



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
DECEMBER 11, 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:

Next meeting: noon, Wednesday, Dec 28, 2017

Oath of Office scheduled 8:00 am, January 2, 2018, in council chambers

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 27, 2017, and work session minutes of November 29, 2017.
2. Approve Bill List in the amount of \$2,253,303.06.
3. Receipt of Civil Service New Hire List, Transit Operator.
4. Appoint Matthew Brodin to Plan Zoning Commission, replacing Fauna Nord, term expires 4/1/2023.
5. Resolution 2017-330 Approving Contract Mowing Agreement between the City of Marshalltown and Independent Contractors for two growing seasons, 2018 and 2019.
6. Resolution 2017-331 Approving an Underground Electric Line and Equipment Easement with Interstate Power and Light Company, at West End Park.
7. Resolution 2017-332 Approving Agreement with the Friends of the Marshalltown, Iowa, Public Library, Inc., relating to lease of real estate, locally known as 110 W Linn St and 112 W Linn St, for a period of one year, ending December 31, 2018, in the amount of \$1.00 per year.
8. Resolution 2017-333 Purchase Detective Vehicle and declare Vehicle Surplus.
9. Resolution 2017-334 Declaring Certain Property Surplus Property and Authorizing Sale and Disposal Thereof, Transit Buses #971 and #992.
10. Liquor License Renewals: BPOE Lodge.

(end of consent agenda items)

RESOLUTIONS:

11. Resolution 2017-335 Approving an Agreement for Professional Services with Bolton & Menk for the Highway 14 Corridor Study.
12. Resolution 2017-336 Authorizing the City of Marshalltown to Request Assignment of Certain Tax Certificates held by Marshall County. 702 Swayze St & 708 Lee St.

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.

Marshalltown



ORDINANCES:

13. Ordinance 14971 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, first reading. No public hearing required.

DISCUSSION:

14. Council Vacancy schedule, anticipate appointment of 2nd Ward Councilor on Jan 8, 2018
15. Update on costs for Police and Fire Building.
16. Unregistered rental property penalty and fee for new rental properties.
17. Preliminary schedule – unpaid bills to assess as property tax.

PUBLIC COMMENT:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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COUNCIL PROCEEDINGS

November 27, 2017

The Marshalltown City Council met in regular session on November 27, 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: Cahill, Gowdy, Greer, Hoop, Lamer, Martin, Wirin. Susan Cahill joined the council having replaced Dan Kester as 1st Ward councilor, being elected November 7, 2017, and sworn in Tuesday, November 21, 2017. Fire Captain Don Barker was recognized for twenty years of service. Gowdy moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council Minutes of November 13, 2017; Approve Bill List in the amount of \$2,315,169.05; Receipt of Building Report, October, 2017; Appoint Jeffrey Mann to the Uniform Fire Code Appeals Board, for five year term ending 8/1/2022; Resolution 2017-320 Approving Salary Adjustment for City Administrator Jessica Kinser; Resolution 2017-321 Approving Urban Renewal Annual Report; Resolution 2017-322 Approving the Municipal Airport Five Year Capital Improvement Program (2019-2023 and Federal Funding Application; Approve Liquor License Renewals: Tom's Cue and Brew; Aung Parame; second by Martin. Consent agenda adopted 7-0.

RESOLUTIONS:

Lamer moved to reconsider and adopt 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, second by Greer. Resolution adopted 6-1, Hoop dissenting, expressing concern with noxious weeds and hunting.

Gowdy moved to adopt 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, second by Wirin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2017-324 Authorizing the City Administrator to Submit a Grant Application to the Martha Ellen Tye Foundation for a Wayfinding Master Plan, second by Wirin. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2017-325 Authorizing Loan to Tax Increment Revenue Fund, Urban Renewal Area No 3, to fund MEDIC, second by Greer. MEDIC Director Deimerly reviewed activities provided by MEDIC, including the Housing Study. Resolution adopted 7-0.

Lamer moved to adopt 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, second by Greer. Resolution adopted 7-0.

Wirin moved to adopt 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, second by Martin. Resolution adopted 7-0.

Gowdy moved to adopt 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, second by Greer. Resolution adopted 7-0.

Wirin moved to adopt 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, second by Cahill. Resolution adopted 7-0.

ORDINANCES:

Wirin moved to approve the second reading, waive the third reading and adopt 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 Greer. Ordinance adopted 7-0.

DISCUSSION:

Wirin moved to provide direction to apply for State Revolving Fund project for wastewater needs, specifically for bioretention in the parking lots, second by Greer. Public Works Director provided the council eight project options. Motion carried 6-1, Lamer dissenting.

Greer moved to provide direction to proceed with filling the council vacancy by application and interview, with council appointment, the process to be similar to the last vacancy filled, second by Gowdy. Motion carried 7-0.

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COUNCIL PROCEEDINGS

November 27, 2017

Lamer moved to place the first reading of the Massage Therapy Business ordinance draft on the next agenda, second by Gowdy. Motion carried 7-0.

PUBLIC COMMENT:

Lamer complimented staff on the repairs on 18th Avenue. Greer thanked the community for supporting the camera project. The next council meeting is 12/11 at 5:30 pm and the last meeting of the month is on Wednesday, noon, 12/27.

ADJOURNMENT

The meeting adjourned at 6:53 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Work Session
November 29, 2017

A work session of the Marshalltown City Council was convened on November 29, 2017, at 10:00 am, at the Marshalltown Public Library, according to posted notices. The council discussed council goals.

The meeting adjourned at 3:15 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



Jill Petermeier, Human Resources Director
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158
Tel(641)754-5704 Fax (641)844-1899
jpetermeier@ci.marshalltown.ia.is

To: Civil Service Commission

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

Re: Certified Hire List

Position: Full Time Transit Operator

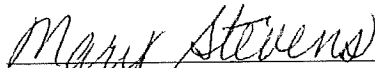
After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position:

65 Karen Bassett
58 Jim Chubb
43 Tim Bolle

This list shall be valid for a period not to exceed November 28, 2018.

Date List Certified by Civil Service Commission:

November 28, 2017



Mary Stevens, Civil Service Commission Chair

Attest:



Shari Coughenour, Clerk of the Commission



Board and Commission Roster

Planning and Zoning Commission

Department: Housing

Dept. Phone: (641) 754-5756

Seven members appointed by the Mayor subject to approval of the City Council; 5 year terms. The Commission shall recommend the boundaries of the various original district and appropriate regulations and restrictions to be enforced therein. In addition, the Commission shall make recommendations for amendments, supplements, changes and modifications of said regulations, restrictions, and boundaries of districts. Meetings will be held the Thursday following the first Council meeting of the month at

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
4/1/2020	Keith E. Bloomquist 2313 Knollway Drive Marshalltown, IA 50158	(641) 751-5075 (641) 753-4020	knollway@mchsi.com Appointed: 2/27/2017
4/1/2018	Jon Boston 1710 Rainbow Drive Marshalltown, IA 50158	(641) 752-2594	jcbost50@yahoo.com Appointed: 3/25/2013
4/1/2023	Matthew Brodin 315 Harrison Dr Marshalltown, IA 50158	(641) 691-1185	brodin.matt@gmail.com <i>replaces F Nord</i> Appointed: 12/11/2017
4/1/2022	Aimee Deimerly-Snyder 1106 W Main St Marshalltown, IA 50158	(641) 751-8581	aimeejods@gmail.com Appointed: 2/13/2017
4/1/2019	Sharon Greer 112 W Church Street Marshalltown, IA 50158	(641) 752-5467	sharon@cdrlaw.com Appointed: 10/27/2014
4/1/2018	Angela Lins-Eich 410 W Main Street Marshalltown, IA 50158	(641) 351-9469 (351) 652-7000	a.lins-eich@lifeconnections4u.net Appointed:
4/1/2020	Stephen Valbracht 307 Thunderbird Drive Marshalltown, IA 50158		stevevalbracht@gmail.com Appointed: 3/28/2016

Thursday, December 07, 2017



State of Iowa gender equality statistics

Males - Count / %	4	57.14%
Females - Count / %	3	42.86%
Total Members	7	

CITY OF MARSHALLTOWN

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

DATE: 09/24/2014 12-6-17			
Last Name Brodin		First Name Matthew	
Middle Initial H.			
STREET ADDRESS 315 Harrison Dr.		CITY Marshalltown	STATE Iowa
		ZIP 50158	
DAY PHONE # 641-691-1185		CELL PHONE # 641-691-1185	
EMPLOYER: (If retired, please indicate last employer and position held.) Realtor at Coldwell Banker Premier Real Estate			
Email address: brodin.matt@gmail.com			

VOLUNTEER CIVIC/COMMUNITY ACTIVITY

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

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

- | | |
|--|--|
| ☐ Bike Path Committee | ☐ Investment Advisory Board |
| ☐ Board of Adjustment | ☐ Library Board |
| ☐ Civil Service Commission | ☐ Marshalltown Softball Association |
| ☐ Claims Appeal Board | ☐ Municipal Art Gallery/Fisher Center |
| ☐ Coliseum Commission | ☐ Parks Advisory Committee |
| ☐ Dangerous Building Board of Appeals | ☐ Public Housing Advisory Governing Board |
| ☐ Electrical Appeals Board | ☒ Planning & Zoning Commission |
| ☐ Electricians Examining Board | ☐ Trees Forever /Branching Out Committee |
| ☐ Enterprise Zone | ☐ Uniform Building Board of Appeals |
| ☐ Gas & Plumbing Board | ☐ Uniform Fire Code Board of Appeals |
| ☐ Housing Appeals Board | ☐ Water Board |
| ☐ Human Rights Commission | Other: Involved in MFL board |
| | • IVL 6-53 2018 |

IN ADDITION, MEMBERS OF THE COUNCIL ARE APPOINTED AS REPRESENTATIVES TO THE FOLLOWING:

- | | |
|---|--|
| ☐ Cable TV Advisory Committee | ☐ Marshalltown Economic Development |
| ☐ Convention & Visitors Bureau (CVB) | ☐ Impact Commission (MEDIC) |
| ☐ Landfill Commission | ☐ 911 Commission |
| ☐ Main Street Central Business (MCB) | ☐ Senior Citizen's Committee |
| | ☐ Sister City Ad Hoc Committee |

Please indicate why you have designated a particular Board/Commission on which you would like to serve. For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board/Commission.

As a Realtor I think I can add expertise to the board of adjustments.

I am willing to attend meetings and help make difficult decisions to benefit our community.

ATTENDANCE OF MEMBERS OF ALL BOARDS AND COMMISSION

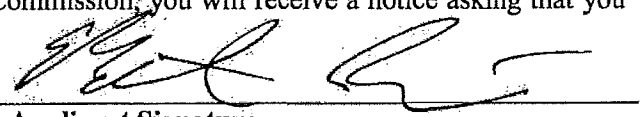
Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member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

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

Yes ☒
No ☐

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

The City appreciates your time and volunteer spirit. This interest form will be retained for one year and if during that time you are not appointed to a City Board/Commission, you will receive a notice asking that you renew your interest in serving.


Applicant Signature

Return to: City Clerk's Office
City Hall, 24 North Center Street
Marshalltown, Iowa 50158
(641) 754-5701

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



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

December 7, 2017

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

From: Anne Selness
Parks and Recreation Director

Re: Mowing Contracts for 2018/2019

Policy Issue: For Council Approval

Recommendation: Public and park areas were put out for bid in October. These are the contractors that responded with acceptable bid applications. I recommend that the contracts for these areas are awarded to the low bidder for each. Please see attached pages with this information.

Budget Impact: Yes

Attachment: Yes

cc: Jessica Kinser, City Administrator

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



APPROVING CONTRACT MOWING AGREEMENTS BETWEEN THE CITY OF
MARSHALLTOWN AND INDPENDENT CONTRATORS FOR TWO GROWING SEASONS
2018 AND 2019.

WHEREAS the City of Marshalltown owns substantial properties which require annual lawn care; and

WHEREAS the City of Marshalltown has developed an independent contractor agreement so as to obtain the needed services pursuant to a written agreement.

