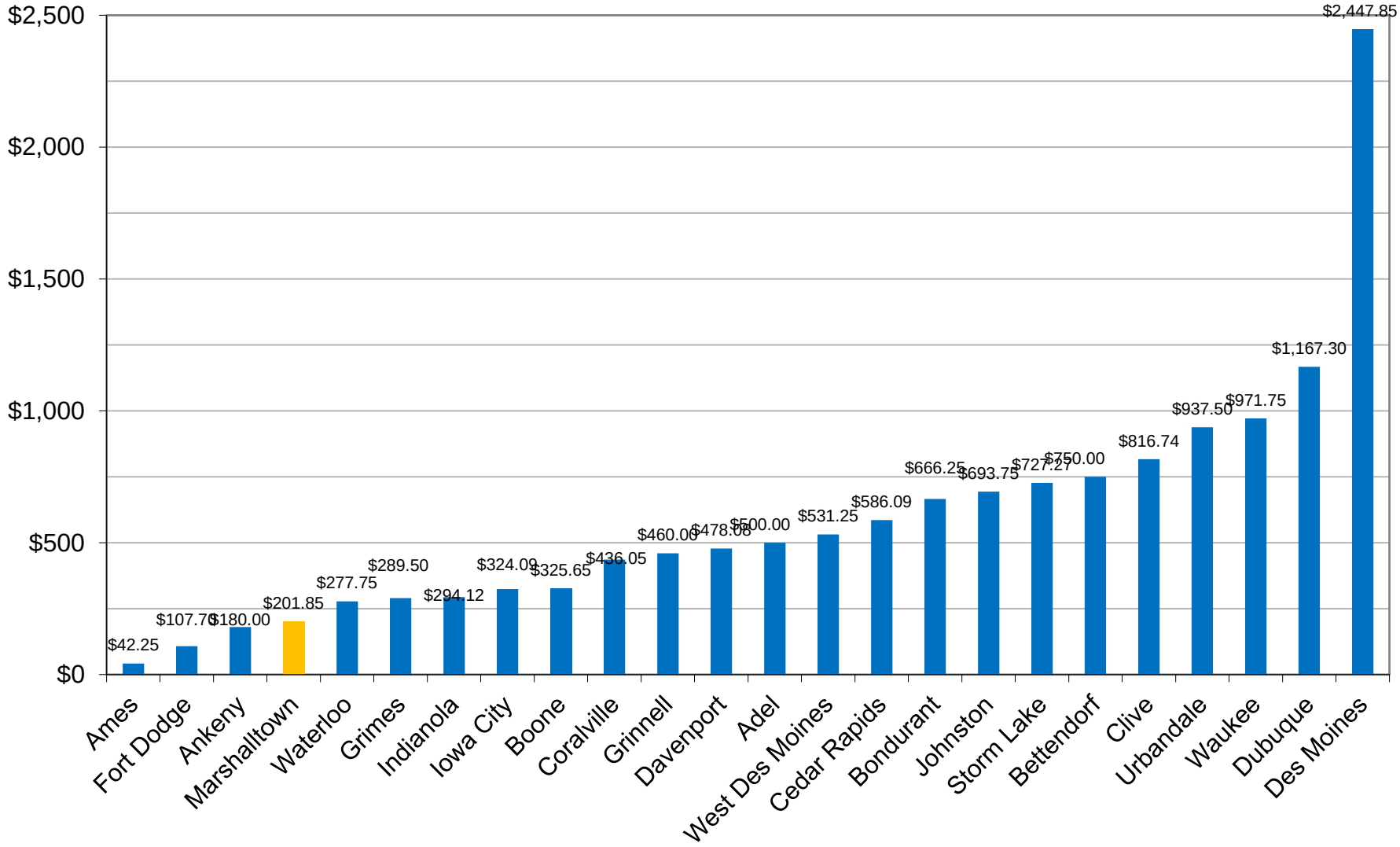
Monthly Storm Water Charge
Non-Residential - 100,000 ft^2 Impervious Area



