



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
November 27, 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: Cahill, Gowdy, Greer, Hoop, Lamer, Martin, Wirin.

MAYOR, COUNCIL and ADMINISTRATOR COMMENTS:

Years of Service

20 years – Donald Barker

15 years – Kathy Bryant

5 years – Kevin Pantle

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 Minutes of November 13, 2017.
2. Approve Bill List in the amount of \$2,315,169.05.
3. Receipt of Building Report, October, 2017.
4. Appoint Jeffrey Mann to the Uniform Fire Code Appeals Board, for five year term ending 8/1/2022.
5. Resolution 2017-320 Approving Salary Adjustment for City Administrator Jessica Kinser.
6. Resolution 2017-321 Approving Urban Renewal Annual Report.
7. Resolution 2017-322 Approving the Municipal Airport Five Year Capital Improvement Program (2019-2023 and Federal Funding Application.
8. Approve Liquor License Renewals: Tom's Cue and Brew; Aung Parame.

(end of consent agenda items)

RESOLUTIONS:

9. Reconsider Resolution 2017-300 Authorizing the City of Marshalltown to enter into a 28E Agreement with the Iowa Department of Transportation (IDOT) Accepting the Rice Grass Wetland Parcel in the Southeast City Limits.
10. Resolution 2017-323 Approving Contract by and between the City of Marshalltown, Iowa and GTG Architects, LLC of Johnston, Iowa, for Architectural, Engineering and Related Services for the Veterans Memorial Coliseum in the Amount of \$162,800.
11. Resolution 2017-324 Authorizing the City Administrator to Submit a Grant Application to the Martha Ellen Tye Foundation for a Wayfinding Master Plan.
12. Resolution 2017-325 Authorizing Loan to Tax Increment Revenue Fund, Urban Renewal Area No 3, to fund MEDIC.

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 and the city's website.



13. Resolution 2017-326 Authorizing Certification of Code of Iowa 403.19 Tax Increment Financing (TIF) Indebtedness to the County Auditor for each Urban Renewal Area within the City of Marshalltown.
14. Resolution 2017-327 Approving a Contract for Tobacco Enforcement Services between the City of Marshalltown, Iowa, and the Iowa Alcoholic Beverages Division, State of Iowa, Created Pursuant to Chapter 28E.12 of the Iowa Code.
15. Resolution 2017-328 Accepting Bid and Authorizing the Purchase and Installation of a Sabre Industries Monopole at the new Police and Fire Facility, in the amount of \$130,144.10
16. Resolution 2017-329 Approving an Agreement for Professional Services with Prochaska and Associates, for the Police and Fire Station Project BLD17001 in the City of Marshalltown, Iowa, in the amount of \$50,830.00.

ORDINANCES:

17. Ordinance 14970 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by removing references to Incarceration as a Penalty and Establishing Uniform Penalties, second reading. Possible waiving of third reading.

DISCUSSION:

18. SRF Project
19. Council vacancy
20. Massage Therapy Business ordinance draft

PUBLIC COMMENT:

ADJOURNMENT:

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COUNCIL PROCEEDINGS

November 13, 2017

The Marshalltown City Council met in regular session on November 13, 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. Absent: Hoop. Greer was present and actively participated via speakerphone and arrived at the meeting at 5:47 P.M. Kester left the meeting at 7:50 P.M. Administrator Kinser scheduled the council goal setting for November 29 from 10 am – 2 pm at the library. The work session is open to the public. Mayor Lowrance thanked Councilor Kester for his service. Susan Cahill will be joining the council as 1st Ward Councilor at the next meeting. Mayor Lowrance expressed sympathy to the family of Donald Johnson. Salvation Army Major Ben Stillwell thanked Mayor Lowrance for his service to the community and presented a bell to the Mayor. Lamer moved to approve the agenda, second by Martin. Motion approved 6-0.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of October 23, 2017, and special Meeting Minutes of November 2, 2017; Approve Bill List in the amount of \$ 1,485,891.73; Receipt of Building Report, September, 2017; Approve August 2017 Financials; Resolution 2017-302 Resolution approving Engineers Certificate of Completion with Con-Struct, Inc. STR17002, in the amount of \$649,637.40; Resolution 2017-303 Approving Contract Change Order #1 with Con-Struct for \$111,277.40 STR17002; Resolution 2017-304 Approving Engineers Certificate of Completion with OEL Construction Services, Inc. STR17001, in the amount of \$273,454.21; Resolution 2017-305 Approving Contract Change Order #1 with OEL for \$13,519.71 STR17001; Resolution 2017-306 Approving Contract Change Order #1 for the purchase and installation of VOIP-capable phones, \$11,344.10; second by Wirin. Consent agenda adopted 6-0.

MOTIONS:

Wirin moved to approve the Transfer of Class C Liquor License from 402 Main Street, Colo, Iowa, Heartland Chapter Leatherneck Motorcycle Club, for wedding, 12/31/2017, at Tall Corn, 2 N 2nd Avenue, Marshalltown, second by Lamer. Motion carried 6-0.

Lamer moved to reconsider Resolution 2017-300 regarding the Iowa DOT Wetlands agreement at the next meeting, November 2, 2017, second by Gowdy. Motion carried 6-0.

REPORTS:

Val Ruff, Director of the Convention and Visitor Bureau presented the quarterly report. Greer arrived at 5:47 PM.

RESOLUTIONS:

Martin moved to adopt Resolution 2017-307 Approving the Adoption of the 2018-2028 Parks and Recreation Master Plan Prepared for the City of Marshalltown, Parks and Recreation Department, by Bolton and Menk, Inc., of Des Moines, Iowa, second by Greer. The council thanked Bolton & Menk representative Casey Byers for helping the city develop a flexible resource guide and tool. Members of the Splash for Life asked the council to move the splash pad to a higher priority. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2017-308 Approving Economic Development Grant to Avita Properties for the removal of 212 E State St, noting the grant amount of \$16,770, second by Greer. Staff explained monies for the project were on hand for Urban Renewal Area #4. The grant amount approximates 20% of the remediation cost and does not include asbestos removal. It was determined the building is not salvageable due to mold and structural issues. Dr. Sundarum estimates ten full time positions will be employed at his cardiologist clinic. Resolution adopted 4-2, with Kester and Marin opposed.

Wirin moved to adopt Resolution 2017-309 Authorizing the City Housing & Community Development Department to Submit a Grant Application to the Martha-Ellen Tye Foundation for a Neighborhood Revitalization Program, second by Kester. Housing and Community Development Director Spohnheimer recommended the council approve the program, utilizing prior housing grant funds that were recaptured. The program will focus on education, safety and code enforcement. Resolution adopted 5-1, with Lamer dissenting.

Kester moved to adopt Resolution 2017-310A Accepting Bid and Authorizing the Purchase of a 2017 GLAVAL 25 foot bus for the transit department, Hogelund Bus Co, price of \$113,371.00, 85% state funded, second by Greer. The bus will be used for subscription para transit rides. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2017-310B Approving Joint Participation Agreement to Implement a Federal Transit Administration (FTA) bus and bus facilities project, second by Wirin. Resolution adopted 6-0.

COUNCIL PROCEEDINGS

November 13, 2017

Lamer moved to adopt Resolution 2017-311 Approving Agreement Amendment No. 1 by and between the City of Marshalltown, Iowa, and Story Construction for Temporary Facilities for the Police and Fire Project BLD17001, in the amount of \$348,000, second by Kester. Resolution adopted 6-0.

Wirin moved to adopt Resolution 2017-312 Approving engineering services contract with HR Green, Inc., and the Iowa River Levee Project in the City of Marshalltown, Iowa, in the amount of \$119,900.00, for additional Iowa River modeling (29113019A), second by Martin. The elevation of the levee needs improved to meet standards of the Army Corp of Engineers and FEMA. Accreditation is important to maintaining insurance rates and to protect the city's most valuable resource, the Water Pollution Control Plant. Resolution adopted 6-0.

Greer moved to adopt Resolution 2017-313 Approving Purchasing Policy and Procedure Manual for the City of Marshalltown, second by Gowdy. Resolution adopted 5-1 with Kester dissenting.

Greer moved to adopt Resolution 2017-314 Approving Financial Report, year ending 6/30/2017, second by Martin. Resolution adopted 6-0.

Wirin moved to adopt Resolution 2017-315 Approving Preliminary Plat and Final Plat for Mall Subdivision, second by Greer. Four additional outlots are created. The outlots may not be sold unless they connect to city infrastructure and are up to city standards. The plat includes a plan for future city right of way to connect Melissa Lane and Glenda Drive. Resolution adopted 6-0.

Wirin moved to adopt Resolution 2017-316 Approving a 28E Agreement between the City of Marshalltown, Marshall County, The Marshall County Emergency Management Commission and the 911 Joint Services Board for Joint Emergency Communications Services for Marshall County, second by Greer. Changes to the management of the 911 Dispatch group include governance by a board composed of professional representatives from the fire districts and sheriff and police departments and funding mechanism is through a separate taxing levy of the Local Emergency Management Commission. The City of Marshalltown will still provide employee payroll and benefit support. The E911 surcharge will continue to supply non personnel related expenses. Mayor Lowrance recommended approval of the agreement. Details of the agreement have been under review for about a year and thanked Supervisor Bill Patten and Emergency Management Director Kim Elder for their perseverance. The 911 service will be housed in the new City of Marshalltown Police and Fire Facility. Reed Riskedahl, 1412 S 5th St stated concern of the health of the city's general fund and if the city would see a tax rate decrease due to the funding change of the 911 expense. Resolution adopted 6-0.

PUBLIC HEARING –Mayor Lowrance declared the public hearing open to authorize use of incremental property tax revenues for support of MCBF and for the FAÇADE Improvement Program. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2017-317 Approving Agreement with Marshalltown Central Business District, authorizing support of the Main Street Program and Façade Improvement Program, second by Martin. Kinser requested the council support the resolution, with the support of the Main Street going up 2k (\$26K) and the support of the Façade project going down 10k (\$50K) Resolution adopted 6-0.

PUBLIC HEARING – Mayor Lowrance declared the public hearing open to subordinate city's position on lead hazard project lien. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Wirin moved to adopt Resolution 2017-318 Approving Subordination Agreement for Property Interest at 917 S Center Street, Marshalltown, Iowa, 50158, lead abatement project 53507569, second by Gowdy. Housing and Community Development Director Spohnheimer recommended approval. Resolution adopted 6-0.

ORDINANCES:

Greer moved to adopt the first reading of Ordinance 14970 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by removing references to Incarceration as a Penalty and Establishing Uniform Penalties, second by Kester. First reading adopted 6-0.

DISCUSSION:

The council directed staff to draft an ordinance relating to illicit massage establishments for consideration at the next meeting. Members of the public spoke in favor of the ordinance.

COUNCIL PROCEEDINGS

November 13, 2017

PUBLIC COMMENT:

Ken Huge introduced himself to the council as News Director for KFJB.

Dan Kester left the meeting at 7:50 PM.

CLOSED SESSION:

At 7:50 PM, Lamer moved to enter 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 Wirin. Motion carried 5-0. 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.

At 8:40 PM, Wirin moved to enter open session, second by Martin. Motion carried 5-0. Lamer moved to instruct the Human Resources Director to implement a 3% wage increase for the City Administrator, second by Martin. Motion carried 5-0.

ADJOURNMENT

The meeting adjourned at 8:41 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

 the City of
Marshalltown

[illegible]

Building Division Improvement Value & Fee Summary - Oct. 2016

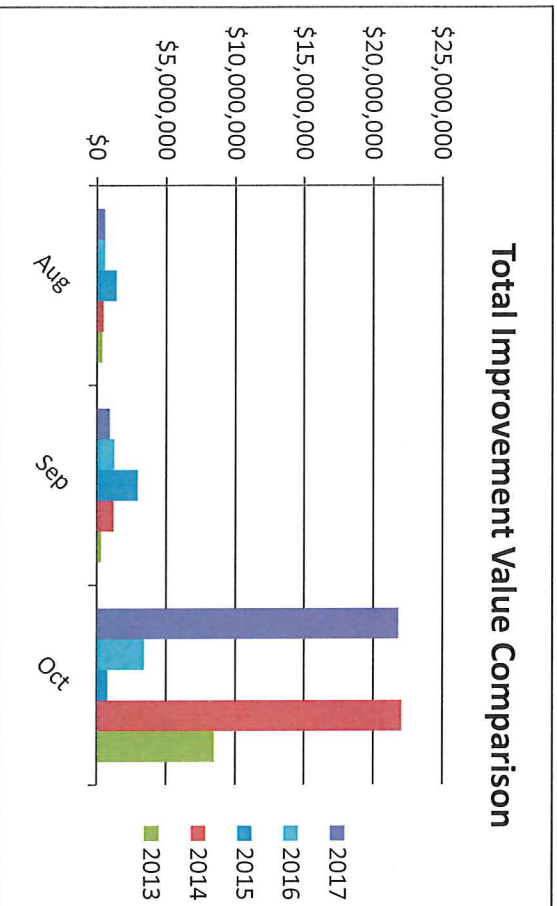
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000	\$937,000	\$21,827,000			\$42,608,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,689,000	\$2,257,000	\$113,000	\$945,000	\$555,000	\$1,246,000	\$3,416,000			\$14,721,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000	\$2,944,000	\$788,000			\$20,947,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000	\$470,000	\$1,203,000	\$22,044,000			\$95,580,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000	\$308,000	\$8,471,000			\$18,054,000

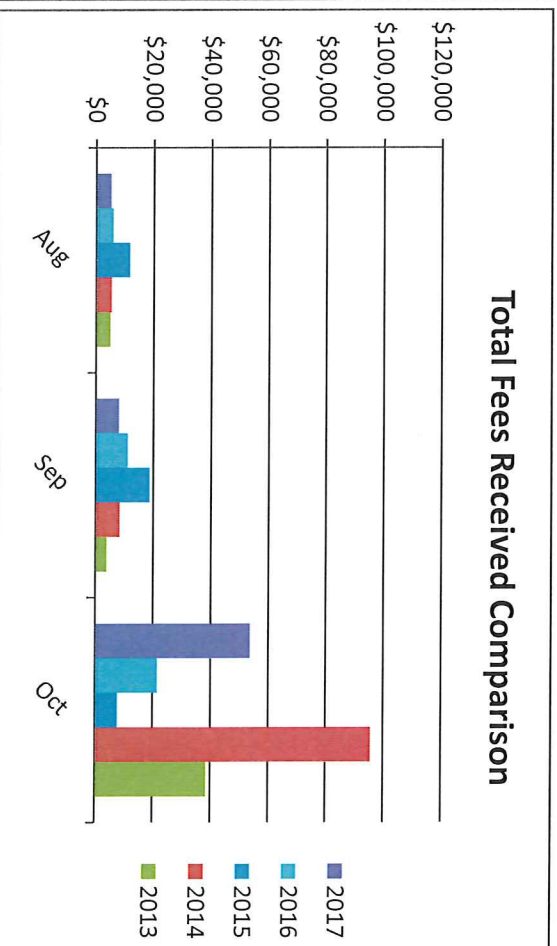
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075	\$7,933	\$53,706			\$172,193
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912	\$11,069	\$21,606			\$105,179
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625	\$18,742	\$7,793			\$137,438
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278	\$8,360	\$95,674			\$301,900
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939	\$3,882	\$38,468			\$108,649

Total Improvement Value Comparison



Total Fees Received Comparison





Board and Commission Roster

Uniform Fire Code Board of Appeals

Department: Fire

Dept. Phone: (641) 754-5751

Five members appointed by the Mayor with the approval of the City Council for five-year terms. Their duty is to determine the suitability of alternate materials and types of construction and to provide for a reasonable interpretation of the Fire Code.

<u>Term End Date</u>	<u>Member Contact Information</u>		
8/1/2022	Steve Hay Marshalltown, IA 50158	(641) 752-3551 (641) 750-4464	steve@hayconst.com Appointed: 9/11/2017
8/1/2022	Heidi Hogan 110 S 3rd Ave Pl Marshalltown, IA 50158	(641) 753-0866 (641) 758-1371	heidih@wertzbergerarchitects.com Appointed: 7/24/2017
8/1/2022	Jeffrey Mann Marshalltown, IA 50158		jeff.mann@lennoxind.com Appointed: 11/27/2017
8/1/2022	Phyllis Mazour 804 Joan Terrace Marshalltown, IA 50158	(641) 753-3957 (641) 351-5364	phyllis@phyllismazour.com Appointed: 7/24/2017
8/1/2022	Wayne Waltermire Jr 1210 S 4th St Marshalltown, IA 50158	(641) 485-1784 (641) 753-1138	wayne@iowahometownsecurity.com Appointed: 7/24/2017

State of Iowa gender equality statistics

Males - Count / %	3	60.00%
Females - Count / %	2	40.00%
Total Members	5	

2017-__

RESOLUTION APPROVING SALARY ADJUSTMENT FOR CITY ADMINISTRATOR
JESSICA KINSER

WHEREAS the Council approved an employment agreement with Jessica Kinser and appointed Kinser as City Administrator on September 26, 2016 by Resolution 2016-191; and

WHEREAS the Council has completed its annual evaluation as required by the contract and recommends a salary adjustment; and

WHEREAS the Council has found 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 salary adjustment for City Administrator Jessica Kinser in the amount of 3% is hereby fully approved in all respects.

Section 2. The Human Resources Director is hereby authorized and directed to implement this salary adjustment.

Passed on this 27th day of November, 2017, and signed on this ____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

#2017-_____

RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR THE CITY
OF MARSHALLTOWN

WHEREAS the City's Finance Staff have completed the FY2017 Annual Urban Renewal Report

WHEREAS, the Council must approve the report

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

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to approve the FY2017 Annual Urban Renewal Report.

Passed this 27th day of November, 2017, and signed this ____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

FINANCE DEPARTMENT

November 16, 2017

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

From: Diana Steiner, Finance Director 

Re: FY2017 Annual Urban Renewal Report

Policy Issue: Council must approve the annual report

Recommendation: Staff recommends approving the FY2017 annual urban renewal report. This report is due to the Iowa Department of Management by December 1st.

Background: The Finance Department has prepared the Fiscal Year 2017 annual urban renewal report for your review. This report reflects the activity for fiscal year 2017.