WHEREAS it is in the best interest of the City of Marshalltown to award these contracts.

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

Section 1. The attached contract Mowing Agreements are hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 2. The City of Marshalltown Parks & Recreation Department is hereby authorized to use this agreement to obtain independent contractors to provide the required lawn care for City property administered through the Parks and Recreation Department.

Section 3. This Resolution is in full force and effect from and after its passage.

Passed this 11th day of December, 2017, and signed this ____ day of December, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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



Date: December 11, 2017

PARK Areas		Ag Lime Trucking & Mowing	Bob's Lawn Care	Dirt to Turf	PM Kiwanis	Scott Tent & Lawn Care	Smith Lawn Care	Low Bid
1	Aquatic Center	150						150
2	Anson Park		250					250
3	Bicentennial Park		125					125
4	Judge Park					80		80
5	Kiwanis Park		125					125
6	Mega 10			150				150
7	Timber Creek Park			100				100
8	West End & Tankersley Park				165			165
9	Elk's Park					65		65
	Arnold Park							
10	Assistance League					70		70
	Jaycees Park							
11	BPW Park						60	60
	Farmers Market							
	Lawrence Park							
12	Glenwood Park			65				65
	Goldfinch Park							
13	Optimist Park			80				80
	Peterson Park							
	Per Mowing	150	500	395	165	215	60	1,485
	Total of 27 Annually	4,050	27,000	21,330	8,910	11,610	3,240	76,140
76,140								

PUBLIC Areas		Ag Lime Trucking & Mowing	Dirt to Turf	Smith Lawn Care	Low Bid
1	West Southridge	50			50
	Center Street viaduct				
	Riverside Blvd				
2	3rd-6th Viaduct	40			40
	Under 3rd/6th St viaduct				
3	12 Ave. Terraces	20			20
	Turner St & 12th Ave				
4	East Nevada St			75	75
	Public Works Facility				
5	Anson Street creek area	35			35
	Plaza Heights & 3rd Ave				
6	Nevada St		80		80
	Bike Path				
	Hughes & 4th St				
7	High Street		100		100
	Klass Court				
8	3rd Avenue cloverleaf		100		100
	Summit Street				
	Parking Lot K (Church & 2nd St) & strip on SE corner of State & 1st St.				
9	Center Street - South		80		80
Per Mowing		145	360	75	580
Total of 27 Annually		6480	19440	4050	29970

BID SHEET # 2 PUBLIC AREA MOWNING BID SHEET - TWO YEAR CONTRACT

PUBLIC Areas		Location Description	Approximate Square Feet	Low Bid	FUTURE COST PER YEAR (27 weeks)	PREVIOUS COST PER YEAR (27 weeks)
1	West Southridge	End of Southridge Rd. 100' west from houses	83,750	50	1,350	2,376
	Center Street viaduct	Both sides of street, both sides of sidewalks. Also bottom flat areas on both sides. Mow eight feet from sidewalk and trim eight feet around all signs, guide wires and bridge abutments.	39,750			
	Riverside Blvd	Median area on Riverside between 3rd & 2nd Ave.				
2	3rd-6th Viaduct	Along sidewalks off 3rd-6th viaduct and Wilson Circle - 8 feet wide on slope of sidewalks. Trim viaduct abutments.		40	1,080	810
	Under 3rd/6th St viaduct	Section on west side of viaduct east of Bryngelson fence on Player St				
3	12 Ave. Terraces	From Main Street to school bus barn driveway on east side of creek.	35,000	20	540	540
	Turner St & 12th Ave	60' north of 12th Ave. from Turner St and 60' west on Turner from 12th Ave.				
4	East Nevada St	North side of street across from Gervich to 20' north of trees.		75	2,025	1,890
	Public Works Facility	905 East Main St				
5	Anson Street creek area	By creek on Anson between Finkle and 6th Ave. Includes trimming along fence and east side of creek.		35	945	810
	Plaza Heights & 3rd Ave	Where 3rd Ave would extend south up the hill at Plaza Heights Rd.				
6	Nevada St	1216-1302 E Nevada - the creek banks between these addresses from E Nevada to E Boone		80	2,160	1,755
	Bike Path	From E State Street to bike path from 15th Ave to 12th Ave and Main St bridge. Also flute arras on terrace from bike path exit on 12th Ave to the bridge.	37,000			
	Hughes & 4th St	Northwest corner lot at Hughes and 4th St.				

BID SHEET # 2 PUBLIC AREA MOWNING BID SHEET - TWO YEAR CONTRACT

PUBLIC Areas		Location Description	Approximate Square Feet	Low Bid	FUTURE COST PER YEAR (27 weeks)	PREVIOUS COST PER YEAR (27 weeks)
7	High Street	W High Street from fire hydrant west of B & B Storage sheds along holding pond to Linn Creek Indoor Golf, from curblin into pond 40'. Trim at east end around fire hydrant and fire hydrant side of drainage area around culvert off High St midway of ponding area.		100	2,700	1,890
	Klass Court	Large area behind Klass Court. This area could be under some construction which may alter the mowing cycle.				
8	3rd Avenue cloverleaf	North end on the east and west sides. Trim around trees and shrubs, signs, poles	138,300	100	2,700	3,105
	Summit Street	Along Summit Street east of 13th St.				
	Parking Lot K (Church & 2nd St) & strip on SE corner of State & 1st St.	Grass area east of parking lot and terrace around the parking lot. Also one strip between sidewalk and parking next to Coliseum.				
9	Center Street - South	Terrace areas on west side of Center St. between Center St. and frontage road from Westwood Drive to Applebee's driveway. Also from Applebee's property south to Iowa Ave., around the Marshalltown sign, and west on Iowa Ave. about 100'. Also, on east side of Center Street from traffic signal at Westwood to Southridge Rd - as much of bank as possible.	111,000	80	2,160	2,160
SUBTOTAL				580	15,660	15,336

BID SHEET # 1 PARKS MOWING BID SHEET - TWO YEAR CONTRACT

PARK Areas		Address	Approximate Square Feet	Low Bid	Previous Contract Bid	FUTURE COST PER YEAR (27 weeks)	PREVIOUS COST PER YEAR (27 weeks)
1	Aquatic Center			150	85	4,050	2,295
2	Anson Park	East of 3rd Ave and south of Anson St. to shelter house. Includes south of parking lot and ball diamond and the play and shelter area east of 4th Ave.	355,000	250	250	6,750	6,750
3	Bicentennial Park	Driveway off of Grandview Dr. Part of this whole area is school district and NOT part of this city contract.	448,500	125	120	3,375	3,240
4	Judge Park	South 12th St to west corner of farm fence and creek to farm fence.	163,000	80	80	2,160	2,160
5	Kiwanis Park	South 3rd Avenue	246,800	125	120	3,375	3,240
6	Mega 10	Park on east side South 6th Street and west of 6th the corner by golf course and the skatepark. This has several areas.	114,000	150	150	4,050	4,050
7	Timber Creek Park	Includes ten feet around all of walk path. Includes trimming around corners of bridges, benches, trash cans and ten feet around dock ramp. Also includes creek banks from south and lot off of Plaza Heights Rd. south of walkway.		100	100	2,700	2,700
8	West End & Tankersley Park	14th St. including Tankersley Park on east side of creek.	184,900	165	165	4,455	4,455
9	Elk's Park	N 4th & Hughes St	56,200	65	65	1,755	1,755
	Arnold Park	Linn St. between 7th & 8th St	53,200				
10	Assistance League	High St. between 10th & 11th Ave	57,100	70	65	1,890	1,755
	Jaycees Park	End of Rolling Meadows Rd.	66,100				
11	BPW Park	Marion St. Between 4th & 5th Ave	37,200	60	55	1,620	1,485
	Farmers Market	Off N 2nd Ave. between State and Byron.					
	Lawrence Park	22nd & State Streets	8,800				
12	Glenwood Park	Pond area west of South Sixth Street south of Merle Hibbs Blvd.		65	50	1,755	1,350
	Goldfinch Park	From 2nd Street to 6th Street to beginning of slope. West side of 2nd Street between street and slope of pond going south. Ten feet around each side of path around pond. Includes trimming around corners of bridges, benches, trash cans. Terrace area south of Hibbs Blvd south. 6th Street east to bridge on south side of waterway.					
13	Optimist Park	18th Av North of Nevada St	50,300	80	75	2,160	2,025
	Peterson Park	East end Woodbury Street and park side of levee.	61,000				
SUBTOTAL				1,485	1,380	40,095	37,260
TOTAL PARKS & RUT							
*Kiwanis donates back 25-50% to West End Park as part of the bid.							



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: December 7, 2017
RE: **West End Park Easement**

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: In July, we met with representatives of Alliant Energy at the West End Park to discuss going underground with some electrical lines, specifically through the tennis courts, which are now futsal courts, and through a grassy area on the west side of the property. This will not interfere with the improvements that have been made and will eliminate our ability to construct other improvements in the park over time.

Budget Impact: None.

Attachment: Resolution and Agreement

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



**RESOLUTION APPROVING AN UNDERGROUND ELECTRIC LINE AND EQUIPMENT
EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY**

WHEREAS, the City of Marshalltown, which owns West End Park located in the 13th Street District, has been approached to grant an easement to Interstate Power and Light Company, dba Alliant Energy, to install an underground electrical line below the futsal courts and at the far west end of the property; and

WHEREAS, the City finds it in the best interest of the 13th Street District and public to have underground versus overhead lines extending over West End Park;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Underground Electric Line and Equipment Easements is hereby approved.

Passed this 11th day of December 2017 and signed this ___ day of December 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Prepared By: Interstate Power and Light Company – Michelle Yun 4902 N. Biltmore Lane Madison, WI 53718 (319) 786-4768
Return To: Courtland Smith, Mi-Tech Services, Inc. 6565 Wistful Vista Dr., Unit 11102, West Des Moines, Iowa 515-499-0357

UNDERGROUND ELECTRIC LINE AND EQUIPMENT EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown, Iowa** ("Grantor(s)", ADDRESS: **Marshalltown, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation, its successor and assigns**, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures and equipment, (including associated surface mounted equipment) and construction for transmitting electricity, and communications pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Marshall, and the State of Iowa:

See Legal Description on attached Exhibit A, Page 3; incorporated into and made a part hereof by reference.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the easement area as referenced in the legal description described above unless agreed upon between the parties. Replacement of tennis courts will be allowed.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines, or associated equipment with prior notice given to the grantor(s).

