

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
May 14, 2018 AT 5:30 PM

A. NOTICE TO PUBLIC

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

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. MPD Employee Of The Year Recognition - Cortney Watson

F. CONSENT AGENDA

1. Approve Council Minutes, April 23, 2018.

Documents:

[04-23-2018_council-minutes.pdf](#)

2. Approve Bill List In The Amount Of \$2,098,675.27

Documents:

[2018-05-14_BillList.pdf](#)

3. Receipt Of Building Permit Report, March 2018 & April 2018

Documents:

[Building_Report_0318.pdf](#)
[Building_Report_0418.pdf](#)

4. RESOLUTION 2018-078 APPROVING SETTLEMENT

AGREEMENT

Documents:

[05-14-2018_2018-078_Res Approving Settlement Agreement Iole.pdf](#)
[05-14-2018_2018-078_Settlement and Release Agreement - April 25 2018.pdf](#)
[05-14-2018_2018-078_JOINT STIPULATION OF DISMISSAL.pdf](#)

G. MOTIONS

1. Approve New Liquor License, Rumours Sports Bar, 309 S 12th Ave Place

Documents:

[05-14-2018_2018-rumours_.pdf](#)

H. RESOLUTIONS

1. RESOLUTION 2018-070 SETTING DATE (JUNE 11) FOR PUBLIC HEARING ON AMENDMENT NO 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO 3

Documents:

[06-11-2018_2018-_TIF3 Map REVITLIZ_RENEWLARGE_PROPOSED_04022018.pdf](#)
[05-14-2018_2018-071_UR3 Plan Marshalltown Urban Renewal Area No 3 Amendment No 3 April 2018.pdf](#)
[05-14-2018_2018-070_TIF 3 Josten SetHrng2018AmdURN0.3Marshalltown422742-33-v1.pdf](#)

2. RESOLUTION 2018-072 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 2018 MICROSURFACING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. STR 18001 IN THE AMOUNT OF \$356,332.12

Documents:

[Res Accept Bid 2018 Microsurfacing STR 18001.pdf](#)
[05-14-2018_2018-072_Memo Accept Bid Award Contract_STR18001.pdf](#)

3. RESOLUTION 2018-071 AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST ASSIGNMENT OF TAX CERTIFICATES HELD BY MARSHALL COUNTY

Documents:

[05-14-2018_2018-071_Memo_AuthTaxSaleCertificate.pdf](#)
[05-14-2018_2018-071_Res AuthTaxSaleCertificate.pdf](#)

4. RESOLUTION 2018-073 APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2018 MICROSURFACING REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR 18001 IN THE AMOUNT OF \$356,332.12

Documents:

[Res Approve Contract and Bond 2018 Microsurfacing STR 18001.pdf](#)

5. RESOLUTION 2018-074 APPROVING CONTRACT FOR EQUIPMENT PURCHASE FOR THE POLICE AND FIRE HEADQUARTERS PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. BLD 17001

Documents:

[Res Approve Contract Spacesaver storage.pdf](#)
[05-14-2018_2018-074_Mobile Shelving Proposal.pdf](#)
[05-14-2018_2018-074_Mobile Storage Acceptance Letter.pdf](#)
[05-14-2018_2018-074_Mobile Storage Marshalltown COI.pdf](#)

6. RESOLUTION 2018-075 CREATING A PARTIAL REIMBURSEMENT PROGRAM FOR CITY-ORDERED SIDEWALK IMPROVEMENTS

Documents:

[Res to Create Sidewalk Improvement Reimbursement Program.pdf](#)
[Sidewalk Reimbursement Program Memo.pdf](#)

7. RESOLUTION 2018-076 SETTING PUBLIC HEARING FOR FY18 SECOND BUDGET AMENDMENT

Documents:

[05-14-18 FY18 Second Budget Amendment Memo.pdf](#)
[05-14-2018_2018 Res Set PH FY18 AMENDED BUDGET.pdf](#)
[FY18 Second Budget Amendment City of Marshalltown including Water Works.pdf](#)

8. PUBLIC HEARING / RESOLUTION 2018-077 ADOPTING TENTATIVE RESOLUTION ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL PROJECT NO. 53511029

Documents:

[res adopt tent res 1222 Oxford Ave_Liscomb.pdf](#)
[tent res 1222 Oxford Ave Liscomb.pdf](#)

9. PUBLIC HEARING / RESOLUTION 2018-078 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE IOWA RIVER TRAIL PHASE 3 PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. TRL17001

Documents:

[Res Approve Plans, Specs Iowa River Trail Phase 3.pdf](#)

I. **ORDINANCES**

1. Ordinance 14972 Adopting The National Fire Protection Association 70-2017 National Electric Code As The City Of Marshalltown Electrical Code

3rd reading.

Documents:

[14972-Ordinance Elect.pdf](#)
[14972-memo Ord Elect.pdf](#)

J. **DISCUSSION**

1. Bicentennial-Anson Land Exchange

Documents:

[5-14Bicentennial-Anson.pdf](#)

2. Proposed Amendments To The Sidewalk Ordinance

Documents:

[Draft Sidewalk ORD.pdf](#)

K. **PUBLIC COMMENT**

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

L. **ADJOURN**

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

COUNCIL PROCEEDINGS

April 23, 2018

The Marshalltown City Council met in regular session on April 23, 2018, at 5:30 PM, in the Council Chambers at City Hall. Mayor Greer called the meeting to order and led the Pledge of Allegiance. Present: Cahill, Gowdy, Hoop, Isom, Martin, Lamer, Wirin. Employees Lampe and Lewis received recognition for completing five years of service.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Council Minutes of April 9, 2018; Bill list in the amount of \$1,291,337.57; March Financial Statements; Resolution 2018-051 Approving a Memorandum of Understanding with the Iowa Department of Transportation for file transfer of Iowa Vehicle and Owner record information relating to parking-related citations; Resolution 2018-052 Authorizing Staff to accept award and sign necessary agreements related to National Endowment for the Arts Our Town Program grant if awarded; Resolution 2018-053 to Name Depositories, Establish Maximum Deposit Amounts and identify Positions authorized to conduct business on behalf of the City of Marshalltown, add Midwest One Bank; Resolution 2017-054 Ordering Construction of the Iowa River Trail Phase 3 project TRL17001, setting public hearing on proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders; Approve Liquor License Renewals: Abarrotes Villachuato, Zeno's Pizza, Best Western, Center Street Station; second by Wirin. Consent agenda adopted 7-0.

MOTIONS:

Martin moved to approve a new liquor license for Tannin, Inc., at 125 E Main Street, second by Isom. Motion carried 7-0.

RESOLUTIONS:

Wirin moved to adopt Tentative Resolution 2018-055 Accepting Subordination Agreement for property interest at 1222 Osford Avenue, Liscomb, Iowa, being lead hazard control project 53511029, second by Isom. Resolution adopted 7-0.

Isom moved to adopt Resolution 2018-056 Setting date for public hearing (May 29, 2018, at noon) on Amendment number 5 to the Urban Renewal Plan for Marshalltown Urban Renewal Area No. 2, second by Cahill. Resolution adopted 7-0.

Hoop moved to adopt Resolution 2018-057 Supporting the Continuation of Replacement Tax Dollars (backfill) from the State of Iowa, second by Martin. Resolution adopted 7-0.

Isom moved to adopt Resolution 2018-058 Authorizing the City of Marshalltown to Request Assignment of Tax Certificate 2016S301 held by Marshall County, 401 ½ May Street, second by Martin. Resolution adopted 7-0.

Lamer moved to adopt Resolutions 2018-059 through 2018-066 regarding change orders for the Public Safety building project, 2018-059 Caliber - BP#3-1 Concrete Foundations increase \$1,915.00; 2018-060 Central Western Fabricators - BP#5-1 Steel increase \$12,253.86; 2018-061 Devries Electric - BP#26-1 Electrical Communications increase \$15,885.58; 2018-062 Forman Ford - BP#8-1 Aluminum Storefronts, Glazing, decrease \$2,237.00; 2018-063 Garling Construction - BP#6-1 General Supplies increase \$18,942.00; 2018-064 Heartland Finishes - BP#9-3 Painting increase of \$399.00; 2018-065 Hilsabeck Schacht - BP#9-1 Gypsum Wall assemblies increase \$865.00; 2018-066 Tony's Plumbing - BP#22-1 Plumbing increase of \$6,864.00; second by Cahill. Resolutions adopted 7-0.

Mayor Greer declared the public hearing open for the Sewer Revenue loan disbursement. There were no written or public comments. Finance Director Steiner was present to answer questions about the \$3.5M loan that will be paid back by sewer use fees. Mayor Greer closed the public hearing. Lamer moved to adopt Resolution 2018-067 Expressing Intent to enter into Sewer Revenue Loan and Disbursement Agreement, \$3,500,000, second by Isom. Resolution adopted 7-0.

Mayor Greer declared the public hearing open for the plans and specifications for the 2018 Microsurfacing project. There were no written or public comments Public Works Director Nickel explained the 2 mile overlay project will be completed this summer. Mayor Greer closed the public hearing. Hoop moved to adopt

COUNCIL PROCEEDINGS

April 23, 2018

Resolution 2018-068 Approving Plans, Specifications, for 2018 Microservicing Project STR18001, second by Wirin. Resolution adopted 7-0.

ORDINANCES:

Mayor Greer declared the public hearing open for adopting the National Fire Protection Code by reference. There were no written or public comments. Mayor Greer closed the public hearing

Gowdy moved to adopt the second reading of Ordinance 14972 Adopting the National Fire Protection Association 70-2017 National Electric Code as the City of Marshalltown Electrical Code, second by Cahill. Second reading adopted 7-0.

DISCUSSION:

The council discussed the budget and procurement process for fixtures, furniture and equipment for the Police and Fire building project. Lockers, movable storage units are not included in the hard cost. Storm water bonds will be used for the stormwater project associated with the building project.

The council discussed potential to exchange property with MCSD to expand recreational opportunities. The council welcomes public input.

The council also discussed repair of existing sidewalks and funding options, which could include assessment. The owners could pay 100% of the repair cost or the city picks up part of the cost. The repaired sidewalks are required to meet ADA requirement of a wider width.

PUBLIC COMMENT:

There were no public comments.

ADJOURNMENT

The meeting adjourned at 7:01 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Advertising			Chadderdon,A/1	200.00
Great.Wstrn.Bnk/6	801.74		Chicago.Hsg.Aut/1	945.00
T-R/11	548.69		CHOATE,A/1	509.00
Buildings/Improvements			CIRSI/7	828.00
Caliber.Concret/1	65,250.75		CLAWSON,J/1	241.00
Central.W.Fabri/1	160,675.19		CMHC.INVEST/1	332.00
Corrado.Constr/1	96,854.40		Crosser,D/1	216.00
DeVries.Electri/1	64,920.15		CROSSER,R/1	141.00
Garling.Constr/1	52,321.25		D.D.Rentals/1	2.00
Heart.of.Iowa/1	149,953.24		Eakin,R/1	226.00
Story.Constr/1	55,239.84		ECKLOR,S/3	988.00
TONYS.PLUMBG/1	256,134.25		Elwayne.Inc./2	555.00
Consulting & Professional Fees			Etter, W/1	380.00
BERENS-TATE/1	3,000.00		Eubanks,C/3	825.00
Bernie.Lowe.Asc/1	351.44		F.C.Rentals.LLC/2	505.00
Bolton&Menk.Inc/2	21,336.70		Farrell.Property/6	1,318.00
Calhoun-Burns/1	366.20		FISCHELS,R/2	399.00
CGA.Assoc/1	1,995.00		Frese.Propts/5	1,277.00
DTN.LLC/1	528.00		FRIEND,T/1	235.00
Fox.Engrg.Assc/3	6,990.00		Friendly.Valley/4	589.00
Great.Wstrn.Bnk/2	177.60		Grant.Park.LLC/23	4,878.00
Grimes.Buck.Sch/1	4,084.50		Gray,D/1	550.00
Howard.R.Green/2	38,209.95		Hala,J/3	817.00
Lynch.Dallas.PC/3	617.00		Halladay,W/1	250.00
Olsson.Assoc/1	1,777.50		HANSEN,J/1	251.00
PBM.WIRELESS/1	31,190.00		HARRIS,T/1	324.00
Prochaska.Assoc/2	21,390.69		HASS,S/1	240.00
Stanley.Consult/1	551.25		Hatch,J/2	640.00
Verizon.Wireles/2	-33.54		Hatch,R/4	1,843.00
Wellmark.Inc./1	10,779.93		HAVELKA,B/1	500.00
Contracts			HESSENIUS,R/1	176.00
A-1.Pest/2	60.00		Hilltop.Village/10	1,785.00
Aramark.Unfrm/9	173.01		HOULIHAN,D/1	287.00
ARL/1	4,333.33		HOVERSTEN,R/1	900.00
BDH/7	5,925.50		HOWARD,J/1	175.00
CIVICPLUS.INC/1	4,375.00		Hsg.Auth.CookCo/7	6,264.00
Construct/1	54,150.00		Hsg.Auth.Joliet/2	2,382.00
Fisher.Comm.Ctr/1	6,396.66		HUBBARD.MAPLE/2	379.00
Great.Wstrn.Bnk/3	677.18		Jared,S/3	585.00
IA.Dept.Insp.Ap/1	68.25		JASPERS,M/1	127.00
Ia.Dept.Justice/2	175.20		JB.I.COOP.Assn/4	1,021.00
IA.Dpt.Safety/2	2,874.00		Judge,M/13	4,377.00
IA.ENV.SERV./2	1,200.00		KLOCKE,C/1	471.00
INST.TRANSPORTA/1	6,000.00		Landherr,J/1	415.00
Koch.Brthrs/1	15.32		LAWSON,R/2	254.00
LEROY.MORFORD.C/1	980.00		Lawthers.Prop.M/2	970.00
Marsh.Co.Landfi/1	13.20		LL.Enterprises/1	199.00
Marshall.Co.Em/1	2,419.08		LUENSE,B/5	1,470.00
Marshall.Co.Att/2	175.20		MANNSON.PROP/2	342.00
Marshall.Co.Tax/1	10.00		Marshalltown.Sr/8	1,620.00
MMIT.INC/2	104.47		MATNEY,L/1	264.00
Mtwn.Aviation/1	642.00		Mtwn.Properties/1	321.00
ONSITE.INFO.DES/3	120.00		Mtwn/Westown/18	3,720.00
Premier.Equip/1	41.40		MURPHY,P/1	472.00
RICOH.USA.INC/4	127.61		Natl.Mngmt.Corp/3	453.00
Rid.R.Bug.Pest/1	70.00		NAUGHTON,R/1	825.00
Schendel.Pest.C/1	58.00		North.Tama.Hsg/3	416.00
Servicemaster/1	1,000.00		Oakland.Prop/1	92.00
Sterling.Fire/6	819.50		Oetker,D/3	578.00
Stone.Sanit/8	2,618.16		Oetker.Jr.,J/1	471.00
Xerox.Corp/6	167.90		Olberding,L/1	113.00
Debt Service			Palisade.Holdng/1	155.00
CRBT/2	8,707.57		Park.Elms,LLC/4	1,004.00
Equipment/Minor			Pheasant.Run.Ap/3	745.00
Ziegler/1	587.71		Polley,M/1	787.00
Library Books			Prairie.Home.Pp/1	254.00
Great.Wstrn.Bnk/27	1,069.88		Premier.RE.Mgmt/2	445.00
Medical			PYLE,D/1	224.00
HARTFORD.ACCTS/1	6,696.34		R.E.P.Corp/1	268.00
Medtrak.Service/2	606.93		RA.Rental.Prop/1	369.00
St.Lukes.Health/6	252.00		RD.Toledo,LLP/2	890.00
Wellmark.Inc./5	181,250.82		Reed,T/14	4,819.00
Payroll.Deductions			River.Birch/8	3,569.00
American.Educa./1	64.41		River.Oaks/10	3,645.00
AXA/1	425.00		S.E.Invst/1	274.00
Collection.Svs./6	1,734.58		Sands,S/1	332.00
Colonial.Life/1	413.55		Schmidt,M/2	446.00
Fidelity.Securi/2	401.96		SCHULER-VANLANG/1	260.00
I.R.S./6	78,933.39		SCOTT,L/1	384.00
IA.Treasurer/3	19,089.00		SE.Coop.Housing/1	225.00
ICMA.457/13	51,927.83		SESKER,R/2	655.00
IUPAT.PPME/1	950.10		Soltero,W/1	550.00
Meskwaki Nation/1	300.34		Specht,G/1	468.00
Teamsters238/2	1,817.56		Squire,B/1	264.00
Texas.Child.Sup/2	252.57		STAFF,E/1	245.00
TotalAdmin.Serv/5	8,533.98		Steelsmith,G/6	1,207.00
Payroll.Net			Sunrise.Apt/2	132.00
Payroll/1	280,343.62		Swan.Estates/1	356.00
Refund/Reimbursed			Switzer,T/2	758.00
GOODING.B/1	785.31		Tallcorn.Tower/16	4,924.00
Great.Wstrn.Bnk/17	529.58		TAYLOR,M/1	211.00
Rents/Leases			Titus,T/2	509.00
/0	83.00		TOWN.APARTMENT/5	746.00
Ackley.Housing/12	1,852.00		TREVRON,LLC/1	332.00
ALCALA,R/1	198.00		TT.C.Coop.Hsg/2	538.00
Altringer,J/1	531.00		VEST,L/2	404.00
AMES,STEVEN/25	6,469.00		WARREN,C/1	222.00
BJ&J.LLC/3	527.00		Weatherly.Erin/1	319.00
BLOOD,A/1	493.00		WEIDNER,R/1	226.00
BOULDER.COOP.HS/1	290.00		Welter,T/1	508.00
Brodin,C/1	188.00		WIEBENSOHN,L/1	105.00
BROWN,B/1	57.00		ZMOLEK,M/1	263.00
			Service/Repairs	
			Airgas.U.S.A./1	336.00
			B&G.HVAC.INC/2	1,783.00
			Bjelland.Plmbg/1	142.20