Budget Impact: N/A

Attachment: FY2017 Annual Urban Renewal Report

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin



Annual Urban Renewal Report, Fiscal Year 2016 - 2017

Levy Authority Summary

Local Government Name: MARSHALLTOWN
Local Government Number: 64G611

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MARSHALLTOWN RETAIL CENTER URBAN RENEWAL	64008	3
MARSHALLTOWN ESIDE URBAN RENEWAL	64009	2
MARSHALLTOWN UPTOWN URBAN RENEWAL	64011	1
MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL	64999	0

TIF Debt Outstanding: 5,575,227

TIF Sp. Rev. Fund Cash Balance			Amount of 07-01-2016 Cash Balance
as of 07-01-2016:	760,218	0	Restricted for LMI

TIF Revenue:	498,436
TIF Sp. Revenue Fund Interest:	4,517
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	502,953

Rebate Expenditures:	0
Non-Rebate Expenditures:	326,461
Returned to County Treasurer:	0
Total Expenditures:	326,461

TIF Sp. Rev. Fund Cash Balance			Amount of 06-30-2017 Cash Balance
as of 06-30-2017:	936,710	0	Restricted for LMI

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 4,312,056

Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL
 UR Area Number: 64008

UR Area Creation Date: 02/1996

Area suffered from the impacts of blighting influences, including the absence of public improvements and utilities. Structures within the area showed varying degrees of deterioration. Many structure are in need of moderate to substantial rehabilitation.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/RETAIL UR TIF INCREM	64107	64108	2,175,851
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/RETAIL UR TIF INCREM	64109	64110	0
MARSHALLTOWN CITY AG/EAST MARSHALL SCH/RETAIL UR 2 TIF INCREM	64161	64162	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	385,855	8,935,722	92,099,273	184,105	0	-25,928	104,289,977	0	104,289,977
Taxable	177,905	4,970,572	82,889,346	165,695	0	-25,928	90,515,785	0	90,515,785
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance
as of 07-01-2016:**

22,514

0

**Amount of 07-01-2016 Cash Balance
Restricted for LMI**

TIF Revenue: 75,130
 TIF Sp. Revenue Fund Interest: 3,840
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 78,970

Rebate Expenditures: 0
 Non-Rebate Expenditures: 76,136
 Returned to County Treasurer: 0
Total Expenditures: 76,136

**TIF Sp. Rev. Fund Cash Balance
as of 06-30-2017:**

25,348

0

**Amount of 06-30-2017 Cash Balance
Restricted for LMI**

Projects For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

Iowa Ave/Menards

Description:	Add 3rd lane to highway 30 & install traffic lights
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Southridge Road

Description:	Major rebuild of street and sewer improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Olive Street

Description:	Major rebuild of street and relocate traffic signals
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Detention ponds

Description:	6th Street and Southridge Roads - help sewer improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Medic

Description:	Aid in Expenses Associated with Marshalltown Economic Development impact committee (MEDIC)
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Theisen's Inc

Description:	Rebate of Taxes - Building Exp
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Plumb Supply

Description:	Rebate of Taxes - Building Improvements
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Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Jimmy Johns

Description:	Rebate of Taxes - New Building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Bobcat Academy

Description:	Rebate of Taxes - Building Improvements
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

2012A Esstnl Corp Purpose

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	325,600
Interest:	45,080
Total:	370,680
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2027

Medic

Debt/Obligation Type:	Other Debt
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	Yes
Date Incurred:	11/24/2009
FY of Last Payment:	2017

Theisen's Inc

Debt/Obligation Type:	Rebates
Principal:	140,000
Interest:	0
Total:	140,000
Annual Appropriation?:	No
Date Incurred:	06/08/2015
FY of Last Payment:	2023

Plumb Supply

Debt/Obligation Type:	Rebates
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	06/24/2013
FY of Last Payment:	2022

Bobcat Academy

Debt/Obligation Type:	Rebates
Principal:	125,000
Interest:	0
Total:	125,000
Annual Appropriation?:	No

Date Incurred: 09/14/2015
FY of Last Payment: 2023

Non-Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

TIF Expenditure Amount:	26,136
Tied To Debt:	2012A Esstnl Corp Purpose
Tied To Project:	Olive Street

TIF Expenditure Amount:	50,000
Tied To Debt:	Medic
Tied To Project:	Medic

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number:	64108
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1999
Subject to a Statutory end date?	No

UR Designation	
Slum	02/1996
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	8,935,722	92,099,273	184,105	0	-25,928	103,904,122	0	103,904,122
Taxable	0	4,970,572	82,889,346	165,695	0	-25,928	90,337,880	0	90,337,880
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	40,649,734	63,280,316	2,175,851	61,104,465	2,101,543

FY 2017 TIF Revenue Received: 75,130

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name:	MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number:	64110
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	320,294	0	0	0	0	0	320,294	0	320,294
Taxable	147,677	0	0	0	0	0	147,677	0	147,677
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	60,721	147,677	0	147,677	3,802

FY 2017 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
 TIF Taxing District Name: MARSHALLTOWN CITY AG/EAST MARSHALL SCH/RETAIL UR 2 TIF INCREM
 TIF Taxing District Inc. Number: 64162
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	65,561	0	0	0	0	0	65,561	0	65,561
Taxable	30,228	0	0	0	0	0	30,228	0	30,228
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	17,650	30,228	0	30,228	676

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN ESIDE URBAN RENEWAL
 UR Area Number: 64009

UR Area Creation Date: 05/1993

Create a public/private partnership which will stimulate and facilitate residential, commercial and industrial redevelopment in the area. Strengthen the economy by enhancing the tax base. Create employment opportunities.

UR Area Purpose: Encourage expansion of existing

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF INCREM	64111	64112	0
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/ESIDE UR TIF INCREM	64113	64114	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,626,721	24,480,390	28,380,620	41,656,600	0	-101,860	96,328,181	0	96,328,181
Taxable	750,028	13,617,443	25,542,558	37,490,941	0	-101,860	77,545,535	0	77,545,535
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:

115,152

0

Amount of 07-01-2016 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 677
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 677

Rebate Expenditures: 0
 Non-Rebate Expenditures: 11,415
 Returned to County Treasurer: 0
Total Expenditures: 11,415

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:

104,414

0

Amount of 06-30-2017 Cash Balance Restricted for LMI

Projects For MARSHALLTOWN ESIDE URBAN RENEWAL

TIG Development

Description:	New Road for Warehouse
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Menards

Description:	Rebate of Taxes - Building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

SE South Street Ext

Description:	Extension of Road for Development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For MARSHALLTOWN ESIDE URBAN RENEWAL

Menards

Debt/Obligation Type:	Rebates
Principal:	1,325,000
Interest:	0
Total:	1,325,000
Annual Appropriation?:	No
Date Incurred:	01/26/2015
FY of Last Payment:	2036

2015 A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	497,065
Interest:	60,397
Total:	557,462
Annual Appropriation?:	No
Date Incurred:	11/24/2015
FY of Last Payment:	2024

Non-Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

TIF Expenditure Amount:	11,415
Tied To Debt:	2015 A Bond Issue
Tied To Project:	SE South Street Ext

Jobs For MARSHALLTOWN ESIDE URBAN RENEWAL

Project:	Menards
Company Name:	Menards
Date Agreement Began:	03/25/2015
Date Agreement Ends:	06/30/2035
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	1,400,000
Total Estimated Private Capital Investment:	3,200,000
Total Estimated Cost of Public Infrastructure:	163,018

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number:	64112
TIF Taxing District Base Year:	1992
FY TIF Revenue First Received:	1993
Subject to a Statutory end date?	No

UR Designation	
Slum	05/1993
Blighted	05/1993
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	24,480,390	28,380,620	41,656,600	0	-101,860	94,701,460	0	94,701,460
Taxable	0	13,617,443	25,542,558	37,490,941	0	-101,860	76,795,507	0	76,795,507
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	37,484,230	57,319,090	0	57,319,090	1,971,354

FY 2017 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name:	MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number:	64114
TIF Taxing District Base Year:	1992
FY TIF Revenue First Received:	1993
Subject to a Statutory end date?	No

UR Designation	
Slum	05/1993
Blighted	05/1993
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,626,721	0	0	0	0	0	1,626,721	0	1,626,721
Taxable	750,028	0	0	0	0	0	750,028	0	750,028
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	1,420,460	206,261	0	206,261	5,311

FY 2017 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN UPTOWN URBAN RENEWAL
 UR Area Number: 64011

UR Area Creation Date: 06/1998

With the use of taxes and private funding the City wishes to implement the Marshalltown Downtown Vision Plan by strengthening the economy by attracting developers, creating greater job opportunities and a stronger tax base to help support the tax base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF INCREM	64117	64118	12,177,631

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	18,942,620	45,024,962	14,135,395	0	-64,820	82,701,310	0	82,701,310
Taxable	0	10,537,053	40,522,467	12,721,856	0	-64,820	67,738,536	0	67,738,536
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:

622,552

0

Amount of 07-01-2016 Cash Balance Restricted for LMI

TIF Revenue: 423,306

TIF Sp. Revenue Fund Interest: 0

Property Tax Replacement Claims: 0

Asset Sales & Loan Repayments: 0

Total Revenue: 423,306

Rebate Expenditures: 0

Non-Rebate Expenditures: 238,910

Returned to County Treasurer: 0

Total Expenditures: 238,910

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:

806,948

0

Amount of 06-30-2017 Cash Balance Restricted for LMI

Projects For MARSHALLTOWN UPTOWN URBAN RENEWAL

Emerson - Fisher Controls

Description:	Center Street Warehouse Renovation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Madison Street

Description:	Rebuild of Madison Street and add sewers
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Caleris-Max Building

Description:	New generator and workstations
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Facade & Code Upgrade

Description:	Aid in facade improvements & code upgrade-downtown area
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Main Street Program

Description:	City share to aid Main Street Program Main Street Iowa Program-Iowa Economic Development Authority
Classification:	Authority
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN UPTOWN URBAN RENEWAL

2011B Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	768,907
Interest:	118,108
Total:	887,015
Annual Appropriation?:	No
Date Incurred:	10/26/2011
FY of Last Payment:	2027

2012A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,709,400
Interest:	236,670
Total:	1,946,070
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2027

Main Street Program

Debt/Obligation Type:	Other Debt
Principal:	24,000
Interest:	0
Total:	24,000
Annual Appropriation?:	No
Date Incurred:	11/27/2006
FY of Last Payment:	2017

Facade and Code Upgrade

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	No
Date Incurred:	11/27/2006
FY of Last Payment:	2017

Non-Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Facade and Code Upgrade
Tied To Project:	Facade & Code Upgrade

TIF Expenditure Amount:	24,000
Tied To Debt:	Main Street Program
Tied To Project:	Main Street Program

TIF Expenditure Amount:	77,696
Tied To Debt:	2011B Bond Issue
Tied To Project:	Madison Street

TIF Expenditure Amount:	137,214
Tied To Debt:	2012A Bond Issue
Tied To Project:	Madison Street

Jobs For MARSHALLTOWN UPTOWN URBAN RENEWAL

Project:	Emerson - Fisher Controls
Company Name:	Emerson - Fisher Controls
Date Agreement Began:	11/13/2006
Date Agreement Ends:	06/30/2014
Number of Jobs Created or Retained:	15
Total Annual Wages of Required Jobs:	27,248
Total Estimated Private Capital Investment:	19,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Caleris-Max Building
Company Name:	RACOM
Date Agreement Began:	02/11/2013
Date Agreement Ends:	02/11/2017
Number of Jobs Created or Retained:	50
Total Annual Wages of Required Jobs:	17,940
Total Estimated Private Capital Investment:	200,000
Total Estimated Cost of Public Infrastructure:	0

▲ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN UPTOWN URBAN RENEWAL (64011)
 TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF INCREM
 TIF Taxing District Inc. Number: 64118
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? No

UR Designation	
Slum	06/1998
Blighted	06/1998
Economic Development	06/1998

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	18,942,620	45,024,962	14,135,395	0	-64,820	82,701,310	0	82,701,310
Taxable	0	10,537,053	40,522,467	12,721,856	0	-64,820	67,738,536	0	67,738,536
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	44,758,296	38,007,834	12,177,631	25,830,203	888,368

FY 2017 TIF Revenue Received: 423,306

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL
 UR Area Number: 64999

UR Area Creation Date: 09/2016

UR Area Purpose: Promote economic growth by encouraging residential development for low to middle income residents. This will create a mechanism for financing the construction of needed infrastructure and residential development. This will also strengthen the tax base.

Tax Districts within this Urban Renewal Area

Base No. Increment No. Increment Value Used

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 0 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Income Housing For MARSHALLTOWN EAGLE VIEW AT WANDERING CREEK URBAN RENEWAL

Amount of FY 2017 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

RESOLUTION APPROVING THE MARSHALLTOWN MUNICIPAL AIRPORT
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND
FEDERAL FUNDING APPLICATION

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed annual update of the Marshalltown Municipal Airport Five-Year Capital Improvement Program and Federal Funding Application.

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 Five Year Capital Improvement Program and Federal Funding Application 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 27th day of November, 2017, and signed this _____ day of November, 2017.

CITY OF MARSHALLTOWN

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP)
PREAPPLICATION FEDERAL FISCAL YEAR 2019
CHECKLIST**

Please attach the following documents with your application.

- ☒ Sponsor Identification Sheet for the Airport
- ☒ Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- ☒ Five-Year CIP
- ☒ Long-Range Needs Assessment
- ☒ Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- ☒ Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- ☒ Verification of completed land acquisition or signed purchase agreement
- ☐ Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- ☐ If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- ☐ If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- ☐ If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- ☒ For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
 - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
 - 2) A statement that runway approach surfaces are clear of obstructions (the FFA Airport 5010 should show at least a 20:1 clear approach).
 - 3) Justification for the project.
- ☒ System for Award Management (SAM) registration is up to date (www.sam.gov)

Please email this form with supporting documents identified in the checklist to shane.wright@iowadot.us.

Attn.: Program manager
Office of Aviation
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

Email: shane.wright@iowadot.us
Fax: 515-233-7983
Phone: 515-239-1048



Form 291111 (10-17)

AIRPORT SPONSOR IDENTIFICATION SHEET

*** PLEASE ONLY SUBMIT IT YOU HAVE CHANGES FROM PREVIOUS YEAR. ***

Airport name Marshalltown Municipal

Airport sponsor(s) name City of Marshalltown

Contact person Justin Nickel

Title Public Works Director

Email address jnickel@ci.marshalltown.ia.us

Physical mailing address 24 North Center Street

P.O. Box (if applicable) PO Box 757

City Marshalltown

State IA

ZIP code 50158

Phone (641) 754-5734

U.S. Congressional District number IA-1

Tax Identification Number 42-6004934

Dun and Bradstreet number (DUNS) 075852293

You **must** have a current System for Award Management (SAM) registration to receive a grant.

Register at: <https://www.sam.gov>.

Please email (PDF) your completed preapplication, Capital Improvement Program (CIP), long-range needs assessment, signed CIP data sheets, and all supporting documents to your state agency and Federal Aviation Administration planner at jeff.deitering@faa.gov.

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport name, LOCID, city, state Marshalltown Municipal, MIW, Marshalltown, Iowa

Prepared by Clapsaddle Garber Associates

Sponsor's email jnickel@ci.marshalltown.ia.us

Date prepared 11-13-2017

Sponsor's signature

Sponsor's phone (641) 754-5434

Printed name Justin Nickel

FY	Detailed project/scope description	Funding source	Total estimated cost
2019	Construct Storage Hangar - Design	Federal \$45,000 State \$ Local \$5,000 Total \$50,000	
2020	Construct Storage Hangar - Construction	Federal \$559,170 State \$ Local \$62,130 Total \$621,300	
		Federal \$ State \$ Local \$ Total \$	
		Federal \$ State \$ Local \$ Total \$	
		Federal \$ State \$ Local \$ Total \$	

LONG-RANGE NEEDS ASSESSMENT YEARS SIX TO 20

Attach additional sheets if necessary.