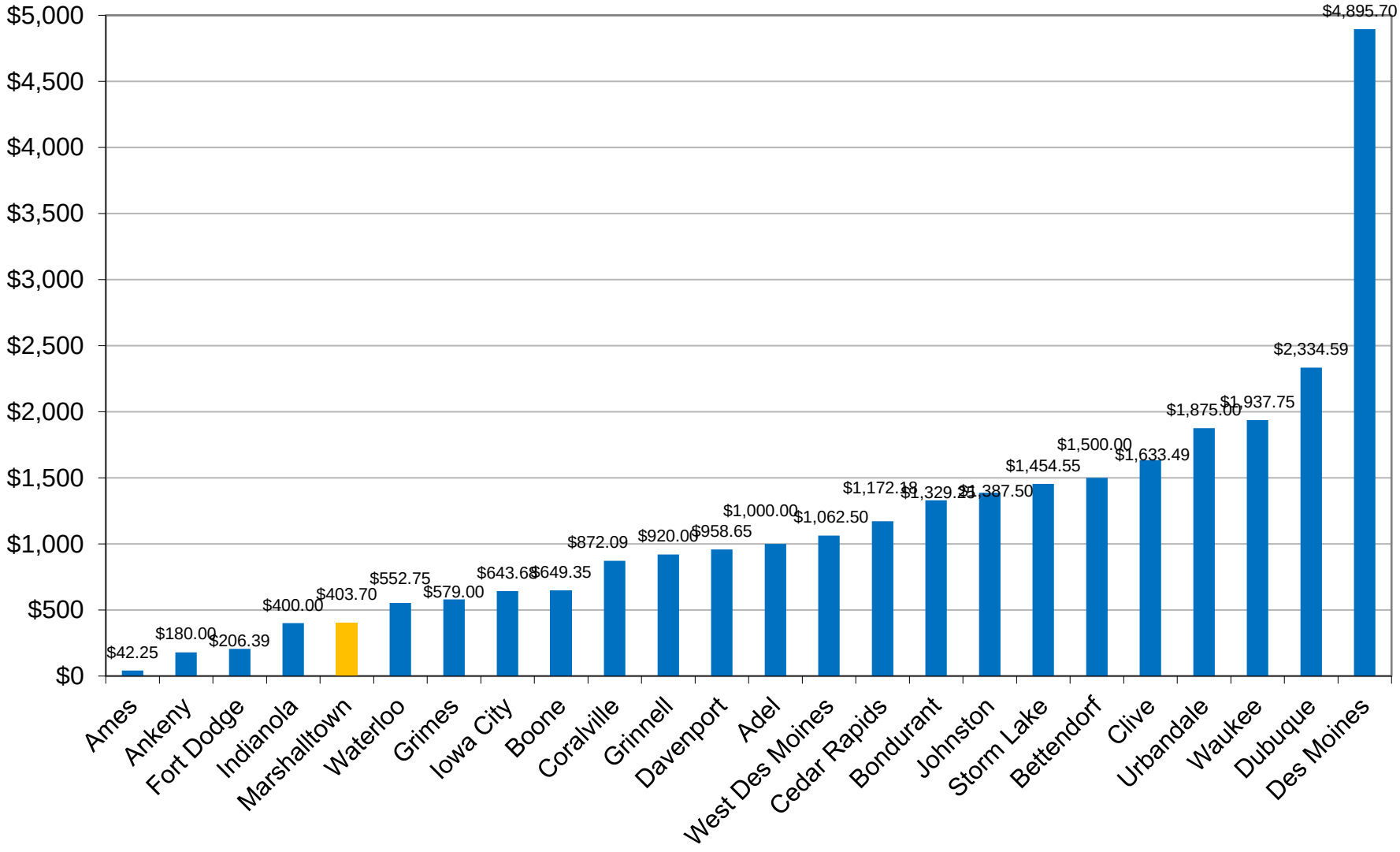
Monthly Storm Water Charge
Non-Residential - 250,000 ft^2 Impervious Area