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, or associated equipment and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation which has been approved by the Grantor(s)), fences, livestock, structures or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this _____ day of _____, 20____

GRANTOR(S):

By: _____
City of Marshalltown

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20__ before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

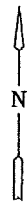
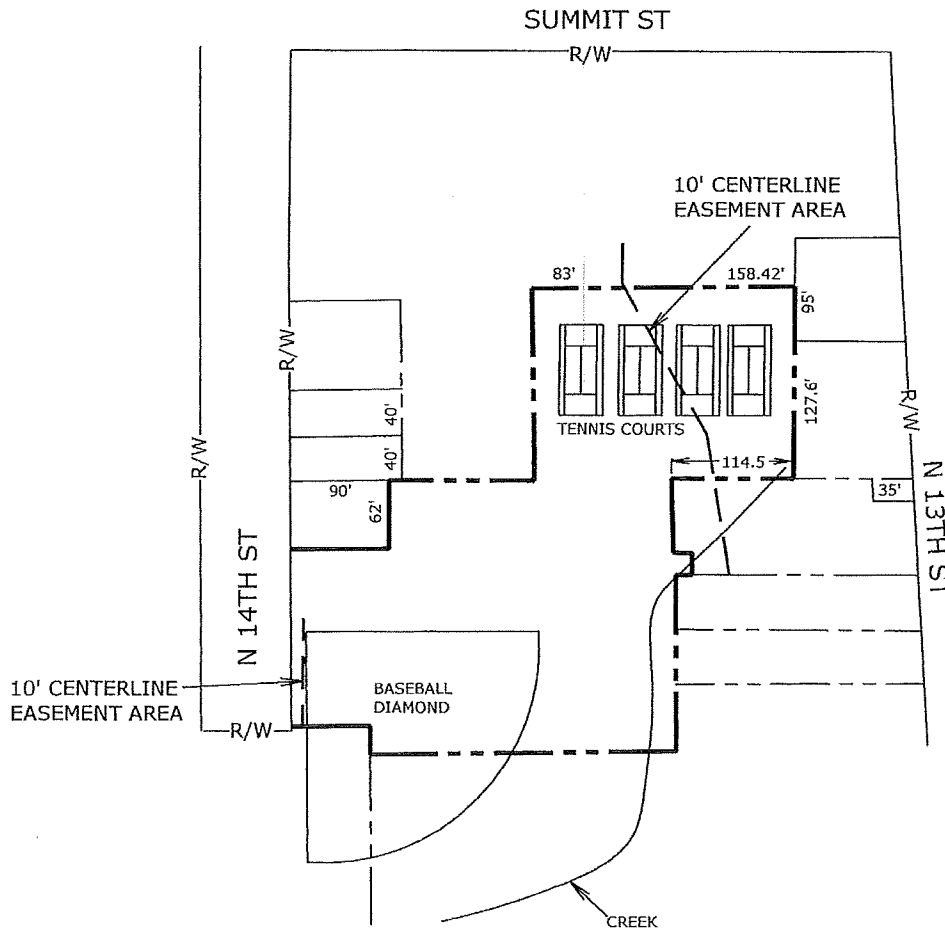
EXHIBIT "A"

EASEMENT AREA BEING A STRIP OF LAND 10 FEET IN WIDTH, BEING 5 FEET EACH SIDE OF THE CENTERLINE, OR EXTENSIONS THEREOF, OF AN UNDERGROUND ELECTRIC LINE TO BE LOCATED (ON OR ADJACENT) TO THE PROPERTY OF THE GRANTOR. MORE PARTICULARLY DESCRIBED BY PLACEMENT OF THE FACILITIES AT THE TIME OF CONSTRUCTION ON THE FOLLOWING DESCRIBED PROPERTY.

THE SOUTH 1 ACRE OF LOT 1 OF LOT 3 OF LOT 1 AND LOT 4 OF LOT 1 OF LOT 5 OF LOT 1, EXCEPT BEGINNING 16 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 4 OF LOT 1 OF LOT 5 OF LOT 1, THENCE EAST 90 FEET, THENCE SOUTH 62 FEET, THENCE WEST 90 FEET, THENCE NORTH 62 FEET TO THE POINT OF BEGINNING ALL IN THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M. IN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA. (WEST END PARK)

PARCEL NO. 8418-27-377-028

OWNER: CITY OF MARSHALLTOWN



NOT TO SCALE

DRAFTED BY: MI-TECH SERVICES, INC
BJF

ALLIANT # 4045263

3



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: December 7, 2017
RE: **Lease with the Friends of the Library**

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: The City no longer has an immediate use for the Friends of the Library houses at 110 and 112 West Linn Street following the conclusion of the HUD lead abatement grant. However, the City does intend to apply for this grant in 2018, and the houses help contribute to the City's contribution for the grant application. We have requested the Friends of the Library to delay any decisions on this property until we know if we will receive a lead grant in the future. One area which is unaffordable for the Friends of the Library is the property and liability insurance for the properties, which in the current year cost the City \$200 total. ICAP, our insurance provider, advised that in order for the properties to remain covered, the City would need to have an obligation to cover them. Therefore a lease for the properties was drafted, putting all other responsibility for property maintenance on the Friends while the City maintains insurance coverage.

Should the City receive a grant, the lease can be terminated and a new one drafted to reflect the City's use of the properties for the lead grant.

Budget Impact: Approximately \$200; will not know the exact cost for next year (April 1st renewal) until closer to that timeframe.

Attachment: None.

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



2017-__

RESOLUTION APPROVING AGREEMENT WITH THE FRIENDS OF THE
MARSHALLTOWN, IOWA PUBLIC LIBRARY, INC., RELATING TO LEASE OF REAL
ESTATE, LOCALLY KNOWN AS 110 W LINN STREET AND 112 W LINN STREET, FOR
A PERIOD OF ONE YEAR,
ENDING DECEMBER 31, 2018
IN THE AMOUNT OF \$1.00 PER YEAR

WHEREAS the Council previously approved an agreement with the Friends of the Marshalltown, Iowa Public Library, Inc., for lease of real estate for operation of its Lead Hazard Control Program; and

WHEREAS the Council intends to continue leasing such real estate in anticipation of future funding of the Lead Hazard Control Program; and

WHEREAS the Council has fully examined and found the agreement is in the best interest of the city of Marshalltown, Iowa, and that the agreement should be approved and accepted.

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

Section 1. The agreement with the FRIENDS OF THE MARSHALLTOWN, IOWA PUBLIC LIBRARY, INC., providing for lease of real estate described in the attached lease, locally known as 110 W Linn Street and 112 W Linn Street, and is hereby fully approved in all respects and particulars for one dollar through December 31, 2018.

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

Passed on this 11th day of December, 2017, and signed on this __ day of December, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, is entered into on December ____, 2017, by Friends of the Marshalltown, Iowa Public Library, Inc. ("Landlord") whose address for the purpose of this lease is 105 West Boone Street, Marshalltown, Iowa 50158, and City of Marshalltown, Iowa ("Tenant") whose address for the purpose of this lease is 24 N Center Street, Marshalltown, Iowa 50158,

1. PREMISES AND TERM. The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in MARSHALL County, Iowa:

The West 54 feet of Lot 4, Block 28, in the Original Town of Marshall, Marshall County, Iowa, subject to easement and restrictions of record,
(locally know as 110 W Linn Street, Marshalltown, IA 50158)

AND

The West 54 feet of Lot 4, Block 28 in the Original Town of Marshall County, Iowa, subject to easements and restrictions of record
(locally known as 112 W Linn Street, Marshalltown, IA 50158).

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if attached, for a term commencing on approval of the lease and ending on December 31, 2018, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: \$ 1.00 due upon execution of this lease.

In addition to the above rental Tenant shall also provide complete insurance coverage of said properties under Tenants municipal policies for property and liability coverage.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for municipal program purposes which may include the City's lead based paint program. For restrictions on such use, see paragraphs 6 (c), 6 (d) and 11 (b) below.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Repair shall be performed and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L=LANDLORD T=TENANT	% Landlord	% Tenant
Interior walls, floors and ceilings	L	100.00	0.00
Sewer, plumbing fixtures, pipes, wiring, electrical fixtures within the structure	L	100.00	0.00
Heating equipment	L	100.00	0.00
Air conditioning	L	100.00	0.00
Plate glass (replacement)	L	100.00	0.00
Sidewalks	L	100.00	0.00
Parking areas	L	100.00	0.00
Other common areas (strike if inapplicable)	L	100.00	0.00

LIMITATION. In no event shall the Tenants share of the cost of repair for any one incident of repair exceed \$100.00. All costs of such an incident of repair in excess of such amount shall be paid by Landlord.

D. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

7. UTILITIES AND SERVICES. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L=Landlord T=Tenant	% Landlord	% Tenant
Electricity	L	100.00	0.00
Gas	L	100.00	0.00
Water and Sewer	L	100.00	0.00
Garbage/Trash	L	100.00	0.00

**8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM
REMOVAL OF FIXTURES.**

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **OPTION TO RENEW.**

INITIAL IF APPLICABLE

Landlord

Tenant may renew this lease for 1 additional terms of one years each by giving Landlord a written notice of intent to renew at least 30 days prior to the expiration of the term that precedes each such renewal term.

(c) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(d) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease.

(e) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100.00 %	Tenant 0.00 %
-------------------	---------------

B. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

C. **SPECIAL ASSESSMENTS.** Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord 100.00 %	Tenant 0.00 %
-------------------	---------------

D. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$_____ each occurrence \$_____ and Liability insurance 2*** annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.

E. **INCREASED RISKS OR HAZARDS.** Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

F. Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

12. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY. Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY.

(a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 60 days after its occurrences, this lease shall not terminate.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 60 days this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be affected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. **SIGNS.** (a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

16. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

17. **ENVIRONMENTAL.**

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air

and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

18. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way remedied, unsatisfied or undischarged.

19. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

20. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

21. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

22. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

23. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating

this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Friends of the Marshalltown, Iowa Public
Library, Inc., LANDLORD

City of Marshalltown, Iowa, TENANT

by _____
President

Mayor

City Clerk

[ATTACH APPROPRIATE ACKNOWLEDGMENTS HERE]



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: 7 December 2017

RE: Marshalltown Police Department Detective Vehicle Purchase FY 17-18

Policy Issue: City policy requires governing body approval of all vehicle purchases.

Recommendation: Staff recommends approving the purchase of a 2014 Dodge Grand Caravan from Jensen Ford (Marshalltown). If approved for purchase, the police department's Special Services Division will utilize this vehicle for detective operations. As part of this purchase, staff recommends approval of trading a 2008 Dodge Grand Caravan, currently owned by the City of Marshalltown. The 2008 Dodge Grand Caravan is being retired from the police department's patrol fleet due to high mileage and increasing maintenance concerns. The 2008 Dodge Grand Caravan should be declared surplus property. If approved by council, the trade value of the 2008 Dodge Grand Caravan will be applied to the purchase price of the 2014 Dodge Grand Caravan.

Background: The police department uses unmarked vehicles for detective operations. The department currently operates a 2008 Dodge Grand Caravan as part of the department's detective and pool vehicle fleet. This vehicle has 119,247 miles on it. Maintenance costs and needs are becoming a concern and it is in the best interest of the City to retire this vehicle from the police fleet. The department has planned to replace one detective vehicle as part of the Capital Improvement Plan (CIP) budget. The police department has budgeted \$20,000.00 for the purchase of a detective vehicle as part of the CIP budget for FY 17-18.

Police department staff contacted Marshalltown area vendors seeking quotes for used vehicles that met department specifications for use as a detective vehicle. Captain Brian Batterson provided the attached memo to all potential vendors. Jensen Ford was the only vendor to respond to our solicitation. Staff recommends council approve the purchase of a 2014 Dodge Grand Caravan from Jensen Ford for a pre-trade purchase price of \$14,600.00. The department will receive \$2300.00 in trade for the aforementioned 2008 Dodge Grand Caravan, which lowers the purchase price to \$12,300.00. No emergency lighting or police radio equipment will be necessary in this unmarked detective vehicle because it will be used in operations where an obvious police presence could jeopardize an investigation. There will be the need to install a gun/equipment vault and other misc. police equipment into this vehicle. Estimated costs for this equipment should not exceed \$2000.00. After the purchase of necessary equipment for this vehicle, we will still be well under the original budget estimate of \$20,000.00

Budget Impact: The CIP budget for FY 17-18 has sufficient funds for the purchase of this law enforcement vehicle.

Attachment: Memo and related documents from Captain Brian Batterson.

Misc: MPD staff will be present at the December 11, 2017, meeting of the Marshalltown City Council to answer questions regarding this proposed police vehicle purchase.

CITY COUNCIL

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



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: Marshalltown Used Vehicle Dealers
FROM: Captain Brian Batterson
RE: Police Purchase of Used Vehicle
DATE: November 16, 2017

The Marshalltown Police Department is currently requesting bids for (1) one used non-police package vehicle. Vendors may submit multiple bids if the vehicles meet department requirements. Vendor bids will be evaluated based on price, condition of the vehicle, number of desired features, maintenance records and mileage. The vehicle will be inspected by city personnel prior to submitting the proposal to the city council for purchase approval.

The following features are desired-

*Minivan (Dodge Caravan preferred, but will look at others)
No black, blue, red, white or other unique color vehicle.
Mileage no greater than 40,000 miles*

The police department will be trading in the following vehicle toward the purchase price- 2008 Dodge Grand Caravan blue in color with over 119,247 miles (VIN 1d8hn54p98b150019). This vehicle may be viewed by appointment at 22 North Center Street (Police Department).