Carmer,D/1	12.00	ULTRAMAX.AMMUN/1	100.80
CARRIGAN,K/1	37.00	Univ.Louisville/1	695.00
Century.Link/81	2,523.24	Vajgrt.R/1	158.88
Chicago.Hsg.Aut/1	36.31	Van.Meter.Inc/1	332.50
Daves.Crane/1	740.00	Verizon.Wireles/1	718.69
DeSautels,S/1	50.00	Watson,T/1	44.51
Devig,T/8	1,026.26	WW.Grainger/1	79.56
Electric.Pump/1	50,147.45	Ziegler/2	146.41
FEAGAN,C/1	45.00	Travel/Training	
FedEx/1	25.59	BELLILE,R/1	11.65
Gale-Hazen,E/1	135.00	Great.Wstrn.Bnk/7	1,849.98
Gale-Hazen,K/1	255.00	HEITMAN,P/1	11.65
Great.Wstrn.Bnk/23	1,929.71	LARSON,G/3	61.31
Heart.of.Iowa/6	958.18	Stevenson,K/1	43.73
Hibbs,R/1	175.00	Svoboda,N/1	87.67
Hogeland.Auto.P/1	50.00	Treasurer-ISU/1	50.00
Hsg.Auth.CookCo/1	244.08	Univ.Louisville/1	350.00
Hsg.Auth.Joliet/1	72.62	Watson,T/2	153.74
IMFOA/1	50.00	Utilities	
Independent.Ins/1	5,000.00	AlliantEnergy/86	35,721.21
Jensen.Inc/2	835.23	CENTRAL.IA.WATE/1	148.92
JOHNSON,C/1	46.00	Mtn.Wtrwrks/2	1,178.78
Kapaun.Brown/1	152.00	WoodRiver.Enrgy/4	4,661.90
KROENER,L/1	4.00	Total/1236	2,098,675.27
Lang,T/1	50.00		
Language.Line.S/3	419.40		
LISKOWIAK,M/1	320.00		
LUAL,S/1	63.00		
M.Co.Recorder/9	123.00		
McAtee.Tire/8	1,542.50		
Minerva.Val.Tel/1	50.00		
Mtn.Aviation/2	1,133.95		
Mtn.Wtrwrks/3	8,693.58		
Neave,G/1	37.00		
ONE.SOURCE/3	55.00		
Orpheum.Theatre/1	200.00		
RAMIREZ,J/1	27.00		
Scharnweber.Wtr/1	27.00		
Scroggins,J/1	100.00		
St.Lukes.Health/5	129.00		
Sterling.Fire/2	45.00		
STREET-LOPEZ,J/1	47.00		
Tama.Co.Recordr/1	7.00		
US CELLULAR/7	428.02		
Verizon.Wireles/27	649.54		
WICKHAM,M/1	30.00		
Windstream/1	76.44		
WOAHTEE,G/1	46.00		
Ziegler/1	1,380.36		
Supplies/Parts			
Acco.Unlimited/1	914.88		
Adland.Engrvg/4	219.35		
All.Inclus.REC/1	10,430.75		
Arnold.Motor.Su/27	1,521.52		
BDH/2	197.85		
Boland.Recreati/1	1,675.00		
Cessford.Constr/2	3,955.00		
Chemsearch/1	370.70		
City.Laundering/8	227.60		
Cntrl.IA.Distr/1	45.00		
Cntrl.IA.Machin/1	175.47		
Cntrl.Office/3	9.67		
COUGHENOUR,S/1	98.43		
Crescnt.Electrc/3	362.37		
Crop.Production/1	1,018.00		
Crop.Rite.Inc/1	150.00		
Cummins.Service/2	730.30		
Dave.Wright.Bui/2	275.24		
Dave.WrightCDRJ/1	92.00		
DJ.Gongol.Assoc/2	1,426.23		
Entenmann.Rovin/2	216.50		
Fastenal.Co/1	340.02		
Galls.LLC/17	1,761.68		
GERDES.NURSERY/2	3,610.00		
Gillig.LLC/1	1,593.39		
Graymont.Lime/1	4,734.56		
Great.Wstrn.Bnk/144	16,372.63		
IA.CountyAtty/1	195.00		
IA.Prison.Ind/2	1,053.96		
Ia.Prof.Fire./1	25.00		
In.Stitches/1	90.00		
Jensen.Inc/1	16.73		
JRS.POS.DEPOT/1	658.92		
Keystone.Lab/1	64.00		
Kriss.Premium/1	135.52		
Lifeline.Traing/1	139.00		
Marsh.Co.Engr/21	18,403.95		
MC2.Inc./1	463.06		
McAtee.Tire/1	2,350.00		
Midland.Scienti/11	1,175.19		
Minuteman/2	175.91		
Napa.Auto/18	855.63		
Office.Express/1	31.30		
Oreilly.Automot/1	55.61		
Park,K/1	400.00		
Racom.Corp/4	343.00		
Ri.Rec.Industr/1	300.00		
Road.Machinery/2	2,018.60		
Rockmount.Alloy/1	119.96		
Safe.Kids.Iowa/2	964.64		
Stevenson,K/1	51.50		
Storey.Kenwrthy/3	230.10		
Streichers.Inc/1	2,099.85		
Terminal.Supply/1	298.94		
Trans.IA.Equip/1	159.49		
Treasurer-ISU/1	50.00		

BUILDING DEPARTMENT**BUILDING PERMIT SUMMARY 2018**

MONTH	NEW DWELLINGS	ALTER DWELLINGS	MINOR DWELLINGS	MISC. IMPROVEMENTS	TOTAL IMPROVEMENTS	FEES
JANUARY	\$185,000	\$10,000	\$0	\$10,000	\$205,000	\$1,114
FEBRUARY	\$785,000	\$14,000	\$0	\$923,000	\$1,722,000	\$10,996
MARCH	\$0	\$45,000	\$77,000	\$149,000	\$271,000	\$3,815
APRIL	\$0	\$0	\$0	\$0	\$0	\$0
MAY	\$0	\$0	\$0	\$0	\$0	\$0
JUNE	\$0	\$0	\$0	\$0	\$0	\$0
JULY	\$0	\$0	\$0	\$0	\$0	\$0
AUGUST	\$0	\$0	\$0	\$0	\$0	\$0
SEPTEMBER	\$0	\$0	\$0	\$0	\$0	\$0
OCTOBER	\$0	\$0	\$0	\$0	\$0	\$0
NOVEMBER	\$0	\$0	\$0	\$0	\$0	\$0
DECEMBER	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$970,000	\$69,000	\$77,000	\$1,082,000	\$2,198,000	\$15,925

BUILDING REPORT FOR THE YEAR 2018



MONTH	TOTAL PERMITS	TOTAL VALUATION	LIVING UNITS	#	NEW DWELLINGS	#	ALTER DWELLINGS	#	MINOR DWELLINGS	#	MISC. IMPROVEMENTS	BUILDING PERMITS	DEMOLITION PERMITS	FEE
January	3	\$205,000	1	1	\$185,000	1	\$10,000	0	\$0	1	\$10,000	3	0	\$1,114
February	7	\$1,722,000	2	2	\$785,000	1	\$14,000	0	\$0	4	\$923,000	7	0	\$10,996
March	13	\$271,000	0	0	\$0	4	\$45,000	4	\$77,000	5	\$149,000	13	0	\$3,815
April	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
May	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
June	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
July	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
August	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
September	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
October	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
November	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
December	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0
TOTALS	23	\$2,198,000	3	3	\$970,000	6	\$69,000	4	\$77,000	#	\$1,082,000	23	0	\$15,925

Scott A. Riemenschneider, Chief Building Official

BUILDING REPORT FOR THE MONTH OF MARCH 2017



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24463	Red Earth Real Estate	2616 Eagle Ridge Dr.	Alter Dwelling		\$23,000			\$363
24464	Jeff Simms	811 Iowa Avenue West	Alter Building				\$2,000	\$69
24465	Jodi Garcia	1302 West Linn Street	Alter Dwelling		\$13,000			\$223
24466	John Stalzer	1915 Gethmann Lane	New Garage			\$54,000		\$672
24467	Jose Regalado	906 South 2nd Avenue	Alter Dwelling		\$3,000			\$83
24468	Leonard Reeder	3309 Lily Lane	Alter Dwelling		\$6,000			\$125
24469	ABCM Corp.	3109 S. Center St.#102	Alter Building				\$15,000	\$251
24470	Barb Hagstrand	129 East Main Street	Alter Building				\$40,000	\$542
24471	Thomas Ellis	207 South 13th Street	New Shed			\$5,000		\$111
24472	Tom Curley	125 East Main Street	Alter Building				\$9,000	\$167
24473	Menard Inc.	504 Iowa Avenue West	Alter Building				\$83,000	\$875
24474	David Clough	11 North 25th Street	New Garage			\$13,000		\$223
24475	Enrique Gomez	307 South 4th Avenue	New Car Port			\$5,000		\$111
			TOTALS:	\$0	\$45,000	\$77,000	\$149,000	\$3,815
			TOTAL IMPROVEMENT AMOUNT: \$271,000					
				Units	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	0	0	4	4	5
								0

Building Division Improvement Value & Fee Summary - March 2018

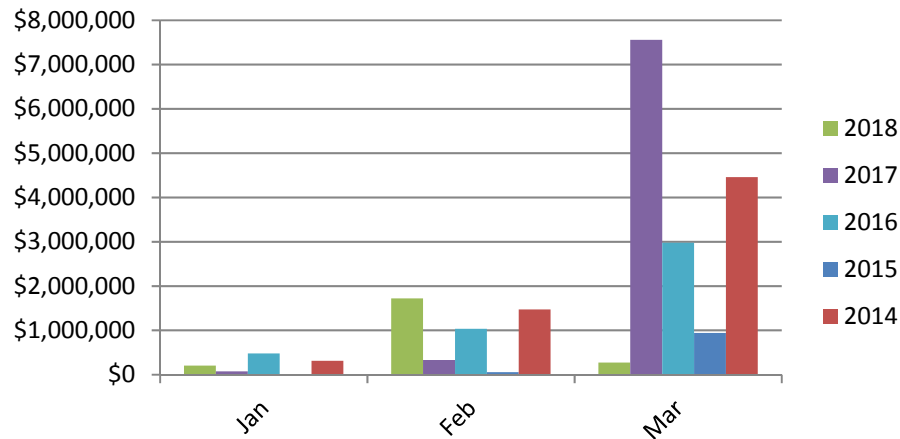
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$205,000	\$1,722,000	\$271,000										\$2,198,000
2017	\$74,000	\$331,000	\$7,559,000										\$7,964,000
2016	\$479,000	\$1,034,000	\$2,977,000										\$4,490,000
2015	\$0	\$57,000	\$941,000										\$998,000
2014	\$311,000	\$1,470,000	\$4,457,000										\$6,238,000