Airport name Marshalltown Municipal

Estimated FY	Description of project	Funding source	Total estimated cost
2024	Pavement Rehabilitation - Taxiways (Runway 13/31 Parallel Taxiway, Connecting Taxiway & West Hangar)	Federal State Local Total	\$1,620,000 \$ \$180,000 \$1,800,000
2024	Pavement Rehabilitation -Runway 18/36	Federal State Local Total	\$1,080,000 \$ \$120,000 \$1,200,000
	Rehabilitate Runway 13/31	Federal State Local Total	\$3,150,000 \$ \$350,000 \$3,500,000
	Extend Runway 13/31 including Land Acquisition, Grading, Design, Construction and Taxiway Improvements	Federal State Local Total	\$7,357,500 \$ \$817,500 \$8,175,000
		Federal State Local Total	\$ \$ \$ \$
		Federal State Local Total	\$ \$ \$ \$

FEDERAL AVIATION ADMINISTRATION**CIP DATA SHEET**

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Marshalltown Municipal, MIW, Marshalltown, Iowa		
AIP Project Type:	Construct Storage Hangar - Design		
Local Priority:	1 - Very High	Federal Share:	\$ 45,000
FFY Requested:	FFY 2019	State Share:	\$0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		Local Share:	\$5,000
		Total Project Cost:	\$ 50,000
Project Description: (include dimensions, PCI scores) This project provides for the design of a storage hangar capable of storing frequent large itinerent aircraft. The hangar would be a conventional hangar with door opening tall enough to accommodate a Falcon 900 and a Falcon 2000.			
Justification: The existing maintenance hangar at Marshalltown is an 80' x 80' building having a door with a clear opening of 53' x 15'. The airport has a frequent need to house itinerant aircraft needing a larger door. Specific aircraft makes/models include: Falcon 50, Hawker 800, Hawker 900XP, Falcon 900, Falcon 2000 and Challenger 604. It is currently not possible to get many of these aircraft inside and protected from the weather. As a result they are forced to relocate to another airport, even though their business is in Marshalltown. List of routine itinerent aircraft is attached.			
ALP Date: 11/29/2010			
NEPA Categorical Exclusion or Date of FAA determination: Order 1050 Categorical exclusion paragraph 5-6.4f.			
Approaches are clear according the 150/5300-13 Airport Design and Order 8260.3 TERPS. Approaches are clear.			
FAA equipment impacted by project: None			
Revenue producing projects: Attached is a statement that all airside needs are met, approach/departure surfaces are clear and any airside needs over next three years can be met with non-primary entitlements or local funds.			
Land ownership: The current Exhibit A dated 7/3/2014 shows that land impacted by project is controlled by sponsor.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Justin Nickel	Title:	Public Works Director
Phone Number:	641-754-5734	Email:	jnickel@ci.marshalltown.ia.us

Five Year Capital Improvement Program
Marshalltown Municipal Airport
Opinion of Probable Costs

Five Year Capital Improvement Program
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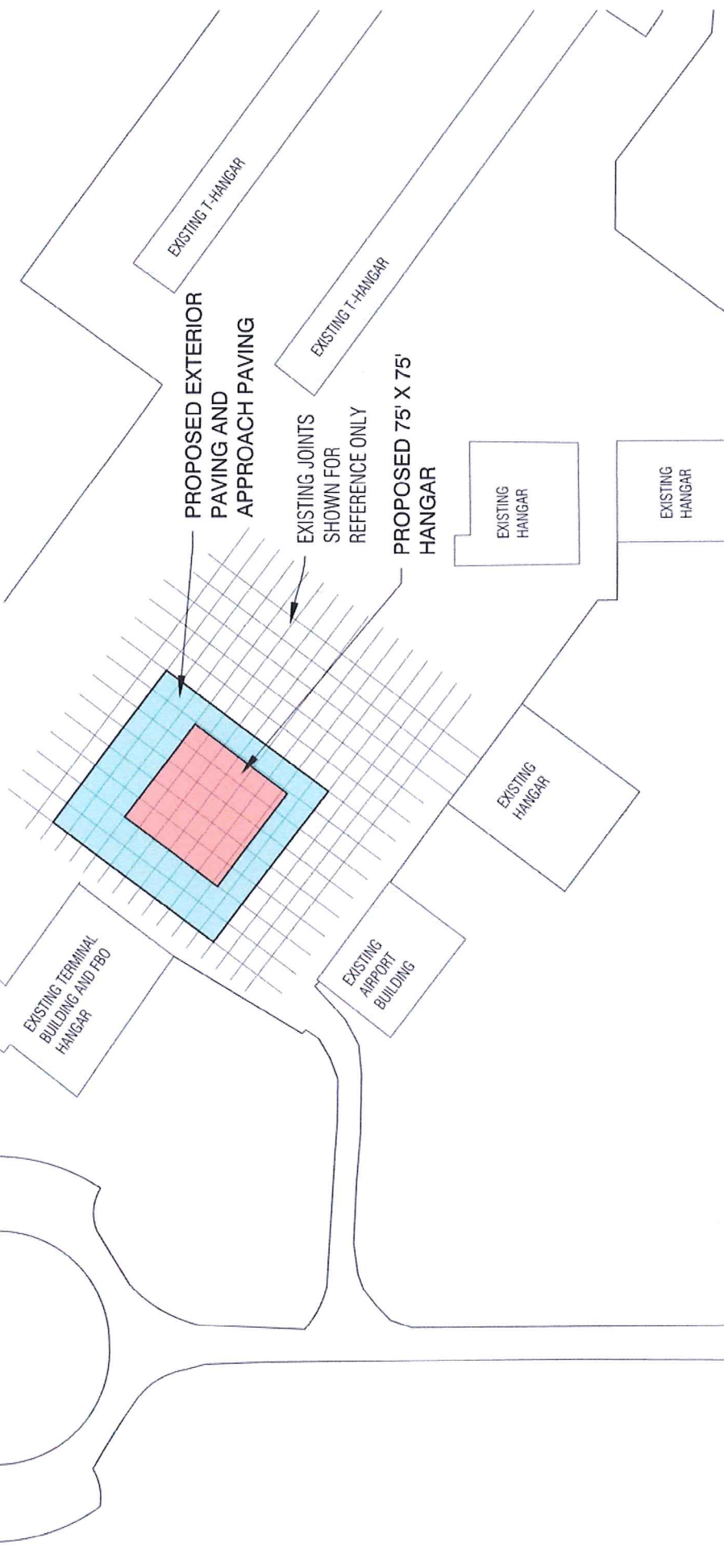
Storage Hangar Design

FFY 2019- Federal Fiscal Year Starting October 1, 2018

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Storage Hangar Design	1	LS	\$50,000.00	\$50,000.00
TOTAL - STORAGE HANGAR DESIGN					\$50,000
<i>FAA Share @ 90%</i>					<i>\$45,000</i>
<i>Local Share @ 10%</i>					<i>\$5,000</i>



SCALE 1"=100'
0 100'



FFY CIP 2019 (DESIGN) AND FFY 2020 (CONSTRUCTION) STORAGE HANGAR IMPROVEMENTS MARSHALLTOWN MUNICIPAL AIRPORT

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



**Program Narrative Statement
FFY 2019 Pre-Application Package
Marshalltown Municipal Airport**

The FFY 2019 Pre-Application Package for the Marshalltown Municipal Airport provides for the development of a storage hangar capable of storing large itinerant aircraft.

Hangar Need. The existing maintenance hangar is an 80' x 80' building having a door with a clear opening of 53' x 15'. The airport has a frequent need to house itinerant aircraft that visit the airport, particularly during inclement weather. The following itinerant aircraft make frequent stops in Marshalltown:

- Falcon FA50
- Falcon 900
- Falcon 2000
- Hawker 800
- Beechjet 400 T-1
- Gulfstream G200
- Cessna Citation II, V

It is currently not possible to get many of these aircraft inside and protected from the weather. As a result they are forced to relocate to another airport, even though their primary business reason is in Marshalltown.

Clear Approaches. The current 5010 reflects no penetration of the 20:1 approach on any runway end.

Airside Needs. Pavement rehabilitation was completed with FFY 2017 and FFY 2018 grants that addressed pavement with low PCI. No other air-side needs are anticipated over the next 3 years as shown on the accompanying 5 year CIP.

Approved:

By: _____

Title: _____

Date: _____

FEDERAL AVIATION ADMINISTRATION**CIP DATA SHEET**

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Marshalltown Municipal, MIW, Marshalltown, Iowa		
AIP Project Type:	Construct Storage Hangar - Construction		
Local Priority:	1 - Very High	Federal Share:	\$ 559,170
FFY Requested:	FFY 2020	State Share:	\$0
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		Local Share:	\$62,130
		Total Project Cost:	\$ 621,300
Project Description: (include dimensions, PCI scores) This project provides for the design of a storage hangar capable of storing frequent large itinerent aircraft. The hangar would be an conventional hangar with door opening tall enough to accommodate a Falcon 900 and a Falcon 2000.			
Justification: The existing maintenance hangar at Marshalltown is an 80' x 80' building having a door with a clear opening of 53' x 15'. The airport has a frequent need to house itinerant aircraft needing a larger door. Specific aircraft makes/models include: Falcon 50, Hawker 800, Hawker 900XP, Falcon 900, Falcon 2000 and Challenger 604. It is currently not possible to get many of these aircraft inside and protected from the weather. As a result they are forced to relocate to another airport, even though their business is in Marshalltown. List of routine itinerent aircraft is attached.			
ALP Date: 11/29/2010			
NEPA Categorical Exclusion or Date of FAA determination: Order 1050 Categorical exclusion paragraph 5-6.4f.			
Approaches are clear according the 150/5300-13 Airport Design and Order 8260.3 TERPS. Approaches are clear.			
FAA equipment impacted by project: None			
Revenue producing projects: Attached is a statement that all airside needs are met, approach/departure surfaces are clear and any airside needs over next three years can be met with non-primary entitlements or local funds.			
Land ownership: The current Exhibit A dated 7/3/2014 shows that land impacted by project is controlled by sponsor.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	
Printed Name:	Justin Nickel	Title:	Public Works Director
Phone Number:	641-754-5734	Email:	jnickel@ci.marshalltown.ia.us

Five Year Capital Improvement Program Marshalltown Municipal Airport

Opinion of Probable Costs

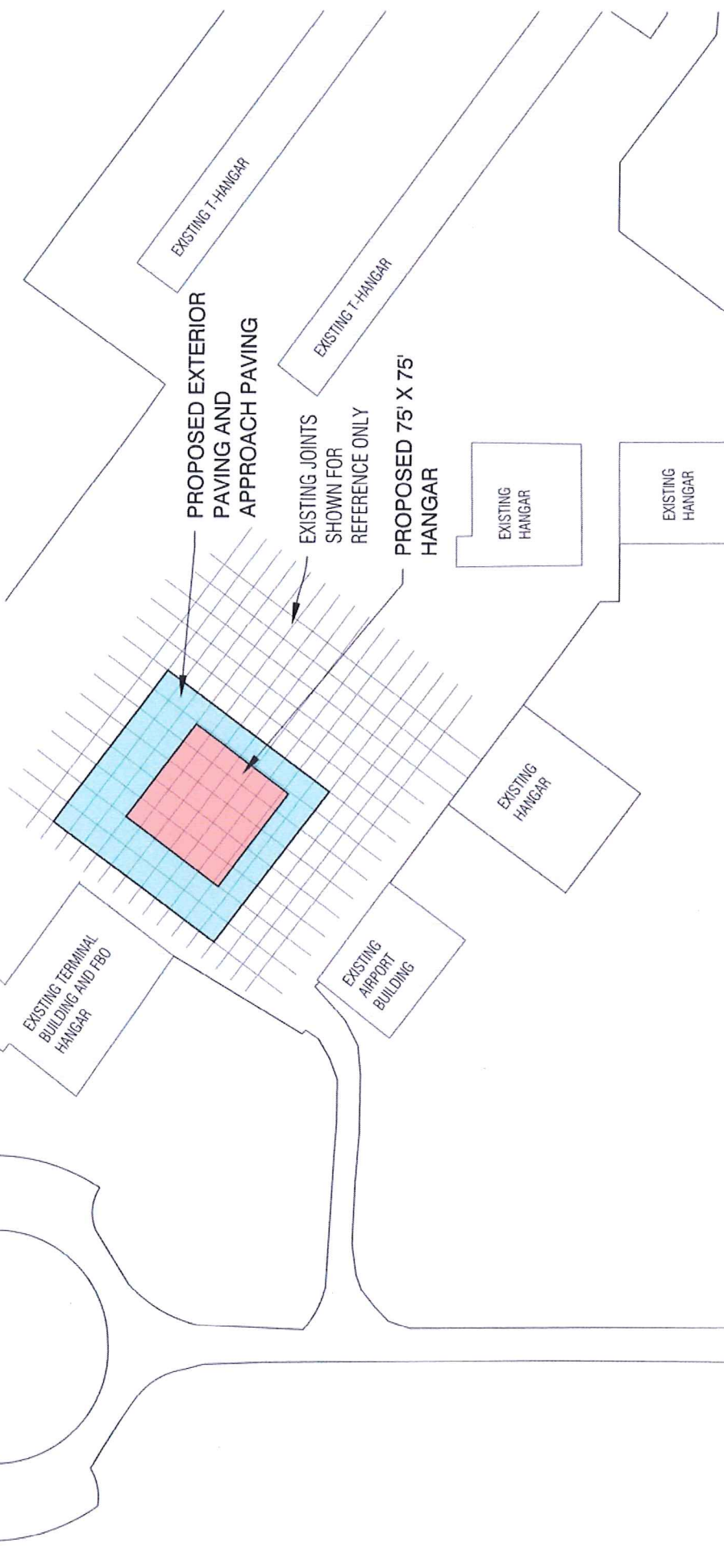
Storage Hangar Construction

FFY 2020 - Federal Fiscal Year Starting October 1, 2019

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1.	Traffic Control, Safety Plan and Mobilization	1	LS	\$35,000.00	\$35,000.00
4.	Grading and Subgrade Preparation, 12" - Floor	650	SY	\$10.00	\$6,500.00
5.	Grading and Subgrade Preparation, 12" - Approach and Exterior	1,200	SY	\$10.00	\$12,000.00
6.	Subbase Course, 6" - Floor	650	SY	\$8.00	\$5,200.00
7.	Subbase Course, 6" - Approach and Exterior	1,200	SY	\$8.00	\$9,600.00
8.	6" PCC Pavement - Floor	650	SY	\$55.00	\$35,750.00
9.	6" PCC Pavement - Approach and Exterior	1,200	SY	\$50.00	\$60,000.00
10.	Concrete Stoops	2	EA	\$1,000.00	\$2,000.00
11.	Building Complete (75' x 75')	1	LS	\$315,000.00	\$315,000.00
12.	Electrical Power Supply to Building	1	LS	\$30,000.00	\$30,000.00
13.	Miscellaneous Construction		10%		\$53,000.00
14.	Legal, Administration, & Engineering		10%		\$57,250.00
TOTAL - STORAGE HANGAR CONSTRUCTION					\$621,300
<i>FAA Share (Avalible Entitlements)</i>					<i>\$559,170</i>
<i>Local Share (Avalible Entitlements)</i>					<i>\$62,130</i>



SCALE 1"=100'
0 100'



FFY CIP 2019 (DESIGN) AND FFY 2020 (CONSTRUCTION) STORAGE HANGAR IMPROVEMENTS MARSHALLTOWN MUNICIPAL AIRPORT

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





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

November 16, 2017

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

From: Anne Selness
Parks and Recreation Director

Re: Acceptance of the Rice Grass Wetland parcel

Policy Issue: For Council approval.

Recommendation: Staff recommends accepting the Rice Grass Wetland parcel from the Iowa Department of Transportation (IDOT). The recent Parks and Recreation Master Plan survey results showed people are looking for a more "natural" park experience. This new park will eventually have a grass walking trail and interpretive signage highlighting the natural resources to be observed here. In addition, this property will be an excellent place for school groups to study local ecology.

Background: Park and Public Works staff have evaluated the new 27 acre park site in the southeast corner of city limits. City responsibilities would be to control noxious weeds and any nuisance rodents as we currently do on other park sites. The new park is home to numerous bird, tree and plant species. The IDOT will install approximately 590 feet of permanent fence to re-establish the east property line.

Budget Impact: No

Attachment: Yes

cc: Jessica Kinser, City Administrator

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



RESOLUTION 2017-293 AUTHORIZING THE CITY OF MARSHALLTOWN TO ENTER INTO A 28E AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION (IDOT) ACCEPTING THE RICE GRASS WETLAND PARCEL IN THE SOUTHEAST CITY LIMITS.

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 Parks and Recreation Department’s recent Parks and Recreation Master Plan survey results indicated city residents are looking for a more natural park experience; and

WHEREAS currently the City Parks and Recreation Department offers traditional city park opportunities and the recent Master Plan directs us to diversify our amenities to engage more residents in physical activity offerings; and

WHEREAS accepting this natural parcel will allow the City to offer a natural hiking trail amenity with interpretive signage depicting the natural resources to be found at the Rice Grass Wetland Park including opportunities for school groups to study local ecology; and

WHEREAS the City Council has found the request to approve this agreement to be in the best interest of the City of Marshalltown.

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

Section 1. This Council hereby authorizes City staff to enter into an agreement to accept the Rice Grass Wetland Parcel for a natural park in the southeast City limits.

Passed this 27th day of November, 2017 and signed this day of November 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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



**IOWA DEPARTMENT OF TRANSPORTATION
Wetland Mitigation Agreement**

County	Marshall
Project No.	NHSN-030-5(141)--2R-64
Iowa DOT	
Agreement No.	2018-16-106
Staff Action No.	

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT" and the City of Marshalltown, hereinafter designated "CITY" in accordance with Iowa Code Chapters 28E as follows:

1. To compensate for impacts to wetlands from improvements to U.S. Highway 30, the DOT has established the Rice Grass A wetland mitigation site in Marshall County; located in Section 18, T-83N R-17W, which is the NE quadrant of the U.S. 30/18th Avenue interchange in the southeast corner of the city limits of Marshalltown (See **Exhibit A**).
2. Department of the Army Permit 271970 authorized the U.S. 30 road construction and the construction and use of the Rice Grass A and B sites for mitigating the wetland impacts. The two sites are included under this permit, however, this Agreement is only for Rice Grass A (also referred to as "Borrow Site" in D. A. Permit 271970 (See **Exhibit B**). Rice Grass A was designed for an 11.9-acre area that held 6 acres of shallow water and 5.9 acres of area less than two feet above expected normal water level. The 5.9-acre area was to be planted to trees. This permit was also modified (D.A. Permit 271970-1, See **Exhibit B**) on June 23, 2009, and required 6.5 acres of forested wetland to be replaced at Woods Family Farm. The DOT is no longer required to monitor Rice Grass A (Parcel 25 – 26.72 acres, See **Exhibit C**).
3. According to the D. A. Permit 271970, the Rice Grass A site must be operated and managed in compliance with the specified conditions.
4. The DOT and CITY will cooperate in the ownership, management, and maintenance of this site in accordance with the following terms and conditions.

A. The DOT agrees to:

- (1) Insure the success of the wetland mitigation and perform any corrective measures deemed necessary by the DOT, the U.S. Army Corps of Engineers, or the Iowa Department of Natural Resources (DNR).
- (2) Maintain and/or repair the site in the event of catastrophic damage, including but not limited to severe scour erosion, extraordinary soil siltation, structure failure, etc.
- (3) Install approximately 590 feet of permanent fencing to re-establish the east property line.
- (4) Transfer the title of Parcel 25 as shown on **Exhibit C** to the CITY after the execution of this Agreement.
- (5) Comply with and fulfill all conditions listed in D.A. 404 Permits 2016-1018 and 2017-335.