Bids and any other related documents should be submitted by 5:00 pm on December 5, 2017. The vehicle which best meets the evaluation criteria as well as the needs of the department will be submitted to the Marshalltown City Council for purchase approval on December 11, 2017. The City reserves the right to reject any and all bids, to waive irregularities and make an award in any manner, consistent with city ordinance and policy, deemed in the best interest of the city. The city reserves the right to award the best and most responsible bidder. No purchase or other guarantee can be made without council approval.

Bids and questions shall be delivered in person or by email to:

Captain Brian Batterson
641.754.5733
bbatterson@marshalltown-ia.gov



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

2017-?????

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2014 DODGE GRAND CARAVAN VEHICLE FROM JENSEN FORD FOR THE PRICE OF \$14,600.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE.

RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, 2008 DODGE GRAND CARAVAN FOR TRADE VALUE OF \$2,300.00.

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

WHEREAS the City of Marshalltown, Iowa desires to procure a used vehicle to be utilized by the police department as a detective vehicle and sought quotes for this purpose; and

WHEREAS Jensen Ford, Marshalltown, Iowa submitted a bid on a 2014 Dodge Grand Caravan for a purchase price of \$14,600.00 and offered to credit the City of Marshalltown \$2,300.00 in trade value on a 2008 Dodge Grand Caravan being retired from the police department fleet which will reduce the purchase price of this new vehicle to \$12,300.00, and

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

WHEREAS the City is the sole owner of a 2008 Dodge Grand Caravan which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the bid from Jensen Ford for the purchase of a 2014 Dodge Grand Caravan to be used as said police vehicle in the amount of \$14,600.00.

Section 2. The property listed below is hereby declared as surplus property:

A. 2008 Dodge Grand Caravan, VIN: 1D8HN54P98B150019

Section 3. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Section 4. The Chief of Police of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicle at the above referenced price and conditions.

Passed this 11th day of December 2017, and signed this _____ day of December 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



2805 S Center St
Marshalltown • 641-753-5501
www.jensenford.com



Customer: City Of Marshalltown 24 N. Center St. Marshalltown, IA 50158 Home # (641) 754-5760 Work # Cell # Email		Co-Buyer: Home # Work # (641) 754-5760 Cell # Email		Deal #: 110841 Deal Date: DEC 6 17 Print Time: 12:32:57 PM	
				Salesperson: Dunn, Mike	

New	☐	Stock #:	Description:	Vehicle	VIN:	Mileage:
Used	☒	8921	2014 Dodge Grand Caravan	2C4RDGBG1ER348921		39726
Demo	☐		SE	Series/Trim		

Vehicle: 2008 Dodge Grand Caravan Mileage:		Trade VIN: 1D8HN54P98B150019	
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Retail Summary	Payment Options																																									
<table style="width:100%;"> <tr> <td style="width:30%;">Price</td> <td style="width:70%; text-align: right;">14,600.00</td> </tr> <tr> <td>Sale Price:</td> <td style="text-align: right;">14,600.00</td> </tr> <tr> <td>Accessories:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Service Contract:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Gap Protection:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Net Sale Price:</td> <td style="text-align: right;">14,600.00</td> </tr> <tr> <td>Trade Value:</td> <td style="text-align: right;">2,300.00</td> </tr> <tr> <td>Trade Balance:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Net Trade:</td> <td style="text-align: right;">2,300.00</td> </tr> <tr> <td>Less Down Payment:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Total Sale Price:</td> <td style="text-align: right;">12,300.00</td> </tr> <tr> <td>Admin Fee:</td> <td style="text-align: right;">99.00</td> </tr> <tr> <td>Balance Remaining:</td> <td style="text-align: right;">12,399.00</td> </tr> </table>	Price	14,600.00	Sale Price:	14,600.00	Accessories:	0.00	Service Contract:	0.00	Gap Protection:	0.00	Net Sale Price:	14,600.00	Trade Value:	2,300.00	Trade Balance:	0.00	Net Trade:	2,300.00	Less Down Payment:	0.00	Total Sale Price:	12,300.00	Admin Fee:	99.00	Balance Remaining:	12,399.00	<table style="width:100%;"> <tr> <td style="width:20%;">Term:</td> <td style="width:20%;">0 Mo</td> <td style="width:20%;">0 Mo</td> <td style="width:20%;">0 Mo</td> <td style="width:20%;">0 Mo</td> </tr> <tr> <td>Cash Down: \$</td> <td style="text-align: right;">0</td> <td style="text-align: right;">\$ 0</td> <td style="text-align: right;">\$ 0</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>Payment: \$</td> <td style="text-align: right;">12,399</td> <td style="text-align: right;">\$ 12,399</td> <td style="text-align: right;">\$ 12,399</td> <td style="text-align: right;">\$ 12,399</td> </tr> </table> 0 0 0 0	Term:	0 Mo	0 Mo	0 Mo	0 Mo	Cash Down: \$	0	\$ 0	\$ 0	\$ 0	Payment: \$	12,399	\$ 12,399	\$ 12,399	\$ 12,399
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Payment: \$	12,399	\$ 12,399	\$ 12,399	\$ 12,399																																						

* With Hood Fixed And tire light

Estimated Payments based on average APR. Final terms of your loan may differ depending on actual terms of financial institutions' acceptance of your credit and are negotiable. This is an offer to sell/purchase. See Dealership Buyer's Order for final figures, terms and conditions.

12/6/2017

www.jensenford.com/inventory/tools.cfm?fuseaction=autoCheck&inventoryID=4650045

close window

AutoCheck Vehicle History Reports

No Image
2014 Dodge Grand Caravan SE
Mileage: 39,726
Transmission: Automatic



This report is brought to you by:
JENSEN FORD LINCOLN MERCURY
2805 S CENTER ST
MARSHALLTOWN, IA 50158
641.753.5593

Your AutoCheck Vehicle History Report

Report Run Date: December 6, 2017 1:56:30 PM EST

2014 Dodge Grand Caravan SE

VIN: 2C4RDGBG1ER348921

Class: Van - Mini

Year: 2014

Engine: 3.6L V6 MPI

Make: Dodge

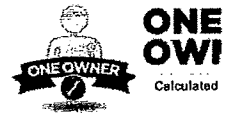
Country of Assembly: Canada

Model: Grand Caravan SE

Vehicle Age: 3 year(s)

Style/Body: Wagon 4D

Calculated Owners: 1



Accident Check
(<http://www.autocheck.com/80/#accident>)
Reported accidents: 0



State Title Brand and Other Problem Check
(<http://www.autocheck.com/80/#title-and-problem-check>)
Your vehicle checks out



Odometer Check
(<http://www.autocheck.com/80/#odometer-check>)
Your vehicle checks out
Last Reported Odometer Reading: 39,726



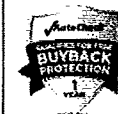
Vehicle Use and Event Check
(<http://www.autocheck.com/80/#vehicle-use-and-event-check>)
Specific vehicle use(s) or events reported

This vehicle's AutoCheck Score



The AutoCheck Score is a summary of your vehicle's history. It lets you compare your vehicle's score to other vehicles in the same class.

This vehicle is eligible for Buyback Protection



Due to the vehicle's history showing no reported major state title brand or other problems, this vehicle is eligible for Buyback Protection.

(<https://www.autocheck.com/members/guides>)

Accident Check

Not all accidents / issues are reported to AutoCheck.

Your Vehicle Checks Out: There have been no accidents reported to AutoCheck (<http://www.autocheck.com/terms>) for this 2014 Dodge Grand Caravan SE (2C4RDGBG1ER348921). AutoCheck receives its accident data from government sources and independent agencies, and based on the information available to us, we have found that no accidents have been reported on this vehicle.



State Title Brand and Other Problem Check

Your Vehicle Checks Out: AutoCheck's database for this 2014 Dodge Grand Caravan SE (2C4RDGBG1ER348921) shows no negative titles or other problems. When reported to AutoCheck (<http://www.autocheck.com/terms>), these events can indicate serious past damage or other significant problems. Check the Vehicle Use and Event Check (<http://www.autocheck.com:80/#vehicle-use-and-event-check>) for reported accidents that vehicle safety and value.

0 Problem(s) Reported: **15 State Title and Other Problem areas checked:**

-  No abandoned record
-  No damaged or major damage incident record
-  No fire damaged record
-  No grey market record
-  No hail damage record
-  No insurance loss or probable total loss record
-  No junk or scrapped record
-  No manufacturer buyback or lemon record
-  No odometer problem record
-  No rebuilt or rebuildable record
-  No salvage or salvage auction record
-  No water damaged record
-  No NHTSA crash test record
-  No frame or structural damage record
-  No recycling facility record

Odometer Check

Your Vehicle Checks Out: AutoCheck examined the reported odometer readings reported to AutoCheck (<http://www.autocheck.com/terms>) for this Dodge Grand Caravan SE (2C4RDGBG1ER348921) and no indication of an odometer rollback or tampering was found. AutoCheck uses built-in rules to determine if reported odometer readings are significantly less than previously reported values. Not all reported odometer readings are Title and auction events also report odometer tampering or breakage.

0 Problem(s) Reported:	Mileage	Date Reported
	10	03/31/2014
	38,587	12/28/2015
	38,647	01/18/2016
	38,647	01/19/2016
	39,726	11/29/2017

Vehicle Use and Event Check

Information Reported: AutoCheck shows additional vehicle uses or events reported to AutoCheck (<http://www.autocheck.com/terms>) for this 2014 Grand Caravan SE (2C4RDGBG1ER348921). This includes reported vehicle uses such as rental or lease, and events such as whether the vehicle has been reported to have had a loan/lien or a duplicate title issued. Other events show if the vehicle has a reported accident and how many calculated accidents or if it has been reported stolen or repossessed. It is recommended to have pre-owned vehicles inspected by a third party prior to purchase.

12/6/2017

www.jensenford.com/inventory/tools.cfm?fuseaction=autoCheck&inventoryID=4650045

1 Event(s)**Reported:**Fleet, rental and/or lease use record(s) (<http://www.autocheck.com:80/#section-vehicle-glossary>)

No taxi use record



No police use record



No government use record



No livery use record



No driver education record

6 Vehicle uses checked:**1 Event(s)****Reported:**

No accident record reported through accident data sources

Corrected title record(s) (<http://www.autocheck.com:80/#section-vehicle-glossary>)

No duplicate title record



No emission/safety inspection record



No loan/lien record



No fire damage incident record



No repossessed record



No theft record



No storm area registration/title record

9 Vehicle events checked:**Detailed Vehicle History**

Below are the historical events for this vehicle listed in chronological order. Any discrepancies will be in bold text.

Report Run Date December 6, 2017 1:56:30 PM EST



Vehicle: 2014 Dodge Grand Caravan SE (2C4RDGBG1ER348921)

Event date	Location	Odometer reading	Data Source	Details
03/28/2014	MI		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL (Leased Vehicle)
03/31/2014	MI	10	Motor Vehicle Dept.	TITLE (Title #:806C0870060) (Leased Vehicle)
03/30/2015	MI		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL (Leased Vehicle)
09/14/2015	MI		Motor Vehicle Dept.	TITLE (Title #:298D2540775) (Leased Vehicle) CORRECTED TITLE
12/28/2015	MIDWEST REGION	38,587	Auto Auction	REPORTED AT AUTO AUCTION AS MANUFACTURER VE
01/18/2016	MIDWEST REGION	38,647	Auto Auction	REPORTED AT AUTO AUCTION AS DEALER VEHICLE
01/19/2016	MIDWEST REGION	38,647	Auto Auction	REPORTED AT AUTO AUCTION
11/29/2017	MIDWEST REGION	39,726	Auto Auction	REPORTED AT AUTO AUCTION

This Vehicle's Glossary

Below are the specific definitions for events that appear in this vehicle's report.

