

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[BILL LIST.PDF](#)
[PACKET.PDF](#)



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

June 12, 2017, 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, Kester, Lamer, Martin, 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 May 22, 2017, and special meeting Minutes of May 24, 2017.
2. Approve Bill List in the amount of \$6,890,203.96.
3. Resolution 2017-124 Approving Renewal Contract with the Iowa Department of Transportation for Roadway Maintenance Services at the Iowa Veterans Home pursuant to Chapter 28E.12 of the Iowa Code, through 6/30/2018.
4. Resolution 2017-125 Approving Renewal Contract with the Iowa Department of Transportation for Roadway Maintenance Services at Iowa Highway 14 from Iowa Avenue to Woodland Street pursuant to Chapter 28E.12 of the Iowa Code, through 6/30/2018.
5. Resolution 2017-126 Amending the Fiscal Year 2017-2021 Capital Improvement Plan to move the \$65,000 Expenditure Budgeted for FY2017 to FY2018 for the West End Tennis Courts Project.
6. Resolution 2017-127 Approving CenturyLink as the phone provider for a Voice Over Internet Protocol Phone System.
7. Approve Liquor License Renewals: Calvin Rockett Bar & Grill, Center Street Station, Central Iowa Fair, El Portal, Git N Go Store #34, Git N Go Store #35, Impala Ballroom, Jake's Game Room, Midnight Ballroom.

(end of consent agenda items)

REPORTS:

8. Director Jenny Etter, Marshalltown Central Business District – update

MOTIONS:

9. Approve Cigarette Permit Renewals:

7 Rayos Liquor Store	120 E Main St
Big Kmart (#7583)	1720 S Center St
Casey's - E Main #3228	916 E Main St
Casey's - Iowa Ave #3508	108 Iowa Avenue W
Casey's - N 3rd Ave #1303	111 North 3rd Ave
Casey's - S 12th Ave #1441	1402 S 12th Ave
Casey's - W Lincoln Way #1564	1009 W Lincoln Way
Dollar General Store #2019	408 S 9th St
Dollar General Store #4206	2413 S Center St
East Side Liquor and Groceries	1116 E Nevada St

Express Mart	229 N 13th St
FA786 INC	114 N CENTER ST
Family Dollar Stores	327 S 3rd Ave
Fareway Stores, Inc. #467	102 W Anson St
Food & Gas Mart	613 N 3rd Ave
Git-N-Go Stores #34	3302 S Center St
Git-N-Go Stores #35	902 W Lincoln Way
Goldenland, Inc.	31 N Center St
Hy-Vee Drugstore	1706 S Center St
Hy-Vee Food & Drugstore	802 S Center St
Hy-Vee Gas	808 S Center St

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IN & OUT BP TRAVEL PLAZA	1701 IOWA AVE E
Iowa Veterans Home Canteen	1301 Summit St
Jiffy Convenience Stores	111 S 3rd Ave
Kwik Star #394 - S Center St	2500 S Center St
Kwik Star #607 - S 6th St	814 S 6th St

Kwik Star #706 - S 3rd Ave	810 S 3rd Ave
LIBERTY GIFTS	2500 S CENTER ST #1450
Vaughn's Pub	22 N 1st Ave
Walgreens #03196	5 E Anson St
Wal-Mart Supercenter #581	2802 S Center St
ZAR INC	114 N CENTER ST

10. New Liquor Licenses:

- a) Class C Liquor, JB Bar, 915 Turner Street
- b) Class B Beer (includes Wine Coolers) El Guanaco Restaurant, 114 W Main Street
- c) Class C Beer – old Medicap store – application in progress.

RESOLUTIONS:

11. Resolution 2017-128 Approving an Agreement for Professional Services with Bolton & Menk, Inc., for High Street Drainage Improvements, not to exceed \$67,300.
12. Resolution 2017-129 Appointing City Representative to City Development Board. Resolution Appointing a Qualified Elector as a Local representative for the City of Marshalltown, Iowa, to serve on the Special City Development Committee on a Proposed Severance Issue Known as “Case No.: A17-02, Involuntary Severance from the City of Marshalltown.”

PUBLIC HEARING (continued from 5/8/2017)

13. (tabled) Resolution 2017-123 Adopting Tentative Resolution 2017-092 providing for the conveyance of property to Wrights Jasper Developments III LLC.

ORDINANCES:

14. Ordinance #14963 Approving Changes to the Marshalltown Zoning Ordinance of 2010 Map by rezoning properties to CC, Community Commercial District in the Area of the New Police and Fire Department Facility, second reading.

DISCUSSION:

Police and Fire Building Update / Bidding

PUBLIC COMMENT:

CLOSED SESSION:

A) 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; and

B) Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011). The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017.

ADJOURNMENT:

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Advertising

Great.Wstrn.Bnk/4	458.00
T-R/6	612.77

Contracts

Aramark.Unfrm/6	59.06
ARL/1	4,166.63
BDH/8	6,435.70
Biblioteca.LLC/1	5,181.76
Boland.Recreati/2	85,949.00
CBD/1	12,000.00
CINTAS.Safety/1	79.35
Country.View.La/1	1,929.00
Dave.WrightCDRJ/2	58,780.00
Fisher.Comm.Ctr/1	6,396.74
Frontier.Tech/1	5,199.00
Great.Wstrn.Bnk/2	452.00
Happy.Softw/1	1,584.00
Ia.Clerk.Court/1	1,000.00
Ia.Dept.Justice/1	29.20
Ia.Hometown.Sec/7	1,323.75
Marsh.Co.Landfi/1	44.00
Marshall.Co. Em/1	2,395.17
Marshall.Co.Att/1	29.20
MMIT.INC/2	81.98
Northstar.Mgmt/2	3,135.00
O.C.L.C.Inc/1	859.72
ONSITE.INFO.DES/3	120.00
Premier.Equip/9	338.63
Push.Pedal.Pull/4	322.00
Region.Six/1	1,282.00
RICOH.USA.INC/4	104.76
Schendel.Pest.C/3	87.50
Schumacher.Elev/3	595.17
Servicemaster/2	2,772.00
Sirsidynix/1	7,220.00
Stone.Sanit/9	2,655.45
Unique.Mgmt.Svc/1	143.20
Xerox.Corp/3	75.62
YMCA.YWCA/1	25,000.00