June 2012

B. The CITY agrees to:

- (1) Assume ownership of the SITE upon transfer of jurisdiction by the DOT (after the DOT has been released of all monitoring responsibilities). Upon execution of this Agreement, assume all routine maintenance and management of wetland, forested and upland areas.
 - (1) Notify and obtain permission from the DOT, U.S. Army Corps of Engineers, and DNR for construction activities near the wetland mitigation area (e.g. trails, etc.).
 - (2) Control noxious weeds within the mitigation site.
 - (3) Maintain and manage the wetland mitigation area in perpetuity.
 - (4) Control nuisance rodents such as beaver and muskrats from damaging the earthen berm.
 - (5) Grant the DOT right of entry to the mitigation site at any time.
 - (6) Grant the DOT the right to perform any corrective measures deemed necessary to meet 404 permit requirements at any time, including earthwork and installation of signage.
 - (7) Notify the DOT in the event of catastrophic damage to the mitigation area.
 - (8) Participate in a site inspection if requested by the DOT.
 - (9) Maintain recreation and access trails, construct and maintain hunting stands or blinds, and erect signs within the site, as desired.
 - (10) It is understood and agreed that the CITY retains the right to allow fishing and other similar types of non-destructive recreation on the site. Establishment and maintenance of any said trails, signs, or any other facilities shall not detract from the integrity of the wetland mitigation area, and shall be acceptable to the DOT and regulatory agencies.
5. Future development or land-use conversion of the mitigation site, or any part thereof, for any purpose which may interfere with or be detrimental to the wetland, is prohibited.
 6. In accordance with Iowa Code Chapter 216, the CITY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
 7. If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.
 8. This Agreement is not assignable without the prior written consent of the DOT.
 9. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
 10. This Agreement may be executed in three counterparts, each of which so executed will be deemed to be an original.
 11. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire agreement between the CITY and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

June 2012

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2018-16-106 as of the date shown opposite its signature below.

CITY OF MARSHALLTOWN:

By: _____ Date _____, 20__.

Title: James Lowrance, Mayor

I, Shari Coughenour, certify that I am the Clerk of the City, and that James Lowrance, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

Signed: _____
City Clerk of Marshalltown, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

Scott A. Dockstader
District Engineer
District 1

2017-_____

RESOLUTION APPROVING CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND GTG ARCHITECTS, LLC OF JOHNSTON, IOWA FOR ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR THE VETERANS MEMORIAL COLISEUM IN THE AMOUNT OF \$162,800.

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a contract for architectural services for the Veterans Memorial Coliseum by and between the City of Marshalltown, Iowa, and GTG Architects, LLC; and

WHEREAS the GTG Architects, LLC bid consists of construction documents and related services in the amount of \$153,025 with additional services including environmental and historic preservation consultants for \$9,775; and

WHEREAS the proposed project specifications and architectural, structural and MEP construction drawings will be completed by June 30, 2018; and

WHEREAS the Parks and Recreation Department provides year round indoor recreational opportunities for Marshalltown and surrounding communities in the Veterans Memorial Coliseum; and

WHEREAS the Parks and Recreation Department will be able to expand recreational programming opportunities for all ages and abilities in Marshalltown including future rental uses for the Coliseum holding up to 1000 people for special events; and

WHEREAS developing updated amenities at the Veterans Memorial Coliseum is in the best interest of the City of Marshalltown.

WHEREAS the City Council has fully examined the 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 COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. That the contract by and between the CITY OF MARSHALLTOWN, IOWA and GTG Architects, LLC for architectural services, in the amount of \$162,800 is hereby fully approved in all respects and particulars.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said Services Agreement on behalf of the City of Marshalltown, Iowa.

Section 3. This agreement shall be considered in full force and effect from and after its signature by all parties, as required.

Passed this 27th day of November, 2017 and signed this _____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

November 7, 2017

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

From: Anne Selness
Parks and Recreation Director

Re: Architects for Veterans Memorial Coliseum Design

Policy Issue: Information for Council Members

Recommendation: Staff recommends hiring GTG Architects, LLC of Johnston, IA to complete architectural, engineering and related services including environmental and historic preservation services in the amount of \$162,800 for the Veterans Memorial Coliseum renovation project.

Background: The Marshalltown Veterans Memorial Coliseum was built in 1928. It is operated and funded in accordance with Chapter 37 of the Iowa Code including a 5-member commission made up of veterans. The Coliseum is part of the Historic District designation made for downtown Marshalltown and is located on a major street adjacent to City Hall. GTG Architects, LLC have been selected to provide architectural, engineering and related services for the design needed to renovate and rehabilitate the Veterans Memorial Coliseum to preserve and continue usage for this impressive 1928 structure.

Budget Impact: Yes

Attachment: Yes

cc: Jessica Kinser, City Administrator

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



**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A GRANT
APPLICATION TO THE MARTHA-ELLEN TYE FOUNDATION FOR A WAYFINDING
MASTER PLAN**

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 first initiated a wayfinding signage initiative in 1988 with a policy regarding destination signage; and

WHEREAS, the current program has not kept up with the changing needs of the community, resulting in signage that does not capture all locations and which is difficult to find throughout the community; and

WHEREAS, the staff is proposing a request to be made to the Martha-Ellen Tye Foundation for \$20,000 matching funds to complete a Wayfinding Master Plan in 2018, which would provide recommendations for placement and location, destinations or locations, and designs for production; and

WHEREAS, the City’s matching portion of the funding would come from either the current year Local Option Sales Tax allocation or from the Local Option Sales Tax fund balance;

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 Martha-Ellen Tye Foundation to support a Wayfinding Master Plan

Passed this 27th day of November, 2017, and signed this ____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: November 17, 2017
RE: Grant Application for Wayfinding

Policy Issue: Council must authorize all grant applications

Recommendation: To approve the resolution as proposed

Background: Wayfinding has become a creative and eye-catching way to help direct visitors within your community to different destinations or locations while working to say something about your community in the process. Our current system was initiated in 1988 (see attached resolution and policy), but focused more on signage and not on wayfinding.

In mid-October, a group consisting of the following people met to start talking about wayfinding in the community and how we should move forward:

- Kyley Leger, Vision Marshalltown
- Jenny Etter, MCB
- Val Ruff, CVB
- Denise Ullery, 13th Street District and Iowa Veterans Home
- Steve Valbrecht, Airport and Trails Inc.
- Gary Ross, YMCA

Also invited but unable to attend were representatives from the Marshalltown Community School District, Marshall County Fairgrounds, and UnityPoint Hospital. Our conversation discussed the pros and cons of the current system and what different entities would like in a new system of signage. The existing signs are very difficult to see and very hard to read (see picture below). It was determined that the best way to move forward is with a Wayfinding Master Plan. This also fits in with one recommendation from the Parks and Rec Master Plan which talked about a need for wayfinding within the City's parks system and trails.

No budget has been created for the actual purchase and installation of signage. This would be determined on the consultants work and would allow for the entities listed above to pursue grants as it related to signage in their own areas.

City Council
Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Sue Cahill, Michael Gowdy, Bethany Wirin





Budget Impact: \$20,000; I would propose this come out of the remaining annual LOST council-designated amount or out of the LOST council-designated fund balance.

Attachment: Policy and Resolution

City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Sue Cahill, Michael Gowdy, Bethany Wirin

Marshalltown

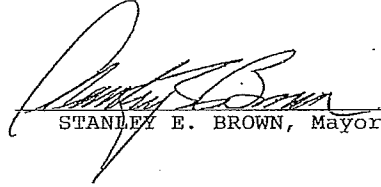


RESOLUTION TO ADOPT POLICY
FOR DESTINATION SIGNING

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

Section 1. That the guidelines and policy proposed and submitted by the Public Works Director relating to approval and installation of Destination Signing as fully set forth in the attachment to this resolution, marked Exhibit "A" and by this reference made a part hereof, is hereby adopted and approved as the official policy of the City of Marshalltown, Iowa.

Passed this 22 day of February, 1988 and signed this
23 day of February, 1988.


STANLEY E. BROWN, Mayor

ATTEST:


MARY STARTVEDT, City Clerk

POLICY FOR THE APPROVAL AND INSTALLATION
OF DESTINATION SIGNING

In order to provide for the orderly flow of traffic within the city and to maintain the integrity of the city's neighborhoods, the following are guidelines that will be used to evaluate requests for signing to direct traffic to specific areas or facilities within Marshalltown.

1. Facilities requesting destination signing should have large public interest such as the following:
 - a. Central Business District
 - b. Senior High School
 - c. Softball Complex
 - d. Iowa Veterans Home
 - e. City Parks
 - f. Fair Grounds
2. Private facilities requesting destination signing should be limited to facilities that have high amounts of out-of-town traffic and locations that are hard to find.
3. Industry facilities requesting destination signing should be limited to the following:
 - a. Shipping and receiving facilities that have heavy truck traffic.
 - b. Facilities that are hard to find.
 - c. Facilities that can show a benefit to the surrounding neighborhood by signing routes.
 - d. Facilities that have heavy out-of-town traffic where signing would improve the community image.

The following are review and installation standards:

1. Requests should be made in writing to the Public Works Director stating the following:
 - a. Facility, address, and location of destination.
 - b. Statement of reasons why the request is being submitted.
 - c. Map showing proposed access and sign locations.
 - d. Contact person and telephone number.
2. Public Works Director will review the request and submit it to the Street and Alley Committee for their approval along with a recommendation on the following:
 - a. Number and location of signs needed.
 - b. Cost to furnish and place all signs proposed.
3. Destination signs will be designed and located as follows:
 - a. Signs shall conform to the requirements of the Manual on Uniform Traffic Control Devices.
 - b. Signs shall be reflectorized white letters on a green background as per Section 2D-34 of said manual.
 - c. Signs shall be located as per Section 2D-36 of said manual.

4. The facility requesting the signing shall pay for all labor and materials to furnish and install the appropriate signing.

**RESOLUTION AUTHORIZING LOAN TO TAX INCREMENT REVENUE FUND, URBAN
RENEWAL AREA NO 3, TO FUND MEDIC**

WHEREAS, the City of Marshalltown, Iowa, has established an urban renewal area in the City known as the Marshalltown Urban Renewal Area No. 3 (the "Urban Renewal Area"); and

WHEREAS, the City Council has created the Marshalltown Urban Renewal Area No. 3 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 expenses related to funding MEDIC in the Urban Renewal Area that would be eligible under state law to be reimbursed from incremental property tax revenues (the "Project Expenses"); and

WHEREAS, in order to make the Medic payment 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 \$50,000 be advanced to the Tax Increment Revenue Fund from the General Reserve Fund, in order to pay the Project 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.

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, 2017, 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 AND APPROVED the 27th day of November, 2017. CITY OF MARSHALLTOWN, IOWA

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

2017-__

**RESOLUTION AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX
INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR
EACH URBAN RENEWAL AREA WITHIN THE CITY OF MARSHALLTOWN**

WHEREAS the Council has determined that certifying Code of Iowa Section 403.19 Tax Increment Financing (TIF) Indebtedness is in the best interest of the City of Marshalltown.

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

Section 1. The Council authorizes filing of the certification of Code of Iowa 403.19 Tax Increment Financing (TIF) indebtedness to the county auditor for each urban renewal area within the City of Marshalltown.

Section 2. The City Finance Director is directed certify the indebtedness as required by Iowa law.

PASSED this 27th day of November, 2017, and signed this ____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

FINANCE DEPARTMENT

November 21, 2017

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

From: Diana Steiner, Finance Director 

Re: Authorizing loans to TIF programs and TIF certification to the county.

Policy Issue: Council must approve the loans and certification.

Recommendation: Staff recommends approving the annual program payments from TIF funds and the certification to the County. This is due to Marshall County December 1st.

Background: The Finance Department has prepared the program payment documents and the certification to the county and is requesting your review. The TIF funds will be collected by the County and remitted to the City in fiscal year 2019.

Budget Impact: N/A

Attachment: Authorizing program payments and TIF certification.

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin



**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 33,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Eside TIFUrban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. TIG Distributing Resolution 2015-149 Rebate of taxes equaling 33,000	9-14-15	33,000
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 33,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail AG TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 175,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Retail TIF & Retail AG TIF #3Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Medic - Resolution #2017-xxx for Fiscal Year 2018-2019 Pledge	11-27-17	50,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Bobcat Academy	10-12-15	125,000
Resolution 2015-180		
Rebate of taxes over 6 fiscal years not to exceed \$125,000		
Create 5 FTEs within 24 months		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 175,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 228,800

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Uptown TIF #4Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Central Business District pledge for operations FY 18-19 amount</u> <u>Resolution 2017-317</u> _____ _____ _____	<u>11-13-17</u>	<u>26,000</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>Downtown Façade and Code Upgrade Grant</u> <u>Resolution 2017-317</u> _____ _____ _____	<u>11-13-17</u>	<u>40,000</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>Veterans Memorial Coliseum</u> <u>Resolution 2017-146</u> _____ _____ _____	<u>8-14-17</u>	<u>162,800</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 228,800

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR

**Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

[illegible]

Dated this day of , ,

Signature of Authorized Official	Telephone
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**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR****Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**City: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,300,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official_____
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Eagle View at Wandering Creek</u> <u>52 Residential Units and related infrastructure</u>	<u>9/26/16</u>	<u>1,300,000</u>
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____	_____	_____

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____	_____	_____

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____	_____	_____

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____	_____	_____

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,300,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Telephone



POLICE DEPARTMENT

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

TO: Mayor James L. Lowrance
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: November 16, 2017

RE: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement
FY 2017-2018

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

Recommendation: Staff recommends the Marshalltown City Council approve the FY 2017-2018 28E Agreement with the Iowa Alcoholic Beverages Division (ABD) for the enforcement of Iowa's tobacco, alternative nicotine and vapor product laws. Staff also recommends that the City Council authorize the Chief of Police to sign this agreement.

Background: The City of Marshalltown and the Marshalltown Police Department have a long standing relationship with the Iowa ABD for the enforcement of tobacco laws and public education connected to tobacco regulations in Iowa. Historically, the police department has partnered with Iowa ABD to conduct tobacco compliance checks at all licensed tobacco retail outlets in the city limits of Marshalltown. The attached agreement would require that the police department conduct compliance checks on all Marshalltown tobacco retailers before January 15, 2018. Non-compliant establishments would be checked again before April 15, 2018. The Iowa ABD will pay the police department \$75.00 per reported compliance check. The police department believes this is an important public health and public policy initiative. Staff recommends approval of this agreement.

Budget Impact: Not Applicable

Attachment: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement for FY 2017-2018

Marshalltown



Sue Cahill, Mike Gowdy, Joel Greer, Al Hoop,
Leon Lamer, Bill Martin, Bethany Wirin

2012

2017-

RESOLUTION APPROVING A CONTRACT
FOR TOBACCO ENFORCEMENT SERVICES
BETWEEN

THE CITY OF MARSHALLTOWN, IOWA,
AND
THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA,
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City of Marshalltown, Iowa, has negotiated a Contract for Tobacco Enforcement Services pursuant to Chapter 28E of the Iowa Code, with the Iowa Alcoholic Beverages Division, State of Iowa; 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 is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on October 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 20 days prior to the date of cancellation.

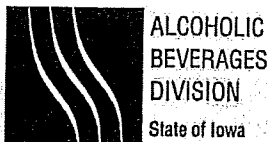
Section 3. That the Chief of Police and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 27th day of November 2017, and signed this _____ day of November 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk



Kim Reynolds *Governor of Iowa*
Adam Gregg *Lieutenant Governor*
Stephen Larson *Administrator*

November 8, 2017

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2018 (July 1, 2017 – June 30, 2018). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2017.

In order to be an I-PLEDGE partner in fiscal year 2018, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook. While reviewing the agreement, please note the highlighted language in Section 10.

It is important to remember that ABD is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2018, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to ABD in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to ABD will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, feel free to contact me at 515.281.7434 or 515.314.8561, with questions regarding the enclosed agreement. If you prefer, you may also email Ekman@iowaabd.com.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

SCHEDULE 2

THIS AGREEMENT is made and entered into on this ____ day of _____, 2017 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Marshalltown Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Marshalltown Police Department
22 N. Center Street, Marshalltown, Iowa 50158

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2018, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2017.

The compliance check shall be completed and submitted for reimbursement to ABD by **January 15, 2018**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2017 business year, but not before October 1, 2017. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2017 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **April 15, 2018**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **January 15, 2018**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 Youth Volunteers. Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 Insurance, Benefits and Compensation. The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2017** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract;

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Michael Tupper
Marshalltown Police Department
22 N. Center Street
Marshalltown, Iowa 50158
Email:

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe, Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE AND
INSTALLATION OF A SABRE INDUSTRIES MONOPOLE AT THE NEW
POLICE AND FIRE FACILITY, IN THE AMOUNT OF \$130,144.10**

WHEREAS the City of Marshalltown, Iowa desires to procure a Sabre Industries Monopole and let bids for this purpose; and

WHEREAS Sabre Industries submitted a bid for \$130,144.10, and

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

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

Section 1. That the City of Marshalltown accepts the bid from Sabre Industries for said monopole in the amount of \$130,144.10.

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

Passed this 27th day of November, 2017, and signed this _____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

November 20, 2017

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

From: Justin Nickel
Director of Public Works

Re: Professional Services Agreement– Sabre Industries for design and installation of a 175 foot monopole communications tower at the Police and Fire Station (BLD 17001) for \$130,144.10.

Policy Issue: City policy requires Governing Body approval of professional services agreements.

Recommendation: Staff recommends approving the Agreement with Sabre for installation of the monopole for \$130,144.10 utilizing the National Association of State Procurement Officers contract with the State of Iowa.

Background: The monopole is necessary in order to continue operating on the existing Police and Fire radio system. Due to the elevation of the new Police and Fire site the monopole height is needed in order to transmit to the other 5 existing towers throughout the county.

Budget Impact: There are sufficient bonded funds to accept this agreement.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Mike Gowdy, Joel Greer,
Al Hoop, Leon Lamer, Bill Martin, Bethany Wirin



PROPOSAL

Prepared for: **CITY OF MARHSALLTOWN**
 24 North Center Street
 Marshalltown, IA 50158

Attn: Mr. Justin Nickel

Proposal No.: 18-3735-NASPO-R4 Option I
 Date: 11/20/2017 Page 1 of 5
 Reference: 175' Monopole/Marshalltown, IA
 NASPO CONTRACT #05715
 Freight: Origin

SABRE MONOPOLE

Quantity of one (1) Sabre Monopole. The monopole has an overall height of 175'. The overall height of this monopole includes the foundation projection.

The monopole will be eighteen-sided and tapered in design with a top diameter of 14" and a base diameter of 38.6".

The monopole will be designed for a basic wind speed of 90 mph with 0" of radial ice, and 40 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G.