More information is available in the full AutoCheck glossary, (https://www.autocheck.com/members/cutdesac/freelink_glossary.jsp)

12/6/2017

www.jensenford.com/inventory/tools.cfm?fuseaction=autoCheck&inventoryID=4650045

Term	Section Location	Definition
Corrected Title	Vehicle Use and Event Check	The State DMV has issued a corrected title for the vehicle.
Fleet, Rental and/or Lease Use	Vehicle Use and Event Check	The vehicle has been reported as used as a fleet, rental, and/or lease veh

AutoCheck Terms and Conditions

This report, and any reliance upon it, is subject to AutoCheck Terms and Conditions ([http://www.autocheck.com:80/javascript:newWindowNav\('http://www.autocheck.com/terms'\)](http://www.autocheck.com:80/javascript:newWindowNav('http://www.autocheck.com/terms'))). If you obtained the dealer, the dealer has been provided with these Terms & Conditions and can share them with you. These AutoCheck Terms and Conditions are also available at any time at www.autocheck.com/terms ([http://www.autocheck.com:80/javascript:newWindowNav\('http://www.autocheck.com/terms'\)](http://www.autocheck.com:80/javascript:newWindowNav('http://www.autocheck.com/terms'))) or by writing to Experian: Experian Automotive C/O AutoCheck Customer Service 955 American Lane IL 60173

Buyback Protection Terms and Conditions

This vehicle (2C4RDGBG1ER348921) qualifies for AutoCheck Buyback Protection ([http://www.autocheck.com:80/javascript:newWindowNav\('http://www.autocheck.com/bbptterms'\)](http://www.autocheck.com:80/javascript:newWindowNav('http://www.autocheck.com/bbptterms'))). If you obtained from a dealer, the dealer has been provided with the terms and can share them with you. These Buyback Protection Terms and Conditions are also available at any time at www.autocheck.com/bbptterms ([http://www.autocheck.com:80/javascript:newWindowNav\('http://www.autocheck.com/bbptterms'\)](http://www.autocheck.com:80/javascript:newWindowNav('http://www.autocheck.com/bbptterms'))) or by writing to Experian: Experian Automotive C/O AutoCheck Customer Service 955 American Lane IL 60173

About AutoCheck

AutoCheck vehicle history reports by Experian Automotive is the leading vehicle history reporting service. With expert data handling, the Experian Automotive database houses over 4 billion records billion vehicles. Every AutoCheck vehicle history report will give you confidence when buying or selling your next used vehicle, with superior customer service every step of the way.

Patent Notice

Certain aspects of this vehicle history report may be covered by U.S. Patent 8,005,759.



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

December 7, 2017

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

From: Justin Nickel
Director of Public Works

Re: Declaring Certain Property Surplus – Buses #971 and #992

Policy Issue: City policy requires Governing Body to declare property surplus prior to disposal

Recommendation: Staff recommends approving the resolution declaring buses surplus so that they may be disposed of.

Background: The buses will be offered to other Iowa transit systems for sale. If no buyers are willing, the buses will likely be sent Hogland for disposal.

Budget Impact: None

Attachment: None

cc: Jessica Kinser, City Administrator

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

Marshalltown



#2017-__

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, TRANSIT BUSES #971 AND #992**

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

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

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and.

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below is hereby declared as surplus property:

A. Bus #971 1997 Orion, VIN 1Y249X76V6005992, mileage 379,851.

B. Bus #992 1999 Gillig Low Floor, VIN 15GGD1816X1070338, mileage 553,208.

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

Passed this 11th day of December, 2017, and signed this ____ day of December, 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: December 7, 2017
RE: **Bolton & Menk Contract**

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: In October we issued a Request for Proposal for consultants to work on the urban renewal and transportation planning aspects of North 3rd Avenue/Highway 14 from the northern city limits to Anson Street. Five responses were received, with two firms being interviewed by a group consisting of Michelle Spohnheimer, Justin Nickel, Marty Wymore, Kiley Leger and Steve Valbracht. This group determined that Bolton & Menk was most qualified to complete the study due to their proposed public engagement plan and the unique qualifications of their team, which includes two Marshalltown natives whose families still reside here.

The original fee proposal was over budget by more than \$5,000. Staff met with Bolton & Menk to review the proposal and were able to get the fee proposal to a total cost of \$75,730.

Funding for this study is \$25,000 from the Martha Ellen Tye Foundation, \$25,000 from Region 6/transportation planning funds, and \$25,730 from the City of Marshalltown.

Budget Impact: None.

Attachment: Resolution and Agreement

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



**RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
BOLTON & MENK FOR THE HIGHWAY 14 CORRIDOR STUDY**

WHEREAS, the City of Marshalltown, Region 6 and the Martha Ellen Tye Foundation have provided funding to a study which will look into the redevelopment of Highway 14 or North 3rd Avenue for the northern city limits to Anson Street; and

WHEREAS, the City of Marshalltown issued a Request for Proposal, receiving five responses and ultimately interviewing two consultants; and

WHEREAS, Bolton & Menk was deemed to be the most qualified firm for this project by an evaluation team;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Agreement for Professional Services with Bolton & Menk in the amount of \$75,730 is hereby approved.

Passed this 11th day of December 2017 and signed this ___ day of December 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

HIGHWAY 14 CORRIDOR STUDY

MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _____, 2017, by and between City of Marshalltown, 24 North Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 309 E 5th Street, Ste 202, Des Moines, IA 50309, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with design and construction of the Highway 14 Corridor Study as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION I - CONSULTANT'S SERVICES

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the schedule of fees listed in Exhibit I.
- 2. Total cost for the services itemized under Section I.A (Basic Fee) shall not exceed **\$75,730.00**.

SECTION IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

C. LIMITATION OF LIABILITY

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

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

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

D. INSURANCE

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

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

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

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

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

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

G. USE OF ELECTRONIC/DIGITAL DATA

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

H. REUSE OF DOCUMENTS

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

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

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

L. TERMINATION

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

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

1. In connection with the execution of this agreement, the AGENCY shall not discriminate against any employee or applicant for employment because of race, age, disability, religion, color, sex, or national origin. The AGENCY shall take affirmative action to insure that applicants are employed without regard to their race, age, disability, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), procurements of materials, and leases of equipment.

The AGENCY shall not participate either directly or indirectly in prohibited discrimination.

2. The AGENCY agrees to comply with the provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable Federal regulations relating thereto, issued by the U.S. Department of Transportation (49 CFR 27 and 49 CFR 37), prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance covered by this AGREEMENT.

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

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

Q. SURVIVAL

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

R. SEVERABILITY

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

SECTION V - SIGNATURES

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

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

CLIENT: City of Marshalltown

CONSULTANT: Bolton & Menk, Inc.



James Harbaugh, P.E.
Principal



Casey Byers, PLA, ASLA
Project Manager

EXHIBIT I

CONSULTANT'S SERVICES

HIGHWAY 14 CORRIDOR STUDY

MARSHALLTOWN, IOWA

December 4, 2017

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide professional services required for the Highway 14 Corridor Study project as identified below.

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

TASK 1: CORRIDOR STUDY

Subtask 1.1: Existing Conditions Study

Description: Our team already has an established understanding of how the corridor operates, its character, and many of the issues present. This task situates itself to establish a defined baseline from which to dig deeper and comprehensively approach the work. The city, along with the DOT, has invested a tremendous amount of time into studying this corridor, visiting with those impacted by it, analyzing land use and traffic data. We will begin with this baseline review and critically comparative assessment. We will gain a full understanding of the DOT's plans for restriping 3rd Avenue and its impacts on local businesses, residents, circulation and connections. Components of our data analysis will include:

- Developing a useable base map of the overall corridor and for each focus area
- Analyzing issues and opportunities presented by re-striping 3rd Avenue from four lanes to three lanes
- Understanding of problematic intersections, circulation patterns, turning movements, and access points
- Identifying issues and opportunities pertaining to pedestrian and bicycle connections/routes
- Cross sectional analysis of existing setbacks, right-of-way, and roadway configuration
- Existing land use, zoning, vacancies, pending property turnovers, and nuisance properties

Deliverables:

- ROW analysis diagram of existing conditions
- Hwy 14 DOT plan analysis, diagram, and brief report
- Issues and opportunities diagram
- Three cross sections of existing ROW patterns

Subtask 1.2: Corridor Conceptual Improvements

Description: The 3rd Avenue/Hwy 14 corridor has the potential to be a community asset and example of how thoughtful design and future planning can reinvigorate the Marshalltown community. The corridor does not currently create a great first impression for the community. It does not represent the character of downtown, the presence of significant professional corporations and industries, or community pride. The following includes specific areas this plan will address.

Gateway Entrance

First impressions are important. The arrival experience into Marshalltown from the north or into downtown from Anson Park sets a level of expectation for what the community represents. The significance this corridor has on that experience is tremendous. Whether it's drawing people to the campground, prospective clients to corporations like Emerson or weekend visitors coming to shop downtown, people are paying attention when they come into town.

By enhancing the arrival experience at the north gateway into town, we will set the expectation that Marshalltown has unique character, the city invests wisely in its community, and its community members have pride in their community. Specific items we will explore include:

Gateway Signage/Monuments. These locations can serve as visual cues that you have arrived at your destination. We want this corridor to read as Marshalltown, specific to place and character of the community. Vertical architectural features and signage help transition the scale of the ROW down to the roadway and the driver. Marshalltown has an incredible asset in the Iowa River Bridge and river crossing as an entry experience to the community. Taking advantage of architectural and natural features of Marshalltown's landscapes present great value in gateway characteristics. Gateway elements can be used to set a tone for the corridor's character, may include wayfinding signage, and illuminate the ROW, among others.

Speed transitions. We will review DOT analysis of how the speed zone transitions upon entering city limits. Currently, high speeds are often carried well past the Woodland Street (Riverview Park entrance) intersection. This can lead to abrupt stops and unsafe driving conditions, as well as pedestrian conflicts at one of the key intersections along the corridor.

Landscape and Hardscape Treatments. The scale of the ROW creates an open space at the north gateway. Many properties include parking areas in front of their businesses with the buildings further from the road. The analysis of these urban typologies of building, parking, and open-space distributions will have significant impact on the legibility of the corridor as a whole.

Beautification and Streetscaping

The character of the streetscape will be developed for the length of the corridor. We will conceptualize what the typical streetscape character is through a series of typical plan, cross section, and perspective sketches. Components of the streetscape we will identify include:

- Landscape vs. hardscape treatments
- Conceptual locations for street lighting
- Opportunities for wayfinding signage, monumentation, and architectural features
- Site furnishings, locations, and character, including benches, litter receptacles, bus stop shelters (if applicable), and bike racks
- Art and culture

Two concept alternatives will be developed and presented for feedback during the second open house (findings, emerging themes, and corridor framework open house). A preferred concept will be refined and presented at the third and final open house (Corridor Plan Recommendations Open House).

Pedestrian and Bicycle Accommodations

The 3rd Avenue/Hwy 14 corridor is currently not favorable from a pedestrian or bicycling perspective. One of the primary goals of this project is to improve pedestrian and bicycle circulation and accommodations by identifying preferred routes, connections to existing or future trails, and improved access and safety. This corridor should promote pedestrian circulation and place greater emphasis on the opportunities for people to walk, run, bike, and navigate the community outside of a vehicle.

Deliverables:

- Two gateway concept plan alternatives including section and photo edit perspectives for each alternative
- Two corridor streetscape typical plan alternatives including plan, section, and photo edit perspectives for each alternate
- One preferred streetscape plan alternative including plan, section, and photo edit perspective
- Two vignette sketches of signage, monument, and gateway elements
- One pedestrian and bicycle circulation improvement plan

Subtask 1.3 Urban Renewal Concepts by Area

Description: Critical understanding of the site will be undertaken by dividing the corridor into the following focus areas as defined within the RFP:

Area 1 - The North Gateway

Area 2 - Northern Highway Corridor

Area 3 - Downtown Business District Entrance and Medical Campus (combined into one area)

Area 4 - Southern Highway Corridor

A baseline inventory diagram of land-use will be undertaken for each focus area. Key locations of potential urban revitalization will be identified with the advisory committee and studied in two distinct methods of overlay for the master plan document.