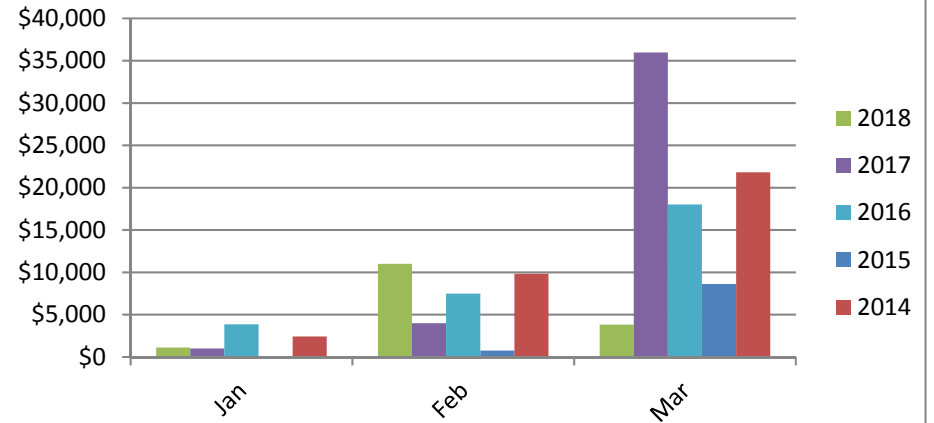
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$1,114	\$10,996	\$3,815										\$15,925
2017	\$1,006	\$3,995	\$35,959										\$40,960
2016	\$3,860	\$7,490	\$18,014										\$29,364
2015	\$0	\$762	\$8,610										\$9,372
2014	\$2,414	\$9,824	\$21,811										\$34,049

Total Improvement Value Comparison



Total Fees Received Comparison



BUILDING REPORT FOR THE MONTH OF APRIL 2018



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24476	Downtown Leases & Lofts	125 East Main Street	Alter Building					\$10,000	\$181
24477	Tony Reed	203 North 18th Street	Alter Building					\$247,000	\$1,876
24478	Al Packer	1403 Austin Place	Alter Dwelling			\$16,000			\$265
24479	Maria Gomez	110 West State Street	Alter Building					\$4,000	\$97
24480	Jose Garcia	309 North 15th Avenue	Alter Dwelling			\$20,000			\$160
24481	Iowa Wholesale	3110 South 6th Street	New Awning					\$2,000	\$69
24482	SNT Trucking, Inc.	1902 East Anson St.	Alter Building					\$2,121,000	\$10,218
24483	Interstate Power & Light Co.	712 Marion Street	New Building					\$600,000	\$3,734
24484	Interstate Power & Light Co.	712 Marion Street	Demolish Building						\$25
24485	Jeff Simms	609 Iowa Avenue West	Alter Building					\$30,000	\$442

Building Division Improvement Value & Fee Summary - April 2018

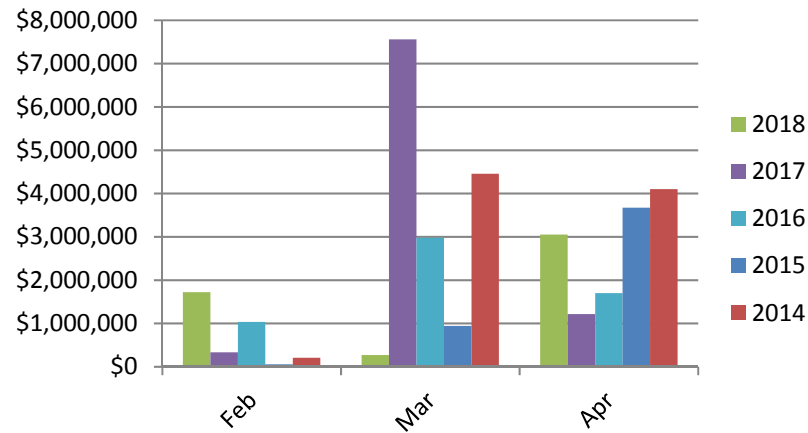
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000									\$5,248,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000									\$9,178,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000									\$6,189,000
2015	\$0	\$57,000	\$941,000	\$3,671,000									\$4,669,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000									\$9,075,000

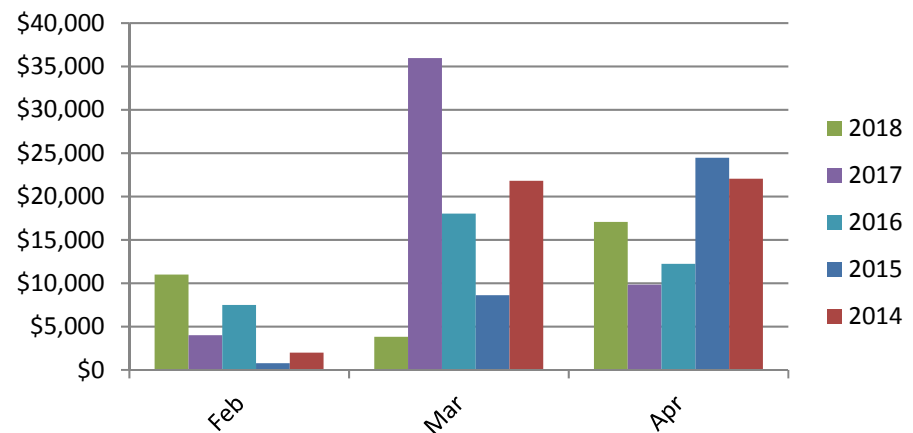
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$1,114	\$10,996	\$3,815	\$17,067									\$32,992
2017	\$1,006	\$3,995	\$35,959	\$9,819									\$50,779
2016	\$3,860	\$7,490	\$18,014	\$12,229									\$41,593
2015	\$0	\$762	\$8,610	\$24,464									\$33,836
2014	\$2,414	\$1,980	\$21,811	\$22,054									\$48,259

Total Improvement Value Comparison



Total Fees Received Comparison



RESOLUTION APPROVING SETTLEMENT AGREEMENT

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

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

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

Section 1. The City of Marshalltown approves the settlement agreement relating to damages at 514 N Center Street.

Section 2. The City's Attorney and named staff have authority to sign the settlement agreement.

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

Passed this 14th day of May, 2018, and signed this __ day of May, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SETTLEMENT & RELEASE AGREEMENT

This Settlement & Release Agreement (“Agreement”) is made as of April 25, 2018.

1. BACKGROUND. Ron Iole (“Mr. Iole”) alleges that he sustained property damage to his home located at 514 North Center St., Marshalltown, IA arising out of a tactical operation by the Marshalltown Police Department and others on January 20, 2015. In the United States District Court for the Southern District of Iowa, case number 4:17-CV-00022-RGE-CFB, Mr. Iole sued the City of Marshalltown, Marshalltown Chief of Police Mike Tupper and Detective Brian Siegert (“Defendants”), for damages arising out of the incident. The pleadings and discovery exchanged in the Lawsuit are incorporated by reference for further background. The parties dispute the claims in the Lawsuit and desire to settle their disputed claims pursuant to the terms of this Agreement.

2. SETTLEMENT PAYMENT. In consideration for this Agreement, Mr. Iole has been paid a total of \$60,000.00 on behalf of Defendants. Defendants have also agreed to pay the cost of the mediation held between the parties on April 24, 2018.

3. DISMISSAL. Mr. Iole shall immediately sign a Joint Stipulation of Dismissal with Prejudice with respect to all Defendants in the above lawsuit.

4. RELEASE. Mr. Iole, in consideration for the Settlement Payment above in paragraph 2, releases, acquits and forever discharges Defendants, as well as all of City of Marshalltown, Iowa’s employees, officers, directors, elected officials and agents, including all subsidiary, parent and affiliate entities; the Iowa Communities Assurance Pool (“ICAP”); American Risk Pooling Consultants, Inc. (“ARPCO”); York Risk Services Group, Inc.; York Risk Pooling Services, Inc.; and Public Entity Risk Services of Iowa (“PERSI”) jointly and severally (also referred to as the “Defendant” for purposes of settlement in this document), from any and all liability, claims, demands, and common law, statutory or other causes of action, whatsoever (including, but without limitation, those that are known, unknown, contingent, certain, anticipated, unanticipated, present, future, mature, inchoate, direct, derivative, and consequential), including damage claims of any sort, attorney’s fees and costs that arise from or are related in any way to the allegations in the Lawsuit and that otherwise may arise out of events occurring prior to the date of this Agreement.

5. THIRD PARTY CLAIMANTS.

(a) Subrogated Interests.

(i) Mr. Iole and his undersigned attorney warrant and represent that all subrogated claims arising out of the incident have been satisfied in full or will be timely satisfied in full out of the above settlement payment. Examples of such subrogated payments include, but without limitation, workers' compensation liens, hospital and other healthcare provider liens, medical insurance payors and any other party who may assert a legal or equitable claim to any part of the Settlement Payment.

(ii) In consideration for potential subrogated claimants not being named as a payee on the Settlement Payment checks, the undersigned attorney holds the settlement funds in trust, as trustee for Defendants, until such all claims are satisfied and the settlement funds are tendered to undersigned attorney in reliance on his agreement and duty to hold the funds in trust and apply the Settlement Payment to the extent necessary to fully satisfy all subrogated claims such that the Defendants have no liability to such subrogated claimants.

(iii) Mr. Iole shall hold harmless and indemnify the Defendants for any and all amounts, expenses, attorney fees, and costs that Defendants incur defending or responding to a claim or made by any person, company, insurer, provider of medical services, governmental entity or other party who has or claims to have a subrogated or assigned interest to or lien on the settlement funds; this obligation is in addition to, not in lieu of the undersigned attorney's fiduciary duty to apply the Settlement Payments to all such subrogated or assigned claims and liens.

(b) Minors and Other Third Parties. Mr. Iole warrants that there are no dependants or other persons who may have a claim, deriving from injuries he sustained in the incident. Mr. Iole shall hold harmless and indemnify the Defendants for any and all amounts, expenses, attorney fees, and costs that the

Defendants incur defending or responding to a claim, based on the facts arising out of the incident, made by any person who is or who claims to be a conservator, assignee, attorney-in-fact, agent, spouse, child or other dependent of Mr. Iole.

7. TAX LIABILITY. Mr. Iole is solely responsible for any and all tax liability related to the Settlement Payment identified in Paragraph 2, above and shall defend, indemnify and hold harmless the Defendants as well as all of the City of Marshalltown, Iowa's employees, officers, directors, elected officials and agents, including all subsidiary, parent and affiliate entities; ICAP; ARPCO; York Risk Services Group, Inc.; York Risk Pooling Services, Inc.; and PERSI from any such tax liability.

8. GENERAL PROVISIONS.

(a) Applicability on Parties. This entire Agreement applies to Mr. Iole and the Defendants, as well as all of its parent companies, subsidiaries, and related entities and to all directors, officers, shareholders, employees, insurers, attorneys and agents of the foregoing parties. This Agreement applies to, and shall be binding upon, the parties and all their successors in interest regardless of whether such interest is acquired through assignment, sale, subrogation, equity, levy or through any other manner.

(b) Severability. If any term of this Agreement is deemed unenforceable or invalid for any reason, that term shall be severed from this Agreement and the remaining terms of this Agreement shall be given effect to the greatest extent possible without the unenforceable or invalid provision.

(c) Integration. This Agreement constitutes the entire understanding and intent of the parties. This Agreement supersedes all prior negotiations, discussions, and representations by the parties. It may not be modified unless the modification is done through a written document signed by all parties. This Agreement is made solely in reliance upon each of the parties' own knowledge, belief and judgment. No representations have been on matters that include, without limitation, issues relating to the tax consequences of this Agreement.

(d) No Admission. This Agreement is part of a settlement of uncertain and disputed claims and is not an admission of any liability or fact of any kind whatsoever.

(e) Counsel/Knowledge. All parties to this Agreement are represented by attorneys. All parties are signing this Agreement solely upon their own

knowledge, belief and judgment and not upon any representation made by any other party.

(f) Applicable Law. This Agreement shall be construed pursuant to the laws of the State of Iowa. This Agreement shall not be construed either in favor of one party or against one party, but pursuant to the fair and reasonable interpretation of the language used.

(g) Additional Documents. All parties agree to take any additional action, such as, but without limitation, executing supplemental, administrative, or clerical documents that are necessary or appropriate to give full force and effect to the terms and intentions of this Agreement.

(h) Costs and Litigation Fees. Each party shall be responsible for paying their own costs, attorney fees, and other litigation expenses.

(i) Open Records. Mr. Iole recognizes that the Defendants shall comply with the Iowa Open Records Act.

Agreed:

Ron Iole

Date

Norma J. Meade
Attorney for Ron Iole

Date

CITY OF MARSHALLTOWN, IOWA

By: _____
Jessica Kinser, City Administrator

DATE _____

Mike Tupper, Chief of Police

DATE

Brian Siegert, Detective

DATE

Wilford H. Stone,
Attorney for Defendants City of
Marshalltown, Chief of Police
Mike Tupper and Detective
Brian Siegert

Date

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

RON IOLE,

Plaintiff,

vs.

CITY OF MARSHALLTOWN,
MARSHALLTOWN CHIEF OF
POLICE MIKE TUPPER,
DETECTIVE BRIAN SIEGERT,

Defendants.

Case No. 4:17-cv-00022-RGE-CFB

**JOINT STIPULATION OF
DISMISSAL WITH PREJUDICE**

Pursuant to Federal Rule of Civil Procedure 41(a)(1), the parties file this Joint Stipulation of Dismissal with Prejudice. It is stipulated that this matter be dismissed with prejudice, with each party to bear its own costs.

RON IOLE

NORMA J. MEADE

Of

MOORE, McKIBBEN, GOODMAN &
LORENZ, LLP

26 South First Avenue, Suite 302

Marshalltown, IA 50158

Telephone: (641) 752-4271

Facsimile: (641) 752-5266

Email: nmeade@marshalltownlaw.com

ATTORNEY FOR PLAINTIFF

WILFORD H. STONE, AT0007699
GREGORY T. USHER, AT00012812

Of

LYNCH DALLAS, P.C.
526 Second Avenue SE
P.O. Box 2457
Cedar Rapids, Iowa 52406-2457
Telephone 319.365.9101
Facsimile 319.365.9512
E-Mail wstone@lynchdallas.com
gusher@lynchdallas.com

ATTORNEYS FOR DEFENDANTS
CITY OF MARSHALLTOWN,
MARSHALLTOWN CHIEF OF POLICE MIKE
TUPPER and DETECTIVE BRIAN SIEGERT

CERTIFICATE OF SERVICE

I certify that I served the foregoing document upon the following person(s) by electronic notice pursuant to Federal Rule of Civil Procedure 5(b) on the 26th day of April, 2018.