Debt Service

Bankers.Trust/44	5,327,305.55
CRBT/2	8,707.57

Library Books

Baker.Taylor/46	1,948.28
Baker.Taylor.En/4	685.85
BRODART.CO/14	2,278.23
Cengage.Learng/8	509.21
Classroom.Lib/1	149.92
Diamond.Lake/1	50.85
Great.Wstrn.Bnk/74	2,858.57
Junior.Library/1	899.70
Laville,J/2	25.94
MicroMarketing./15	1,565.91
Motion.Picture./1	193.80
OVERDRIVE,INC./5	899.25

Pioneer.Comm/1	23.45
RECORDED.BOOKS/8	645.08
Medical	
Bernie.Lowe/4	1,624.43
Great.Wstrn.Bnk/1	32.60
HARTFORD.ACCTS/1	6,619.87
Medtrak.Service/2	801.83
Prochaska.Assoc/2	140,887.42
Sheakley.HR/1	351.44
Stanley.Consult/1	5,050.00
Telvent.DTN/1	504.00
Wellmark.Inc./6	199,769.58
Payroll.Deductions	
American.Educa./1	64.41
AXA/2	450.00
Carpenter.Unfrm/1	70.00
Collection.Svs./6	1,884.35
Colonial.Life/1	397.02
Fidelity.Securi/2	377.00
Galls.LLC/1	36.00
Great.Wstrn.Bnk/1	31.81
I.P.E.R.S./9	66,531.50
I.R.S./6	82,743.65
IA.Treasurer/6	30,070.00
ICMA.457/11	9,196.41
IUPAT.PPME/1	891.48
M.F.P.R.S.I./4	114,461.34
Meskwaki Nation/1	387.46
Mtn.Wtrwrks/1	140.96
Petty.Cash/2	600.00
Teamsters238/2	2,135.52
Texas.Child.Sup/2	278.42
TotalAdmin.Serv/5	7,510.96
Payroll.Net	
Payroll/1	258,802.58
Refunds	
Diggins,R/1	36.76
Dunn,M/1	38.97
Gomez,T/1	39.00
Hill,J/1	47.02
Ladehoff,D/1	29.22
Miller,C/1	33.91
Rankin,C/1	55.95
Warnell-Sanford/1	19.43
Wellmark.Inc./1	(0.82)
Reimbursements	
Baker.Taylor/1	13.77
BRODART.CO/1	34.92
Cengage.Learng/2	68.78
GOODING.B/1	765.78
Great.Wstrn.Bnk/2	25.77
Hartford.Librar/1	36.00
IA.Treasurer/3	2,177.00
Rents/Leases	
ABC.Rentals/2	588.00

Ackley.Housing/9	1,249.00
ALL.AMER.PROP/14	4,378.00
Altar.Proprty/1	370.00
AMES,STEVEN/2	315.00
Ames.Rental.Prp/2	298.00
ARGUS.WOOKIE/1	283.00
Arlington.Inv/5	1,782.00
ARMSTRONG,B/1	206.00
B.B.Rentals/2	567.00
Bahr,L/1	478.00
BLOOD,A/2	346.00
Bluffwood.Partn/2	1,063.00
BOULDER.COOP.HS/2	402.00
BOWMAN,B/1	222.00
BOWN,C/1	271.00
BROWN,B/2	396.00
Bryngelson.Corp/1	410.00
C.I.R.S.I./6	657.00
CLAWSON,J/1	245.00
CMHC.INVEST/1	334.00
Crestview.Apt/25	6,267.00
CROSSER,D/1	363.00
D.D.Rentals/2	375.00
DELGADILLO,L/1	453.00
ECKLOR,S/4	944.00
Elwayne.Inc./1	148.00
EUBANKS,C/1	230.00
F.C.Rentals.LLC/2	511.00
Farrell.Proper/6	1,303.00
FISCHELS,R/3	577.00
Frese.Propts/1	550.00
FRIEND,T/1	236.00
Friendly.Apts/4	600.00
Garwin.Trust/1	83.00
Gladbrook.Hsg/1	183.00
Glenda.Drive.LL/11	3,768.00
Grant.Park.LLC/20	4,314.00
Hala.Ventures/3	812.00
HANSEN,J/1	253.00
HANSEN,R/1	157.00
HARRIS,T/1	324.00
HATCH,J/3	1,094.00
HAVELKA,W/1	500.00
Hilltop.Village/10	1,754.00
HOBSON,W/1	207.00
HOWARD,J/1	176.00
Hsg.Auth.CookCo/1	736.00
HUBBARD.MAPLE/5	767.00
Irvine,S/3	789.00
JARED,S/3	595.00
JASPERS,M/1	128.00
JB.I.COOP.Assn/5	1,440.00
JN.Home.Rentals/1	386.00
Kramer,M/1	349.00
LAWSON,R/2	306.00

Lawthers.Prop.M/2	970.00
LUENSE,B/6	2,318.00
MANNSON.PROP/1	252.00
MARION.MANOR/1	246.00
Marion.Manor.II/1	411.00
Marshalltown.Sr/9	1,852.00
MATNEY,L/1	238.00
MI.STATE.HSG/1	486.00
MtownWesttownLLP/15	3,089.00
Mtwn.Sundance/4	1,063.00
MURPHY,M/1	159.00
NAUGHTON,R/1	765.00
North.Tama.Hsg/3	425.00
OETKER,D/3	577.00
OLMSTEAD,T/1	900.00
Palisade.Holdng/1	79.00
Park.Elms,LLC/5	1,037.00
PATTERSON,T/2	316.00
Pinecrest.Park/1	141.00
Prairie.Home.Pp/1	261.00
PYLE,D/1	231.00
R.E.P.Corp/2	525.00
RA.Rental/2	712.00
REID,M/1	129.00
REM.Homes/1	507.00
River.Birch/9	3,547.00
River.Oaks/12	3,744.00
S.E.Invst/1	206.00
Sands.Time.LLC/1	250.00
SCENIC.CITY/1	199.00
SCHMIDT,M/3	833.00
SCHULER-VANLANG/1	231.00
SCOTT,L/1	356.00
SESKER,R/2	622.00
SMITH,N/3	528.00
SNYDER,R/1	518.00
SPECHT,G/1	393.00
STEELSMITH,INV/5	1,136.00
Stichter.Constr/1	139.00
Sunrise.Apt/2	142.00
Superior.Rental/5	2,078.00
SWITZER RENTAL/2	262.00
Tallcorn.Tower/16	4,881.00
TAYLOR,M/1	216.00
TOWN.APARTMENT/6	769.00
TR.Homes/1	450.00
TREVRON,LLC/1	310.00
TT.C.Coop.Hsg/3	817.00
VEST,L/2	253.00
VILLAGE.PARK/1	403.00
WARREN,C/1	226.00
WB.REALESTATE/1	188.00
WEATHERLY,PROP/1	418.00
WEICHERS,B/1	280.00
WEIDNER,R/1	227.00