Overlay Method 1:

During the kickoff meeting and open house, the visual preference survey and results of early engagement will be leveraged to define typologies of “Bench Marking Precedent Corridors” applicable to the Marshalltown Hwy 14 project as a means of comparison to current urban development conditions. Up to two example corridors will be quantified into the following categories and compared in diagram form as a means of establishing a consistent comparison to each focus area throughout the master plan document, with the third corridor of comparison being the study area itself.

Key comparisons will include:

- Methods of parking vs screening arrangement and private/public interface of commercial zones
- Intersection frequency/building relationship to ROW
- Commercial and residential density along the corridor
- Anchor tenants (typology and frequency or concentration of primary developments along the corridor, such as commercial, residential, adjacent existing uses, etc.)
- Open space and visual character (access, visual connection, and total quantity of open space along the corridors)

Overlay Method 2:

The creation of scenarios or alternative plans will enable the stakeholders and planning team to evaluate different models for their ability to meet the vision and critical success factors. Our team will create multiple scenarios that can be evaluated prior to selecting a preferred plan. We believe that more alternatives can lead to better decision making, bringing the creation of scenarios into the public engagement process whereby stakeholders or the community will inform the plan preferences. These stakeholder generated scenarios often enhance communications with the community since they have had to wrestle with the same opportunities and constraints we have. At the second open house meeting (findings, emerging themes and corridor framework open house), two comparative scenarios sketches will be presented for comment and feedback from the community and advisory committee.

The scenarios will consider:

- Land use and circulation patterns (major streets, land uses, and open space patterns)
- Recommended densities or development use for various development parcels
- Areas for open space or stormwater management
- Major infrastructure service patterns
- Opportunities for gateways
- Opportunities for placemaking
- Opportunities for transit, bikeways, and other multi-modal circulation elements

At the third and final open house meeting (corridor plan recommendations open house), our team will present a combined preferred alternative plan, which will be presented through the development of distinct sketch plans for each focus area to represent the potential infill, redevelopment, and renewal concepts for the corridor. Each focus area will be represented and annotated for ease of understanding. Each plan will clearly focus on recommended improvements and elements recommended to remain, with elements of proposed change or recommendation being categorized into high, medium, and lowest levels of priority for redevelopment.

Key items highlighted within the preferred plan include:

- Anticipating future land uses based on trends, which may need to be accommodated along the corridor to promote a more robust economy and development pattern
- Allowing a variety of land uses and creating guidelines that fit these uses into the corridors in a harmonious and supportive way
- Understanding how buildings interact with fronting and side streets
- How properties work together to help access management issues
- The scale, massing, and form of various building typologies based on land use, density, urban form, and position along the corridor
- How to promote landscape design to create a higher level of place, character, and environmental sustainability
- Environmental considerations such as stormwater management and urban heat island mitigation
- Providing for more walkable and mixed use patterns where appropriate
- Accommodating opportunities for gateway properties

Deliverables:

- Visual preferencing — background information for comparable corridors to be selected
- Benchmarking comparison (up to three plan diagram comparisons with existing conditions)
- Up to two comparative scenarios/sketch plans

- One preferred alternative plan for each focus area formatted for inclusion in final master plan document.
- Focus on the four priority sites identified in the zoning and land-use target priorities

Subtask 1.4: Identifying Needed Public Improvements

Description: As conceptual ideas are developed, there will undoubtedly be public improvements that also need to be considered to allow the successful implementation of specific recommendations. Items such as storm sewer and other utility infrastructure, intersection improvements, parking, street lighting, and similar public infrastructure will be assessed. At a conceptual level, it will be impossible to forecast every item that will be affected but using the information available to our design team, we will get a good idea of what other systems might be affected. These items will be considered as we investigate the implementation and cost implications of our plan recommendations.

Deliverables:

- Summary report for inclusion in the master plan document
- One diagram plan of “Additional Improvements” or integration into other improvement plans

Subtask 1.5: Zoning and Land Use Recommendations

Description: The team will evaluate the existing regulatory framework that encourages and/or inhibits business relocation and growth. This includes an analysis of general plan policies, a review of the zoning ordinance, and current economic development incentives available for businesses to locate and grow in Marshalltown.

Our team proposes a high level review and analysis of zoning as it relates to the proposed scenarios plans. Using the urban renewal options and corridor studies as guides, we will provide land-use and zoning recommendations for those areas identified as key zones for urban improvement in the scenarios plans focusing on opportunities for up to four priority and highlighted sites rather than the overall corridor at large. This focused effort of the current project approach will help provide a guide and order of magnitude of preservation, change, and implementation for other sites along the corridor. These zones will be approach in a land-use/massing strategy focused on critical nodes, networks, and active and public spaces for aesthetic catalysts of the overall corridor plan.

Deliverables:

- Options map of up to 15 potential priority sites for zoning/land use recommendation
- Identification map and legends of up to four selected sites for zoning/land use recommendation
- Review existing zoning and land-use code as one page matrix for each of the four sites
- One proposed plan diagram and recommendations page formatted for inclusion in the final master plan document for each of the zoning/land-use sites

Subtask 1.6: Implementation Planning

Description: The planning team will work with the advisory committee to identify critical actions as an appendix to the overall master plan report, which can be leveraged for implementation of the master plan. This may include a potential phasing plan based on market absorption assumptions, infrastructure extension capabilities, specific zoning/land-use adoption recommendations, property acquisition recommendations, identification of developer or future design/planning RFPs, or specific beautification project identification. The goal of these scenarios and implementation plan is to provide a guideline for economic vitality and development, which will follow a logical pattern that creates complete places rather than a hodge-podge of disjointed developments.

Deliverables:

- One implementation diagram plan formatted for inclusion in the final master plan document
- One recommended phasing plan/diagram legend identifying projects at a level of high, medium, and lowest priority, or other similar categories identified with the city
- Written recommendations formatted for inclusion within the final master plan document. (Up to 1,200 words in length of bulleted format, tied to legends and diagram plan)

Subtask 1.7: Preliminary Cost Opinions

Description: The design team shall develop preliminary planning cost opinions for each major area of the corridor design. This exercise is meant to help the city in developing a phasing plan for implementation and to help them understand the magnitude of each phase. It will also help to understand the level of grant funding that may be necessary to implement some of the ideas generated as part of the design process. These cost opinions are not intended to be a detailed construction level cost opinion but rather serve as a guideline for implementation.

Deliverables:

- Preliminary cost opinion spreadsheet

Subtask 1.8: Hwy 14 Corridor Study Report

Description: The final deliverable will provide the City of Marshalltown a useable, easy to follow and most importantly, effective implementation tool for executing improvements along the 3rd Avenue/Hwy 14 corridor. This document will provide the framework to promote redevelopment, guide public improvements, and evaluate what immediate action items may coincide with the DOT restriping plans for Hwy 14. The contents of the document will include the deliverables outlined in the tasks above and serve as a graphic rich report with supporting text, assumed not-to-exceed 65 pages.

Deliverables:

- One draft Hwy 14 corridor study report in pdf format, to be complete by the third open house
- Three hard copies of final Hwy 14 corridor study report and one pdf version

TASK 2: PUBLIC ENGAGEMENT PLAN**Subtask 2.1: Kickoff Meeting and Open House**

Description: We will kickoff the Hwy 14 corridor study with city staff and project advisory committee to confirm the scope of work, begin a dialogue surrounding the overall vision for the project, and determine critical success factors. What are the key elements of this process that will determine a successful outcome? What community groups, organizations, citizens and business owners must we engage during the outreach process? These are some of the questions we will be asking during the kickoff meeting. In addition, we will discuss the project schedule, outreach process, and proposed meetings and input opportunities.

We will engage the project team and dive into the existing corridor conditions. We will start by exposing the potential that exists and discussing the value this area could have on future development, aesthetics, and the neighborhoods that surround it. We will then discuss what items may prove the most difficult to realize the potential of the corridor.

- What areas need the most help?
- What portions of the corridor have the greatest number of limitations?
- Are there specific properties that are less likely turn over in the near future?
- What utility, infrastructure, or other ROW constraints exist?

The goal of this process is to not dwell on the limitations and pieces that are hardest to overcome, but first expose what could revitalize the Hwy 14 corridor, then determine the items to overcome in order to make that a reality.

Following an in depth discussion with the project team, we will engage the community in a similar process, an open house format. We will facilitate a time in which community members will participate in different opportunities to provide input, which will positively impact the next steps of the project.

- **Identifying Needs:** Participants will be asked to identify their, the community's, and visitors needs are and how the corridor may be able to facilitate those needs.
- **Priorities:** We will identify the community's priorities. These will be diverse, some will be practical and some may not, but this exercise will explore and broaden the discussion of future study area potential.
- **Issues and Opportunities:** How do community members perceive the issues and opportunities of the Hwy 14 corridor? We want to know what community members, business owners, neighbors, and others think are the biggest issues and opportunities existing within and surrounding the study area.

Subtask 2.2: Focus Area Meetings (4)

Description: The 3rd Avenue/Hwy 14 corridor is made up of multiple focus areas. Each area is unique, either from a land use stand point, existing site features, specific issues present, or because of the unique potential each area has over another. We want to learn from stakeholders, business owners, and residents in each area what needs to be fixed. Without engaging the people directly impacted by the corridor, we won't fully understand what makes each area unique.

Our team will engage corridor stakeholders in a series of four focus area meetings. We will include bilingual staff and community organizations to engage Spanish speaking individuals. We will hold these meetings in locations along the corridor within each focus area to promote better attendance and reduce the amount of effort needed to participate in each meeting. These are intended to be small intimate meetings that allow stakeholders from each area to have their voice heard, identifying real world issues and opportunities affecting the corridor that we may not otherwise identify.

Subtask 2.3: Kitchen Table Meetings (up to 5)

Description: As ideas develop and opinions are shared, it is important to recognize individuals who may prefer a more personal encounter, outside of a group setting or online experience. Bolton & Menk will identify these individuals during our public engagement process and arrange one-on-one meetings to make sure their concerns and ideas are heard. This will give those individuals a chance to voice their opinions about the project in a setting that is comfortable.

Subtask 2.4: Findings, Emerging Themes, and Corridor Framework Open House

Description: At each step in the public engagement plan, we will be building upon the information collected at the previous meeting. This is a progressive approach and our team will maintain transparency with the community regarding why we have made specific recommendations, why certain issues are more pressing than others, and most importantly, what the community perceptions are during the process.

During the open house, we will present the summary of our findings for the corridor, what themes are emerging, and how this information could shape the corridor framework. We will have engaged stakeholders from each focus area and will present the critical components of each area that makes them

unique. We will then explore the strategies for creating a cohesive corridor improvement plan that respects the diversity of land use, ROW constraints, and connections to the surrounding community.

Subtask 2.5: Corridor Plan Recommendations Open House

Description: This will be the third and final public open house presentation. The design team will summarize the work completed throughout the planning process and the conceptual recommendations included in the Hwy 14 Corridor study. We will outline the results of this study mean for the city and detail the next steps toward realizing the vision behind the planning process.

Subtask 2.6: Comment Cards and Website Info

Description: We will provide to the city project information and presentation materials for posting to the city's website to serve as an outlet for posting project related updates and post progress documents. As needed, we will coordinate with the city to produce items in both English and Spanish and make these materials available via the city's website.

We will have comment cards available for community members to share their thoughts with our team. We will make these available at each public meeting and select locations in each focus area. Comment cards will be coordinated with the city to be produced in both English and Spanish.

Subtask 2.7: Community Input Survey

Description: Bolton & Menk will provide an online survey which will be made available during the information gathering stages of the project. It is recommended that the survey also be mailed to residents and stakeholders within the study area. It is our understanding that if a mail-in survey is deemed appropriate, costs and materials necessary for distribution of the mail-in survey would be provided by the city.