Norma J. Meade
Brandon J. Buck
26 South First Avenue, Suite 302
P.O. Box 618
Marshalltown, IA 50158
Email: nmeade@marshalltownlaw.com
Email: bbuck@marshalltownlaw.com

/s/ Wilford H. Stone_____

Applicant License Application ()

Name of Applicant: <u>Janet Priske</u>		
Name of Business (DBA): <u>Rumours Sports Bar</u>		
Address of Premises: <u>309 south 12th Ave. Place</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business	<u>(641) 752-5477</u>	
Mailing	<u>309 south 12th Ave. Place</u>	
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name <u>Janet Priske</u>	
Phone: <u>(641) 485-1621</u>	Email <u>jpriske80@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 01/26/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Sole Proprietorship</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Janet Priske

First Name: Janet

Last Name: Priske

City:

State: Iowa

Zip: 50158

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Specialty Risk of America</u>	
Policy Effective Date: <u>01/26/2018</u>	Policy Expiration <u>01/26/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

Janet Priske
Applicant's Signature

5/9/18
Date

++++
NOTARY

State of Iowa
County of Marshall

Signed and sworn to (or affirmed) before me

on May 9, 2018
Date

by Janet Priske
Print Name of Applicant

Shari L Coughenour
Signature of Notary Public

5-9-18
Date



← Parking lot →

Exit

Rumours building

Exit

Exit

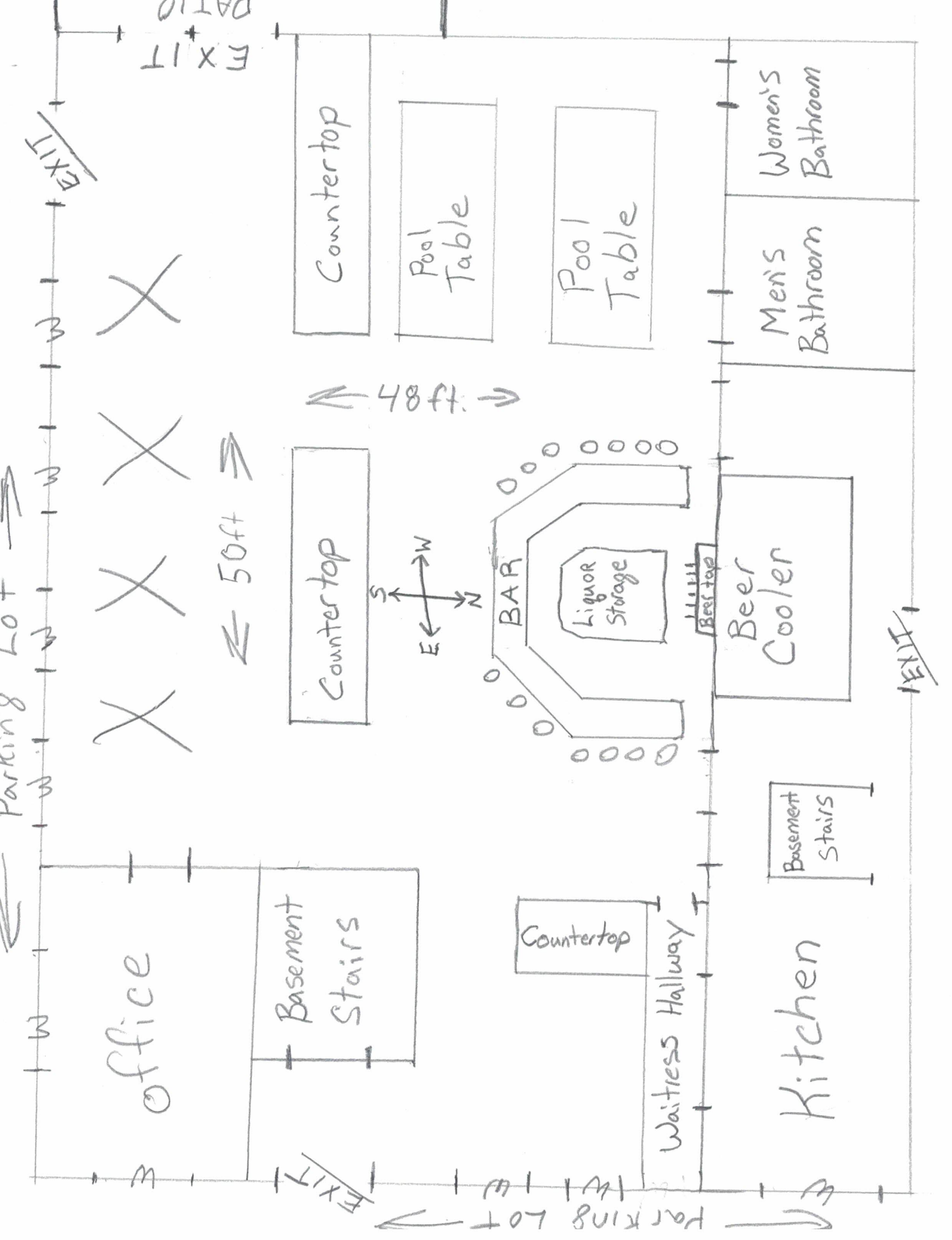
Patio

← +50S →

← +25A →

Parking lot

← Parking lot →





Recorded: 04/23/2018 at 08:48:01 AM
 Amt: \$12.00 Page 1 of 1
 Revenue Tax: \$114.40
 Marshall County Iowa
 Nan Benson County Recorder

File **2018-00001998**

\$114.40

\$12

Box *

Preparer/Return to: Kevin M. O'Hare, 118 East Main Street, Marshalltown, IA 50158
 Address Tax Statement to: Jason Priske, 504 East Anson St., Marshalltown, IA 50158

WARRANTY DEED

For the consideration of One Dollar and other valuable consideration, **CARMEN SANCHEZ and ANGELA SANCHEZ, husband and wife**, do hereby Convey to **Janet M. Priske and Jason M. Priske, Co-Administrators of the Estate of STEVEN EUGENE PRISKE, Deceased**, the following described real estate in Marshall County, Iowa:

Lots 6 and 7 of Hayne's Sub-Division of Lot 3 of the Southwest Quarter of the Northeast Quarter of Section 36, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, EXCEPT the West 67 Feet thereof.

This Deed is given in full and complete satisfaction of the Real Estate Contract for the sale of real estate among the parties dated August 28, 2006, and recorded September 1, 2006, as Instrument No. 2006-00006126 of the records of the Marshall County, Iowa, Recorder.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated: April 19, 2018.

Carmen Sanchez

Carmen Sanchez

(Grantor)

Angela Sanchez

Angela Sanchez

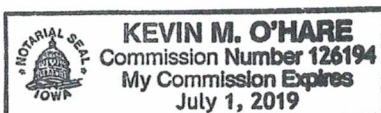
(Grantor)

STATE OF IOWA, COUNTY OF MARSHALL:

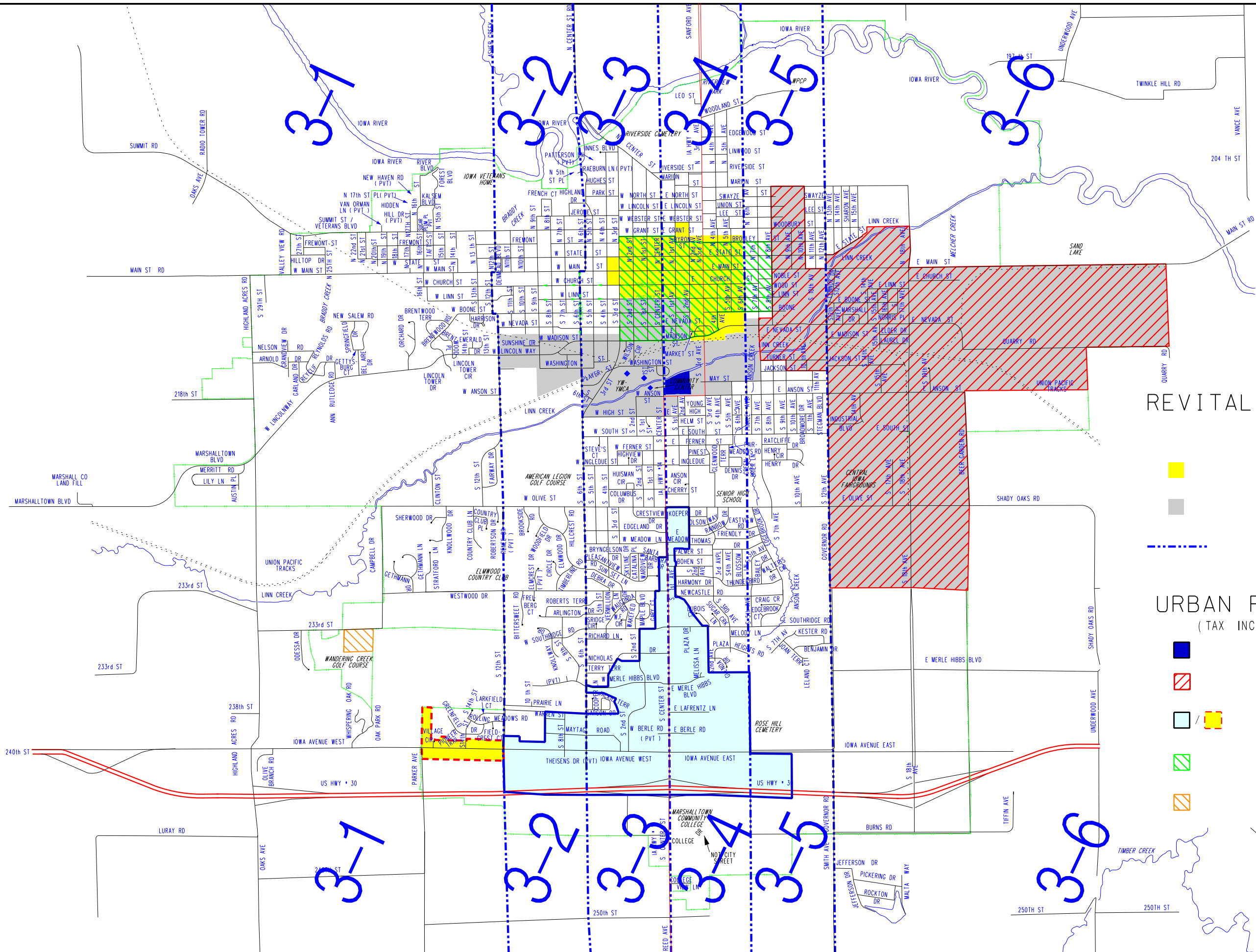
This record was acknowledged before me on April 19, 2018, by Carmen Sanchez and Angela Sanchez, husband and wife.

Kevin M. O'Hare

Notary Public



X



REVITALIZATION AREAS (TAX ABATEMENT)



NO. 1 AS AMENDED



NO. 2 AS AMENDED



NO. 3

URBAN RENEWAL AREAS (TAX INCREMENT FINANCING)



NUMBER 1



NUMBER 2



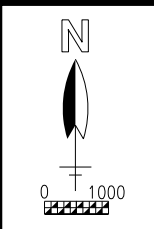
NUMBER 3 / PROPOSED AMENDMENT



NUMBER 4



NUMBER 5



AMENDMENT NO. 7
to the
**CITY OF MARSHALLTOWN AMENDED
AND RESTATED URBAN RENEWAL
AREA NO. 3 URBAN RENEWAL PLAN**

for the
**CITY OF MARSHALLTOWN AMENDED
AND RESTATED URBAN RENEWAL
AREA NO. 3 URBAN RENEWAL AREA**

City of Marshalltown, Iowa

Original Plan – February 1996

Amendment No. 1 – April 2000

Amended and Restated Urban Renewal Plan Amendment No. 2 – January 2007

Amended and Restated Urban Renewal Plan Amendment No. 3 – June 2013

Amended and Restated Urban Renewal Plan Amendment No. 4 – June 2015

Amended and Restated Urban Renewal Plan Amendment No. 5 – October 2015

Amended and Restated Urban Renewal Plan Amendment No. 6 – October 2016

Amended and Restated Urban Renewal Plan Amendment No. 7 – June 2018

Local Government Professional Services, Inc.

DBA – Simmering-Cory

AMENDMENT NO. 7
to the
AMENDED AND RESTATED URBAN RENEWAL AREA NO. 3
URBAN RENEWAL PLAN
for the
AMENDED AND RESTATED URBAN RENEWAL AREA NO. 3
CITY OF MARSHALLTOWN, IOWA

The Amended and Restated Urban Renewal Area No. 3 Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Amended and Restated Urban Renewal Area No. 3 Urban Renewal Area (the “Area” or “Urban Renewal Area”) was adopted in 1996 and has been previously amended six times including the following amendments:

- Amendment No. 1 (April 2000). Amendment No. 1 added land to the Urban Renewal Area.
- Amendment No. 2 (January 2007). Amendment No. 2 Amended and Restated the Urban Renewal Plan No. 3 for the Urban Renewal Area No. 3. The Amendment also added land and removed land from the Urban Renewal Area.
- Amendment No. 3 (June 2013). Amendment No. 3 added a project, Plumb Supply Company, LLC. To the Urban Renewal Plan and removed a self-imposed expiration date.
- Amendment No. 4 (June 2015). Amendment No. 4 added a project, Theisen’s, Inc., to the Urban Renewal Plan.
- Amendment No. 5 (October 2015). Amendment No. 5, also referred to as 2015-A Amendment, added a project, Bobcat Academy, to the Urban Renewal Plan.
- Amendment No. 6 (October 2016). Amendment No. 6 added a project, Hawkeye Hotels, LLC, to the Urban Renewal Plan.

Now the Amended and Restated Urban Renewal Plan No. 3 is being further amended for the purpose of adding additional land to the Urban Renewal Area and to identify a new urban renewal project to be undertaken within the Urban Renewal Area by this Amendment No. 7 (“Amendment No. 7” or “Amendment”) in accordance with the provisions of Chapter 403 of the *Code of Iowa*.

Except as modified by this Amendment, the provisions of the Amended and Restated Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF PROPERTY ADDED TO THE URBAN RENEWAL AREA

A legal description of the property being added to the Urban Renewal Area by this Amendment is attached hereto as Exhibit “A” and a corrected legal description for the entire Urban Renewal

Area is attached hereto as Exhibit “B.” A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

The City reserves the right to modify the boundary of the Area as needed in at some future date.

AREA DESIGNATION

The Urban Renewal Area was originally designated as both an economic development area appropriate for the promotion of commercial and industrial development and an area in which blighted conditions exist, appropriate for blight remediation activities. Amendments No. 2 and 3 reconfirmed the designation of economic development and the presence of blighting factors within the area. Amendments four through six did not make any changes to the Area designation.

This Amendment makes no change in the Area designation.

ELGIBLE URBAN RENEWAL PROJECTS (AMENDMENT NO. 7)

1. Development Agreement: The City is hereby amending the Urban Renewal Plan, as amended, in accordance with the provisions of Chapter 403 of the *Code of Iowa*, to authorize a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area.