WIEBENSOHN,L/1	106.00
WIND-HUSAK,D/1	399.00
Service/Repairs	
Aerator.Solutn/1	4,170.00
AHLERS.COONEY/1	79.50
ANDERSON,S/1	13.00
B&G.HVAC.INC/1	317.00
Background.Inv./5	155.35
BandG.Construct/10	9,625.00
BLACKSTOCK,S/1	43.00
Blank.Park.Zoo/1	425.88
Bob's.Lawn.Care/1	2,450.00
Carmer,D/1	12.00
CARRIGAN,K/1	37.00
Carter,G/1	9.00
Century.Link/23	250.52
Cummins.Cntrl.P/2	924.79
Dave.Wright.Bui/1	95.00
Daves.Crane/1	740.00
DeSautels,S/1	50.00
Devig.Srvcs/33	2,311.75
Dirt.to.Turf/3	1,260.00
DUNN,D/1	13.00
FEAGAN,C/1	60.00
FedEx/2	114.33
Fex.Steve.Ltd/11	8,450.00
Fox.Engrg.Assc/3	19,079.35
Gale-Hazen,E/1	120.00
Gale-Hazen,K/1	232.50
Gentry,S/38	27,830.00
Great.Wstrn.Bnk/42	3,890.04
Grimes.Buck.Sch/7	10,650.00
Grout.Museum/1	412.00
Hibbs,R/1	700.00
Home.Rental/2	175.00
HONEYCUTT,C/1	20.00
Hsg.Auth.CookCo/1	34.58
In.Stitches/1	9.00
Independent.Ins/1	5,000.00
Interst.Ind.Srv/1	836.00
Jimenez,B/1	350.00
Kapaun.Brown/1	661.00
Kinser,J/1	1,772.50
Kiwanis.PM/1	1,155.00
KROENER,L/1	50.00
Larrys.Ag/2	167.00
Lenovo/1	838.00
Lenz,L/3	230.00
LUAL,S/1	63.00
Lynch.Dallas.PC/2	434.00
M.Co.Recorder/7	69.00
Marsh.Co.Treas/1	111.38
Marshall.Glass/5	646.40
McAtee.Tire/3	85.50
MI.STATE.HSG/1	36.31

Mtwn.Wtrwrks/3	8,377.53
ONE.SOURCE/2	70.00
Overhead.Door/1	294.00
Racom.Corp/1	61.35
ROSENBLUM,S/1	400.00
S.S.Autobody/3	757.00
Schneider,M/1	520.00
Scott.Tent/8	4,213.00
Scroggins,J/1	69.00
Ship.Shape.Lawn/1	90.00
Snyder.Associat/2	4,633.44
Stone.Environme/1	1,100.00
Tom.Blake.Const/6	3,700.00
US CELLULAR/6	273.93
US.Bank.Equipmt/1	346.48
Verizon.Wireles/5	352.21
VF.Services/19	12,875.00
Watchguard.Vide/1	744.00
Waterloo.Tent/1	10,395.11
Windstream/1	76.44
Wolfe.Clinic/1	35.00
WOOD,A/1	42.00

Supplies/Parts

Acco.Unlimited/2	4,333.71
All.Inclus.REC/1	1,234.00
Arnold.Motor.Su/14	585.29
Baker.Taylor/10	747.59
BDH/11	15,272.42
Bens.Tire/2	1,320.00
Bituminous.Mat/4	2,744.32
Bohl,P/1	29.93
BookPage/1	324.00
Bound.Tree.Medi/2	277.79
California.Cntr/1	119.80
Campbell,B/1	54.70
Carpenter.Unfrm/3	948.03
Cessford.Constr/5	2,416.31
City.Laundering/10	559.50
CityDirectories/3	723.00
Clemons.Inc./1	336.75
Cntrl.IA.Distr/4	1,491.60
Cntrl.IA.Farm/2	26.88
Cntrl.Office/3	36.37
Concrete/5	1,193.51
Crop.Production/10	6,741.12
Cummins.Cntrl.P/2	(193.75)
Dave.Wright.Bui/4	316.17
Digital.Ally/1	34.00
Environ.Hazards/11	649.00
Fastenal.Co/5	293.15
Galls.LLC/4	268.92
Gervich.Sons/1	79.00
Gillig.LLC/1	245.00
Graphic.Impress/1	56.00
Great.Wstrn.Bnk/161	14,420.94