Monthly Storm Water Charge
Non-Residential - 500,000 ft^2 Impervious Area



Monthly Storm Water Charge
Non-Residential - 1,000,000 ft^2 Impervious Area



ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE MARSHALLTOWN URBAN RENEWAL AREA NO. 5, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

BE IT ENACTED by the Council of the City of Marshalltown, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Marshalltown Urban Renewal Area No. 5 of the City of Marshalltown, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"City" shall mean the City of Marshalltown, Iowa.

"County" shall mean Marshall County, Iowa.

"Urban Renewal Area" shall mean the taxable property included in the Marshalltown Urban Renewal Area No. 5 of the City of Marshalltown, Iowa, the description of which taxable property is set out below, approved by the City Council by resolution adopted on September 12, 2016:

PARCEL "B" LOCATED ENTIRELY WITHIN PARCEL "A" IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 83 NORTH ,RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.
FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, ALSO BEING THE NORTHWEST CORNER OF PARCEL "A" AS RECORDED ON INSTRUMENT #9903778 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N88°11'08"E 50.00' ALONG THE NORTH LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, N88°11'08"E 940.00' CONTINUING ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S1°09'38"W 705.00' ALONG THE EAST LINE OF SAID PARCEL "A"; THENCE, S88°11'08"W 940.00'; THENCE, N1°09'38"E 705.00' TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 15.19 ACRES INCLUDING 0.71 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

Approved this ____ day of _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

2016 Projects Construction Update

66013008 SE South Street Extension (491750) (TIG Development)

Project complete
Contractor: Con-Struct Inc. (Marshalltown, IA)
Contract Amount: $663,261.00

76015005 Oil Mix Streets Overlay Project - G.O. Bond

Project complete
Contractor: OMG Midwest dba Cessford Construction Co. (LeGrand, IA)
Contract Amount: $425,460.00

76015008 STP (617) E Main St Mill & Overlay

Anticipated start date September 19, 2016. Late start date 10/3/2016
Contractor: Manatt's Inc. (Brooklyn, IA)
Contract Amount: $512,125.85 (IDOT 80/20 Agreement)

76015009 STP (619) S 18th Ave Concrete Repair

Work began on August 22, 2016. Work began at the North end (E Main St.)
Contractor: Midwest Contractor's, Inc. (Cedar Falls, IA)
Contract Amount: $751,898.00 (IDOT 80/20 Agreement)

76015010 STP (618) Iowa Ave East Mill & Overlay

Anticipated start date September 26, 2016.
Contractor: OMG Midwest dba Cessford Construction Co. (LeGrand, IA)
Contract Amount: $421,764.05 (IDOT 80/20 Agreement)

76016004 2016 Mill & Overlay - GO Bond

Work began on August 24, 2016.
Contractor: OMG Midwest dba Cessford Construction Co. (LeGrand, IA)
Contract Amount: $675,456.50

76016005 2016 Craig Circle Rebuild Project - GO Bond

Project complete
Contractor: Con-Struct Inc. (Marshalltown, IA)
Contract Amount: $286,762.00

76016006 2016 PCC Patch Repair - GO Bond

Project complete
Contractor: Brycon LLC (Marshalltown, IA)
Contract Amount: $209,168.00

76016007 2016 Asphalt Crack Seal - GO Bond

Contract completion date September 30, 2016.
Contractor: Denco Highway Construction Corporation (Mingo, IA)
Contract Amount: $246,669.00

76016008 2016 PCC Crack & Joint Seal - GO Bond

Project complete
Contractor: Denco Highway Construction Corporation (Mingo, IA)
Contract Amount: $133,200.00

29108009 Ingledue Storm Sewer Rehab

Contractor: Vieth Construction Company
Contract Amount: $1,138,881.00
Contract Completion date: September 30, 2016