The proposed project involves the use of incremental property tax revenues to make economic development payments to TC Casady Property, LLC., in an amount not to exceed \$250,000.00 in connection with the development of a commercial building by TC Casady Property, LLC., located in the Urban Renewal Area. The City anticipates that the development will create an increase in assessed value for the property of \$530,000. Payments will be made for ten years, in an amount equal to 100% of the incremental property tax payments that are attributable to the expanded property.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL INFORMATION

1.	July 1, 2017 Constitutional Debt Limit:	\$68,225,606
2.	Outstanding General Obligation Debt:	\$33,349,985
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Project (Amendment No. 7) is identified above in the Eligible Urban Renewal Projects (Amendment No. 7). The project cost in this Plan will be incurred and spent over a number of years based on the terms of a development agreement. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 7) as described above will be approximately as stated in the next column:	\$275,000.00

EFFECTIVE PERIOD

This Amendment No. 7 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of this Amendment No. 7 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF LAND ADDED TO URBAN RENEWAL AREA BY AMENDMENT NO. 7

LEGAL DESCRIPTION OF LAND TO BE ADDED BY AMENDED AND RESTATED AMENDMENT NO. 7:

Beginning at the northwest corner of the NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence southerly along the west line of the NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. to a point 341.4' south of the northwest corner in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence westerly 673.0' bearing S 89° 10' W;

thence northerly to a point 617.4' east of the northeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence westerly 66' along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence southerly 353.4' bearing S 5° 38' E;

thence westerly to a point 379.7' south of the northwest corner, along the west line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence northerly along said west line to the NW corner of section 15 township 83 north range 18 west of the 5th P.M.;

thence north along the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 9 township 83 north range 18 west of the 5th P.M.;

thence east along the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 289.96';

thence south to the northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence easterly along the north lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13 to the northeast corner of lot 13 of Block 3, Pioneer Village First Addition to Marshall;

thence southeast to the northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence southeast to the northeast corner of lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence east to a point along the east line of Pioneer Village First Addition to Marshall, 195' north of the southeast corner of the South Fourteenth St. Right of Way of Pioneer Village First Addition to Marshall.

thence north along said east line to the southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence east along the south line of Rolling Meadows 2nd Addition to Marshall to the southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence south to the northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of section 10 township 83 north range 18 west of the 5th P.M.;

thence east to a point 302.6' north of the southwest corner, along the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;

thence southerly along said west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 North Range 18 west of the 5th P.M. to the northwest corner of the NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. and point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE AMENDED AND RESTATED MARSHALLTOWN URBAN RENEWAL AREA NO. 3

CORRECTED LEGAL DESCRIPTION FOR THE AMENDED AND RESTATED MARSHALLTOWN URBAN RENEWAL AREA NO. 3:

Beginning at the intersection of the centerlines of South Center Street and of East Olive St;
thence easterly along the centerline of East Olive Street to the centerline of South 2nd Avenue;
thence southerly along said centerline (extended) to the south line of Future 1st Addition;
thence westerly along said south line of Future 1st Addition to the NE corner of Lot 1, Block 1, of
Sunset 1st Addition;
thence southerly to the SE corner of Lot 19, Block 1, of Sunset 1st Addition;
thence easterly to the NE corner of Lot 12, Block 1, of Sunset 2nd Addition;
thence southerly to the SE corner of Lot 12, Block 1, of Sunset 2nd Addition;
thence southwesterly to the NE corner of Lot 1, Block 4, of Sunset 2nd Addition;
thence southerly to the SE corner of Lot 1, Block 1, of Thunderbird Village 1st Addition;
thence southeasterly along the east line of Lots 2, 5, and 6 of the plat of Lots 1 through 8 of the
NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the SE
Corner of said Lot 6;
thence easterly along the north right of way line of E. Southridge Rd. to the east line of the NW
 $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11;
thence southerly along said east line to the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11;
thence easterly along said north line to the east line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township
83 North, Range 18 West of the 5th P.M.;
thence southerly along said east line to the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11,
Township 83, Range 18 West of the 5th P.M.;
thence easterly along the north line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 83 North,
Range 18 West of the 5th P.M. to the NE corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
thence southerly along the east line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13 to the south line of said
NW $\frac{1}{4}$ NW $\frac{1}{4}$;
thence westerly along south line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 13 township 83 north range 18
west of the 5th P.M. to the southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14 township 83 north
range 18 west of the 5th P.M.

thence westerly along south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 14 township 83 north range 18 west of the 5th P.M. to the southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14 township 83 north range 18 west of the 5th P.M.

thence westerly along south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 14 township 83 north range 18 west of the 5th P.M. to the southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 township 83 north range 18 west of the 5th P.M.

thence westerly along south line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 14 township 83 north range 18 west of the 5th P.M. to the southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 township 83 north range 18 west of the 5th P.M.

thence westerly along south line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 14 township 83 north range 18 west of the 5th P.M. to the southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15 township 83 north range 18 west of the 5th P.M.

thence westerly along south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. to the southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15 township 83 north range 18 west of the 5th P.M.

thence westerly along south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. to the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15 township 83 north range 18 west of the 5th P.M.

thence northerly along said west line to a point 341.4' south of the northwest corner on the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence westerly 673.0' bearing S 89° 10' W;

thence northerly to a point 617.4' east of the northeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M. along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence westerly 66' along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence southerly 353.4' bearing S 5° 38' E;

thence westerly to a point 379.7' south of the northwest corner, along the west line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 15 township 83 north range 18 west of the 5th P.M.;

thence northerly along said west line to the NW corner of section 15 township 83 north range 18 west of the 5th P.M.;

thence north along the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 9 township 83 north range 18 west of the 5th P.M.;

thence east along the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 289.96';

thence south to the northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence easterly along the north lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13 to the northeast corner of lot 13 of Block 3, Pioneer Village First Addition to Marshall;

thence southeast to the northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence southeast to the northeast corner of lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence east to a point along the east line of Pioneer Village First Addition to Marshall, 195' north of the southeast corner of the South Fourteenth St. Right of Way of Pioneer Village First Addition to Marshall.

thence north along said east line to the southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence east along the south line of Rolling Meadows 2nd Addition to Marshall to the southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence south to the northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of section 10 township 83 north range 18 west of the 5th P.M.;

thence east to a point 302.6' north of the southwest corner, along the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;

thence northerly 138.1' along said west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 North Range 18 west of the 5th P.M.;

thence easterly a distance of 513 feet bearing N 87° 45½' E;

thence southerly a distance of 162 feet bearing approximately S 2° 00' E to the south line of Lot 1 of the Subdivision of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;

thence east along said south line of lot 1 to the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;

thence northerly along said east line to the northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;

thence easterly along the north line of said section to northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 township 83 north range 18 west of the 5th P.M.;

thence easterly a distance of approximately 1,018.97' along the south line of South Pointe 1st Addition including Outlot "X" to the southeasterly corner of said addition located along the south line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 township 83 north range 18 west of the 5th P.M.;

thence northwesterly along the east lines of South Pointe 1st Addition including Outlot "X";

thence westerly along the north line of South Pointe 1st Addition including Outlot "X" to the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 township 83 north range 18 west of the 5th P.M.;

thence northerly along the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 township 83 north range 18 west of the 5th P.M. to the north right of way line extended of W. Hibbs Blvd.;

thence easterly along said northerly right of way line also being the south lines of Glenwood 1st Addition Lots 1 thru 7 to the SE corner of Lot 7 of said addition;

thence northerly along the easterly line of Glenwood 1st Addition Lot 7 to the easterly line of Ray 2nd Addition;

thence northeasterly along the east lines of Ray 1st and 2nd Additions to the south line of Commerce 3rd Addition also the south right of way line of Nicholas Dr.;

thence easterly along said south line to the centerline of South 2nd St.;

thence northerly along the South 2nd St. centerline to the centerline of W. Southridge Rd.;

thence easterly along said centerline to the west line of Lot 2 extended of the subdivision of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;

thence northerly along said west line of Lot 2 extended to the northwest corner of Lot 2 of Lot 3 of Lot 1 of the subdivision of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;

thence easterly 10 feet along the south line of said Lot 2 of Lot 3 of Lot 1;

thence northerly along the east line of the west 10 feet of Lot 2 of Lot 3 of Lot 1 and of the westerly 10 feet of Lot 2 of Lot 2 of Lot 1 extended to the centerline of Westwood Drive all in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11 township 83 north range 18 west of the 5th P.M.;

thence easterly along said centerline to the west line extended of Lot 14 of the subdivision of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 83 North, Range 18 West of the 5th P.M.;

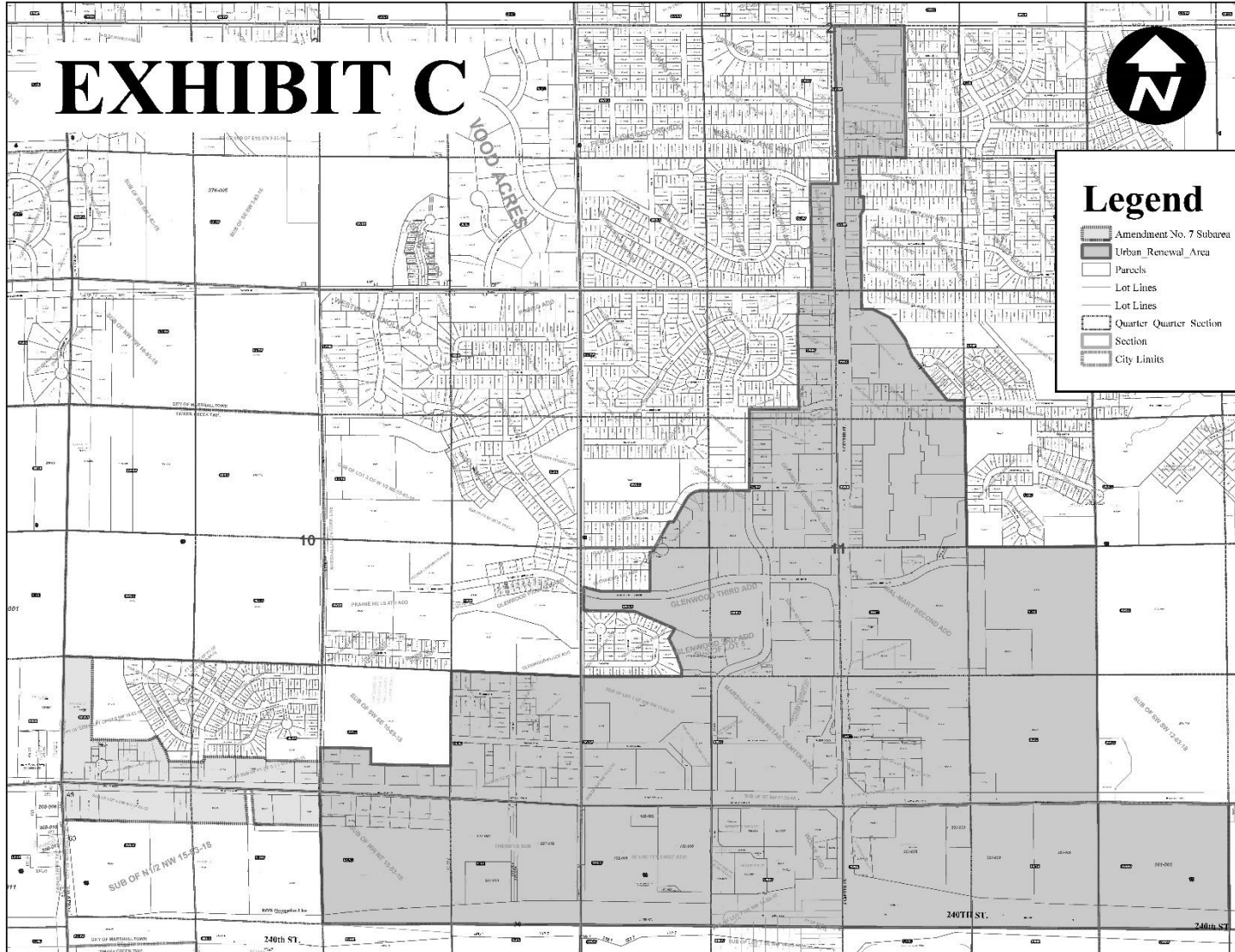
thence north along the west line of Lots 4 through 14 of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the centerline of Santa Barbara Drive;

thence easterly along said centerline to the centerline of South Center Street;

thence northerly along said centerline to the centerline of West Olive Street and point of beginning.

EXHIBIT C

MAP OF MARSHALLTOWN URBAN RENEWAL AREA NO. 3, AS AMENDED



RESOLUTION NO. _____

Setting date for public hearing on Amendment No. 7 to urban renewal plan for Marshalltown Urban Renewal Area No. 3

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

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

WHEREAS, Amendment No. 7 to the urban renewal plan for the Urban Renewal Area has been prepared which proposes to add property to the Urban Renewal Area and which describes a proposed economic development agreement between the City and TC Casady Property, LLC (the “Developer”), in connection with the development of a commercial building in the Urban Renewal Area, pursuant to which the City would rebate the incremental property taxes to be paid by the Developer, for a period of ten years, in an amount not to exceed \$250,000, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 11th day of June, 2018, at 5:30 o’clock p.m., at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

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

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City shall hold the consultation process which is required under that section of the urban renewal law, and the City Administrator is designated as the City’s representative for such process.

Section 4. The proposed amendment is hereby directed to be submitted to the City Plan and Zoning Commission, pursuant to Section 403.5 of the Code of Iowa,

Passed and approved the 14th day of May, 2018.

Mayor

Attest:

City Clerk

NOTICE OF HEARING ON AMENDMENT NO. 7 TO URBAN RENEWAL
PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Council Chambers, Marshalltown, Iowa, on the 11th day of June, 2018, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 3 to add property to the Urban Renewal Area consisting of the right-of-way of Iowa Avenue West from the western city limits to South 12th Street and all parcels of property that abut either side of this portion of the right-of-way, and to designate a new urban renewal project related to a proposed economic development agreement between the City and TC Casady, LLC related to the construction of a commercial building, pursuant to which the City would rebate the incremental property taxes to be paid for a period of ten years, in a maximum amount not to exceed \$250,000.

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Shari Coughenour
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE 2018 MICROSURFACING PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA BEING PROJECT NO. STR 18001
IN THE AMOUNT OF \$356,332.12

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 2018 Microsurfacing Repair Project, being Project No. STR 18001, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Fahrner Asphalt Sealers, LLC Dubuque, IA	\$356,332.12

After consideration of all bids filed, there was determined by the Council that the bid of Fahrner Asphalt Sealers of Dubuque, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Fahrner Asphalt Sealers of Dubuque, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Three Hundred Fifty-Six Thousand Three Hundred Thirty-Two and .12/100 (\$356,332.12) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 14th day of May, 2018, and signed this _____ day of May, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

May 9, 2018

To: Mayor Joel Greer
Members of the City Council

From: Justin Nickel
Public Works Director

Re: Accept Bid and Award Construction Contract – Fahrner Asphalt Sealers, LLC for the 2018 Microsurfacing Project (STR 18001) in the amount of \$356,332.12.