Hach.Co/2	498.12
Hillers,C/1	69.98
Hoglund.Bus/1	756.39
Home.Rental/6	1,246.90
Hotsy.Cleaning/1	4,725.00
IA.Prison.Ind/2	1,610.50
Independnt.Salt/1	2,147.68
Inland.Truck/1	1,354.84
Larrys.Ag/1	11.52
Lawson.Product/1	197.80
Mango.Languages/1	2,756.25
McMaster.Carr/1	311.26
Mead.OBrien/1	60.28
Meyer.Design/1	72.00
Mid.IA.Sales/1	132.40
Midland.Scienti/8	1,133.02
Midwest.Wheel/1	502.32
Minuteman/1	358.32
Municipal.Emerg/1	355.41
N.I.A.C.C./1	30.00
Napa.Auto/14	559.64
Northern.Lights/3	1,195.71
Norton.Greenhse/2	1,970.13
Oreilly.Automot/4	156.26
Outdoor.Recr/1	1,600.00
Parker.Signs/1	610.68
Plumb.Supply/2	558.93
Racom.Corp/2	483.00
RoseCity.Label/1	204.00
Sams.Club/1	139.58
Siegert,B/2	91.89
Sign.Creations/1	31.00
Steiner,D/1	235.00
Streichers.Inc/1	58.00
Sweeper.Parts/1	417.40
Teledyn.Instr/1	372.88
Testamerica/1	88.20
Titan.Machinery/2	127.55
Treasurer-ISU/1	25.00
Verizon.Wireles/1	680.17
Weekley,S/2	142.52
Witmer.Public.S/4	1,713.16

Travel/Training

DeMoss,B/2	112.33
Great.Wstrn.Bnk/8	1,993.57
Hannam,T/1	44.46
HOYT,J/1	140.00
Laville,J/1	82.68
ROSENBLUM,S/1	64.27
Steiner,D/1	46.80
Treasurer-ISU/1	50.00

Utilities

Alliant/67	28,561.09
Cntrl.IA.Water/1	144.56
Great.Wstrn.Bnk/2	137.98

Mtwn.Wtrwrks/2	1,428.29
New.CenturyFS/1	111.00
Total/1537	6,890,203.96



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Marshalltown



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Jiffy Convenience Stores	111 S 3rd Ave	Vaughn's Pub	22 N 1st Ave
Kwik Star #394 - S Center St	2500 S Center St	Walgreens #03196	5 E Anson St
Kwik Star #607 - S 6th St	814 S 6th St	Wal-Mart Supercenter #581	2802 S Center St
		ZAR INC	114 N CENTER ST

10. New Liquor Licenses:

- Class C Liquor, JB Bar, 915 Turner Street
- Class B Beer (includes Wine Coolers) El Guanaco Restaurant, 114 W Main Street
- Class C Beer – old Medicap store – application in progress.

RESOLUTIONS:

- Resolution 2017-128 Approving an Agreement for Professional Services with Bolton & Menk, Inc., for High Street Drainage Improvements, not to exceed \$67,300.
- Resolution 2017-129 Appointing City Representative to City Development Board. Resolution Appointing a Qualified Elector as a Local representative for the City of Marshalltown, Iowa, to serve on the Special City Development Committee on a Proposed Severance Issue Known as “Case No.: A17-02, Involuntary Severance from the City of Marshalltown.”

PUBLIC HEARING (continued from 5/8/2017)

- (tabled) Resolution 2017-123 Adopting Tentative Resolution 2017-092 providing for the conveyance of property to Wrights Jasper Developments III LLC.

ORDINANCES:

- Ordinance #14963 Approving Changes to the Marshalltown Zoning Ordinance of 2010 Map by rezoning properties to CC, Community Commercial District in the Area of the New Police and Fire Department Facility, second reading.

DISCUSSION:

Police and Fire Building Update / Bidding

PUBLIC COMMENT:

CLOSED SESSION:

A) 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; and

B) Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011). The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017.

ADJOURNMENT:

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



COUNCIL PROCEEDINGS

May 22, 2017

The Marshalltown City Council met in regular session on May 22, 2017, 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, Kester, Lamer, Martin, Wirin. Mayor Lowrance recognized National Public Works Week and Joyce Brown, Lead Grant Manager for five years of service. Greer moved to approve the agenda, second by Gowdy. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of May 8, 2017; Approve Bill List in the amount of \$696,794.04; Receipt of April 2017, Building Report; Approve April 2017, Financial Report; Resolution 2017-087 Revising Resolution 2017-058 Approving 28E Agreement with the Marshalltown Area Chamber of Commerce for the purposes of operating a Visitors Bureau and Convention Center, through June 30, 2018; Resolution 2017-111 Authorizing Expenditure and Transfer of Local Option Sales and Service Tax (LOSST) Reserve to partially fund the 10% Local Match for the Airport Pavement Maintenance 18/36 Runway Project 77016010, in the amount of 23,000; second by Martin. Consent agenda adopted 7-0.

REPORTS:

Students from Miller Middle School reported on their study and class project to encourage natural predators of the Emerald Ash Bore by building habitats for five species of woodpeckers native to Iowa.

MOTIONS:

Greer moved to approve Mi Ranchito Mexican Grill & Seafood Class C Liquor License, 1010 W Lincoln Way, second by Kester. Motion carried 7-0.

RESOLUTIONS:

Wirin moved to adopt Resolution 2017-112 Accepting the Feasibility Study for the Veterans Memorial Coliseum and authorizing staff to proceed with Architectural Plans, second by Greer. Resolution adopted 7-0.

Greer moved to adopt Resolution 2017-113 Ceremoniously Renaming a Segment of East Nevada Street located east of 18th Avenue as Gene Beach Drive, second by Lamer. Resolution adopted 7-0

Lamer moved to adopt Resolution 2017-114 Approving Contract between the City of Marshalltown and Bolton and Menk, Inc., for the Development of a Parks and Recreation 2018-2028 Master Plan in the amount of \$55,830, second by Wirin. Three RFPs were returned for the ten year vision plan. Resolution adopted 7-0

Wirin moved to adopt Resolution 2017-115 Authorizing the City of Marshalltown to Submit a Grant Application to the US Soccer Association for Development of three futsal courts at the West End Park, and approve acceptance, if awarded, second by Gowdy. The project is estimated at \$148,000. Resolution adopted 7-0

Wirin moved to adopt Resolution 2017-116 Authorizing the City of Marshalltown to Submit a Grant Application (\$25,000) to the Martha Ellen Tye Foundation for a Redevelopment Plan for the North 3rd Avenue Corridor, second by Greer. This grant will be a catalyst for resurfacing and improving the gateway of the north end of highway 14. Resolution adopted 7-0

Lamer moved to adopt Resolution 2017-117 Accepting Bid and Authorizing the Award of Contract with Con-Struct, Inc., for the 2017 PCC Street Patch Repair Project STR17002, in the amount of \$538,360.00 and to adopt Resolution 2017-118 Approving Contract and Bond with Con-Struct, Inc., for the 2017 PCC Street Patch Repair Project STR17002, in the amount of \$538,360.00, second by Greer. Project estimate was \$604,000. Resolutions adopted 7-0.