Revision G Parameters:

- Structure Class III
- Exposure Category C
- Topographic Category 1

***Refer to Notes section for definitions of Revision G parameters.*

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(4) PMP 400		X	173'	(4) 7/8"	5 GHz	Unknown	Quad-Collar Mount	X	
2	(2) DB224 Decibel Antennas		X	160' At Base	(2) 7/8"	N/A	Unknown	Two (2) 3' Sidearms with Collar Mount	X	
3	(1) 3' H.P. Dish		X	100'	(1) 7/8"	6 GHz	0°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount	X	
4	(1) 6' Yagi Antenna		X	50'	(1) 7/8"	N/A	Unknown	Tri-Collar Mount	X	
5	(1) 6' Yagi Antenna		X	40'	(1) 7/8"	N/A	Unknown	Tri-Collar Mount	X	
6	(1) 6' Yagi Antenna		X	30'	(1) 7/8"	N/A	Unknown	Tri-Collar Mount	X	
7	(1) 6' Yagi Antenna		X	20'	(1) 7/8"	N/A	Unknown	Tri-Collar Mount	X	

**This structure has been designed with a 100% increase in antenna and line loading.*

PROPOSAL

Prepared for: **CITY OF MARHSALLTOWN**
24 North Center Street
Marshalltown, IA 50158

Attn: Mr. Justin Nickel

Proposal No.: **18-3735-NASPO-R4 Option I**
Date: **11/20/2017** Page **2** of **5**
Reference: **175' Monopole/Marshalltown, IA**
NASPO CONTRACT #05715
Freight: **Origin**

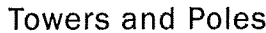
ITEM I	MONOPOLE MATERIALS (NASPO Part # 16-3632)	\$39,709.00
	(NASPO 5% Discount)	\$37,723.55

Materials to be provided include:

Complete monopole steel and hardware
Anchor bolts and templates, (8) bolts 84" long
Step Bolts
Quad-Collar Mount at the 173' elevation
Two (2) 3' sidearms with collar mount at the 160' elevation
One (1) pipe mount (up to 6' dish) with collar mount at the 100' elevation
Tri-Collar Mount at the 50' elevation
Tri-Collar Mount at the 40' elevation
Tri-Collar Mount at the 30' elevation
Tri-Collar Mount at the 20' elevation
Ten (10) 6" x 12" access ports with J hooks (see notes)
Two (2) 10.5" x 25.5" access ports (see notes)
200' safety climb without harness
Two (2) waveguide bridges 2-leg 2' x 10' (22' direct burial) with six (6) 2 level trapeze kits and one (1) waveguide bridge splice kit
One (1) 2-7/8" x 15' lightning rod ext.
One (1) 3' x 5/8" lightning rod copper clad
Three (3) tinned buss bars (1/4" x 4" x 20", 51 holes kit)
P.E. certified profile drawings (see notes)
P.E. certified foundation design (see notes)
Final erection drawings

ITEM II	ANTENNA AND LINE INSTALLATION (NASPO Part #18-3710-1).....	\$20,407.00
	(NASPO 5% Discount)	\$19,386.65

Install three (3) Cambium PMP 450i access points at the 173' elevation on flush mounts and run feeder line to the base of the tower and coil the cable just inside the building.
Install one (1) Cambium PMP 450i access points at the 169' elevation on flush mounts and run feeder line to the base of the tower and coil the cable just inside the building.
Install two (2) DB224 at the 160' elevation on two (2) 3' sidearms and run feeder lines to the base of the tower and coil the cable just inside the building.
Install one (1) 3' HP mw dish at the 100' elevation on a dish mount and run feeder line to the base of the tower and coil the cable just inside the building.
Install one (1) 6' yagi at the 50' elevation on a dish mount and run feeder line to the base of the tower and coil the cable just inside the building.
Install one (1) 6' yagi at the 45' elevation on a dish mount and run feeder line to the base of the tower and coil the cable just inside the building.
Install one (1) 6' yagi at the 40' elevation on a dish mount and run feeder line to the base of the tower and coil the cable just inside the building.
Install one (1) 6' yagi at the 35' elevation on a dish mount and run feeder line to the base of the tower and coil the cable just inside the building.
Supply and install 8-hole entry port
(A&L pricing is for labor only. All antenna and line material provided (by others)



PROPOSAL

Prepared for: CITY OF MARHSALLTOWN
24 North Center Street
Marshalltown, IA 50158

Attn: Mr. Justin Nickel

Proposal No.: 18-3735-NASPO-R4 Option I
Date: 11/20/2017 **Page** 3 **of** 5
Reference: 175' Monopole/Marshalltown, IA
 NASPO CONTRACT #05715
Freight: Origin

Freight:	Origin
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ITEM III	MONOPOLE ERECTION (NASPO Part # 16-4508-21)	\$32,368.00
	(NASPO 5% Discount)	\$30,749.60

The following is included in the monopole erection price:

Offload monopole materials from truck and inventory

Erect monopole steel complete

Install step bolts

Install Quad-Collar Mount at the 173' elevation

Install two (2) 3' sidearms with collar mount at the 160' elevation.

Install one (1) pipe mount (up to 6' dish) with collar mount at the 100' elevation.

Install Tri-Collar Mount at the 50' elevation

Install Tri-Collar Mount at the 40' elevation

Install Tri-Collar Mount at the 30' elevation

Install Tri-Collar Mount at the 20' elevation

Install 200' safety climb without harness

Install two (2) waveguide bridges 2-leg 2' x 10' (22' direct burial) with six (6) 2 level trapeze kits and

one (1) waveguide bridge splice kit

Install one (1) 2-7/8" x 15' lightning rod ext.

Install one (1) 3' x 5/8" lightning rod copper clad

Install three (3) tinned buss bars (1/4" x 4" x 20", 51 holes kit)

ITEM IV	FOUNDATION INSTALLATION (NASPO Part # 16-4508-14)	\$35,181.00
	(NASPO 5% Discount)	\$33,421.95

Install foundations based on (Engineering Co. Name's) soil analysis provided to Sabre Communications Corporation.

ITEM V	SITE GROUNDING INSTALLATION (NASPO 16-4508-34)	\$ 7,813.00
	(NASPO 5% Discount)	\$ 7,422.35

Supply and install Motorola R-56 grounding to include (halo around the base of the tower, waveguide bridge posts, (1) master buss bar at the base of the tower, (1) buss bar below then the building entry port outside and (1) buss bar below the entry port on the inside.)

MONOPOLE FREIGHT TO MARSHALL COUNTY, IOWA.....\$ 1,112.00

***ANCHOR BOLT FREIGHT TO MARSHALL COUNTY, IOWA*\$ 328.00**

PROPOSAL

Prepared for: **CITY OF MARHSALLTOWN**
24 North Center Street
Marshalltown, IA 50158

Attn: Mr. Justin Nickel

Proposal No.: 18-3735-NASPO-R4 Option I
Date: 11/20/2017 **Page 4 of 5**
Reference: 175' Monopole/Marshalltown, IA
NASPO CONTRACT #05715
Freight: Origin

NOTES: **Terms will be reviewed upon receipt of order.**

Classification of Structure:

- Class Three
Structures used primarily for essential communications such as: civil or national defense, emergency, rescue or other disaster operations, military and navigation facilities.

Exposure Category:

- Exposure C
Open terrain with scattered obstructions having heights generally less than 30 feet. This category includes flat, open country, grasslands and shorelines in hurricane prone regions. *Exposure C is the standard default for exposure categories.*

Topographic Category:

- Category 1
No abrupt changes in general topography, e.g. flat or rolling, no wind speed-up consideration shall be required. *Category one is the standard default for the topographic categories.*

This quotation is based on ANSI/TIA-222-G and Customer provided specifications.

Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-G.

Dimensional information is preliminary only; it may change based on final engineering.

All Sabre mounts are designed in accordance with antenna specifications.

Cable type safety climbing device provided does not include harness.

Site must be easily accessible for trucks delivering monopole steel and concrete, cranes, drill rigs, and all other equipment required to perform the job.

In the event that the existing soil conditions are found to be other than as depicted in the Soils Report and Sabre's soil parameters, Sabre may ask for an equitable adjustment to the quoted price.

Customer to secure all permits.

This quote is based on non-union, non-prevailing wages, and non-winter working conditions.

All deviations, alterations, field changes, engineering changes, or architectural changes to the implied scope of work will be bill accordingly on a time and materials basis.

Any downtime or remobilization due to circumstances beyond our control will be billed accordingly.

Sabre's standard access port size is 6" x 12".

Two (2) access ports will be provided. Elevations and azimuths must be specified at the time of order.

Freight charges quoted are for provided materials only.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided by others.

All monopole materials will be hot dip galvanized as outlined in ASTM A-123.

PROPOSAL

Prepared for: **CITY OF MARHSALLTOWN**
24 North Center Street
Marshalltown, IA 50158

Proposal No.: 18-3735-NASPO-R4 Option I
Date: 11/20/2017 Page 5 of 5
Reference: 175' Monopole/Marshalltown, IA
NASPO CONTRACT #05715
Freight: Origin

Attn: Mr. Justin Nickel

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

The permit package includes a profile drawing of the structure with member sizes; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

Due to material price fluctuations, Sabre reserves the right to review all material pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Due to freight price fluctuations, Sabre reserves the right to review all freight pricing prior to accepting any order.

Pricing is subject to review at the time of order. Additional costs may be applied at that time.

Prices are valid for 30 days.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery will be approximately 6 to 8 weeks after receipt of required information and contingent upon backlog at the time of order.

This proposal is based on the terms and conditions proposed above and NASPO Master Agreement # 05715.

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

Signature _____

Name (print) James Lowrance

Name (print) Shari Coughenour

Title Mayor Date _____

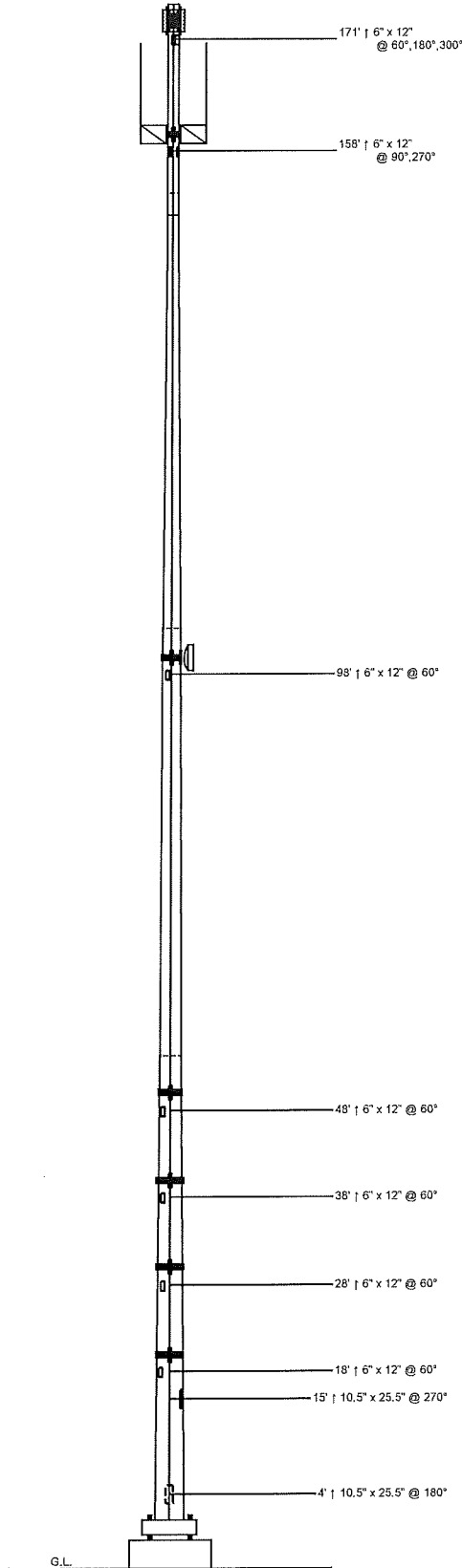
Title Attest Date _____

Purchase Order No. _____

Submitted By: Sabre Communications Corporation


Heath Peterson
Government/Utility Sales Manager

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN									
Length (ft)	53'-3"	53'-6"	53'-6"	18	24'-3"	53'-6"	24'-3"	53'-6"	24'-3"
Number Of Sides									
Lap Splice (ft)									
Top Diameter (in)	30.61"	30.61"	30.61"	23.76"	14"	16.76"	14"	16.76"	14"
Bottom Diameter (in)	38.6"	38.6"	38.6"	31.79"	17.64"	24.79"	17.64"	24.79"	17.64"
Taper (in/ft)				0.15					
Grade				A572-65					
Weight (lbs)	7648	7648	7648	4256		3156		3156	
Overall Steel Height (ft)				174					1227



Designed Appurtenance Loading

Elev	Description	Tx-Line
173	Flush Mount (Monopole Only)	
173	(4) PMP 400	(4) 7/8"
170.62	(2) DB224	(2) 7/8"
160	(2) 3ft Sidearms	
100	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
100	(1) 3' H.P. Dish	(1) 7/8"
50	Flush Mount (Monopole Only)	
50	(1) 6' Yagi	(1) 7/8"
40	Flush Mount (Monopole Only)	
40	(1) 6' Yagi	(1) 7/8"
30	Flush Mount (Monopole Only)	
30	(1) 6' Yagi	(1) 7/8"
20	Flush Mount (Monopole Only)	
20	(1) 6' Yagi	(1) 7/8"

Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	21.6	17.24	1765.34	20.22	12.33
3s Gusted Wind 0.9 Dead	16.23	17.3	1735.72	19.67	11.93
3s Gusted Wind&Ice	36.52	4.36	527.94	6.93	4.29
Service Loads	18.06	3.74	383	4.55	2.72

Base Plate Dimensions

Shape	Width	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Square	42"	2.5"	44.75"	8	2.25"

Material List

Display	Value
A	3' - 6"
B	2' - 6"

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 90 mph with 0" of radial ice, and 40 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
- 5) Full Height Step Bolts
- 6) This structure has been designed with a 100% increase in antenna and line loading.

Sabre Industries™
Towers and Poles

Sabre Communications Corporation
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0314

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

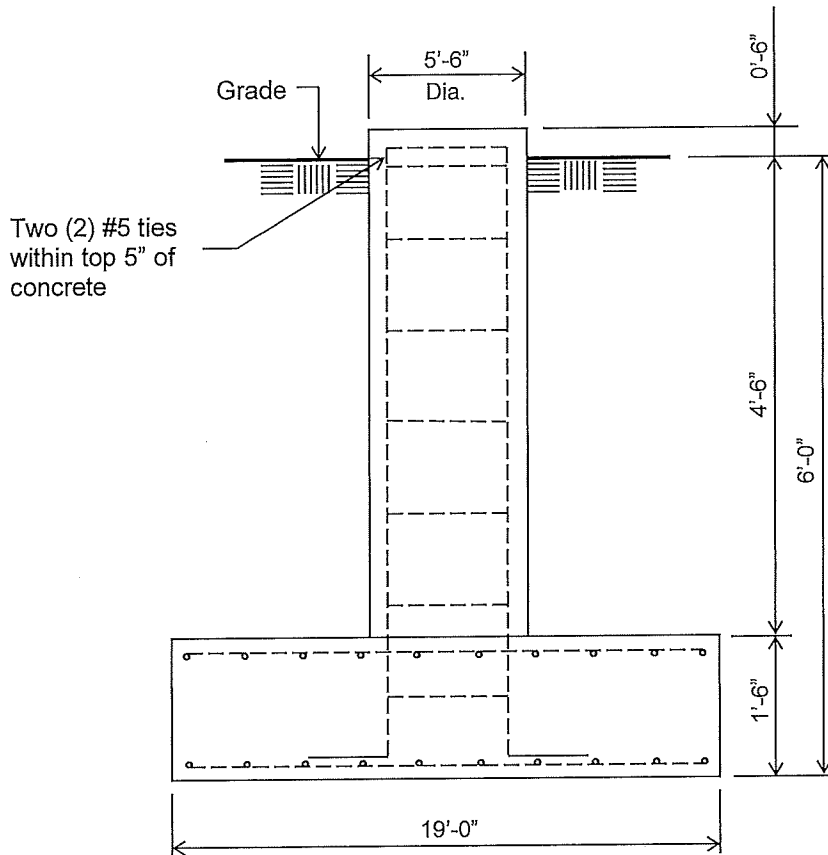
Quote:	18-3735-HGP-R4 Opt. 1
Customer:	CITY OF MARSHALLTOWN
Site Name:	Marshalltown, IA
Description:	175' Monopole
Date:	11/20/2017
By:	RKR
Page:	1

Customer:

Site: Marshalltown, IA

175' Monopole at
90 mph Wind with no ice and 40 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(24.46 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Terracon Consultants, Inc., Project No. AB175001-01 dated: April 5th, 2017.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 4.5 ft of soil cover is required over the entire area of the foundation slab.
- 8) The foundation is based on the following factored loads:
Moment (kip-ft) = 1766.20
Axial (kips) = 21.67
Shear (kips) = 17.23

Rebar Schedule for Pad and Pier

Pier	(30) #7 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C
Pad	(20) #8 horizontal rebar evenly spaced each way top and bottom (80 total)



November 20, 2017

CITY OF MARSHALLTOWN
24 North Cedar Street
Marshalltown, IA 50158

Attn: Justin Nickel
(641) 754-5734

Dear Mr. Nickel:

Per your recent request, please find following our revised quotation for a 175' Sabre Monopole.

If you have any questions or require further information, please feel free to contact me at (800) 369-6690, ext. 11610.

Sincerely,

SABRE COMMUNICATIONS

A handwritten signature in dark ink, appearing to read 'Heath Peterson', is written over the printed name.

Heath Peterson
Government/Utility Sales Manager

Enclosure: Per Above

NASPO: rr

RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
PROCHASKA AND ASSOCIATES, FOR THE POLICE AND FIRE STATION PROJECT
BLD 17001
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$50,830.00

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Prochaska and Associates, for the Police and Fire Station; 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 Prochaska and Associates, is hereby approved in all respects and particulars.

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

Passed this 27th day of November 2017, and signed this _____ day of November 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

November 20, 2017

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

From: Justin Nickel
Director of Public Works

Re: Professional Services Agreement– Prochaska and Associates for assistance with inventory and procurement of soft cost items at the Police and Fire Station (BLD 17001) for a fee not to exceed \$50,830.00.