Public Outreach Deliverables:

- PowerPoint presentations for each open house meeting
- Presentation boards as deemed necessary for use in public meetings
- Draft versions of presentation materials for City staff review prior to meetings/open houses
- Spanish translation of presentation materials as deemed necessary (with City staff assistance)
- Online/mail-in survey content. (If mail-in survey is requested by city, materials and postage costs will be provided by the City)
- Meeting minutes and follow-up materials distributed to city staff

BASIS OF FEE ASSUMPTIONS

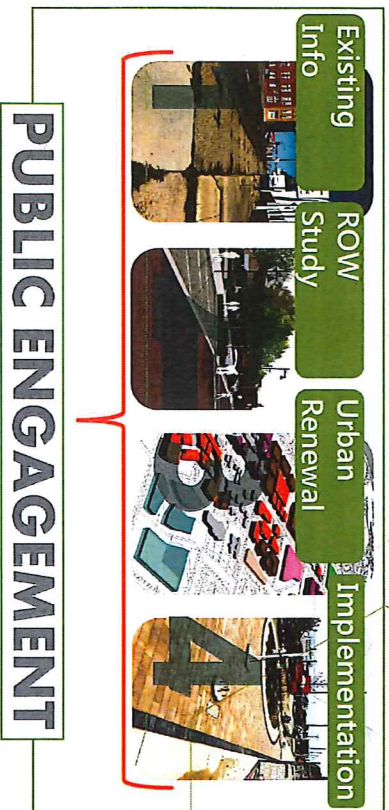
For this proposal the following assumptions were made as to the nature of how or why certain situations would be handled:

- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed

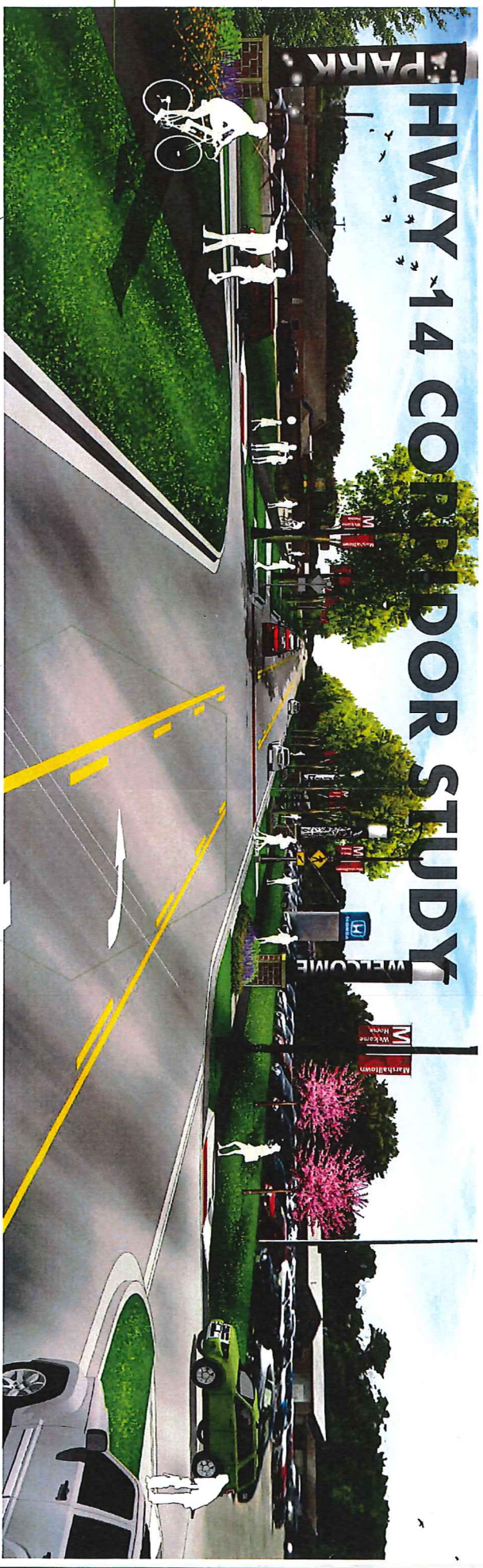
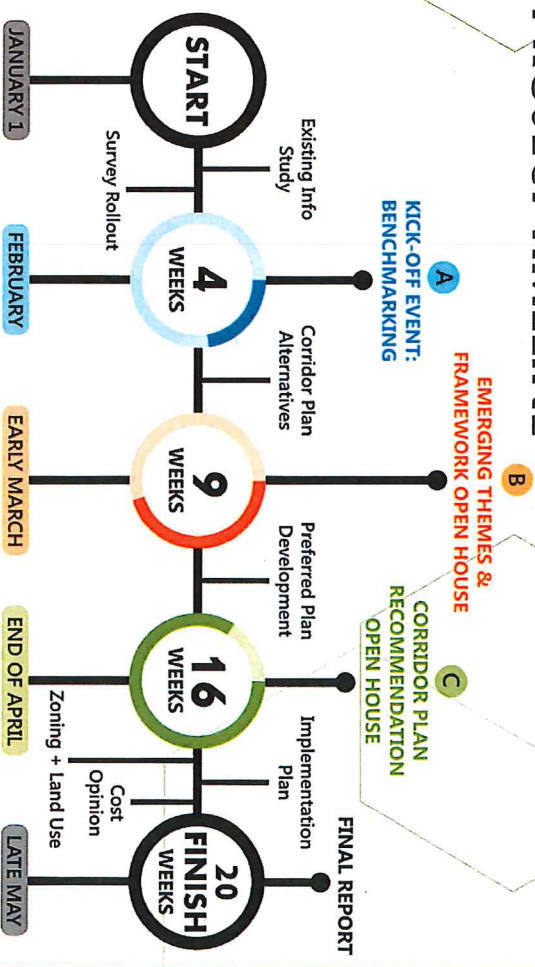
The services described above in Section I.A. BASIC SERVICES shall be provided on an Invoiced Monthly Lump Sum rate basis as follows:

Project Management	\$4,500
Existing Conditions Study	\$2,760
Corridor Conceptual Improvements	\$8,500
Urban Renewal Concepts By Area	\$13,375
Identifying Public Needs	\$2,025
Zoning and Land Use Recommendations	\$7,300
Implementation Planning	\$7,200
Preliminary Cost Opinion	\$2,620
Hwy 14 Corridor Study Report	\$5,900
<u>Public Engagement Plan</u>	<u>\$21,550</u>
Total Cost	\$75,730

PROJECT COMPONENTS



PROJECT TIMELINE



- RENEW MARSHALLTOWN'S IDENTITY · COORDINATE TRANSPORTATION WITH LAND USE PLANNING · REVITALIZE & STRENGTHEN DOWNTOWN · ATTRACT NEW BUSINESS · BOOST COMMUNITY PRIDE -



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: December 7, 2017
RE: Tax Certificate Request

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: After the tax sale in June, the County Treasurer supplied a new list of tax certificates available through the County. This include 3 which we deemed public nuisances, which we have already requested. This list also contained two others which are of interest.

708 Lee Street was demolished in 2015. I had a few grass related nuisance abatements here during the summer, but found that it appeared neighbors to the property were mowing it after a certain point. I believe this is one that we can return to the tax rolls by working to get the property to either or both of the neighbors.

702 Swayze Street popped up multiple times for grass and weed issues this summer, which had to be abated. There is still a structure on this property, which is currently assessed at \$2,230. There have not been utilities connected for quite some time either. There are also a number of property maintenance issues which have not been pursued. If obtained this would become part of the D&D program for 2018.

Budget Impact: Property maintenance costs after acquisition are possible depending on how long the City holds the deed.

Attachment: None.

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



**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST
ASSIGNMENT OF CERTAIN TAX CERTIFICATES HELD BY MARSHALL COUNTY**

WHEREAS, there are numerous parcels of real property within the City of Marshalltown (the "City") with respect to which Marshall County holds tax certificates, and

WHEREAS, many of these parcels consist of raw land, have been abandoned, constitute nuisances, and/or are presently being maintained at a significant cost by the City; and

WHEREAS, the City has an interest in acquiring said parcels in order to facilitate the return of parcels back to the tax rolls and for the purposes of neighborhood stabilization and beautification;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, City staff is hereby authorized to work with the County Treasurer of Marshall County to request assignment of tax certificates held by Marshall County for the following parcels:

Parcel Number	Address
8418-25-302-005	702 SWAYZE ST
8418-25-308-012	708 LEE ST

BE IT FURTHER RESOLVED, the City acknowledges that if assignment of a tax certificate is requested any and all special assessments placed on the property by the City will be abated and not collectible by the City.

Passed this 11TH day of December, 2017, and signed this _____ day of December, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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 Two Million dollars per occurrence, Six Million 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 \$75.00. 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



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 City Council
From: Jessica Kinser, City Administrator
Date: December 7, 2017
RE: Future 2nd Ward Vacancy

As a follow-up to the discussion of how to fill the vacancy to created by Mayor-elect Greer in the 2nd ward, we have come up with a schedule based on past appointments, with the key date of the regular meeting on January 8, 2018, to have a resolution to appoint.

- December 13th: Begin accepting applications (see note below and attached)
- Dec. 28th @ 5pm: Applications due to the City Administrator (City Clerk out)
- January 3, 4, or 5: Interviews of candidates with City Council
- January 8th: Consider resolution to appoint

If this schedule is something the Council would like to proceed with, the City Clerk would publish a notice between December 19th and January 3rd (4-20 days before the Council would appoint) stating the Council's intention to fill the vacancy by appointment, the date and time the appointment would take place, and provide notice of the public to petition for a special election.

One more item to consider is how people submit their interest in the position. Earlier this year, we required only a letter of interest. A previous process required an application and the collection of 25 signatures. Those forms are attached.

At this point, we are again looking for direction to begin the process.

City Council

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



PUBLIC NOTICE

All members of the electorate of the City of Marshalltown are hereby notified of the vacancy on the City Council due to the election of Joel T.S. Greer as Mayor. Joel T.S. Greer was elected to the Marshalltown City Council as Ward 2 representative.

Notice is further given that the Marshalltown City Council intends to fill the vacancy by appointment. The appointment will be made at a special meeting of the City Council on January 8, 2018, at 5:30 PM and the appointee will serve until the next municipal election. However, the electors of the City of Marshalltown have the right to file a petition requiring that the vacancy be filled by a special election. This petition must be filed in the office of the Marshalltown City Clerk, Municipal Building, 24 North Center Street, Marshalltown, Iowa, 50158. The petition must be signed by at least 1,000 members of the electorate or at least the number of signatures equal to 15% of the voters who voted for candidates for the vacant office at the preceding regular election at which the office was on the ballot, whichever is fewer. This petition must be filed no later than 14 days after publication of this notice or 14 days after the appointment is made, whichever is later.

Joel T.S. Greer was elected to represent individuals residing in Ward 2. Therefore, any member residing in Ward 2 of the Marshalltown electorate may complete an application to fill this unexpired term through the Office of the Marshalltown City Clerk. Applications and nomination papers are due no later than 5 PM, Thursday, December 28, 2017, at the City Clerk's Office, 24 N Center Street.

Administrator's

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

CITY OF MARSHALLTOWN

APPLICATION FOR APPOINTMENT TO CITY COUNCIL

DATE: _____

NAME: Last First Middle

STREET ADDRESS CITY STATE ZIP

TELEPHONE: BUSINESS HOME CELL

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

E-mail address:

VOLUNTEER CIVIC/COMMUNITY ACTIVITY

List the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovation programs you have developed or helped to achieve at work or in other volunteer services.

Please indicate why you would like to serve on the City Council. For instance, previous experience, expertise of or interest, improvements, etc., you believe you would bring to the City Council.

Please explain your availability and any limitations in terms of meeting attendance.

Have you ever been convicted of a crime or felony? If yes, explain:

Please list three references.

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests.

The City appreciates your time and volunteer spirit. This interest form will be retained for one year.

Return to: City Administrator's Office
City Hall, 24 North Center Street
Marshalltown, Iowa 50158
(641) 754-5701

Signature

Please return to the Clerk's Office no later than **5 PM, December 28, 2017.**

I, the undersigned, an eligible elector of the City of Marshalltown and State of Iowa, hereby nominate _____ who is a resident of the city and a candidate for the office of Council Member 2nd Ward.

	Name	Street Address
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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

December 7, 2017

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

From: Diana Steiner, Finance Director 

Re: Update on costs for Police and Fire Building

Policy Issue: N/A

Recommendation: This report is provided for information only.

Background: The first column of numbers on the report reflects the cumulative expenditures we have paid to date through November 30, 2017 since the inception of the project. The middle column of numbers reflects the amount still owed for contracts that have been signed or estimates of costs. The far right column shows the revenue section. This includes the debt issuance of the \$17.5 million bonds plus the premiums, as well as the proceeds allocated from the 2014A bond. There is \$1.8 million that is not yet spent or committed.

Budget Impact: This project is still within budget.

Attachment: Police & Fire Building Cumulative through Nov. 30, 2017

cc: Jessica Kinser, City Administrator

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



POLICE & FIRE BUILDING

CUMULATIVE THROUGH NOVEMBER 30, 2017

REVENUES

DEBT ISSUANCE (2014A, 2016B, 2017A)	17,902,828.35
INTEREST ON INVESTMENTS	9,519.46
CONTRIBUTIONS	100.00
REIMBURSEMENTS	687.89
TOTAL REVENUES	17,913,135.70

EXPENDITURES

	Payments	Encumbered or Estimates	
ADVERTISING & LEGAL PUB	105.57	-	
BANK CHARGES	15.00	-	
CONSULTING & PROF FEES	1,475,401.21	978,663.34	
CONTRACT LAWN CARE	175.00	-	
CONTRACT-AUTO SPRINKLER		106,050.00	
CONTRACT-COMMUNICATIONS TOWER		130,144.10	
CONTRACT-CONCRETE FOUNDATIONS & FLATWORK		667,000.00	
CONTRACT-CONCRETE SIDEWALKS & PAVING		520,000.00	
CONTRACT-ELECTRIC		1,013,000.00	
CONTRACT-ELEVATORS		71,255.00	
CONTRACT-FLOOR COVERINGS		227,500.00	
CONTRACT-GENERAL		1,197,000.00	
CONTRACT-GYPSUM WALLS		1,092,350.00	
CONTRACT-MASONRY		1,251,000.00	
CONTRACT-OUTSIDE HELP	415,643.50	203,596.50	
CONTRACT-PAINTING		175,315.00	
CONTRACT-PLUMBING	17,681.40	1,794,079.60	
CONTRACT-ROOFING & WALL PANELS		568,589.00	
CONTRACT-ALUMINUM STORE FRONTS		636,900.00	
CONTRACT-STEEL		795,500.00	
ELECTION EXPENSE	15,276.41	-	
ELECTRICITY	321.92	-	
GENERAL LIABILITY INSURANCE	204.00	-	
LAND ACQUISITION	676,000.00	-	
LEGAL EXPENSES	54,748.87	5,878.64	
LICENSE & PERMITS	350.00	-	
OPERATING SUPPLIES	16.95	-	
OTHER DEBT SERV EXP	515.00	-	
STORM WATER FEES	85.92	-	
TAXES PAID (KC HALL PROP)	771.00	-	
WATER UTILITY	111.35	-	
STORMWATER IMPROVEMENTS		225,000.00	
TRAFFIC SIGNAL IMPROVEMENTS		247,000.00	
MEDIAN - ANSON & CENTER		371,000.00	
DISPATCH EQUIPMENT		684,950.00	
FURNITURE/FIXTURES/EQUIPMENT		488,744.00	TOTAL
TOTAL EXPENDITURES	2,657,423.10	13,450,515.18	16,107,938.28

TOTAL NOT YET SPENT OR COMMITTED

1,805,197.42



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

December 11, 2017

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: New Residential Rental Application and Penalty Fee

Policy Issue: The Housing & Community Development Department Rental Inspection Division conducts housing inspections, manages annual registrations and investigates unregistered rental units and complaints. As part of an ongoing review of services staff is proposing the adoption of a new application fee for new residential rental properties of \$50 per parcel and a penalty fee for occupied unregistered rentals identified by the department of \$500.

The new application \$50 fee would help cover the expenses associated with setting up properties in our system and inspecting for initial compliance.

Staff spends a large amount of time investigating properties and working towards compliance of unregistered occupied units. These situations are brought to our attention through tenant complaints, neighbor complaints, from other landlords that are in compliance, code enforcement action and through staff investigation. These investigations take more staff time and achieving compliance can be more difficult since the unit is already occupied. The penalty fee of \$500 should be a deterrent from allowing occupancy without approval.

These are both new fees.

Recommendation: Staff is recommending the fees go into effect May 1, 2018 which allows for notification to owners in the annual rental registration billing that goes out in March.

Background: The City reduced annual rental registration fees in 2017 and is not proposing a 2018 increase. Establishing these fees would better align time spent and cost of service for new and non-compliant properties.

Budget Impact: Anticipate some increased revenue but unknown at this time.

Attachment: Draft Resolution

RESOLUTION APPROVING APPLICATION FEE FOR NEW RESIDENTIAL RENTAL PROPERTIES AND
PENALTY FOR UNREGISTERED RESIDENTIAL RENTAL PROPERTIES WITHIN THE CITY OF
MARSHALLTOWN, IOWA

WHEREAS the Housing and Community Development Department of the City of Marshalltown, Iowa, is authorized to charge fees for various applications, permits and performance of services; and

WHEREAS the department has submitted a new application fee in the amount of \$50.00 per parcel for a new residential rental property application submitted prior to occupancy; and

WHEREAS the department has submitted a new penalty fee in the amount of \$500.00 per parcel for unregistered residential rental properties identified by the City of Marshalltown which are occupied; and

WHEREAS the recovery of these fees and service charges will reimburse the General Fund Rental Inspections Program; and

WHEREAS the City Council has fully examined this proposed application fee and penalty fee and has found it to be in the best interest of the City of Marshalltown, Iowa, and that the same should now be approved and accepted.

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

Section 1. That the proposed application fee of \$50.00 per parcel or a new residential rental property application submitted prior to occupancy, is adopted by the Council of the City of Marshalltown.

Section 2. That the proposed application fee of \$500.00 per parcel for unregistered residential rental properties identified by the City of Marshalltown which are occupied, is adopted by the Council of the City of Marshalltown.

Section 3. This resolution shall be in full force and effect May 1, 2018.

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

City Clerk's Office

To: Mayor Lowrance and the City Council
From: Shari L. Coughenour, CMC, City Clerk
Date: December 7, 2017

RE: Unpaid Bills - Property Tax Assessment Schedule

Policy Issue: Council must approve assessment schedule

Recommendation: To direct staff to proceed with assessment process for unpaid bills.

Background: The City has incurred costs relating to nuisance abatement, illegal burn, unpaid rental registration fees and has billed several property owners without receiving payment. The city can assess these expenses to the properties to be paid as a property tax.

Budget Impact: Revenues are required to reimburse expenditures for continued operation.

Attachment: List of unpaid accounts eligible for assessments and proposed resolution.

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



#2018-____

RESOLUTION TO CERTIFY UNPAID BILLS
FOR COLLECTION WITH TAXES

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

Section 1. That the costs and expenses incurred by the City of Marshalltown, Iowa as set forth in the attached schedule are hereby approved for certification to the County Treasurer for collection with taxes and the City Clerk is hereby directed to transmit same.

Passed this 12th day of February, 2018, and signed this ____ day of February, 2018.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

List Distributed Separately

Account #	Contact Name	Balance		Account #	Contact Name	Balance
122546	831801129012 1207 1/2 S 12TH AVE	\$ 702.46		122039	CARRINGTON MORTGAGE SERVICES LLC	\$ 246.46
122747	831802205016 101 E FERNER ST	\$ 196.00		104523	CHERYL & DON W ALLNUTT	\$ 2,381.69
122491	831810202016 817 ROBERTS TER	\$ 229.39		121946	CHRISTOPHER SMITH	\$ 170.81
122570	841825310014 618 WOODBURY ST	\$ 155.54		103481	CHURCH OF GOD	\$ 293.61
122554	841825329005 409 N 11TH AVE	\$ 378.02		113485	CONNIE WARREN	\$ 58.00
122553	841825402011 407 N 13TH AVE	\$ 179.22		120215	CURTIS SEWELL	\$ 58.00
122746	841825404008 413 SHARON AVE	\$ 239.54		100458	D & B INC	\$ 249.65
122548	841825405021 1502 WOODBURY ST	\$ 486.18		100255	DALEEN J MICHEL	\$ 65.11
122463	841826228019 920 N 5TH AVE	\$ 421.88		109456	DEAN & MOLLY FERRIN	\$ 246.46
122464	841826228020 918 N 5TH AVE	\$ 601.10		122251	DELLA KLAR	\$ 57.65
122556	841826230006 803 N 3RD AVE	\$ 155.54		115320	DO ME SE TRUST	\$ 180.05
122569	841826276007 701 N 3RD AVE	\$ 201.88		106648	DOUGLAS HAGELE	\$ 270.00
122567	841826306018 305 JEROME ST	\$ 103.00		116601	FRESE PROPERTIES LLC	\$ 1,098.25
122450	841826334022 105 W GRANT ST	\$ 103.98		115525	HF, 22, 11, 25	\$ 246.46
122471	841826402015 501 N 1ST AVE	\$ 201.88		122077	HF11	\$ 166.46
122473	841826403030 402 N 3RD AVE	\$ 204.02		103756	HOWGAN REAL ESTATE LLC	\$ 138.00
122444	841826478002 503 WOODBURY ST	\$ 629.34		121883	INDIRA VERDINEZ-GARCIA	\$ 398.96
122482	841826478010 502 BROMLEY ST	\$ 744.67		107642	JAMES MORFORD	\$ 109.00
119935	841826481004 503 BROMLEY ST	\$ 236.50		115157	JERRI ANN LAVENDER	\$ 366.00
122483	841826481004 503 BROMLEY ST	\$ 442.78		122183	JOHN & NANCY BUSH	\$ 306.46
122505	841834130003 1206 W CHURCH ST	\$ 170.98		113543	JOSE GARCIA	\$ 109.00
122326	841834130012 107 S 12TH ST	\$ 192.85		122038	LINDSEY GOODING	\$ 181.46
122547	841834176002 1406 W BOONE ST	\$ 201.88		122182	MARGOT HILL	\$ 207.46
122448	841834252003 1008 W BOONE ST	\$ 1,052.26		116020	MARIO & CONCEPCION RUIZ	\$ 58.00
122549	841835152014 301 S 4TH ST	\$ 349.18		122266	MATTHEW JOHN KIPPE	\$ 90.03
122558	841835156012 401 S 3RD ST	\$ 91.39		121610	MEGAN R HUGHES	\$ 62.90
122550	841835176012 310 S 3RD ST	\$ 169.96		109545	MELANIE KAYE MORLEY	\$ 216.46
122447	841835480008 1016 S 5TH AVE	\$ 527.38		122199	MICHAEL MCDOWELL	\$ 121.26
122542	841836107017 712 E BOONE ST	\$ 355.36		120020	NEIL, MARILYN OR STEVEN HAMILTON	\$ 236.46
122507	841836331018 902 E ANSON ST	\$ 326.52		122242	RAPHAEL RAMIREZ CARDENAS	\$ 110.50
122446	841836331023 1002 E ANSON ST	\$ 381.10		121496	RL2 PROPERTIES LLC	\$ 62.90
122506	841836378005 906 S 11TH AVE	\$ 561.36		119403	SHERRY L KARNS	\$ 190.00
122543	841836380012 1001 S 10TH AVE	\$ 179.22		113099	SWAN ESTATES LLC	\$ 230.25
122079	ARTHA 3 LLC	\$ 145.00		122327	TEDDY LARSON	\$ 180.05
122323	BAYVIEW LOAN SERVICING LLC	\$ 236.50		117776	TF 29	\$ 246.46
106644	BONNIE BAGNALL	\$ 465.55		122325	VICTOR GONZALEZ	\$ 326.83
106914	CARMEN SANCHEZ	\$ 45.00		118831	YURI AND CARMEN SANCHEZ	\$ 100.00
					*Total	\$ 21,901.51
					*These amounts do not include certify costs.	