Wirin moved to adopt Resolution 2017-119 Accepting Bid and Authorizing the Award of Contract with OEL Construction Services, Inc., for the 2017 Sidewalk & Ramp Repair Project SDW17001, in the amount of \$259,934.50 and to adopt Resolution 2017-120 Approving Contract and Bond with OEL Construction Services, Inc., for the 2017 Sidewalk & Ramp Repair Project SDW17001, in the amount of \$259,934.50, second by Kester. Resolutions adopted 7-0.

COUNCIL PROCEEDINGS

May 22, 2017

Lamer moved to adopt Resolution 2017-121 Accepting Bid and Authorizing the Award of Contract with Day Construction, LLC, for the 2017 TIF District 4 Sidewalk and Ramp Repair Project SDW17002, in the amount of \$84,249.50 and Resolution 2017-122 Approving Contract and Bond with Day Construction, LLC, for the 2017 TIF District 4 Sidewalk and Ramp Repair Project SDW17002, in the amount of \$84,249.50, second by Greer. Project estimate was \$112,000. Resolutions adopted 7-0

PUBLIC HEARING

Mayor Lowrance called the public hearing to order regarding the Resolution 2017-123 Adopting Tentative Resolution 2017-092 providing for the conveyance of property to Wrights Jasper Developments III LLC. Transit Director Stone was present and informed the council the funds were for operational activities. There were no written or public comments. Lamer moved to continue the public hearing to a future date, second by Gowdy. Motion carried 7-0. There was no action taken on Resolution 2017-123 Adopting Tentative Resolution 2017-092 providing for the conveyance of property to Wrights Jasper Developments III LLC, due to the continued public hearing.

ORDINANCES:

Greer moved to adopt the first reading of Ordinance #14962 to Prohibit the Use of Consumer Fireworks and Display Fireworks as described in Section 727.2 of the Code of Iowa, second by Hoop. Wirin asked for Greer to amend the motion to waive the second and third readings. Greer amended the motion as requested, and Hoop seconded the amended motion. First reading adopted, second and third readings waived, ordinance adopted on 7-0 vote.

Greer moved to adopt the first reading of Ordinance #14963 Approving Changes to the Marshalltown Zoning Ordinance of 2010 Map by rezoning properties to CC, Community Commercial District in the Area of the New Police and Fire Department Facility, second by Gowdy. A section of the land being rezoned is currently NC, Neighborhood Commercial; CC, Community Commercial is less restrictive. First reading adopted 7-0.

DISCUSSION

Public Works Director Nickel asked the council for direction before consultation with the IDOT engineer regarding improving the median and gateway entries of Highway 14. Nickel plans to meet with the IDOT engineer in August. The project is slated for 2019. Median options include plantings, pavers, or a combination. The council asked about cost and funding for the project. Karn Gregoire, Chair of Vision Marshalltown, encouraged the council make improvements to improve community pride. Kinser indicated the south end of highway 14 is in a tax increment financing district, with median improvement being an eligible TIF project. Nickel will receive more information about cost and funding and the council will discuss this again at the June 12 council meeting.

PUBLIC COMMENT:

Councilor Greer reported the bike trail is paved up to the Summit Bridge, with work on the trailhead at Wilson Circle complete and thanked the parks department and volunteers for the work at the Mega 10 park.

ADJOURNMENT

The meeting adjourned at 6:54 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
May 24, 2017

A Special meeting of the Marshalltown City Council was convened on May 24, 2017, at 12:00 pm, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. ROLL CALL: Present – Gowdy, Greer, Hoop, Kester, Martin. Absent: Lamer, Wirin. Kester participated fully via speakerphone.

Hoop moved to approve the tobacco permits for fiscal years ending June 30, 2017 and June 30, 2018, for the following businesses:

Midwest Liquor LLC, dba Marshall B.W.S. at 11 N 3rd Avenue

Midwest Liquor LLC, dba Marshall Tobacco and Vape Outlet at 19 W Main Street
second by Gowdy. Motion carried 4-1, with Greer dissenting.

The meeting adjourned at 12:05 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

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

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

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

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

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

Section 2. The Contract for Services shall begin on July 1, 2017, and continue through June 30, 2018, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 12th day of June 2017 and signed this ____ day of June 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

District 1

1020 S. 4th Street, Ames, IA 50010

Phone: 515-239-1039 | Email: allison.smyth@iowadot.us

May 24, 2017

Ref:

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

Subject: Fiscal Year 2018 Roadway Maintenance Agreement with City of Marshalltown for Roads within Iowa Veterans Home

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2018 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning 7/1/2017 and ending 6/30/2018.

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads 'Allison Smyth'.

Allison Smyth
District 1 Staff Engineer - North Area

cp
Enclosure

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



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa Veterans Home
AGENCY _____
COUNTY _____
CITY Marshalltown

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

Institutional roads at the Iowa Veterans Home in Marshalltown, Iowa

1. ROUTINE MAINTENANCE

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

2. SPECIAL MAINTENANCE

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

3. PAYMENT

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

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2017

Ending Date: 6/30/2018

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

RECOMMENDED FOR APPROVAL:

City of Marshalltown

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

BY _____

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

District Engineer

(DATE)



SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

District 1

1020 S. 4th Street, Ames, IA 50010

Phone: 515-239-1039 | Email: allison.smyth@iowadot.us

May 25, 2017

Ref:

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

Subject: Fiscal Year 2018 Supplemental Maintenance Agreement with City of Marshalltown

Dear Justin,

Enclosed is a copy of the proposed Fiscal Year 2018 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2017 and ending June 30, 2018.

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads 'Allison Smyth'.