Policy Issue: City policy requires Governing Body approval of agreements when consideration exceeds \$36,000.

Recommendation: Staff recommends accepting the bid and awarding the construction contract to Fahrner Asphalt Sealers, LLC for the 2018 Microsurfacing project for an amount equal to \$356,332.12. The Engineers Estimate of probable cost was \$404,658.10.

Background: Construction includes crack sealing, joint leveling, and Microsurfacing along 6th St from Iowa Ave. West to N. Center St.

Budget Impact: This project will be funded with Road Use Tax revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

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



MARSHALLTOWN

I O W A

May 14, 2018

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Tax Sale Certificates

Policy Issue: Marshall County provided City staff with a list on properties, which are delinquent on their property taxes. The City has the authority to request tax sale certificates for properties with delinquent property taxes. With the assistance of the Code Enforcement Inspector, the following properties were identified as either abandoned/vacant and/or an ongoing public nuisance property, which should be considered.

Recommendation: Request the tax certificates for the following properties:

- Parcel number 8418-26-481-004 with an address of 503 Bromley Street;
- Parcel number 8418-26-404-003 with an address of 5 E North Street;
- Parcel number 8418-35-302-009 with an address of 519 S 5th Street;
- Parcel number 8418-36-380-012 with an address of 1001 S. 10th Avenue;
- Parcel number 8418-28-481-008 with an address of 112 N. 18th Street;
- Parcel number 8318-02-205-016 with an address of 101 E. Ferner Street;
- Parcel number 8418-26-277-001 with an address of 719 N 4th Avenue;
- Parcel number 8418-26-403-030 with an address of 402 N 3rd Avenue;

Background: Acquiring properties through this process allows us to take possession of a problem property and move forward with removal if necessary to improve neighborhoods.

Budget Impact: The City would be releasing any assessments against the property by the City and be responsible for the assignment of a tax certificate fee.

Attachment: Resolution

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST
ASSIGNMENT OF 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 the following tax certificates:

- _____ held by Marshall County for parcel number 8418-26-481-004 with an address of 503 Bromley Street;
- _____ held by Marshall County for parcel number 8418-26-404-003 with an address of 5 E North Street;
- _____ held by Marshall County for parcel number 8418-35-302-009 with an address of 519 S 5th Street;
- _____ held by Marshall County for parcel number 8418-36-380-012 with an address of 1001 S. 10th Avenue;
- _____ held by Marshall County for parcel number 8418-28-481-008 with an address of 112 N. 18th Street;
- _____ held by Marshall County for parcel number 8318-02-205-016 with an address of 101 E. Ferner Street;
- _____ held by Marshall County for parcel number 8418-26-277-001 with an address of 719 N 4th Avenue;
- _____ held by Marshall County for parcel number 8418-26-403-030 with an address of 402 N 3rd Avenue; and

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 14th day of May, 2018, and signed this _____ day of May, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE
2018 MICROSURFACING REPAIR PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA, BEING PROJECT NO. STR 18001 IN THE AMOUNT OF \$356,332.12

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Fahrner Asphalt Sealers LLC. of Dubuque, Iowa, for construction of the 2018 Microsurfacing Project, Project No. STR 18001, as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Fahrner Asphalt Sealers, LLC. of Dubuque, Iowa, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Fahrner Asphalt Sealers, LLC. of Dubuque, Iowa, duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. STR 18001, the 2018 Microsurfacing Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 14th day of May 2018, and signed this _____ day of May 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT FOR EQUIPMENT PURCHASE FOR THE
POLICE AND FIRE HEADQUARTERS PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA, BEING PROJECT NO. BLD 17001

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Midwest Storage Solutions, for equipment purchases for the Police and Fire Project, Project No. BLD17001, as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said equipment, and,

WHEREAS the said Midwest Storage Solutions, has executed a contract for the equipment of said purchases, and that the said contract is now before this Council for final approval.

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

That the contract of Midwest Storage Solutions, duly executed by said company and the performance of said contract, duly executed by said company, are now filed with the City Clerk for the purchase of equipment as fully set forth in the plans and specifications for Project No. BLD17001, the Police and Fire Headquarters Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 14th day of May 2018, and signed this ____ day of May 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Midwest Storage Solutions
2973 100th St. STE 1
Urbandale, IA 50322



Innovative Solutions for Today's Public Safety Storage Needs

Proposal Prepared for:



Marshalltown Police Department
22 N Center St.
Marshalltown, IA 50158

Prepared by:

Matt Jones
Midwest Storage Solutions, Inc. – Spacesaver®

Midwest Storage Solutions, Inc. – Spacesaver®
2973 100TH St. STE 1 | Urbandale, IA 50322
T: (515) 897-0700 | C: (319) 830-6277 | mattj@mss-1.com | www.midweststoragesolutions.com

Proposed Solution

To provide the Marshalltown Police Department with a “turnkey” storage solution for the Files/Records storage, Evidence storage, Lockers & Shelving to outfit their new police department. Midwest Storage Solutions will provide, deliver and install all material (investment details listed below).

EXISTING STORAGE CAPACITY & GROWTH

FILES & RECORDS

EXISTING CAPACITY

Per a complete site survey of the existing files & records there's currently a total of **7,720 linear filing inches**. This comprises 5,545lfi for Incident Files & 2,175lfi for OCA's

PROPOSED CAPACITY – ECLIPSE POWERED

The Eclipse Powered High Density Mobile System can (when fully equipped with all carriages) provide a total of 19,044 Linear filing inches. This is an increase of **11,324lfi** or a **147%** increase in filing capacity.

EVIDENCE STORAGE

EXISTING CAPACITY

Per a complete site survey of the existing evidence storage there's currently a total of **725 cubic storage feet**.

PROPOSED CAPACITY – ECLIPSE POWERED

The Eclipse Powered High Density Mobile System can (when fully equipped with all carriages) provide a total of 3,381 cubic storage ft. This is an increase of **2,656csf** or a **360%** increase in storage capacity.

HIGH DENSITY MOBILE SYSTEM

Eclipse Powered

MODE OF OPERATION:

Spacesaver's "Eclipse" HD mobile storage system offers fully powered operation with safety features. The system features easy to use LCD push-button controls that move each carriage or multiple carriages at a time (regardless of size of handicap), allowing the desired aisle to open. The operating status of the system is clearly displayed on the control head via LED display.



SAFETY:

The design flexibility of Spacesaver's Programmable Electric system allows an opening aisle to continue to open to the full width and then lock in position after the user has entered the system. More importantly, should a user enter a closing aisle by mistake, the system will stop all carriage movement via ["Aisle Entry Sensors"](#) mounted at each aisle on the edge of the system's face panels.

In addition to the Aisle Entry Sensors, the proposed system is equipped with Spacesaver's standard ["Photosweep"](#) safety system. This safety system features an infrared beam located in each aisle; $\frac{3}{4}$ " above the floor that scans the entire length of the carriage for any obstructions that might be in the closing aisle. Should the beam be interrupted, the carriage or carriage(s) will be immediately stopped and the reset button will need to be pushed.

DRIVE SYSTEM:

Spacesaver's "Line Shaft Drive System" provides a state of the art wheel assembly which incorporates a highly engineered ductile iron wheel and custom load distributing bearing assembly designed specifically for high density mobile carriages to deliver smooth easy carriage movement and long system life.

GUIDANCE SYSTEM:

Midwest Storage Solutions recommends that the guidance for this high density mobile system be Spacesaver's Center Flange Guidance System. Spacesaver's center flange guidance system features precision machined and balanced wheels with a center flange design that works with the center grooved rail to provide a high-quality guidance system with no wheel guidance gaps in the floor.

RAIL SYSTEM:

The rail will be 'recessed' into the concrete and supported by Spacesaver's [anti-tip B-rail system](#) with narrow wheel guidance gaps.

LOCKERS

Men's Lockers Room (P150):

(38) F2: 18''^W x 24''^D x 72''^H Equipped with sloped top, external drawer with bench and standard hanger shelf

- a) Electrical power & data connection knockouts
- b) Body armor drying rack (inside external drawer)
- c) Boot mat
- d) 3-hook hanger bar

(2) F2 ADA compliant lockers.

Women's Lockers Room (P147):

(14) F2: 18''^W x 24''^D x 72''^H Equipped with sloped top, external drawer with bench and standard hanger shelf

- a) Electrical power & data connection knockouts
- b) Body armor drying rack (inside external drawer)
- c) Boot mat
- d) 3-hook hanger bar

(1) F2 ADA compliant locker.

(4) F6: 2-Tier **Fully Welded** Lockers with garment rod. 15''^W x 24''^D x 72''^H

(1) F6 ADA compliant 2-Tier **Fully Welded** locker.

SWAT Room (P113):

(13) F4: 24''^W x 24''^D x 72''^H Equipped with external drawer and standard hanger shelf

- a) Electrical power & data connection knockouts
- b) Boot mat
- c) Standard/louvered shelf
- d) 3-hook hangar bar

DISPATCH Room (P235):

(8) 2-tier lockers: 12''^W x 12''^D x 72''^H

Midwest Storage Solutions, Inc. – Spacesaver®

2973 100TH St. STE 1 | Urbandale, IA 50322

T: (515) 897-0700 | C: (319) 830-6277 | mattj@mss-1.com | www.midweststoragesolutions.com

4-POST SHELVING

Spacesaver utilizes a 22-gauge “powder coated” steel shelving and is easily adjustable on 1 ½” centers and requires no nut or bolt construction. All shelving is available in a variety of colors. Dividers, drawers and doors can be added to existing shelving, which makes Spacesaver shelving a long-term investment for all storage needs.

Ammo Room (P152)

(2) 42x18ammo = 85 ^{1/4}”^H x 48”^W x 18”^D with base shelf, top shelf and 5 adjustable steel shelves
-Equipped with HD shelving and HD supports

Armory Room (P153)

(6) 36x18 L = 85 ^{1/4}”^H x 36”^W x 18”^D with base shelf, top shelf and 2 adjustable steel shelves
-Equipped with ‘Weapons Rack III’ long gun holder

Long Guns Room (P115)

(2) 48x18 L = 85 ^{1/4}”^H x 48”^W x 18”^D with base shelf, top shelf and 2 adjustable steel shelves
-Equipped with ‘Weapons Rack III’ long gun holder

Narcotics Room (P119)

(8) 48x18 A = 85 ^{1/4}”^H x 48”^W x 18”^D with base shelf, top shelf and 5 adjustable steel shelves

Firearms Room (P118)

(3) 30x18 M = 85 ^{1/4}”^H x 48”^W x 18”^D with base shelf, top shelf and 2 adjustable steel shelves
-Equipped with back support and dividers for storing ‘boxed guns’

(4) 48x18 L = 85 ^{1/4}”^H x 48”^W x 18”^D with base shelf, top shelf and 2 adjustable steel shelves
-Equipped with ‘Weapons Rack III’ long gun holder

EVIDENCE LOCKERS

Evidence Intake (P116)

- (1) EPT-03 Pass Thru Evidence Locker
- (2) EPT-02 Pass Thru Evidence Locker, equipped with 1 mail slot
- (1) EPT-16R Pass Thru Evidence Locker, equipped with refrigerated unit
- (1) DSM DC-1 Blood Drying Cabinet

Investment Details

Total Investment: \$226,834.43 (NJPA contract 031715-KII, Freight & Installation Included)
25% deposit required to secure pricing for future delivery.

FACTORY TRAINED TECHNICIANS

All of our technicians are factory trained, certified, and insured. Unlike many other companies who use sub-contracted labor, OUR technicians are full time employees. All technicians wear our company's approved uniforms and follow the conditions in our written safety program.

PROJECT MANAGEMENT

Upon receipt of every order, a project manager is assigned to insure single point responsibility. Spacesaver's shipping dates are monitored on a daily basis to insure on time delivery. If there is a schedule change we will notify you before the fact.

We at Midwest Storage Solutions want to be your storage system supplier. We appreciate the opportunity to provide The Marshalltown Police Department with this proposal. We want your business the old-fashioned way and we'll earn it by providing you with value-oriented products and on-time delivery.

Prepared By:

Matt Jones

Iowa Territory Manager

Midwest Storage Solutions, Inc. – Spacesaver®

Midwest Storage Solutions, Inc. – Spacesaver®
2973 100TH St. STE 1 | Urbandale, IA 50322
T: (515) 897-0700 | C: (319) 830-6277 | mattj@mss-1.com | www.midweststoragesolutions.com



Midwest Storage Solutions, Inc.

Innovative Solutions for Mid-America's Courthouse Storage Needs!

Date: May 9th, 2018

RE:

Marshalltown Police & Fire Headquarters

Spacesaver Storage Solution's Package

Re: MSS Project #08523

Dear Honorable Members of the City Council:

This certifies that the City of Marshalltown, Iowa, accepts our Proposal & Proposed Storage Layouts as submitted to both Chief Michael Tupper and Mr. Justin Nickel on March 5th, 2018 in the amount of Two-Hundred twenty-six thousand eight-hundred thirty-four dollars and forty-three cents (**\$226,834.43**). **Sales tax is NOT included.**

The above investment is priced per Spacesaver® Corporation's NJPA contract #031715-KII and includes **all** materials, services, design and engineering, loading and unloading of all materials, complete installation, system clean up, and a 1st year All Inclusive Warranty on parts & labor.

- As stated in our proposal, a 25% deposit is required with the formal contract-acceptance. This is to secure the quoted & accepted steel pricing for future delivery; as well as to secure the manufacturing and installation schedule on our calendar.
- Please note modifications can still be made to the design if necessary per customer request. (**Note:** Modification Requests must be made 4 weeks prior to the planned manufacturing date of the shelving/components)

Respectfully,

Taylor L. Gilbreath, CEO

Midwest Storage Solutions, Inc.

Approval Signature: _____

Print Name: _____ Date: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2018

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

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

PRODUCER INSPRO Insurance, Inc. 12702 Westport Parkway, Suite #200 LaVista, NE 68138 402 333-5700		CONTACT NAME: Christine Henry PHONE (A/C, No, Ext): 402-333-5700 E-MAIL ADDRESS: chenry@insproins.com FAX (A/C, No): 402-333-0633	
		INSURER(S) AFFORDING COVERAGE INSURER A : Le Mars Mutual Insurance Company	
		NAIC # 14389	
INSURED Midwest Storage Solutions Inc, Moduflex 5845 S 118th Circle Omaha, NE 68137-3564		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Primary Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	CPR9025871	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CLR9025871	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	CXR9025871	01/01/2018	01/01/2019	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC9025871	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Midwest Storage Solutions, Inc. will provide all Spacesaver brand high-density shelving, evidence lockers, personal duty lockers, and all other storage items as outlined in their accepted proposal dated march 5th, 2018.