Policy Issue: City policy requires Governing Body approval of professional services agreements.

Recommendation: Staff recommends approving the Agreement with Prochaska to assist staff with inventory, requests for proposal, review of bids and award for soft cost items such as Crime Lab items, furniture, equipment and dispatch equipment.

Background: Staff asked Prochaska to prepare a price for assistance in procurement of soft cost items.

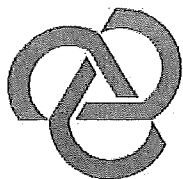
Budget Impact: There are sufficient bonded funds to accept this agreement.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Mike Gowdy, Joel Greer,
Al Hoop, Leon Lamer, Bill Martin, Bethany Wirin





Prochaska & Associates

November 10, 2017

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N. Center Street
Marshalltown, Iowa 50158

RE: Marshalltown Police & Fire Headquarters
Fee Proposal & Agreement for Additional Soft Cost Services

Dear Justin:

Per the request of the City of Marshalltown to assist with procurement of various Soft Cost items for the new Police & Fire Headquarters project, Prochaska & Associates (P&A) has developed estimated fees for providing these Additional Services. These Services are described in general in Article 4 of the Owner/Architect agreement, AIA Document B132 *Standard Form of Agreement Between Owner and Architect*. Specific to this proposal, see Paragraphs 4.1.20 and 4.1.26 and their associated descriptions in Paragraphs 4.2.20 and 4.2.26.

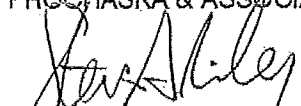
Our fees for these Additional Services will be invoiced on an hourly basis, per Paragraphs 11.2 and 11.7 of the Agreement. The preliminary list of Soft Cost tasks we anticipate for the project were identified in the "Owner Project Checklist" sent previously, which will be updated routinely as the project progresses. The intent is to give the City the flexibility to procure some of the items with City staff alone, for P&A to assist staff with procurement or for P&A to provide the majority of procurement services, as the City so chooses.

Because the actual scope of our assistance is difficult to quantify at this time, and likely will evolve as these Soft Cost procurement tasks are further defined, we have provided a range of anticipated staff hours and associated fees, with an estimated fee cap based on our current understanding of the potential tasks. Ultimately, some of these tasks may require less effort than estimated, some more.

Justin, please have Mayor Lowrance sign two copies of this Agreement and return one copy to us for our files. We look forward to assisting you and the City of Marshalltown in whatever ways you choose on this long-awaited project.

Sincerely,

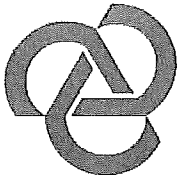
PROCHASKA & ASSOCIATES


Steven A. Riley, AIA
Executive Vice President

CITY OF MARSHALLTOWN

James L. Lowrance
Mayor

Shari Coughenour
City Clerk Attest

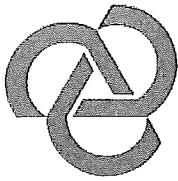


MARSHALLTOWN POLICE & FIRE HEADQUARTERS

ADDITIONAL SERVICES: SOFT COST ASSISTANCE

Fees for the requested Additional Services of assisting Marshalltown with procuring Soft Cost items (primarily Furniture, Fixtures and Equipment (FF&E)) are based on the P&A staff hours estimated for each task. Depending on which staff classifications are required to accomplish the task, an estimated Fee Range is provided. Hourly billing rates for P&A staff are listed in Paragraph 11.7 of the Owner/Architect Agreement and are also included at the end of this document for reference.

Owner Project Checklist: Soft Cost Tasks	Estimated Hours	Estimated Fee Range
▪ Dispatch Antenna Tower		
◦ RFP for Antenna Tower	10 - 12	
◦ Receive/Review Bids	2 - 4	
◦ Recommendation/Award	2 - 4	
Dispatch Total	14 - 20	\$1,400 - \$2,300
▪ Police Department Crime Lab		
◦ RFP for Crime Lab FF&E (if necessary)	24 - 28	
◦ Receive/Review Bids (if necessary)	8 - 12	
◦ Recommendation/Award (if necessary)	2 - 4	
PD Crime Lab Total	34 - 44	\$3,400 - \$5,060
▪ Police Department/EOC Furniture		
◦ Inventory existing PD Furniture	10 - 12	
◦ RFP for PD/EOC Furniture	40 - 56	
◦ Receive/Review Bids	16 - 20	
◦ Recommendation/Award	2 - 4	
PD/EOC Furniture Total	68 - 92	\$6,800 - \$10,580
▪ Police Department Equipment		
◦ Inventory existing PD Equipment	10 - 12	
◦ RFP for PD Equipment	32 - 40	
◦ Receive/Review Bids	8 - 12	
◦ Recommendation/Award	2 - 4	
PD Equipment Total	52 - 68	\$5,200 - \$7,820
▪ Fire Department Furniture		
◦ Inventory existing FD Furniture	7 - 8	
◦ RFP for FD Furniture	32 - 40	
◦ Receive/Review Bids	8 - 12	
◦ Recommendation/Award	2 - 4	
FD Furniture Total	49 - 64	\$4,900 - \$7,360
▪ Fire Department Equipment		
◦ Inventory existing FD Equipment	7 - 8	
◦ RFP for FD Furniture	24 - 28	
◦ Receive/Review Bids	6 - 10	
◦ Recommendation/Award	2 - 4	
FD Equipment Total	39 - 50	\$3,900 - \$5,750



▪ Dispatch		
◦ Inventory existing Dispatch Furniture	4 - 6	
◦ RFP for Dispatch Furniture (if necessary)	16 - 20	
◦ Receive/Review Bids (if necessary)	4 - 8	
◦ Recommendation/Award (if necessary)	2 - 4	
Dispatch Total	26 - 38	\$2,600 - \$4,370
▪ Data/Communications (phones, computers, TVs)		
◦ Inventory exist. Data/Comm. Equip.	8 - 10	
◦ RFP for Data/Comm. Equipment	32 - 40	
◦ Receive/Review Bids	8 - 12	
◦ Recommendation/Award	2 - 4	
Data/Communications Total	50 - 66	\$5,000 - \$7,590
SOFT COST TASKS TOTAL	332 - 442	\$33,200 - \$50,830

PROCHASKA & ASSOCIATES WAGE RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal in Charge	\$190.00 / Hour
Senior Associate	\$150.00 / Hour
Project Manager.....	\$140.00 / Hour
Senior Designer	\$125.00 / Hour
Mechanical Engineer	\$115.00 / Hour
Electrical Engineer	\$115.00 / Hour
Structural Engineer	\$115.00 / Hour
Civil Engineer	\$115.00 / Hour
Project Architect.....	\$115.00 / Hour
Design Architect.....	\$110.00 / Hour
Interior Architect.....	\$100.00 / Hour
Technician.....	\$85.00 / Hour
Administrative	\$65.00 / Hour



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

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Shari L. Coughenour, CMC, City Clerk
Date: November 1, 2017

RE: Ordinance to remove jail time / imprisonment

Policy Issue: Council must approve changes to the city code by ordinance

Recommendation: To remove all references of jail / imprisonment as a penalty from the City code, and consider uniform penalties for violations.

Background: Legislation recently passed requiring legal counsel be provided to all indigent persons facing any offense where incarceration is a sentencing option, including those facing incarceration as a result of violating a city ordinance. In cases involving violation of city ordinances, the new law places financial responsibility for providing legal counsel to indigent defendants that are prosecuting. [SF374]

Staff recommends the council adopt the attached Ordinance prior to January 2018.

Budget Impact: City Code must remove incarceration references to avoid costs.

Attachment: List of City Code sections with varying fines and penalties of incarceration and proposed Ordinance for council consideration.

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



**ORDINANCE 14970 TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA,
BY REMOVING REFERENCES TO INCARCERATION AS A PENALTY
AND ESTABLISHING UNIFORM PENALTIES**

**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 Sec. 1-8 and enacting the following as a substitute:

Sec. 1-8. General Penalty.

The doing of any act prohibited or declared to be unlawful, an offense or a misdemeanor by this Code or any technical code adopted in this Code by reference or the omission or failure to perform any act or duty required by this Code or any technical code adopted in this Code by reference is, unless another penalty is specified, punishable by a fine in a sum not exceeding the maximum punishable under Iowa law for commission of a simple misdemeanor in addition to applicable surcharges and costs.

Section 2. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 1-10 and enacting the following as a substitute:

Sec. 1-10. Civil penalties for municipal infractions, continuing violations and alternate relief

Sec. 1-10(a). A municipal infraction is punishable by a civil penalty as provided in the following schedule, unless a specific schedule of civil penalties is provided for specific offenses elsewhere in the Code:

SCHEDULE OF CIVIL PENALTY:

- 1) First offense, not to exceed seven-hundred fifty dollars (\$750.00).
- 2) All repeat offenses, not to exceed one-thousand dollars (\$1,000.00).

Section 3. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 2-190 and enacting the following as a substitute:

Sec. 2-190. Penalties.

Anyone violating the provisions of this division for any offense as is set forth in section 2-189 hereof, shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 4. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 6-22 (a) and enacting the following as a substitute:

Sec. 6-22 (a). Dogs at large

a. In addition to the penalties, remedies, and relief as provided in this Municipal Code of Ordinances in addition to being a simple misdemeanor, a violation of this section shall also be a municipal infraction punishable as a civil penalty as provided in Sec. 1-10 of the Code.

Section 5. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 6-37 and enacting the following as a substitute:

Sec. 6-37. Domesticated animal causing disturbance or annoyance.

It shall be unlawful for any person owning or harboring a domesticated animal to allow or permit such domesticated animal to cause serious or habitual disturbance or annoyance to any person by frequent or habitual howling, yelping, barking or otherwise noise some conduct. Any person violating the provision of this section, shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 6. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 6-63 and enacting the following as a substitute:

Sec. 6-63. Violation; penalty.

Any person violating any section of this article shall, upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 7. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 13-60 and enacting the following as a substitute:

Sec. 13-60. Penalty for violation.

Any person who violates the provisions of this article shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.. In addition to the criminal penalty set forth in this section, a violation of this article is a municipal infraction.

Section 8. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 13-85 and enacting the following as a substitute:

Sec. 13-85. Penalty for violation.

A violation of any section of this article shall constitute a misdemeanor and shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 9. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 13-116 and enacting the following as a substitute:

Sec. 13-116. Penalty for violation.

A violation of any section of this article shall constitute a misdemeanor and shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 10. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 14-2 and enacting the following as a substitute:

Sec. 14-2. Penalty for violation.

Any person who violates any section of this chapter shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code. In addition, a violation of this chapter is a municipal infraction. In addition to the foregoing, the city plumbing and gas inspector may order the removal, correction or disconnection of any gas or plumbing installation that does not meet the code specifications and shall have the authority to disconnect installation when it is found that it endangers life and health.

Section 11. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 14-78 and enacting the following as a substitute:

Sec. 14-78. Penalty for violation.

Any person who violates any provision of section 14-76 or 14-77 shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code. In addition, a violation of section 14-76 or 14-77 is a municipal infraction. In addition to the foregoing, the city plumbing and gas inspector may order the removal, correction or disconnection of any gas or plumbing installation that does not meet code specifications and shall have the authority to disconnect the installation when it is found that it endangers life and health.

Section 12. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 14.5-7 and enacting the following as a substitute:

Sec. 14.5-7. Penalty for violation.

Any person violating any provision, section, or paragraph of this chapter shall be guilty of a misdemeanor and on conviction thereof be be punished by a Penalty as provided in Sec. 1-8 of the Code.. Each day a violation occurs shall constitute a separate offense.

Section 13. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 15.5-5. (g) and enacting the following as a substitute:

Sec. 15.5-5. (g) Violations and penalties.

g.) Willful or repeated noncompliance with the requirements of this chapter by the owner, operator, or occupant shall constitute a misdemeanor and be punished by a Penalty as provided in Sec. 1-8 of the Code. Each day of noncompliance will constitute a separate violation.

Section 14. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 19-2 and enacting the following as a substitute:

Sec. 19-2. Recreational Equipment Usage.

At no time shall such parked or stored camping and recreational equipment be occupied or used for living, sleeping or housekeeping purposes for a period of time to exceed five consecutive days or by prior approval by the chief of police. Any person violating the provision of this section shall, upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 15. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-6.1.(c) and enacting the following as a substitute:

Sec. 20-6.1.(c) Operation of golf carts on city streets.

c.) Any person violating any provision of this section shall, upon conviction, be fined pursuant to section 1-8.

Section 16. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-46 and enacting the following as a substitute:

Sec. 20-46. Penalty.

Anyone violating the provisions of this section shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 17. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-169.4 and enacting the following as a substitute:

Sec. 20-169.4. Penalty for violation.

Anyone violating the provisions of this Section shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code. In addition thereto, a violation of this ordinance shall be a municipal infraction.

Section 18. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-306 and enacting the following as a substitute:

Sec. 20-306. Penalty

Any person violating any of the provisions of this ordinance shall upon conviction be punished by a fine of not less than ten dollars (\$10.00) or more than fifty dollars (\$50.00.)

Section 19. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-399. (a) and enacting the following as a substitute:

Sec. 20-399. (a) Movement and presence of people on public streets and parking areas.

a.) Penalty. A person who violates this section shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 20. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-403 and enacting the following as a substitute:

Sec. 20-403. Penalty

A person violating a provision of Section 20-400, 20-401, or 20-402 shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 21. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 11.1. (c) and enacting the following as a substitute:

Sec. 21- 11.1. (c) Open Containers prohibited on public ways.

c.) Any person violating the provisions of this section shall, upon conviction, be fined pursuant to § 1-8.

Section 22. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 12.5. (g) and enacting the following as a substitute:

Sec. 21- 12.5. (g) Drug paraphernalia.

g.) Any person violating the provision of this section shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 23. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 15 and enacting the following as a substitute:

Sec. 21- 15. Curfew-Minors on streets.

Penalty. A minor who violates this subsection (b) shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 24. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 31.1.(c) and enacting the following as a substitute:

Sec. 21- 31.1.(c) Hunting within city boundaries.

c.) Penalty. Any person violating the provisions of this section shall, upon conviction, be guilty of a simple misdemeanor, punishable by a fine pursuant to section 1-8.

Section 25. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 37 and enacting the following as a substitute:

Sec. 21- 37. Loud Noises on Vehicles - Stereos, Etc.

No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of fifty (50) feet or more from the motor vehicle stereo. The provisions of this section may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the police department by any person observing and hearing a violation. The city administrator may grant a temporary variance to this section to facilitate special events. The city administrator is specifically authorized to revoke the grant variance if the applicant shall fail to meet any of the limitations placed upon the grant of the variance or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both. Any person violating the provisions of this Section shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 26. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 52.1 and enacting the following as a substitute:

Sec. 21- 52.1. Urinating in improper places.

b. Any person violating the provision of this section shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 27. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 58. (c) and enacting the following as a substitute:

Sec. 21- 58. (c) Garage sales.

c.) Any violation of this section shall be punished by a fine pursuant to section 1-8.

Section 28. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 78 and enacting the following as a substitute:

Sec. 21- 78. Penalties.

Any person who shall interfere in any way whatsoever with the due process of enforcement in any section of this article shall be deemed guilty of a misdemeanor and shall, upon conviction, be subject to a fine as provided in section 1-8.

Section 29. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21-102 and enacting the following as a substitute:

Sec. 21-102. Violation and penalty

Such violation of the City Property Maintenance Code under this Chapter shall constitute a municipal infraction as defined in Iowa Code 364.22(2) subject to the penalties prescribed therein, as amended and be punished by a Civil Penalty as provided in Sec. 1-10 of the Code.

Section 30. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21.5-10 and enacting the following as a substitute:

Sec. 21.5-10. Penalty for violation.

Anyone violating the provisions of section 21.5-1-21.5-9 shall, upon conviction, be fined pursuant to section 1-8.

Section 31. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21.5-11.(d) and enacting the following as a substitute:

Sec. 21.5-11.(d) Hours for public use.

d.) Penalty for violation. Any person violating the provisions of this section shall, upon conviction, be fined pursuant to section 1-8.

Section 32. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21.5-12.(b) and enacting the following as a substitute:

Sec. 21.5-12.(b) Alcoholic beverages

b) Anyone violating the provisions of this section shall, upon conviction, be fined pursuant to section 1-8. Violation of this section is a municipal infraction.

Section 33. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 26.5-5 and enacting the following as a substitute:

Sec. 26.5-5. Penalty.

Any person violating the provisions of this chapter shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code..

Section 34. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 26-55.(b) and enacting the following as a substitute:

Sec. 26-55.(b) Compliance with article required; penalties.

b.) Any person violating any of the pertinent provisions of this article shall be punished by a fine pursuant to section 1-8.

Section 35. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 27-30 and enacting the following as a substitute:

Sec. 27-30. Penalties.

Violation of any section of this article shall be deemed to be a municipal infraction and be punished by a Penalty as provided in Sec. 1-8 of the Code..

Section 36. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-53 and enacting the following as a substitute:

Sec. 28-53. Penalty.

Any person, firm or corporation violating the provisions of this division shall, upon conviction, be liable for any damages done to the sanitary sewer system or the water pollution control plant and shall be punished by a Civil Penalty as provided in Sec. 1-10 of the Code.. Each day that a violation continues may be considered a separate violation.

Section 37. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-89. (1) and enacting the following as a substitute:

Sec. 28-89. (1) Reporting requirements for permittee.

1. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine for knowing violations."

Section 38. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-209 and enacting the following as a substitute:

Sec. 28-209. Violations

Unless another penalty is expressly provided by this Article for any particular provision or section, any person violating any provision of this Article or any rule or regulation adopted herein by reference shall be subject to a municipal infraction. Each day that a municipal infraction occurs and continues to exist constitutes a separate offense and be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 39. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-98.(c) and enacting the following as a substitute:

Sec. 28-98.(c) Judicial enforcement remedies

c.) Criminal prosecution. Any person who violates any provision of this division shall, in addition to the civil penalties in this section, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code..