Allison Smyth
District 1 Staff Engineer -North Area

cp
Enclosure

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

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

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

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

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

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

Section 2. The Contract for Services shall begin on July 1, 2017, and continue through June 30, 2018, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 12th day of June 2017 and signed this ____ day of June 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

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

AGREEMENT:

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

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

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

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

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

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

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2017 to June 30, 2018 unless re-negotiated or terminated.

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

City of Marshalltown
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

Print Name:

Scott Dockstader, District 1 Engineer

Date _____

Date _____



James L. Lowrance, Mayor
Jessica Kinser, 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

May 25, 2017

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

From: Anne Selness
Parks and Recreation Director

Re: CIP Funds for West End Tennis Courts budgeted for 2017 move to 2018

Policy Issue: Information for Council Members

Recommendation: Staff recommends moving CIP funds allocated to 2017 to 2018 for the West End Futsal project.

Background: There is currently \$65,000 in the CIP for this project. We will be converting the tennis courts to futsal courts. This upgrade will rehabilitate a once popular but now dilapidated tennis venue into a community asset that Marshalltown can be proud of and that will better serve our changing community in years to come. Total project cost is \$148,100.

Budget Impact: Yes and numerous grants are in process for this project.

Attachment: Yes

cc: Jessica Kinser, City Administrator

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



2017-____

RESOLUTION AMENDING THE FISCAL YEAR 2017-2021 CAPITAL IMPROVEMENT
PLAN TO MOVE THE \$65,000 EXPENDITURE BUDGETED FOR FY2017 TO FY2018 FOR
THE WEST END TENNIS COURTS PROJECT

WHEREAS the Council approved Resolution 2017-039 on March 6, 2017, following public hearing and adopted the Fiscal Year 2017-2021 Capital Improvement Plan; and

WHEREAS the values and the timeframes for expenditures in the plan are estimates; and

WHEREAS the West End tennis Court Project was budgeted in FY2017 for \$65,000 and the project will not start until FY2018; and

WHEREAS the budgeted amount, \$65,000, will be used for at least a 1:1 match for a Wellmark grant; and

WHEREAS the council finds this action is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. The Council hereby amends the 2017-2021 Capital Improvement Plan to allow the \$65,000 budgeted for the West End Tennis Court Project to be spent in FY2018.

Passed on this ____ day of _____ 2017, and signed on this ____ day of _____ 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CENTURYLINK AS THE PHONE PROVIDER FOR A VOICE
OVER INTERNET PROTOCOL PHONE SYSTEM

WHEREAS, the City of Marshalltown has signed a contract with Marco for the purchase of new phones and related equipment to transition to a voice over internet protocol (VoIP) phone system; and

WHEREAS, one aspect of the VoIP phone system is the purchase and installation of two PRIs for said phone system to properly function; and

WHEREAS, the City of Marshalltown's IT consultant, BDH Technology, has sought quotes from local internet providers, finding CenturyLink to be the lowest price per PRI at \$414.35, with a long distance charge of \$0.06 per minute with a proposed three year contract;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor is hereby authorized to sign a contract with CenturyLink for phone service following legal review of the agreement.

Passed this 12th day of June, 2017, and signed this ____ day of June, 2017.

CITY OF MARSHALLTOWN, IOWA

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Marshalltown Central Business District CITY COUNCIL REPORT



MCBD, "A Main Street Community" June 16, 2017

Update Report Prepared by: Jenny Etter, Executive Director

2nd Quarter Projects and Planning

Promotion Committee, Events Planning: Deb Hippler, Chair

- Art Walk- September 22nd
- 26th Annual Holiday Stroll/Tiny Tim Tree Festival- Nov 18
- Adopt A Vet Party- Dec 17

Design Committee: Jerrod Leffler, Chair

- Flower Basket Program- New gator, grant from Marshalltown Community Foundation
- Pedestrian Walkway- Nate McCormick, planning for phase II completion

Business Improvement Committee: Burgess Barr, 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.
- SSMID Project

Organization Committee: Cass Gerstandt, Chair

- Membership drive/ Friends of MCBBD 2017
- Pledge Drive
- Website, new pay online feature

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
BOLTON & MENK, INC., FOR HIGH STREET DRAINAGE IMPROVEMENTS,
NOT TO EXCEED \$67,300

WHEREAS the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Bolton & Menk, Inc., for High Street Drainage Improvements; and

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

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

Section 1. That the attached Agreement for Professional Services with Bolton & Menk Inc., is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown.

Passed this 12th day of June 2017 and signed this ____ day of June 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

HIGH STREET DRAINAGE IMPROVEMENTS

MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _____, 2017, by and between City of Marshalltown, 24 North Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., P.O. Box 668/2730 Ford Street, Ames, Iowa 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with design and construction of the High Street Drainage Improvements as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include topographic surveys, preliminary plan layouts, soil surveys, drainage reports, aerial photos, utility agreements, and other data on existing utilities. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will make every attempt to guarantee access to, and make all provisions for, entry upon both public and private portions of the project and pertinent adjoining properties. However the CONSULTANT acknowledges, understands and accepts that access to certain private portions of the project and adjoining property may be dependent upon factors beyond the control of the CLIENT and will assist the CLIENT in obtaining such necessary access in as unobtrusive of a manner as is possible.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the CONSULTANT services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project, unless specifically noted otherwise in Exhibit I.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be used for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$140-198/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$118-166
Senior Transportation/Aviation Planner	\$120-170
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$64-144
Licensed Surveyor	\$76-140
Project Surveyor	\$60-110
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-130
Senior Technician (Inc. Survey¹)	\$70-145
Technician (Inc. Survey¹)	\$54-98
Administrative Support & Clerical	\$35-84
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

- 2. Total cost for the services itemized under Section I.A (Basic Fee) shall not exceed **\$67,300.00**.

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

IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or CONSULTANTS. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to take reasonable steps to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use).

The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from

third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. SURVIVAL

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

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

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

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

CLIENT: City of Marshalltown

CONSULTANT: Bolton & Menk, Inc.