CERTIFICATE HOLDER

CANCELLATION

City of Marshalltown
Attn: Justin Nickel
24 N. Center Street
Marshalltown, Iowa. 50158

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

AUTHORIZED REPRESENTATIVE

Gaffney St. Gorgenson

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RESOLUTION CREATING A PARTIAL REIMBURSEMENT PROGRAM FOR CITY-ORDERED SIDEWALK IMPROVEMENTS

WHEREAS, the City of Marshalltown desires to be a walkable community for people of all ages and abilities; and

WHEREAS, the City of Marshalltown also has the authority under Iowa Code and the City of Marshalltown Code of Ordinances to order sidewalk improvements when warranted; and

WHEREAS, the City will begin proactively addressing sidewalk condition issues in 2018 and beyond, and would like to provide some incentive for owners to make the improvements when ordered rather than the City having to complete the improvements and then assess the cost to the property;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that all City-ordered sidewalk repairs are eligible for a reimbursement of fifty (50) percent of the cost, not to exceed \$500, which must be applied for by the property owner once the City has conducted a final inspection and approved the sidewalk improvement; and

BE IT FURTHER RESOLVED, a budget of \$30,000 is hereby set for the fiscal year beginning July 1, 2018, to come from the Road Use Tax Fund.

Passed this 14th day of May, 2018, and signed this ____ day of May, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: May 9, 2018
RE: Reimbursement for Sidewalk Repairs

Policy Issue: Council must set budgets for the expenditure of funds

Recommendation: To approve the resolution as proposed

Background: The City Council set a strategic priority in 2018 of sidewalks, which is a complex issue consisting of not only areas where sidewalks do not exist but also addressing condition issues of existing sidewalks. Those condition issues are the responsibility of the adjoining property owner, and the City can order sidewalk improvements should a sidewalk represent a hazard. Should an owner not complete the ordered sidewalk repair, the City can complete the repair and assess the costs to the property.

Previous discussions with the Council presented the idea of a reimbursement or incentive for people to voluntarily make repairs to sidewalks when ordered versus having the City complete the repair. The last discussion at the April 23rd meeting was that some reimbursement with a maximum dollar and percentage of project would be suitable. Therefore the proposed reimbursement of \$500 or 50% of project costs meets those needs and provides a possible estimate from which to work from.

Sidewalk assessments have not started but likely will start in May 2018, and will hopefully be completed mostly by volunteers.

Budget Impact: Estimated at \$30,000 (60 reimbursements) for fiscal year 2018; better estimates will be available after assessment of sidewalks begin.

Attachment: None

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





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

FINANCE DEPARTMENT

May 10, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Second FY18 Budget Amendment

Policy Issue: The Council must approve the FY18 amended budget documents but a public hearing is required first.

Recommendation: Consider proposed amended budget for the current fiscal year at the May 14, 2018 meeting and set public hearing for May 29, 2018 at 12 p.m. (noon).

Background: In order to not exceed budgeted amounts by activity categories, a budget amendment is needed. There have been new developments that have occurred since the first budget amendment in March. These include new revenues and related expenses for the skatepark, lifeguard training, Alliant rebates, insurance proceeds, and repairs reimbursable from a grant. Council also approved local option sales tax dollars to be used for the CivicRec software, an early hire of a police officer, and design/engineering expenses for the bike trail which are now being budgeted. Expenditures have also been re-allocated between activities now that we are closer to the end of the fiscal year and have a better estimate of costs (i.e. retirements, liability insurance premiums, staff time dedicated to certain projects, repairs, etc.) Since these items were not budgeted during the first budget amendment approved in March, it is now necessary to have a second budget amendment.

When reviewing the attached document, remember that Marshalltown Water Works is part of our budget for state reporting purposes. They have no further changes since the first budget amendment. Their amended budget in March consisted of \$5,109,101 in revenues and \$4,651,938 in expenditures. This generated a projected fund balance of \$3,396,556.

Attachment:

FY18 Second Budget Amendment City of Marshalltown including Water Works

cc: Jessica Kinser, City Administrator

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



2018-__

**RESOLUTION SETTING PUBLIC HEARING PRIOR TO APPROVING THE
SECOND AMENDED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2018**

WHEREAS City Council desires to set a public hearing prior to approving the Second Amended Budget for Fiscal Year ending June 30, 2018; and

WHEREAS the budget amendment does not change the property tax levy in the current fiscal year, which is currently \$15.28158 per \$1,000 of taxable property valuations; and

WHEREAS the budget amendment is needed to increase the spending authority due to increased revenues received this fiscal year from new grants, reimbursements etc. and for other projects the Council has approved to use local option sales tax dollars for; and

WHEREAS the city has other expenses that need to be reallocated between government activities based on projected retirements, general insurance premiums, staff time spent on certain projects, repairs, etc. that were not known at the time of the first budget amendment; and

WHEREAS the City Council finds that setting the public hearing is in the best interest of the City of Marshalltown.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that the Second Budget Amendment for Fiscal Year ending June 30, 2018, be set for public hearing on May 29, 2018 at 12 p.m. (noon), during a scheduled session of the Council.

PASSED this 14th day of May, 2018, and signed this ____ day of May, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2017-2018 CITY BUDGET

The City Council of Marshalltown in MARSHALL County, Iowa
 will meet at City Council Chambers
 at 12 P.M. (Noon) on 5/29/2018
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2018
(year)
 by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	11,436,367		11,436,367
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	11,436,367	0	11,436,367
Delinquent Property Taxes	4	0		0
TIF Revenues	5	185,519		185,519
Other City Taxes	6	5,456,848		5,456,848
Licenses & Permits	7	268,775		268,775
Use of Money and Property	8	449,072		449,072
Intergovernmental	9	9,214,827	8,500	9,223,327
Charges for Services	10	14,422,111		14,422,111
Special Assessments	11	11,000		11,000
Miscellaneous	12	1,041,857	59,345	1,101,202
Other Financing Sources	13	13,021,229		13,021,229
Transfers In	14	12,058,871	18,500	12,077,371
Total Revenues and Other Sources	15	67,566,476	86,345	67,652,821
Expenditures & Other Financing Uses				
Public Safety	16	10,627,924	26,500	10,654,424
Public Works	17	4,110,689	52,000	4,162,689
Health and Social Services	18	741,913	27,500	769,413
Culture and Recreation	19	3,031,070	43,295	3,074,365
Community and Economic Development	20	2,244,770	6,770	2,251,540
General Government	21	1,947,583	-65,770	1,881,813
Debt Service	22	4,424,418		4,424,418
Capital Projects	23	14,187,102	10,000	14,197,102
Total Government Activities Expenditures	24	41,315,469	100,295	41,415,764
Business Type / Enterprises	25	14,775,387		14,775,387
Total Gov Activities & Business Expenditures	26	56,090,856	100,295	56,191,151
Transfers Out	27	12,058,871	18,500	12,077,371
Total Expenditures/Transfers Out	28	68,149,727	118,795	68,268,522
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-583,251	-32,450	-615,701
Beginning Fund Balance July 1	30	41,176,122		41,176,122
Ending Fund Balance June 30	31	40,592,871	-32,450	40,560,421

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

*Revenue increases are the result of new grants, reimbursements, or transfers.

**Expenditure increases are related to new revenues, reallocation of budgeted dollars between activities, and Council designated local option sales tax dollars approved since the last budget amendment.

***The net change of \$32,450 consists of \$13,950 for Recreation software, \$8,500 for early hire of a police officer, and \$10,000 bike trail design and engineering and will be funded by local option sales tax.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Diana Steiner, Finance Director

City Clerk/ Finance Officer Name

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL
PROJECT NO. 53511029**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 23rd day of April 2018, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 1222 Oxford Avenue, Liscomb, Iowa, property hereinafter described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2017-00006842 in the records of Marshall County, Iowa so the property owner may refinance his mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 23rd day of April 2018, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 2018, and signed this _____ day of _____ 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD
HAZARD CONTROL PROJECT NO. 53511029**

WHEREAS the owners of a property located at 1222 Oxford Avenue, Liscomb, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

WHEREAS the nature of the Marshalltown Lead Hazard Control Program is to provide qualifying applicants with forgivable loans for the purpose of eliminating residential lead-based paint hazards; and

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2017-00006842 in the records of Marshall County, Iowa; and

WHEREAS the owner of said property wishes to refinance the property, which refinancing requires the city's liens to be subordinated to the new mortgage agreement; and

WHEREAS such a subordination may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa, thus necessitating a proposed resolution and public hearing.

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

Section 1. The City of Marshalltown, Iowa by this Tentative Resolution proposes to consent to the filing of the attached Subordination Agreement, which is incorporated and made part of this resolution.

Section 2. The attached Subordination Agreement, shall be for real property located at 1222 Oxford Avenue, Liscomb, Iowa described as follows:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 14th day of May 2018, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this _____ day of _____ 2018, and signed this _____ day of _____ 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Christopher & Mary Fuchsen are the owners of the following described premises:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2017-00006842 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS Compass Mortgage Inc. has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Compass Mortgage Inc.; and

The City of Marshalltown further acknowledges the mortgage of Compass Mortgage Inc. as a first and prior lien upon said premises, not to exceed \$99,100.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of Compass Mortgage Inc. and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2018 before me, a Notary Public, appeared Joel T.S. Greer, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: April 23, 2018

RE: Subordination agreement for forgivable loan provided for property located at
1222 Oxford Avenue, Liscomb, Iowa, 50148

The owners of a property located at **1222 Oxford Avenue, Liscomb, Iowa, 50148** participated in the City of Marshalltown Lead Hazard Control Program wherein he received assistance to eliminate lead hazards in his property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 33.3% each year after the completion of lead hazard control assistance until the end of the third year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owner of the property listed above has approached his lending institution with a request to refinance their mortgage to make home improvements. The Amount that will be refinanced is \$99,100. The appraised value of the property is \$155,000. Originally \$18,500 in grant funds were used in the remediation of lead hazards with \$18,500 (100%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for May 14, 2018.

If you have questions, please contact Michelle Spohnheimer at 754-5756 or e-mail mspohnheimer@marshalltown-ia.gov.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

Property Address:	1222 Oxford Avenue Liscomb, IA 50148
Date of Completion:	11/16/17
Current Mortgage Amount:	\$53,092
Original Lien Amount:	\$18,500
% of Lien Forgiven:	0%
Remaining Balance on Lien:	\$18,500
New Mortgage Amount:	\$99,100
Appraised Value:	\$155,000
Lien plus New Mortgage:	\$117,600
Difference:	\$37,400
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.	

Housing & Community Development
 36 North Center Street, Marshalltown, IA 50158
 Tel. (641) 754-6583 - Fax (641) 754-5742

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE IOWA RIVER TRAIL PHASE 3 PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. TRL17001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Iowa River Trail Phase 3 Project, Project No. TRL17001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No TRL 17001, being the Iowa River Trail Phase 3 Project in the city of Marshalltown, Iowa.

Passed this 14rd day of May, 2018, and signed this ____ day of May, 2018.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ORDINANCE ADOPTING THE NATIONAL FIRE PROTECTION
ASSOCIATION 70 - 2014 NATIONAL ELECTRIC CODE AS THE
CITY OF MARSHALLTOWN ELECTRICAL CODE
EFFECTIVE

WHEREAS the State of Iowa is adopting the 2017 National Electric Code effective ; and

WHEREAS the City of Marshalltown licenses Electrical Contractors, Journeymen Electricians, and issues Electrical Permits; and

WHEREAS the City Council finds the adoption of the 2017 National Electric Code is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 11-4 and enacting the following as a substitute:

"11-4. The 2017 National Electrical Code as recommended by the National Fire Protection Association is hereby adopted in full, by reference, specifically the National Electrical Code, 2017 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, except as amended by Section 11-5."

Section 2. Section 11-5. Amendments to the Current National Electric Code, be repealed and enacting the following as a substitute:

With the exception that Rule 661-504.1 (103) be rescinded and adopt in lieu thereof the following new rule.

661—504.1(103) Installation requirements. The provisions of the National Electrical Code, 2017 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, are adopted as the requirements for electrical installations performed by persons licensed pursuant to 661—Chapters 500 through 503 and to installations subject to inspection pursuant to Iowa Code chapter 103 with the following amendments.

504.(1) Add the following exceptions to section 210.8, paragraph (A), subparagraph (2):

- a. Exception No.1 to (2): Receptacles that are not readily accessible>
- b. Exception No.2 to (2): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7), or (A)(8).
- c. Receptacles installed under the exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52 (G).

504.1(2) Add the following exceptions to section 210.8 (A)(5).

- a. Exception No.2 to (5): Receptacles that are not readily accessible.
- b. Exception No.3 to (5): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7) or (A)(8).
- c. Receptacles installed under the exceptions to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).

504.1(3) Eliminate the exception to the section 220.12 and instead implement the following exception;

Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.

504.1(4) Eliminate section 406.4(d)(4).

504.1(5) Eliminate section 210/12b/

This rule is intended to implement Iowa Code chapter 103.

Section 3. The Clerk of the City of Marshalltown shall publish the public hearing notice as required by law.

Section 4. That this ordinance shall be set for public hearing as by law provided on the 23rd day of April, 2018, and shall be in full force and effect after its passage and publication as provided by law.

Passed this day of , 2018, and signed this day of , 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the day of , 2018, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the day of , 2018.

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

DEPARTMENT OF PUBLIC WORKS

January 2 2018

To: **Mayor Joel Greer**
Members of the Marchalltown City Council

From: Dave Daters
City Electrical Inspector

RE: Adoption of the 2017 National Electric Code

Policy Issue: Adopting the latest electrical code requires Governing Eody Approval

Recommendation: Staff recommends adopting the 2017 National Electric Code

Background: The National Electric Code is updated every three years to modify and clarify existing rules. The State of Iowa has adopted the 2017 National Electric Code and to coincide with the State, the City should adopt the 2017 National Electric Code in its entirety with no exceptions.

Budget Impact: None

Attachments: None

Cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Mike Gowdy, Al Hoop,
Leon Lemar, Bill Martin, Bethany Wirin, Gabriel Isom





Joel Greer, 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

April 30, 2018

**To: Mayor Joel Greer
Members of the City Council**

**From: Anne Selness
Parks and Recreation Director**

Re: Bicentennial Park and Anson Park Land Exchanges

Policy Issue: For Council discussion

Recommendation: Staff think it is in the best interest of the City to move forward with a land exchange with the Marshalltown Schools. We would be accepting acreage at Bicentennial Park and exchanging acreage at Anson Park. If Council approves this land exchange - the legal description for four new parcels would be available at the May 29th meeting to set a public hearing on the disposal of three lots to MCSD and vacating two pieces of right-of-way, with the public hearings, resolutions and ordinances to do so happening on June 11th.