Section 40. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-98.(d) and enacting the following as a substitute:

Sec. 28-98.(d) Judicial enforcement remedies

d.) Falsifying information. Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this division or the wastewater contribution permit or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this division shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 41. That this ordinance shall be in full force and effect after its passage and publication by law.

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

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

November 20, 2017

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

From: Justin Nickel
Director of Public Works

Re: Clean Water SRF Sponsored Project Funds – Project Identification

Policy Issue: None

Recommendation: To determine which project to direct staff to move forward with

Background: The City was notified that an application for sponsored project funds totaling \$290,000, was approved earlier this month. The City now needs to identify a project to use the funds on, involving water quality. Eight options were proposed in the application to the DNR. Those projects include:

- A demonstration project at the new Police and Fire Facility is a possibility, potentially involving permeable pavement, permeable pavers, bio-retention cells, or another means of improving the water quality of runoff
- The installation of detention ponds along Braddy Creek to reduce erosion and improve water quality
- Installation of bio-retention, infiltration trenches or dry swales in downtown parking lots to capture and release storm water runoff at a slower rate, while reducing contaminants and sediment
- Potential enhancements to existing detention ponds near Riverview Park or the Public Works Facility to reduce contaminants and sediment
- Drainage swale and infiltration enhancements running north of Marion Street, east and parallel to 5th Avenue to convey storm water runoff and reduce contaminants and sediment

City Council
Susan Cahill, Leon Lamer, Mike Gowdy, Joel Greer,
Al Hoop, Bill Martin, Bethany Wirin

Marshalltown



2012

- Channel improvements to Anson Creek to reduce erosion and improve water quality
- Construction of a sediment forebay at the Southridge pond to precipitate out sediment prior to entering the main pond
- Dredging and removal of silt from the existing detention ponds along Merle Hibbs Boulevard and Southridge Road

The necessity in selecting which project the City should pursue is a grant through the Iowa Department of Agriculture and Land Stewardship for urban conservation projects. The pre-application for a grant is due on December 8, 2017, and would provide another source of outside funds into a planned project.

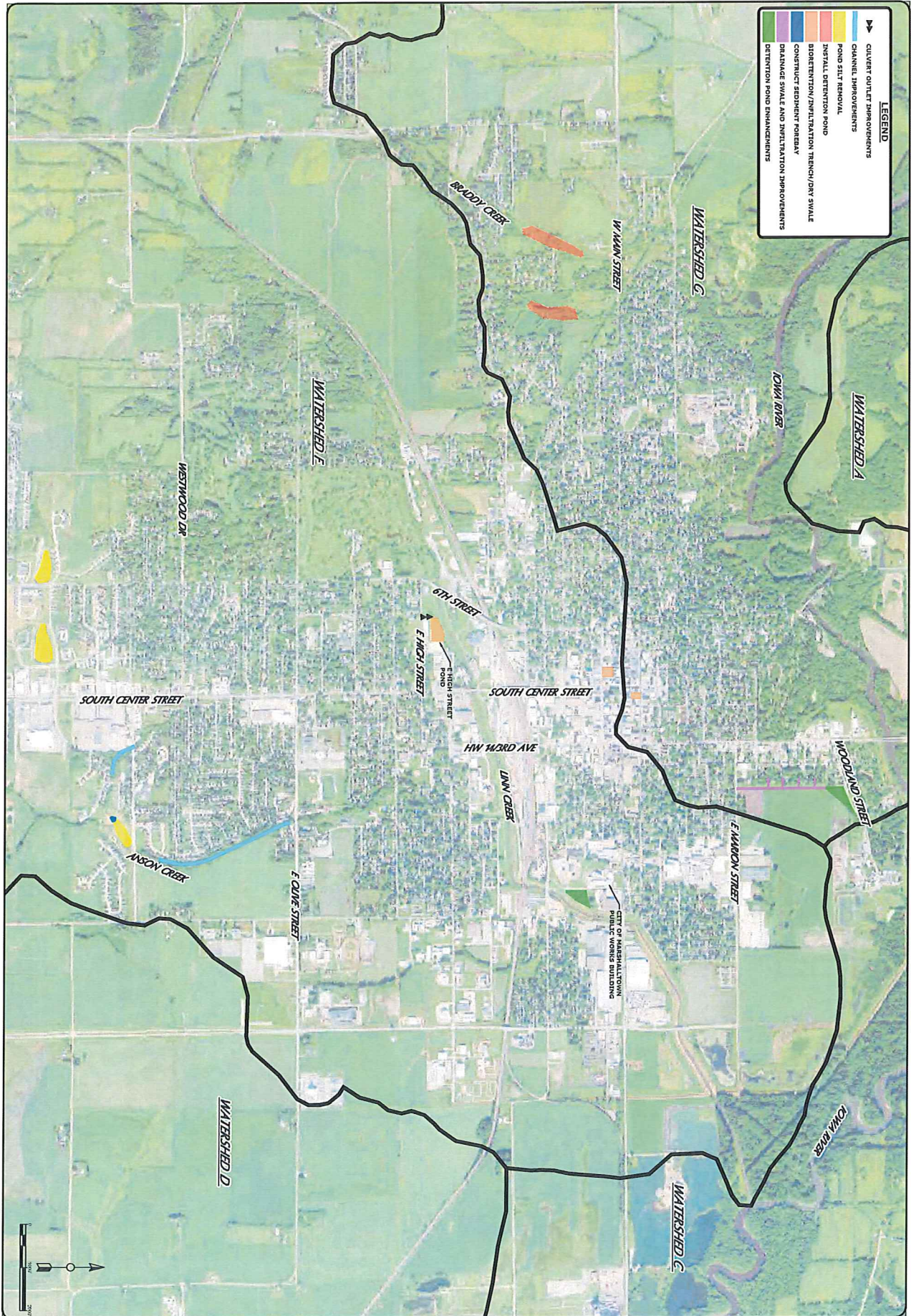
Budget Impact: TBD

Attachment: Notice of Award, Location Map and description of practices to be implemented

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy, Joel Greer,
Al Hoop, Bill Martin, Bethany Wirin





November 6, 2017

Justin Nickel, Director of Public Works
City of Marshalltown
Via e-mail



The City of Marshalltown's application for a Clean Water SRF Water Resources Restoration Sponsored Project was complete and will be recommended for funding. The funding recommendations will be included in the draft FY 2018 Clean Water SRF Intended Use Plan (IUP), which will be released for public review and comment today. The maximum amount available for the sponsored project will be \$290,000 but that amount is subject to change based on the final amount drawn on and the timing of the underlying wastewater loan.

The Iowa Department of Natural Resources and the Iowa Finance Authority will hold a public meeting to receive comments on the IUP on Thursday, November 9, 10:00 a.m., at the Wallace State Office Building, 502 E. 9th Street, Des Moines. Written comments will be accepted through 4:00 p.m. on Thursday, November 16. Written comments may be directed to Lee Wagner, State Revolving Fund Non-Point Source Program Planner, Water Quality Bureau, Iowa Department of Natural Resources, fax 515-725-8202, e-mail Lee.Wagner@dnr.iowa.gov. It is anticipated that the Environmental Protection Commission will act on the recommendations at its December 19, 2017 meeting.

Once the funding recommendations are approved, the detailed project review and approval process will begin. A DNR project manager will be assigned at that time. I've attached the Project Milestone Checklist, which will serve as a road map for project planning and approval.

DNR will hold individual project initiation meetings with applicants, consultants (Fox Engineering), urban conservationist (Jennifer Welch, IDALS), and any other parties involved in the project. The participants will discuss the technical requirements and standards for the projects, schedules, SRF requirements, any permitting requirements (e.g. Army Corps of Engineers, flood plain, storm water, NPDES), 28E agreements, and any other project issues.

When plans and specifications are prepared, they must be submitted to DNR for review. No construction can begin until DNR and the appropriate environmental agencies have approved the design, water quality volume calculations, or other specifications as appropriate. The plans and specs will also require SRF front-end documents which will be provided to applicants.

The nonpoint source practices eligible for sponsored projects generally do not require wastewater construction permits from DNR. However, approval letters from DNR will be issued to indicate that the sponsored projects have met the SRF requirements.

The sponsored project must be bid by the utility in accordance with all applicable bidding laws and all applicable SRF requirements. The bid documents for the sponsored project must be submitted to DNR for approval using the sponsored project bid checklist. DNR will check for compliance with federal requirements and determine whether or not all the costs on the bid form are eligible for SRF reimbursement.

After bids are approved, the wastewater utility must submit or amend its SRF loan application to include the sponsored project costs. The loan application must be approved by the Iowa Finance Authority (IFA).

The utility must work with bond counsel to schedule a public hearing and pass a resolution authorizing the utility to enter into a loan amount not to exceed the total cost of the wastewater improvement project and the sponsored project.

All SRF loan proceeds are disbursed after the borrower incurs costs. The borrower submits a reimbursement request to IFA, including copies of invoices and other documentation. Since disbursements are made weekly, the borrower typically does not need to pay invoices before receiving loan proceeds. The utility must approve all sponsored project costs before submitting them to IFA for reimbursement. IFA checks all reimbursement requests against the original approved bid form to make sure all costs are eligible.

We look forward to approval of the project recommendation by the EPC in December, and to working with the City, its consultants, and other partners to initiate the project once EPC approval is received.

Sincerely,



Lee Wagner, SRF Non-Point source Program Planner
Iowa Department of Natural Resources
515-725-0992
Lee.Wagner@dnr.iowa.gov

C via email: Steve Soupir, Fox Engineering
 Jennifer Welch, IDALS
 Tracy Scebold, Iowa Finance Authority

4.0 DESCRIPTION OF PRACTICES TO BE IMPLEMENTED

There are several practices that are being considered for implementation to improve the water quality within and around the city of Marshalltown. These generally include infiltration/treatment, detention pond construction/maintenance, and channel restoration. This section includes an assessment of the water resource practices that may be implemented within the watersheds. Refer to Figure C1.0 for the proposed locations of potential project areas.

4.1 Infiltration Improvements

1. *Bioretention*

- a. A bioretention area is where stormwater is collected for removing sediment and contaminants. Sediments and contaminants are treated through grass buffer strips, sand beds, mulch, and plants. Bioretention areas can also be level depressions in the earth that temporarily store and infiltrate stormwater runoff. The proposed area for this method is adjacent to Linn Creek and the proposed fire station location. Bioretention areas improve water quality by infiltrating the first flush of stormwater runoff and filtering the large storm flows they convey. See Figure 4.1 for an example of a bioretention cell.
- b. This practice is being considered for implementing water quality into the City's Police and Fire Station facility that is already under construction. This facility currently is designed for stormwater runoff rate control, but not for water quality control. Bioretention is being considered as a possible water quality improvement that can be retrofit into the existing site as included in Figure 4.2. Additional water quality measures that may be possible to implement include conversion of the stormwater pond into an extended detention facility as well as adding porous pavers to the site parking areas if the construction schedule will allow. A drawing illustrating the site plan for the facility indicating options for implementing stormwater quality improvements are included in Appendix E.



Figure 4.1. Typical Bioretention Cell

2. *Infiltration Trench*

- a. An infiltration trench generally has no outlet, and is filled with rock. The trench is long and narrow in shape. The trenches are lined with filter fabric, and usually range from 3-12 feet deep. The stormwater is stored within the voids of the rock which allow for removal of pollutants and fine sediment.

3. *Bioswale*

- a. A bioswale relies on a pre-mixed soil below ground level to filter stormwater. A dry swale temporarily stores and filters stormwater while allowing plant uptake of nutrients. Permeable soils enhance infiltration of water into the ground, therefore reducing runoff.

4. *Permeable Pavement Systems*

- a. Two parking lots near the downtown area were evaluated for water quality improvements. A possible measure along with other infiltration improvements may be the addition of permeable pavement, such as pervious concrete, porous asphalt, or permeable pavers. Permeable pavement systems allow water to infiltrate directly through the pavement and receive water quality treatment.
- b. This practice is being considered for implementing water quality improvement into the City's Police and Fire Station facility that is already under construction. Porous pavers may be able to be installed during the site construction. The pavers would be installed

in the main parking area in front of the proposed building as indicated in Figure 4.2 and in Appendix E if the construction schedule will allow.

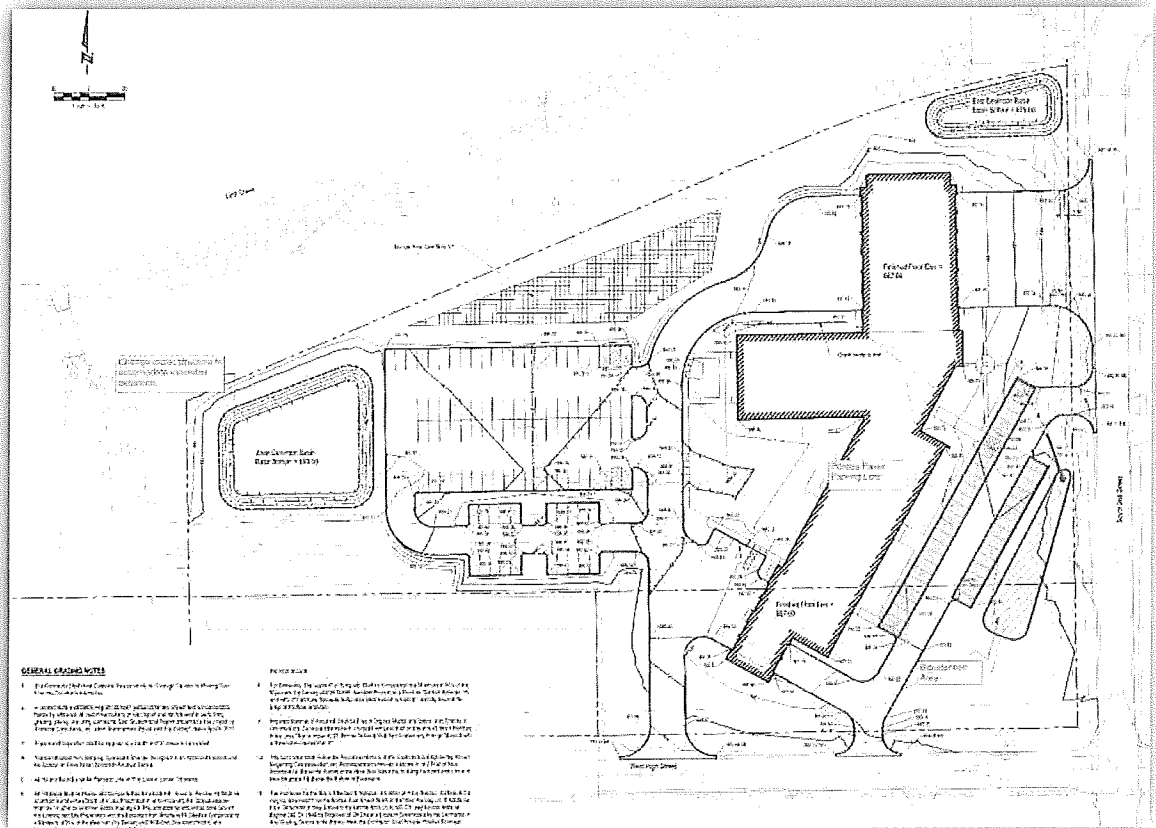


Figure 4.2. Police and Fire Station Water Quality Improvements

4.2 Detention Pond Construction/Maintenance

1. Detention Pond Construction

a. New Ponds

- i. Three locations were evaluated for possible installation of detention ponds.

Two in the upper reaches of Brady Creek. The other possible location is north of E Nevada street and west of the Linn Creek Greenbelt Recreational Trail near the city's public works facility. Installation of the new detention facilities upstream in Brady Creek may reduce the impacts of pollutants downstream and help to remove those pollutants prior to transport from rural areas to urban areas and ultimately to the Iowa River. Runoff would be treated through settling and biological uptake.

b. Pond Expansion

- i.* A location was evaluated for detention pond expansion south of Riverview Park on city agricultural property. The area is shown on Figure C1.0 near Woodland Street and includes installing a drainage channel that may be able to be designed with water quality components, that extends north and south along the urban areas around N. 5th Avenue. This will allow drainage to occur and divert flows to the drainage channel and a detention pond. Expanding the existing detention pond will provide more capacity to remove urban pollutants and dissolved nutrients.

2. Sediment Forebay

- a.* Constructing a sediment forebay adjacent to the existing detention pond along Anson Creek in Timber Creek Park would increase the pond's functionality and its ability to improve water quality. Forebays are separated from the detention pond by a lateral sill, ponds in series, rock-filled gabions, or a horizontal rock filter. They allow for the maintenance of the sediment removal to be completed in a more confined area, therefore preventing sediment buildup in the main water body. A sediment forebay would serve as pretreatment of the runoff entering the detention pond by removing suspended solids, nutrients, and bacteria.

3. Stormwater Wetlands

- a.* Reconfiguration of existing detention facilities may allow for the implementation of stormwater wetlands prior to release of stormwater to downstream rivers and streams. It is anticipated that stormwater wetlands may be added to existing detention facilities near the E. High Street pond, and to the east of the Police and Fire Station facility that is currently under construction. In addition, portions of the existing detention pond adjacent to Linn Creek near the existing public works building may be converted or enhanced with stormwater wetlands prior to the outlet into Linn Creek.

4. Pond Outlet Improvements

- a.* Modifications to pond outlets may allow for existing detention areas to be converted to extended detention facilities. This provides additional benefits for storm attenuation and water quality benefits.
- b.* It may be possible to modify the planned outlet structure for the City's Police and Fire Station facility, the E High Street detention pond west of the facility, and the existing pond to the southeast of the city's public works building to incorporate extended detention into the existing detention ponds.

5. Pond Maintenance

- a.* Solids such as sediment and heavy metals settle into detention ponds as part of the water treatment process. Periodically, the settled solids need to be removed from the

pond. Removal of accumulated sediment in the existing detention ponds will regain capacity that has been lost through sediment deposition and allow more sediment loading to be removed. Figure 4.3 shows existing sediment accumulation in the detention pond in Timber Creek Park.