Matthew W. Ferrier, P.E.
Principal

Gregory Broussard, P.E.
Project Manager

2017-__

RESOLUTION APPOINTING A QUALIFIED ELECTOR AS A LOCAL REPRESENTATIVE
FOR THE CITY OF MARSHALLTOWN, IOWA, TO SERVE ON THE SPECIAL CITY
DEVELOPMENT COMMITTEE ON A PROPOSED SEVERANCE ISSUE KNOWN AS
“Case No.: A17-02, Involuntary Severance from the City of Marshalltown”

WHEREAS on May 10, 2017, the State of Iowa City Development Board examined a petition for involuntary severance regarding petitioners: Monte and Leisha Eaton, James and Susan Gruening, and Gregory and Linda Jacobs, and

WHEREAS the State of Iowa City Development Board found no reason to dismiss it under the provisions of Section 368.12, Code of Iowa; and

WHEREAS the State of Iowa City Development Board has requested the city appoint a local representative for the City of Marshalltown, Iowa, to server on the Special City Development Committee on the proposed severance issue known as “Case No.: A17-02, Involuntary Severance from the City of Marshalltown,” and

WHEREAS it is found that individual appointed does not have a potential conflict of interest.

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

Section 1. The council considered several individuals for appointment and determines Sharon Greer, having served on the City’s Plan Zoning Commission for several years is best equipped to represent the citizens of the City of Marshalltown.

Section 2. The following individual is appointed to serve on the Special City Development Committee:

Name: Sharon Greer

Local mailing address: 420 Hughes Street

Phone number: (641)____-_____ Social Security Number: xxx-xx-xxxx

Passed on this 12th day of June, 2017, and signed on this ____day of June, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

May 11, 2017

City of

MAY 15 2017

Marshalltown

Ms. Shari Coughenour
Marshalltown City Clerk
24 N. Center Street
Marshalltown, IA 50158

RE: Local Representative Appointment
Case No.: A17-02, Involuntary Severance from the City of Marshalltown

Dear Ms. Coughenour:

At its May 10, 2017, meeting, the State of Iowa City Development Board examined the petition for involuntary severance filed by Michael Marquess, Attorney from Hinshaw, Danielson & Marquess, P.C., Marshalltown, Iowa, representing the petitioners, Monte and Leisha Eaton; James and Susan Gruening; and Gregory and Linda Jacobs; and found no reason to dismiss it under the provisions of Section 368.12, Code of Iowa.

The next step in the process is the appointment of a local representative. This letter is to direct that, in accordance with Section 368.14, Code of Iowa, the Marshalltown City Council appoint a qualified elector from the City of Marshalltown as its representative. This representative, along with the City Development Board members and a representative appointed by the Marshall County Board of Supervisors, will serve as the Special City Development Committee for the area in Marshall County proposed for severance from the City of Marshalltown. This Committee will preside at the public hearing to be held in accordance with Section 368.15, Code of Iowa.

The appointment of a local representative should be made by a resolution, which includes the local representative's full name, local mailing address, telephone number and social security number. You should take care to avoid appointing anyone who might face a conflict of interest in considering the petition. Please make the appointment at an upcoming Marshalltown City Council meeting and send the City Development Board a copy of the resolution appointing the local representative.

The City Development Board's Rule 263—8.11 (368) directs that the appointment be made within 45 days of the date of this letter.

Your prompt attention to this matter will be greatly appreciated.

Please call me at (515) 725-3126 if there are any questions concerning this notice.

Sincerely,



Matt Rasmussen
Administrator
City Development Board

MR:blh

RESOLUTION ADOPTING TENTATIVE RESOLUTION
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
BY THE CITY OF MARSHALLTOWN, IOWA
TO WRIGHTS JASPER DEVELOPMENTS III LLC
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 8th day of May, 2017, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to WRIGHTS JASPER DEVELOPMENTS III LLC, the property, located in Marshalltown, Iowa, herein after described; and

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

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to WRIGHTS JASPER DEVELOPMENTS III LLC, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 8th day of May, 2017, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

As described:, legally described as follows:

Parcel "A" located in Paglia's Second Addition of Marshall, Marshall County, Iowa, and Parcel "B" located in Paglia's Addition and Paglia's Second Addition of Marshall, Marshall County, Iowa, as described in Plat of Survey filed April 24, 2017, at File 2017-00002028 in the office of the Recorder of Marshall County, Iowa, subject to reservation by the City for existing right-of-way as a public street,

to WRIGHTS JASPER DEVELOPMENTS III LLC, is hereby approved and adopted.

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

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

Passed this 22nd day of May, 2017, and signed this ____ day of May, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown

Public Hearing on a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed properties in M'town, Marshall county. From the City of M'town to Wrights Jasper Developments III LLC

I, LeAnn Siemens, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:

May 13, 2017

Statutory fees for publishing said notice are:

24.54

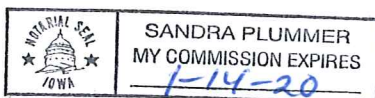


Sworn to before me and subscribed in my
presence by the said LeAnn Siemens, this
Sixteenth Day of May, 2017



Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2020

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE NOTICE OF PUBLIC HEARING

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

Parcel "A" located in Paglia's Second Addition of Marshall, Marshall County, Iowa, and Parcel "B" located in Paglia's Addition and Paglia's Second Addition of Marshall, Marshall County, Iowa, as described in Plat of Survey filed April 24, 2017, at File 2017-00002028 in the office of the Recorder of Marshall County, Iowa;

from the City of Marshalltown to WRIGHTS JASPER DEVELOPMENTS III LLC. The consideration for such conveyance shall be the sum of \$ 17,097.00 (seventeen thousand ninety-seven and 00/100) Dollar, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on May 22, 2017, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

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

Shari L. Coughenour, City Clerk
of Marshalltown Iowa.

-----23241

ORDINANCE NO 14963

AN ORDINANCE APPROVING CHANGES TO THE
MARSHALLTOWN ZONING ORDINANCE OF 2010 MAP BY REZONING PROPERTIES TO CC,
COMMUNITY COMERCIAL DISTRICT IN THE AREA OF THE NEW POLICE AND FIRE
DEPARTMENT FACILITY

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City is requesting to rezone the area south of Linn Creek, west of S. 2nd Street and North of W. High Street as shown on the attached map, marked as Exhibit A, from a variety of zoning classifications to CC, Community Commercial; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on May 11, 2017 and recommended the property be rezoned; and

WHEREAS the City Council has reviewed the request and found the rezoning to be in the best interest of the City.

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

Section 1. The Zoning Ordinance of 2010 Map is hereby amended rezoning the area south of Linn Creek, west of S. 2nd Street and North of W. High Street as shown on the attached map, marked as Exhibit A, from a variety of zoning classifications to CC, Community Commercial.

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 26th day of June 2017, and the City Clerk is directed to cause a publication of the notice of 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 public hearing fixed herein.

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

Passed this _____ day of _____ 2017, and signed this _____ day of _____ 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



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

May 17, 2017

To: Mayor James L. Lowrance and City Administrator Jessica Kinser
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Police and Fire Department Facility – rezoning of properties in the area.

Policy Issue: The area where the Police and Fire Department Facility will be built currently has a variety of zoning classifications on multiple parcels. The staff has proposed a rezoning of the area for consistency.

Recommendation: The Plan Zoning Commission held discussion on April 13, 2017 and public hearing on May 11, 2017 and recommended approval to the City Council of the rezoning. Exhibit A shows the area affected. Some of the parcels had multiple zoning classifications so rezoning the area will clean up some of those issues.

Background: There is a mix of zones in this area and although not all parcels are part of the Police and Fire Facility project we would like to apply a consistent zone to the area.

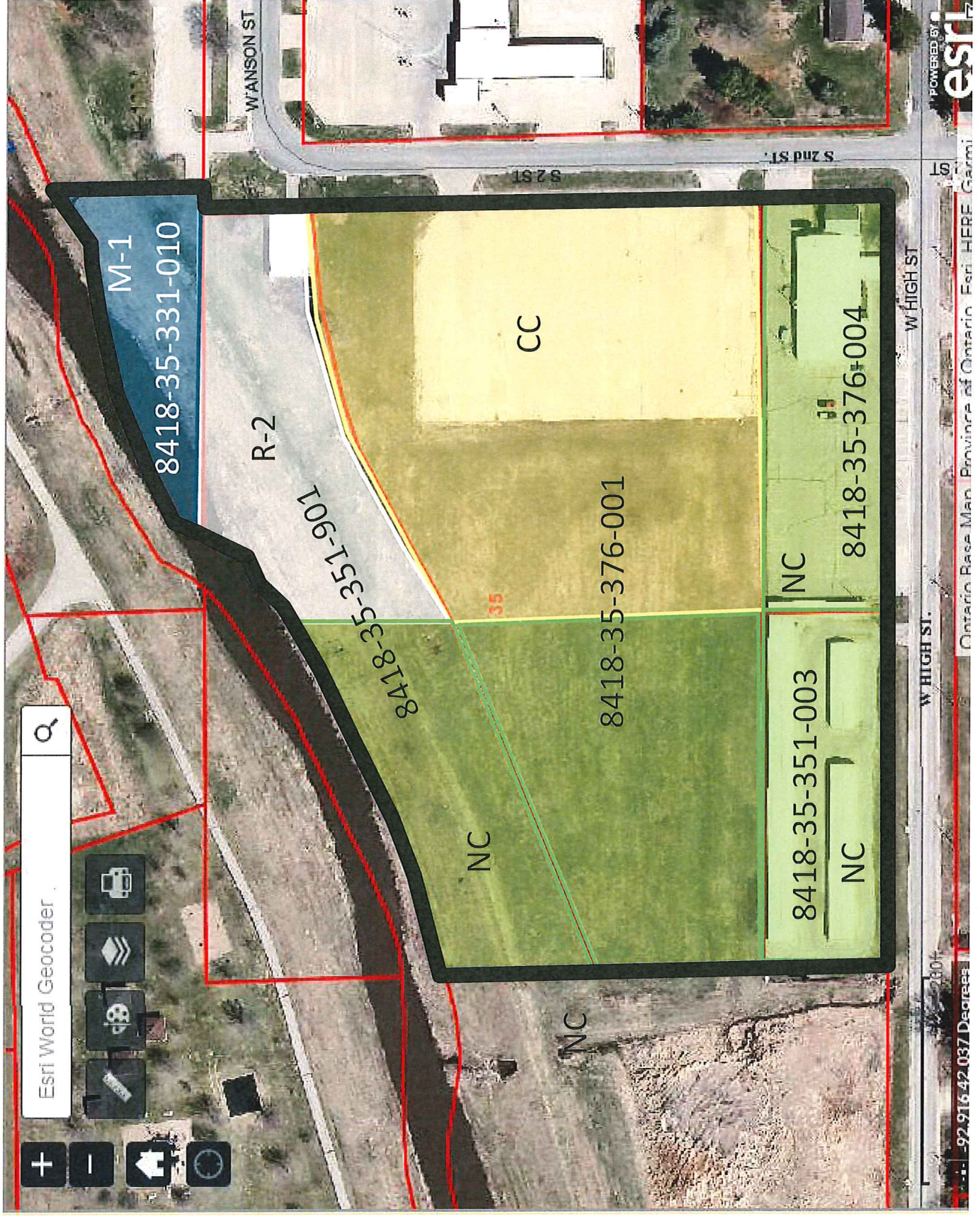
Budget Impact: n/a

Attachment: Exhibit A – map of the area, rezoning application and memo from Justin Nickel related to the request.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Dan Kester, Bill Martin, Bethany Wirin



Exhibit A – Areas bordered in black is proposed to be rezoned to CC, Community Commercial





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

DEPARTMENT OF PUBLIC WORKS

June 9, 2017

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

From: Justin Nickel
Director of Public Works

Re: Bid Packages for Police and Fire Facility

Policy Issue: None

Recommendation: None, at this time

Background: During the design update report at the May 8 Council meeting, the architect and construction manager asked for Council direction as to proceeding with bid packages in two separate bid lettings. Story Construction and Prochaska are preparing an early bid package to include pavement demolition and dirt work. Early construction could commence in August, with other packages ready to begin in October.

Budget Impact: Unknown

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Dan Kester, Bethany Wirin