Background: Anson/Bicentennial Land Exchange

The soccer fields at Bicentennial Park have been used for years by the adult soccer league. These fields are maintained by the Marshall Community School District, and, they are no longer interested in maintaining this area for public use. The City has discussed with the School District, a land exchange at Anson Park for the soccer fields at Bicentennial Park. The school is already utilizing our parking lot for their busses at Anson and this additional land will give them a more functional and useable space for future school needs.

The Anson area that the school would be receiving from the City, includes some open land and a ball field. The ball field would still be available as a public practice field, so the City is not losing this amenity at this time. The ball field, according to the school district, is currently in poor condition and rarely used. When the School develops a long-term facilities plan in the future a larger community wide conversation will occur about recreational offerings such as tennis courts, ball fields and other likely shared properties available throughout the City.

Adding the soccer field land at Bicentennial Park gives the City an opportunity to expand this park on the west side of the community along with a 3.5 acre land donation. This land gift is very timely as we work to expand recreational opportunities on this side of the City.

City Council
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Leon Lamer, Bill Martin, Bethany Wirin



Our acceptance of the soccer fields at Bicentennial Park is in keeping with our goal of providing recreational opportunities for all ages and abilities in our diverse City. Loss of these fields would displace more than 20 adult teams who have not been able to find an alternative location to play. The 2018-2028 Park and Recreation Master Plan recommends that in the future we establish connections from the Bicentennial soccer fields to the playground equipment and add amenities such as a prairie path, a natural play scape and seating space with views to the soccer fields.

We think it is in the best interest of the City to move forward with this land exchange to consolidate properties and maximize School and City resources.

Budget Impact: No

Attachment: Yes

cc: Jessica Kinser, City Administrator

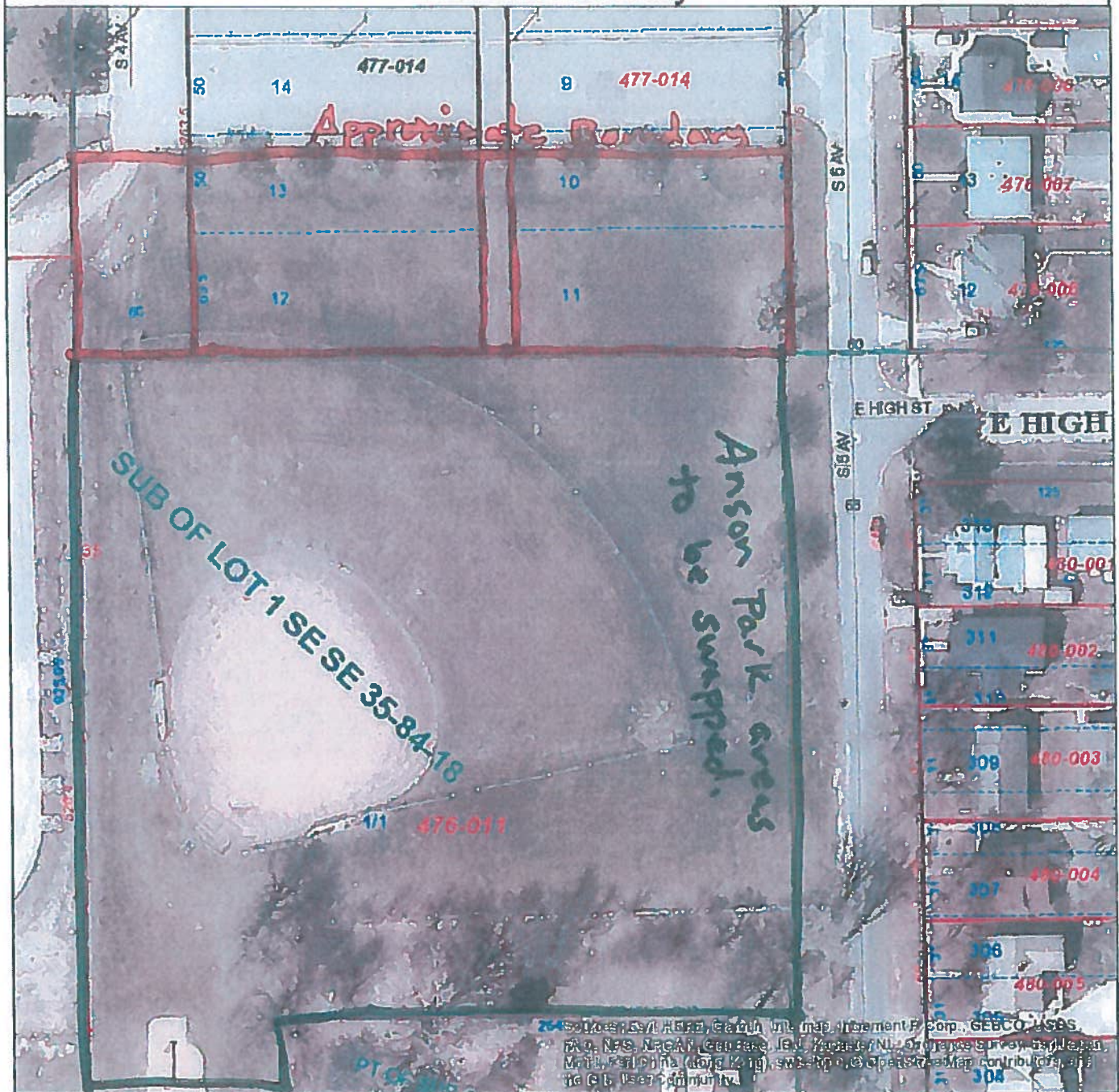
City Council
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Leon Lamer, Bill Martin, Bethany Wirin

Marshalltown



2012

Marshall County



Legend

Parcels	Mon Linear	Section Qtr Line	Primary Paved
cadastral_line	Parcel Line	Section Qtr Qtr Line	Primary Paved Ramp
<all other values>	Pol Twp Line	Sub Line 400	State Paved
Condo Line	Railroad Centerline	Unknown Linear	
Corp Line	Railroad ROW	Water Line	
County Line	Road ROW	ROADS_GEOCODED	
Lot Line	Section Line	<all other values>	
Misc Line		County Paved	



PURPOSE.

The purpose of this chapter is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement, or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the City.

DEFINITIONS.

For use in this chapter the following terms are defined:

1. "Broom finish" means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.
2. "Defective sidewalk" means any public sidewalk exhibiting one or more of the following characteristics:
 - A. Vertical separations equal to three-fourths ($\frac{3}{4}$) inch or more.
 - B. Horizontal separations equal to one (1) inch or more.
 - C. Holes or depressions equal to three-fourths ($\frac{3}{4}$) inch or more and at least four (4) inches in diameter.
 - D. Spalling over fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to one-half ($\frac{1}{2}$) inch or more.
 - E. Spalling over less than fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to three-fourths ($\frac{3}{4}$) inch or more.
 - F. A single square of sidewalk cracked in such a manner that no part thereof has a piece greater than one square foot.
 - G. A sidewalk with any part thereof missing to the full depth.
 - H. A change from the design or construction grade equal to or greater than three-fourths ($\frac{3}{4}$) inch per foot.
3. "Established grade" means that grade established by the City for the particular area in which a sidewalk is to be constructed.
4. "One-course construction" means that the full thickness of the concrete is placed at one time, using the same mixture throughout.
5. "Owner" means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, "owner" includes the lessee, if any.
6. "Portland cement" means any type of cement except bituminous cement.
7. "Sidewalk" means all permanent public walks in business, residential or suburban areas.
8. "Sidewalk improvements" means the construction, reconstruction, repair, replacement or removal, of a public sidewalk and/or the excavating, filling or depositing of material in the public right-of-way in connection therewith.
9. "Wood float finish" means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

RESPONSIBILITY FOR MAINTENANCE.

The owner of any lot or parcel thereof abutting upon any sidewalk on the city streets in the city shall maintain said sidewalk in state of good repair, free from cracks, holes and unevenness to that the sidewalk does not constitute a safety hazard. A state of sidewalk disrepair is hereby declared a public nuisance. The owner of any lot or parcels who fails to repair said sidewalk shall be liable to any person injured as a result of such failure and shall further save, defend, indemnify and hold harmless the City of

Marshalltown from and against any claim arising out of the failure to maintain said sidewalk.

CITY MAY ORDER REPAIRS.

If the abutting property owner does not maintain sidewalks as required, the City may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within thirty (30) days, and if such action is not completed within such time, the City may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d & e])

SIDEWALK CONSTRUCTION ORDERED.

The Council may order the construction of permanent or temporary sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the *Code of Iowa*.

(Code of Iowa, Sec. 384.38)

New sidewalks required.

A public sidewalk shall be constructed adjacent to any lot platted prior to January 1, 2001, at the time any of the following occur:

- a.) Construction of a new building is completed upon a vacant lot.
- b.) Construction or reconstruction of a building upon the lot which amounts to an increase in value of 50% or more of an existing structure.
- c.) Reconstruction of a building which has incurred 50% or more in damage.
- d.) The property owner shall pay for all costs for constructing all sidewalks required under this section.

(Ord. 14668, § 1, 2-26-01)

Deferments of New Sidewalk Construction

The construction of a sidewalk, as required by Section XXXX may be deferred for a specified period of time in a given instance. Applications for deferments must be submitted to the City Engineer, along with the established fee, as set by resolution. A deferment will be considered by staff if an applicant demonstrates one or more of the following criteria have been met:

- 1.) Where the location of the proposed sidewalk is not adjacent to a street which has or will have curb and gutter;
- 2.) Where the location of the proposed sidewalk has grade and drainage problems which would significantly interfere with the construction of the sidewalk at that location;
- 3.) Where the location of the proposed sidewalk is on non-residential or non-retail property adjacent to an existing street with curb and gutter, and grade and drainage problems would not significantly interfere with the construction of its sidewalk at that location, and the following conditions are met:
 - i.) No pedestrian generators exist in this location; or

ii.) The unique use of the property in conjunction with sidewalks or bike paths near the location allow for alternate pedestrian routes, unless the proposed sidewalk is needed to connect area residential property to other sidewalks in the area.

Should a deferment not be granted by City staff, the applicant can appeal this denial to the City Council.

Deferment Expiration and Repeal.

Deferments will expire automatically if the street adjacent to the deferred location is improved and curb and gutter is installed. If conditions supporting the deferment change, the City Engineer may administratively repeal the deferment. (Ord. No. 14779, § 1, 03-13-2006)

PERMIT REQUIRED.

No person shall remove, reconstruct or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City and shall be accompanied by a permit fee as set forth and established by Resolution of the City Council.

SIDEWALK STANDARDS.

Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be constructed in accordance with the City's standard specifications for Portland Cement Concrete Sidewalks and Driveways. All such work shall be done under the direction and supervision of and subject to inspection and approval of the City Engineer or other designee. If such work does not comply with the provisions of this chapter, the City Engineer or other designee, after notice to the property owner, shall cause the sidewalks to be constructed in the proper manner and assess the cost for such work against the abutting property for collection in the same manner as a property tax.

Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be of the following construction and meet the following standards.

(A) *Cement.* Portland cement concrete shall be the only cement used in the construction and repair of sidewalks.

(B) *Construction.* Sidewalks shall be of one-course construction, using State Department of Transportation Class C portland cement concrete.

(C) *Sidewalk base.* Concrete may be placed directly on compact and well-drained soil. Where soil is not well drained, a four-inch sub-base of compact, clean, coarse gravel, sand or cinders shall be laid. The adequacy of the soil drainage is to be determined by the city.

(D) *Sidewalk bed.* The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.

(E) *Length, width and depth.* Length, width and depth requirements are as follows:

- (1) Residential sidewalks shall be at least five feet wide and four inches thick, and each section shall be no more than four feet in length;
 - (2) Business district sidewalks shall extend from the property line to the curb. Each section shall be four inches thick and no more than six feet in length and width unless the City Engineer so directs; and
 - (3) Driveway areas shall be not less than six inches in thickness.
- (F) *Grade*. The City Engineer shall establish the sidewalk grade.
- (G) *Elevations*. The street edge of a sidewalk shall be at an elevation even with the curb at the curb or not less than one-half inch above the curb for each foot between the curb and the sidewalk.
- (H) *Slope*. All sidewalks shall have a maximum slope of 2% towards the curb.
- (I) *Finish*. All sidewalks shall be finished with a broom finish. All walks must be true to grade.
- (J) *Ramps for persons with disabilities*. There shall be not less than two curb cuts or ramps per lineal block which shall be located on or near the crosswalks at intersections. Each curb cut or ramp shall be at least 48 inches wide, shall be sloped at not greater than one inch of rise per 12 inches lineal distance, with a maximum cross slope of 2%. Each curb ramp shall include installation of detectable warning panels with truncated domes. All curb ramp installations should comply with the Iowa SUDAS Standard Specifications, Division 7, Section 7030.

LOCATION.

Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) one foot outside the property line, unless the Council establishes a different distance due to special circumstances.

BARRICADES AND WARNING LIGHTS.

Whenever any material of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it is the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved traffic control barricades, and to keep them lit during the entire night and to maintain said barricades both at night and in the daytime to secure the same. The party or parties using the street for any of the purposes specified in this chapter are liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with provisions hereof.

FAILURE TO REPAIR OR BARRICADE.

It is the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent, to notify the City immediately in the event of failure or inability to make

necessary sidewalk improvements or to install or erect necessary barricades as required by this chapter.

ENCROACHING STEPS.

It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

OPENINGS AND ENCLOSURES.

It is unlawful for a person to:

(A) *Stairs and railings.* Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.

(B) *Openings.* Keep open any cellar door, grating or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public; and/or

(C) *Protect openings.* Neglect to properly protect or barricade all openings on or within six feet of any sidewalk.

INTERFERENCE WITH SIDEWALK IMPROVEMENTS.

No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice provided by this chapter.

FIRES OR FUELS ON SIDEWALKS.

It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.

DEFACING.

It is unlawful for a person to scatter or place any paste, paint or writing on any sidewalk.
(*Code of Iowa, Sec. 716.1*)

DEBRIS ON SIDEWALKS.

It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal or vehicle.

(*Code of Iowa, Sec. 364.12 [2]*)

MERCHANDISE DISPLAY.

It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three (3) feet of the sidewalk next to the building be occupied for such purposes.

SALES STANDS.

It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables or other substances or commodities on any sidewalk without first obtaining a written permit from the Council.