Figure 4.3. Sediment Accumulated in an existing Detention Pond in Timber Creek Park

4.3 Channel Restoration

1. Channel Stabilization

Stream channel restoration is often necessary as it allows for banks to be stabilized and vegetation to once again flourish within the channel section. This allows the channel to convey the larger event flows without degradation while providing a water quality benefit during the normal and low flow events. Stream bank stabilization can be

implemented in areas along Anson Creek. Figure 4.4 shows a typical stream channel restoration.



Figure 4.4. Typical Stream Channel Restoration



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

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: November 17, 2017
RE: 2nd Ward Council Vacancy

With the election of Council member Greer to the office of Mayor, a vacancy will be created in the 2nd ward. This leaves the Council with a decision of appointing an eligible voter of the 2nd ward to fill the vacancy (and potentially receive a petition for a special election) or holding a special election. The attached information is from the Iowa League of Cities website and discusses the options for filling a vacancy.

I am recommending the Council pursue an appointment to the vacancy that will occur in the 2nd Ward. If the required number of voters petition for a special election, an election would still be held, but the City Council would have a full membership of 7 while the process of holding a special election would be occurring. The months of January and February are very busy and important months in the City's annual cycle. The budget is being developed and policy is being created that will direct the upcoming fiscal year, and it is a difficult time to be down one member.

Pursing an appointment initially also leaves the right of citizens to petition for a special election and thereby does not take away the 2nd ward's ability to select a representative should the required number of signatures be presented. If a special election were not to occur as a result of a petition, any other special election held between January 2018 and November 2019 would require candidates from 2nd ward to be up for election. If an appointment were to be maintained, the winner of the 2nd ward race in November 2019 would be sworn in during November to start his/her term.

The City can begin the process and provide notice of the date an appointment would take place but cannot actually appoint until the vacancy exists. I would recommend using a similar process to that was used to fill the vacancy in the 1st ward, which was an interview process with planned questions.

At this time, I am seeking direction from the Council as to which process you would like to pursue. This will give us the ability to be able to move forward as soon as a vacancy occurs.

City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Sue Cahill, Michael Gowdy, Bethany Wirin

Marshalltown



2012

Administration

Council Vacancies

Web Exclusive December 2016

Downloads/Links

Elections

Secretary of State Guidance on Vacancies

City council vacancies can occur in a number of ways, including a council member resigning, moving out of the city or ward in which they were elected, dying or being removed from office. Councils have several options in filling a vacant seat and must follow proper procedures when doing so.

Filling Vacancy by Appointment

One of the options a city council has in filling a vacancy is to appoint an individual to the seat. To do so, a notice of intent is required to be published not less than four and not more than 20 days before the date the council considers the appointment in accordance with Section 362.3 of the *Code of Iowa*. The notice must identify the vacancy, state the intention of the council to fill the vacancy by appointment and indicate the date, time and place of the meeting at which the appointment will be made. The notice must also state that the public has a right to petition for a special election.

The appointment to fill a vacancy must be made within 60 days of the date the vacancy occurred (a law approved during the 2014 legislative session extended this timeframe from the previous allowance of 40 days). The council may publish notice in advance if a resignation is to take effect at a future date. The council may make the appointment after the notice is published or after the vacancy occurs, whichever is later.

Anyone who the council considers for appointment is required to meet the same qualifications as a candidate seeking to run for the office. *Code of Iowa* Section 39.27 requires the candidate be an eligible elector and a resident of the city or ward for which the person seeks to represent. There is no required procedure for identifying candidates for appointment, other than ensuring any interested individuals are eligible for office. The city council can determine its own process for identifying potential candidates.

Filling Vacancy by Special Election

If the city council chooses to fill the vacancy by special election or must have a special election due to a petition, it may be held concurrently with any pending election (as provided by *Code of Iowa* Section 69.12). If it is held concurrently with a pending election, the vacancy must be filled within 90 days after the vacancy occurs. If not, the election shall be called at the earliest practical date. If the city has a primary election provision, notice to the auditor must be given at least 60 days before the special election date. For all other cities, notice to the auditor must be given at least 32 days before the special election date. If the remaining members do not constitute a quorum, the election shall be called at the earliest practical date.

Petition for Special Election After Appointment

If the city council chooses to fill a vacancy by appointment, the public can petition for a special election to fill the vacancy. The petition must be filed within 14 days after the appointment is made or the notice is published, whichever is later, and contain a sufficient number of signatures of eligible electors of the city. Below are the required number of signatures by city population:

- Less than 10,000 - At least 200 or at least the number of signatures equal to 15 percent of voters who voted for candidates for office on the ballot at the preceding regular election, whichever is fewer.
- 10,000-50,000 - At least 1,000 or at least the number of signatures equal to 15 percent of voters who voted for candidates for office on the ballot at the preceding regular election, whichever is fewer.
- More than 50,000 - At least 2,000 or at least the number of signatures equal to 10 percent of voters who voted for candidates for office on the ballot at the preceding regular election, whichever is fewer.
- In all cases, the minimum number of signatures cannot be less than 10.

If more than one vacant position was to be filled for the office in which the vacancy exists at the preceding election, the number is computed by dividing the total number of votes cast for the office by the number of seats to be filled.

Tenure of Filled Vacancy

A person appointed to fill a council vacancy serves until the next city election, unless there is an intervening special election for that city (this was changed during the 2014 legislative session; the previous law stated appointees served until the next election, whether that election was the regular city election or state election). If a valid petition for a special election is filed, the appointment is temporary and the council shall call a special election to fill the vacancy permanently. A person elected to fill a vacancy serves the remaining balance of the term.

Lack of Quorum due to Vacancies

If there are concurrent vacancies on the council and the remaining council members do not constitute a quorum of the full membership, a special election shall be called by the county at the earliest practicable date. The remaining council members shall give notice to the county of the absence of a quorum. If there are no remaining council members, the city clerk shall give notice to the county of the absence of a council. If the office of city clerk is vacant, the city attorney shall give notice to the county of the absence of a clerk and a council.

The city clerk is authorized to make the following payments without prior approval of the council:

- For fixed charges including but not limited to freight, express, postage, water, light, telephone service or contractual services, after a bill is filed with the clerk.
- For salaries and payrolls if the compensation has been fixed or approved by the council. The salary or payroll shall be certified by the officer or supervisor under whose direction or supervision the compensation is earned.

If concurrent vacancies exist and the remaining council members do not constitute a quorum of the full membership and the office of city clerk is vacant, the county auditor of the county where the city is located shall make the payments described without prior approval of the council. The bills paid during this time shall be submitted to the city council for review and approval at the next regular meeting following payment in which a quorum of the council is present.

ORDINANCE NO. 14971

AN ORDINANCE TO ESTABLISH THE LICENSING OF MASSAGE THERAPY BUSINESSES IN THE CITY OF MARSHALLTOWN, IOWA, BY ADDING DIVISION 9, ARTICLE IV, CHAPTER 17 OF THE MARSHALLTOWN CITY CODE

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

SECTION 1. The following Division 9 in Article IV, Chapter 17 is added to the Marshalltown City Code:

“Chapter 17. Article IV

Division 9 – Massage Therapy Businesses

Sec. 17-174. DEFINITIONS: For purposes of the division, the following words and phrase shall have the meanings as set out herein, unless it is apparent from the context that a different meaning is intended.

- A. “License” means permission granted by competent authority to exercise a certain privilege that, without such authorization, would constitute an illegal act. The document that confers permission to a person to engage in massage therapy shall be issued by the Iowa Board of Massage Therapy for State of Iowa; a massage therapy business license shall be issued by the City of Marshalltown.
- B. “Massage Therapy Business” means any place of business wherein any of the treatments, techniques, or methods of treatment referred to in Subsection D are administered, practiced, used, given or applied.
- C. “Massage Therapist” means a person licensed to practice the health care service of the healing art of massage therapy under Iowa Code, Chapter 152C.
- D. “Massage Patron” means any person who receives, or pays to receive, a massage or massage services from a massage therapist for value.
- E. “Massage Therapy” means performance for compensation of massage, myotherapy, massotherapy, bodywork, bodywork therapy, or therapeutic massage including hydrotherapy, superficial hot and cold applications, vibrations and topical applications, or other therapy which involves manipulation of the muscle and connective tissue of the body, excluding osseous tissues, to treat the muscle tonus system for the purpose of enhancing health, muscle relaxation, increasing range of motion, reducing stress, relieving pain, or improving circulation.
- F. “Reflexology” means manipulation of the soft tissue of the human body which is restricted to the hands, feet, or ears, performed by persons who do not hold themselves out to be massage therapists or to be performing massage therapy.

Sec. 17-175. LICENSE REQUIRED: No person shall operate a massage therapy business, either exclusively or in connection with another business, without being licensed in accordance with this division.

Sec. 17-176. APPLICATION FOR LICENSE: Application for a massage therapy license shall be made on forms which may be obtained from the City Clerk’s Office. The application shall include:

- A. The address of the property to be used and documentation establishing the applicant’s interest in the premise on which the business will be located, which shall be in the form of a lease, deed, or other document that establishes the applicant’s interest;
- B. The names, ages, and addresses of the applicant, owner, manager and all employees who are or will be employed or present on the premises to perform massage therapy;
- C. Dates and location of other places the applicant has owned or operated as a massage therapy business;
- D. Descriptions of all crimes or other offenses, including the time, place, date and disposition for which the applicant, owner, manager, and all persons employed by the applicant or present on the premise to perform massage therapy have been convicted;
- E. A statement as to whether the applicant, owner, manager, or any person employed by the applicant has had any license to perform massage therapy denied, revoked or suspended in any city, state, county, or any country and the reason for the denial, revocation or suspension;

- F. A government issued photo ID of the applicant, owner, manager and all employees or persons present on the premises who are or will be employed to perform massage therapy;
- G. Such other information or consents as the Chief of Police may require for purposes of conducting a background check. If it is determined that a nationwide background check is required, the applicant may be responsible for the expense to complete the background check.
- H. Insurance. Any application for a license shall be accompanied by proof of insurance executed by an insurance company authorized to do business in the state of Iowa, in the amount of _____ dollars per occurrence, _____ dollars per policy year. All insurance policies hereunder shall provide for at least thirty (30) days prior notice to the City of Marshalltown, Iowa, before a cancellation thereof is effective and shall continue to provide coverage as to all matters arising during the term of the insurance policy whether or not later cancelled.
- I. Provide proof of current State of Iowa massage therapy license for all employees who are or will be employed or present on the premises to perform massage therapy.

Sec. 17-177. LICENSE FEE:

A. New Massage Therapy Businesses to the City of Marshalltown

1. The initial license fee for a new massage therapy business to the City of Marshalltown is \$ _____. There is an additional fee of \$25.00 for each person performing massage therapy employed at the business. The additional fee will apply to a maximum of three additional employees performing massage therapy at the business or a maximum permit fee of \$75.00. The license fee and additional fees shall be paid when the application is filed.
2. The license, if granted, and not revoked or suspended, shall be valid so long as the business does not materially change ownership, or the service provided, or business name. An annual review shall be initiated by the City with assistance from the Police Department to confirm business ownership, business name, service(s) provided, and accurate and up-to-date state license for the employees performing massage therapy.

B. Existing Massage Therapy Businesses within the City of Marshalltown

1. For massage therapy business applying for licensure in the initial year of this ordinance's effective date (_____ through _____) the licensing fee identified in Section A.1. above, is waived. If an application properly submitted during the first year of the ordinance is approved, and the massage therapy business remains in continuous operation, renewal fees for a massage therapy business license will be waived. A massage therapy business grandfathered in under this section will be required to pay a \$25.00 fee for each additional employee not included in their original application (up to a maximum fee of \$75.00). The business will be required to go through the annual review process.

C. A separate license shall be obtained for each place of business. The license shall display the license in a prominent place in the licensed business at all times.

D. How Renewal Fee Determined

1. The Marshalltown Police Department will track personnel time costs related to the licensing program to quantify those costs and to evaluate program effectiveness.

E. During the twelve (12) month licensed period, the massage therapy businesses will be required to notify the City Clerk of any changes in massage therapist staffing and/or business manager.

Sec. 17-178. GRANTING OR DENIAL OF LICENSE: License applications shall be reviewed by the Chief of Police, who after considering all of the information provided and obtained in the background check obtained shall either grant or deny the license.

Sec. 17-179. CONDITIONS GOVERNING ISSUANCE:

- A. No license shall be issued if the applicant or any of its owners, managers, employees, or agents has a criminal conviction for a sex crime as defined by Iowa Code Chapter 709, or for Prostitution as defined by**

Iowa Code Chapter 725, or for keeping a house of prostitution as defined by Iowa Code Chapter 657, or who is a registered sex offender, or who has been denied a license by any other community.

B. Licenses shall be issued only if the applicant and all of its owners, managers, employees and agents are free of convictions for offenses which involve sex crimes or which relate directly to such person's ability or fitness to legally and safely perform the duties and discharge the responsibilities of the licensed activity.

C. Licenses shall only be issued to applicants who have provided all of the information requested in the application, have paid the license fee and have cooperated with city officials in review of the application.

D. The business license, if issued, shall be displayed on the business premise in a conspicuous public area.

Sec. 17-180. EXEMPTIONS: This chapter shall not apply to the following businesses:

A. Businesses who employ or provide the services of persons who are licensed to practice medicine or surgery, osteopathic medicine and surgery, chiropractic, cosmetology arts and sciences, or podiatry in this state: or athletic trainers, nurses, occupational therapists, physical therapists, or physician assistants licensed, certified, or registered in this state or acting under the prescription or supervision of a person licensed to practice medicine, surgery, osteopathic medicine, or chiropractic in this state.

B. Massage Therapists who are employed or are contracted to perform massage therapy in a business identified in Section 17-180.A (above).

C. Businesses who employ or provide the services of persons who are licensed, registered, or certified in another state, territory, the District of Columbia, or a foreign country when incidentally and temporarily present in this state to teach a course of instruction related to massage therapy and bodywork therapy.

D. Businesses which offer the services of students enrolled in a program recognized by the State Board of Massage Therapy while completing a clinical requirement for graduation performed under the supervision of a person licensed.

E. Persons giving massage therapy and bodywork to members of their immediate family.

F. Persons practicing reflexology.

G. Persons engaged within the scope of practice of a profession with established standards and ethics utilizing touch, words, and directed movement to deepen awareness of existing patterns of movement in the body as well as to suggest new possibilities of movement, provided that the practices performed or services rendered are not designed or implied to be massage therapy. Such practices include, but are not limited to, the Feldenkrais method, the Trager approach, and mind-body centering.

H. Person engaged with the scope of practice of a profession with established standards and ethics in which touch is limited to that which is essential for palpitation and affection of the human energy system, provided that the practices performed or services rendered are not designated or implied to be massage therapy.

I. Persons incidentally present in this state to provide services as part of an emergency response team working in conjunction with disaster relief officials.

Sec. 17-181. GROUNDS FOR DENIAL AND REVOCATION OR SUSPENSION: It shall be grounds for denial, revocation and/or suspension of an application or massage therapy business license if one or more of the following conditions are met:

A. If the applicant or licensee is not complying with or has a history of violations of the laws and ordinances that might adversely impact public health or safety.

B. If the licensee solicits or advertises to offer services that are a violation of this chapter.

C. If the licensee is convicted of any violation, reasonably related to the licensed activity and/or occurring on the licensed premise, of any city ordinance or federal or state statute.

D. If there is fraud or deception involved in the license application.

- E. If the licensee is found to be in control or possession of any narcotic drugs or controlled substances on the premises for which they are licensed to operate, possession of which is illegal as defined by Iowa Statutes or city ordinances.
- F. If the licensee has, in the past, engaged in willful disregard for health codes and regulations.
- G. If the applicant fails to provide all of the information and certificates required by this division.
- H. If the licensee or manager permits or allows an unlicensed individual(s) to conduct massage therapy services at the licensee's premise.
- I. If the licensee refuses to permit any authorized police officers or authorized city, county, or state government official to inspect the premises or operations.
- J. If the licensee is found to be violating provisions of this division or the Iowa Code.
- K. If the business promotes its services on websites that are known to advertise services that are illegal.

Sec. 17-182. APPEAL PROCESS:

- A. If an applicant has been denied, revoked or suspended pursuant to this chapter, then said applicant may file a written request with the City Administrator for review of the decision of the Chief of Police within ten (10) days from the receipt of said notice of denial, revocation or suspension. Failure to file a written request for review of the decision within this time frame shall constitute a waiver of any right to contest the decision to deny, revoke or suspend a license.
- B. Within ten (10) days of the receipt of a request to review a decision of denial, revocation or suspension of any applicant's license, the City Administrator shall notify the applicant of a date, time and place for a hearing to review the decision of the Chief of Police. Said hearing shall be informal and the applicant may present any oral or written testimony the City Administrator deems pertinent.
- C. Within ten (10) days from the hearing held pursuant to subparagraph B, the City Administrator will provide a written findings and decision to the applicant.
- D. If the applicant's denial, revocation or suspension is upheld by the City Administrator, the applicant may then appeal said decision to the Iowa District Court pursuant to the laws of the State of Iowa.

Sec. 17-183. RESTRICTIONS AND REGULATIONS:

- A. Compliance with law. The licensee and persons in its employ shall comply with all applicable regulations and laws of the city and state.
- B. Person in charge. If the applicant is a partnership, corporation or other organization, the applicant shall designate a person to be manager and in responsible charge for the business. The manager shall be a resident of Iowa. The manager shall provide written consent to serve as an agent for service of notices and other process relating to the business. The manager shall remain responsible for the conduct of the business until another suitable person has been designated in writing by the licensee. The licensee shall promptly notify the Chief of Police in writing of any change indicating the address of the new manager and the effective date of such change.
- C. Hours of business. The licensed premises shall not be open for business nor shall patrons be permitted on the premises between the hours of 10:00 p.m. and 6:00 a.m.

Sec. 17-184. PENALTY: A person who commits or attempts to commit, conspires to commit or aids or abets in the commission of an act constituting a violation of this chapter, whether individually or in connection with one or more other persons or as principal, agent, or accessory is guilty of a simple misdemeanor and shall be punished as provided in Section 1-8 of this Code. A person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, permits or directs another to violate a provision of this chapter is guilty of a simple misdemeanor, and shall be punished as provided in Section 1-8 of this Code."

SECTION 2. SEVERABILITY 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.

Passed by the Council on this ____ day of _____, 2017, and on the ____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk