

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JULY 9, 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 Distinguished Service Award Presentations - Sgt. Sadie Weekley, Officer Randy Kessler & Officer Chad Hillers

F. CONSENT AGENDA

1. Approve Council Meeting Minutes, June 25, 2018.

Documents:

[06-25-2018_council-minutes.pdf](#)

2. Approve Bill List In The Amount Of \$2,994,718.21

Documents:

[2018-07-09_BillList.pdf](#)

3. Receipt Of Building Permit Report, May And June 2018

Documents:

[Building_Report_0518.pdf](#)
[Building_Report_0618.pdf](#)

4. RESOLUTION 2018-118 APPROVING 28E AGREEMENT BY AND BETWEEN THE CITY OF MARSHALLTOWN AND THE IOWA DEPARTMENT OF INSPECTIONS AND APPEALS, AGREEMENT EXPIRES AUGUST 22, 2019.

Documents:

[28E DIA agreement memo 062218.pdf](#)
[Res_28E_DIA.pdf](#)
[2018.DIA.CityofMarshalltown.28E.pdf](#)

G. REPORTS

1. Coliseum Update- GTG Architects

H. RESOLUTIONS

1. RESOLUTION 2018-119 SUPPORTING THE CITY OF MARSHALLTOWN'S HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE LEAD-BASED PAINT HAZARD REDUCTION PROGRAM GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Documents:

[CCMemo_Lead Grant 2018.pdf](#)
[RES Lead Grant application 2018.pdf](#)

2. RESOLUTION 2018-120 APPROVING AN AGREEMENT WITH BOLTON & MENK FOR THE COMPLETION OF A SELF-EVALUATION AND TRANSITION PLAN AS REQUIRED BY THE AMERICAN'S WITH DISABILITIES ACT

Documents:

[Res ADA Transition Plan BoltonandMenk.pdf](#)
[Memo on ADA Transition Plan Contract.pdf](#)
[2018.7.5 - Marshalltown ADA Transition Plan Contact.pdf](#)
[City of Marshalltown.RFP for ADA Transition Plan.pdf](#)

3. RESOLUTION 2018-121 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF TWO 2019 FORD INTERCEPTOR POLICE PACKAGE VEHICLES FROM JENSEN FORD FOR THE PRICE OF \$62,060.00 FOR USE IN THE POLICE DEPARTMENT AS EMERGENCY RESPONSE VEHICLES AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, A 2014 CHEVROLET TAHOE FOR \$13,000.00 AND A 2014 DODGE CHARGER FOR \$11,000.00.

Resolution - Marshalltown Police Department Vehicle Purchase & Surplus Property

Documents:

[MPD Police Vehicle Purchase for FY 18 19 Memo.pdf](#)

[07-09-2018_2018-121_Resolution for Purchase of MPD Vehicles.pdf](#)

4. RESOLUTION 2018-122 APPROVING THE PURCHASE OF A 2019 DODGE PICKUP FROM MCGRATH DODGE FOR THE FIRE DEPARTMENT

Documents:

[07-09-2018_2018-122_FDVEH-Memo to Council 07-09-2018.pdf](#)
[07-09-2018_2018-122_FDVEH-Resolution For Purchase of 2019 Dodge Pickup.pdf](#)

I. **ORDINANCES**

1. ORDINANCE 14973 AMENDING CHAPTER 26, STREETS AND SIDEWALKS, ARTICLE III, SIDEWALKS, BY REPEALING CURRENT LANGUAGE AND ADOPTING NEW LANGUAGE

3rd Reading.

Documents:

[06-11-2018_14973 Sidewalk ORD Amendment Final.pdf](#)

2. Ordinance 14975 Providing For The Division Of Taxes Levied On Taxable Property In Amendment No 7 To The Urban Renewal Plan For Marshalltown Urban Renewal Area No 3, Pursuant To Section 403.19 Of The Code Of Iowa.

3rd Reading.

Documents:

[07-09-2018_14975_OrdinanceAmdmtNo.7URNo.3Marshalltown422742-33-v1.pdf](#)

J. **DISCUSSION**

1. Review Of Sidewalk Gap Project List

Documents:

[Sidewalk Gap Prioritization.pdf](#)

1. Sidewalk Gap Document

Documents:

[Sidewalk Gap Prioritization-1.pdf](#)

2. 2nd Quarter Strategic Plan Update

Documents:

[Q2Strategic Plan Update Packet.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. CLOSED SESSION - REAL ESTATE

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

M. 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

JUNE 25, 2018

The Marshalltown City Council met in regular session on June 25, 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, Lamer, Martin, Wirin. Cahill noted a New York Times article recognized Dr. Gastala at Primary Health for groundbreaking work for the treatment of opioid addictions.

CONSENT AGENDA:

Martin moved to approve the Consent Agenda: Approve Council Minutes, June 11, 2018, and June 18, 2018; Approve Bill List in the amount of \$907,820.59; Civil Service List - Police Officer; Civil Service List - Records Clerk; Civil Service List - Sewer Maintenance Worker I; Approve May 2018 Financial Statements; RESOLUTION 2018-114 ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE AND SNOW CONTROL FOR THE 2018-2019 FISCAL YEAR IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$75.07 PER TON; Tobacco Permit Renewals, year ending June 30, 2019: 7 Rayos Liquor Store, 120 E Main St. Express Mart, 229 N 13th St. Food & Gas Mart, 613 N 3rd Ave. Vaughns Pub, 22 N 1st Ave. BW Gas & Convenience Retail, 1701 Iowa Ave E.; Approve Alcohol License Renewals: Central Iowa Fair; El Portal; Jake's Game Room; Git N Go Convenience Stores #35, Git N Go Convenience Stores #34, Applebee's; second by Wirin. Consent agenda adopted 7-0.

REPORTS:

Amanda Accola presented the Alliant Energy 2017 Community Annual Partnership Assessment.

RESOLUTIONS:

Wirin moved to adopt RESOLUTION 2018-113 APPROVING BID AND AWARD TO CONCRETE PROFESSIONALS FOR THE CONSTRUCTION OF THE IOWA RIVER TRAIL PHASE 3 PROJECT TRL17001 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$245,337.85, second by Cahill. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2018-115 APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE MARSHALLTOWN ON DEMAND TRAFFIC SERVICES WITH HDR ENGINEERING, INC., PROJECT #STR18002 IN THE AMOUNT OF \$52,390.00, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2018-116 ACCEPTING BID AND AUTHORIZING THE PURCHASE AND INSTALLATION OF NEW TOWER ANTENNA AND EQUIPMENT BY SABRE INDUSTRIES AT THE NEW POLICE AND FIRE FACILITY, IN THE AMOUNT OF \$11,937, second by Cahill. Resolution adopted 7-0.

Wirin moved to adopt RESOLUTION 2018-117 AUTHORIZING A GRANT APPLICATION IN THE AMOUNT OF \$250,000 TO THE IOWA DEPARTMENT OF TRANSPORTATION STATE RECREATIONAL TRAILS PROGRAM FOR THE IOWA RIVER TRAIL/LINN CREEK TRAIL CONNECTOR, second by Isom. The grant application is due July 1, 2018. If the city receives the grant, the time from acceptance of the grant to completion is three years. Resolution adopted 4-3, Hoop, Lamer and Martin dissenting, expressing opposition to the proposed project.

ORDINANCES:

Gowdy moved to adopt the second reading of ORDINANCE 14973 AMENDING CHAPTER 26, STREETS AND SIDEWALKS, ARTICLE III, SIDEWALKS, BY REPEALING CURRENT LANGUAGE AND ADOPTING NEW LANGUAGE, second by Isom. Mark Eaton, 1007 S 7th Avenue, opined the proposed ordinance language requires more than the D.O.T.'s ADA requirements. Kinser reminded the council the city has requested RFPs to create the city's ADA Transition Plan, which should have been completed in 1992, and the council will be reviewing those bids at the next council meeting. Second reading adopted 4-3, Hoop, Lamer and Martin opposed to the proposed sidewalk requirement.

Wirin moved to adopt the second reading of ORDINANCE 14975 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA, second by Isom. Second reading adopted 6-1 with Martin opposed to favoring one business over another.

COUNCIL PROCEEDINGS

JUNE 25, 2018

DISCUSSION:

The council discussed the progress of the Police and Fire building project, which is on schedule and on budget. Staff requested guidance on what fund should pay for the storm water costs for the area, estimated at \$225,000. Lamer moved to pay the storm water costs out of storm water improvement bond funds, and requested staff include the storm water costs in the overall cost of the Police and Fire Building, second by Gowdy. Motion carried 7-0.

PUBLIC COMMENT:

Linda Clark, 306 S 2nd Avenue, encouraged the council to keep the costs of the Police and Fire Building down.

ADJOURNMENT

The meeting adjourned at 6:42 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

BILL LIST, JULY 9, 2018

Payroll/1	296,094.83	United.Way/4	896.54
VendorName/1		Refund/Reimbursed	
Advertising		Baker.Taylor/2	67.19
Great.Wstrn.Bnk/1	20.84	Baker.Taylor.En/3	708.97
T-R/4	1,625.22	BRODART.CO/1	154.60
Buildings/Improvements		Carson,K/1	28.00
BLACK.HAWK.ROOF/1	42,097.17	Cengage.Learnng/2	75.17
Caliber.Concret/1	39,827.71	Dunn,M/1	50.67
Central.W.Fabri/1	121,805.04	GOODING,B/1	806.12
Corrado.Constr/1	220,757.20	Great.Wstrn.Bnk/37	-2,542.45
DeVries.Electri/1	69,261.65	MCCORD,M/1	24.76
Garling.Constr/1	87,896.85	MORA,R/1	13.99
Hilsabeck.Schac/1	241,081.49	MORGAN,M/1	24.71
MIDWEST.STORAGE/1	56,708.00	MURILLO-CARRA,E/1	25.00
TONYS.PLUMBG/1	167,903.00	NUSS,D/1	15.00
Consulting & Professional Fees		OCAMPO,K/1	38.50
AT&T/1	125.00	Roe,A/1	70.84
Bernie.Lowe/2	4,305.82	SEWELL,A/1	13.95
Bernie.Lowe.Asc/1	336.16	TIMMER,J/1	9.98
CGA.Assoc/1	1,382.00	WHITE,K/1	33.17
Great.Wstrn.Bnk/1	28.30	WIGGS,M/1	14.95
Grimes.Buck.Sch/2	4,655.00	YOUNG,A/1	54.99
Howard.R.Green/1	9,728.75	Rents/Leases	
Lynch.Dallas.PC/4	7,117.35	/0	86.00
Olsson.Assoc/1	11,213.75	Ackley.Housing/12	1,838.00
Stanley.Consult/1	4,185.00	ALCALA,R/1	198.00
Story.Constr/1	71,255.70	Altringer,J/1	531.00
TotalAdmin.Serv/1	1,752.66	AMES,STEVEN/24	6,241.00
Contracts		BJ&J.LLC/2	383.00
American.Ramp/2	52,574.49	BLOOD,A/1	493.00
Aramark.Unfrm/5	66.55	BOULDER.COOP.HS/1	289.00
ARL/1	4,333.33	Brodin,C/1	188.00
AVERY,L/3	4,995.00	BROWN,B/1	57.00
BDH/8	5,925.50	Carbajal,S/1	322.00
Cargill.Deicing/2	9,824.71	Chadderdon,A/1	200.00
Fisher.Comm.Ctr/1	6,396.63	Chicago.Hsg.Aut/1	945.00
Great.Wstrn.Bnk/3	349.70	CHOATE,A/1	509.00
Ia.Div.Labor/1	95.00	CIRSI/7	824.00
IOWA.AG/2	125.60	CLAWSON,J/1	241.00
Iowa.Fire.Equip/1	140.40	CMHC.INVEST/1	332.00
Iowa.Hometown.S/1	225.00	Crosser,D/1	216.00
Koch.Brthrs/1	1.65	CROSSER,R/1	141.00
Ledford,M/1	225.00	D.D.Rentals/1	2.00
Marsh.Co.Landfi/1	27.50	Eakin,R/1	236.00
Marsh.Co.Treas/1	613,180.12	ECKLOR,S/3	1,010.00
Marshall.Co. Em/1	29,319.00	Elwayne.Inc./2	475.00
Marshall.Co.Att/2	125.60	Etter, W/1	380.00
MMIT.INC/1	179.70	Eubanks,C/2	678.00
Mtwn.Wtrwrks/1	42.00	F.C.Rentals.LLC/2	505.00
Municipal.Band/1	2,973.88	Farrell.Property/6	1,498.00
O.C.L.C.Inc/1	893.32	FISCHELS,R/2	399.00
Premier.Equip/14	772.94	Frese.Propts/3	727.00
Racom.Corp/1	13,877.62	FRIEND,T/1	235.00
Region.6.Planng/1	764.00	Friendly.Valley/4	589.00
Servicemaster/1	1,772.00	Grant.Park.LLC/24	5,031.00
Stone.Sanit/5	656.48	Gray,D/1	409.00
THOREN,R/1	150.00	Hala,J/3	816.00
Unique.Mgmt.Svc/1	116.35	Halladay,W/1	250.00
YMCA.YWCA/1	27,500.00	HANSEN,J/1	251.00
Debt Service		HARRIS,T/1	324.00
CRBT/2	8,707.57	HASS,S/1	240.00
Library Books		Hatch,J/2	801.00
Baker.Taylor/45	2,440.08	Hatch,R/3	1,324.00
Baker.Taylor.En/9	1,744.39	HAVELKA,B/1	500.00
BRODART.CO/6	1,407.19	HESENIUS,R/1	230.00
Cengage.Learnng/10	558.54	Hilltop.Village/9	1,419.00
Great.Wstrn.Bnk/52	2,108.78	HOULIHAN,D/1	287.00
Kids.Reference/1	366.77	HOVERSTEN,R/1	900.00
MicroMarketing./10	1,194.77	HOWARD,J/1	175.00
Midwest.Tape/5	20,402.84	Hsg.Auth.CookCo/8	6,756.00
NEW.YORK.TIMES/1	1,440.40	Hsg.Auth.Joliet/2	2,519.00
OVERDRIVE,INC./1	525.98	HUBBARD.MAPLE/2	379.00
RECORDED.BOOKS/2	100.79	Jared,S/3	585.00
Scholastic.Libr/1	312.00	JASPER,S,M/1	127.00
Medical		JB.I.COOP.Assn/4	1,021.00
Bernie.Lowe/2	36,022.30	Judge,M/12	3,824.00
HyVee.Pharm/1	62.99	Landherr,J/1	415.00
Medtrak.Service/2	89.23	LAWSON,R/2	310.00
Wellmark.Inc./2	120,240.63	Lawthers.Prop.M/2	970.00
Payroll.Deductions		LL.Enterprises/1	217.00
American.Educa./1	64.41	LUENSE,B/4	1,165.00
AXA/1	425.00	MANNSON.PROP/1	268.00
Collection.Svs./5	1,325.16	Marshalltown.Sr/7	1,623.00
Colonial.Life/1	413.55	MATNEY,L/1	264.00
Fidelity.Securi/2	401.96	Mtwn.Properties/1	483.00
Fire.Union.Dues/2	1,260.00	Mtwn/Westown/15	3,092.00
Great.Wstrn.Bnk/6	10.27	MURPHY,P/1	472.00
I.M.W.C.A/1	6,123.00	Natl.Mngmt.Corp/2	453.00
I.P.E.R.S./7	68,129.09	NAUGHTON,R/1	825.00
I.R.S./10	81,584.47	North.Tama.Hsg/3	416.00
IA.Treasurer/5	19,266.00	Oakland.Prop/1	92.00
ICMA.457/11	10,984.95	Oetker,D/3	578.00
M.F.P.R.S.I./4	121,360.80	Oetker.Jr.,J/1	382.00
Meskwaki Nation/1	300.34	Palisade.Holdng/1	155.00
Polk.Co.Sheriff/1	277.94	Park.Elms,LLC/4	1,083.00
Texas.Child.Sup/2	252.57	Pheasant.Run.Ap/3	537.00
TotalAdmin.Serv/4	7,867.26	Polley,M/1	799.00
UAW.Local 893/1	148.48	Prairie.Home.Pp/1	254.00
		Premier.RE.Mgmt/2	445.00
		PYLE,D/1	224.00

BILL LIST, JULY 9, 2018

R.E.P.Corp/1	268.00	Keystone.Lab/1	64.00
RA.Rental.Prop/1	369.00	Laville,J/3	106.27
RD.Toledo,LLP/2	890.00	Library.Furnitu/1	4,573.00
Reed,T/14	4,858.00	Martin.Marietta/1	60.45
River.Birch/4	1,362.00	Midland.Scienti/2	717.15
River.Oaks/9	3,354.00	MINITEX.UN.MINNN/1	542.00
S.E.Invst/1	390.00	Minuteman/1	178.00
Sands,S/1	332.00	Napa.Auto/3	647.75
Schmidt,M/2	446.00	Northern.Lights/4	1,653.64
SCHULER-VANLANG/1	260.00	Office.Express/4	950.48
SCOTT,L/1	384.00	PAPER.CORP/1	967.20
SE.Coop.Housing/1	225.00	Premier.Equip/2	4,880.00
SESKER,R/2	655.00	ROHDE-FULTON,M/1	15.00
Soltero,W/1	534.00	RoseCity.Label/1	206.00
Specht,G/1	468.00	Sign.Creations/1	15.00
Squire,B/1	264.00	Spahn.Rose.Lmbr/1	36.82
STAFF,E/1	245.00	Streichers.Inc/2	252.00
Steelsmith,G/6	1,207.00	Terminal.Supply/2	258.78
Sunrise.Apt/2	132.00	Thompson.Tr.V/1	14.98
Swan.Estates/1	290.00	Those.Ink.Guys/1	34.95
Switzer,T/2	666.00	USPCA.K9/2	200.00
Tallcorn.Tower/15	4,624.00	WD.Door.Inc/1	36.50
TAYLOR,M/1	211.00	Ziegler/1	106.16
Titus,T/1	318.00	Travel/Training	
TOWN.APARTMENT/5	746.00	BLAHNIK,D/1	3.94
TREVRON,LLC/1	332.00	Great.Wstrn.Bnk/33	2,264.43
TT.C.Coop.Hsg/2	538.00	Olson,R/1	86.42
VEST,L/2	454.00	Petermeier,J/1	35.10
WARREN,C/1	222.00	ROHDE-FULTON,M/1	36.27
Weatherly.Erin/1	550.00	ROSENBLUM,S/1	31.04
Welter,T/1	508.00	Utilities	
ZMOLEK,M/1	263.00	AlliantEnergy/51	37,461.57
Service/Repairs		CENTRAL.IA.WATE/1	148.92
AAA.Septic/1	85.00	WoodRiver.Enrgy/2	155.81
BDH/1	49.00	Total/1174	2,994,718.21
Bobcat.Ames/4	1,210.70		
Carmer,D/1	12.00		
CARRIGAN,K/1	37.00		
Century.Link/4	217.80		
Chicago.Hsg.Aut/1	36.31		
Devig,T/6	990.00		
Elliott,Equip/1	421.17		
Great.Wstrn.Bnk/29	3,769.26		
Grout.Museum/1	662.00		
Hartwig.Plmbg/4	455.58		
Hsg.Auth.CookCo/1	244.08		
Hsg.Auth.Joliet/1	72.62		
I.C.M.A./1	300.00		
I.R.S./1	1,307.33		
IA.League.Citie/1	9,147.00		
ICMA/1	1,199.41		
ISWEP/1	6,450.00		
Jasper.Constr.S/1	12,532.40		
Kapaun.Brown/1	80.00		
Kiwanis.PM/1	660.00		
KROENER,L/1	4.00		
LENZ,D/1	345.00		
Library.Furnitu/1	931.00		
Manship,W/1	420.00		
McAtee.Tire/1	480.32		
Midwest.Radar/1	560.00		
Mike.Turf/1	1,360.80		
Mtwn.Wtrwrks/1	248.20		
Neave,G/1	37.00		
Optimal.Overhd/1	140.00		
Pitney.Bowes/1	3,500.00		
Racorn.Corp/2	102.50		
ROSENBLUM,S/1	480.00		
Scott.Tent/4	1,635.00		
Scroggins,J/1	100.00		
STREET-LOPEZ,J/1	47.00		
SWANK.MOVIE.LIC/1	524.00		
WD.Door.Inc/1	340.00		
WOAHTEE,G/1	46.00		
Supplies/Parts			
Acco.Unlimited/1	1,618.30		
Adland.Engrvg/8	1,125.35		
Arnold.Motor.Su/7	466.11		
Atlantic.Bottli/1	736.87		
Baker.Taylor/8	250.81		
BDH/5	6,567.34		
Bens.Tire/1	1,540.00		
Black.Tire.Bike/2	316.87		
Cessford.Constr/1	480.20		
Cntrl.IA.Distr/3	737.40		
Cntrl.IA.Farm/2	714.97		
Cntrl.Office/1	65.69		
Concrete/3	644.91		
Crop.Production/7	3,687.36		
Deluxe.Business/1	74.55		
DEMCO.INCORP./1	165.71		
Diamond.Vogel/2	924.95		
Fastenal.Co/1	6.72		
Galls.LLC/1	80.95		
Gillig.LLC/1	455.35		
Graphic.Edge/1	163.40		
Great.Wstrn.Bnk/200	17,373.37		
IA.D.O.T/1	168.48		
In.Stitches/1	216.45		
Kapaun.Brown/1	35.28		

BUILDING REPORT FOR THE MONTH OF MAY 2018



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24486	Victor Cisneros	10 East Ingledue St.	Alter Dwelling		\$40,000			\$542
24487	Orton Homes	2913 Jackie Terrace	New Dwelling/Garage	\$216,000				\$1,690
24488	Nick Sywassink	412 North 8th Street	Alter Dwelling		\$52,000			\$658
24489	Tom Wise	1913 Stratford Lane	New Shed			\$3,000		\$83
24490	Doug Chaloupek	2506 Hilltop Drive	New Garage			\$13,000		\$223
24491	Frank White	1004 South 11th Ave.	Demolish Garage					\$25
24492	Frank White	1004 South 11th Ave.	New Garage			\$14,000		\$237
24493	Ron Fisher	406 South 1st Avenue	Alter Building				\$2,000	\$69
24494	Barb Hagstrand	21 South 2nd Avenue	Alter Building				\$6,000	\$125
24495	Christopher Polt	1218 Marshall Drive	New Shed			\$3,000		\$83
24496	Tom Ogston	1208 Summit Street	Alter Dwelling		\$8,000			\$153
24497	Martin Rodriguez	619 East Anson St.	Demolish Garage					\$25
24498	Mike Bloom	1604 West Olive St.	New Dwelling/Garage	\$405,000				\$2,824
24499	Karjalahti Enterprises Inc.	28 East State Street	Alter Building				\$41,000	\$552
24500	Marshalltown Company	716 Noble Street	Demolish Dwelling					\$25
24501	Marshalltown Company	805 East Main Street	Demolish Dwelling					\$25
24502	Marshalltown Company	807 East Main Street	Demolish Dwelling					\$25
24503	Marshalltown Company	4 South 8th Avenue	Demolish Dwelling					\$25
24504	Tom Severson	2606 Leland Court	New Dwelling/Garage	\$301,000				\$2,200
TOTALS:				\$922,000	\$100,000	\$33,000	\$49,000	\$9,589
TOTAL IMPROVEMENT AMOUNT:				\$1,104,000				
				Units	Permits	Permits	Permits	Demo Permits
# OF PERMITS:				3	3	3	4	6

Scott A. Riemenschneider, Chief Building Official

Building Division Improvement Value & Fee Summary - May 2018

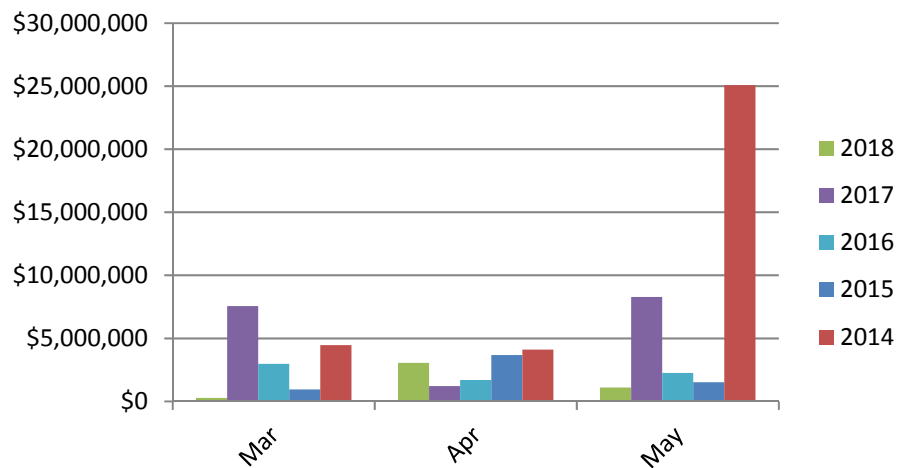
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000								\$6,352,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000								\$17,455,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000								\$8,446,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000								\$6,185,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000								\$34,151,000

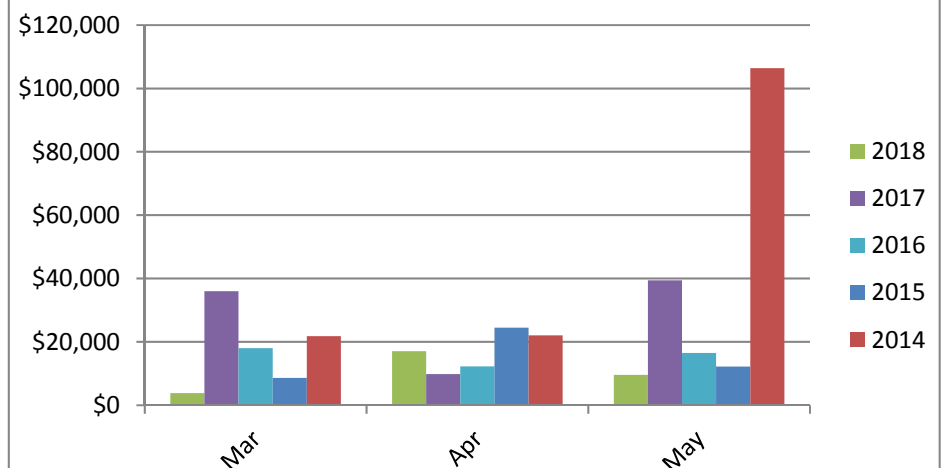
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589								\$42,581
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400								\$90,179
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500								\$58,093
2015	\$0	\$762	\$8,610	\$24,464	\$12,214								\$46,050
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382								\$154,641

Total Improvement Value Comparison



Total Fees Received Comparison



BUILDING REPORT FOR THE MONTH OF JUNE 2018



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24505	Gregg Stasch	104 East Webster St.	Alter Dwelling			\$2,000			\$69
24506	Amanda Tallman	111 North 2nd Avenue	Demolish Garage						\$25
24507	Perla Tovar	515 North 3rd Street	New Shed				\$3,000		\$83
24508	John Wise	1710 Robertson Drive	New Shed				\$5,000		\$111
24509	Harold Woltjer	401 Richard Lane	New Shed				\$3,000		\$83
24510	David Clark	211 West Main Street	Demolish Building						\$25
24511	Rober Carlson	505 Orchard Drive	New Shed				\$3,000		\$83
24512	Jodi Eygabroad	502 Richard Lane	Alter Dwelling			\$58,000			\$700
24513	Manuel Nunez	206 North 7th Avenue	Alter Dwelling			\$4,000			\$97
24514	Larry Kester	802 Kester Road	New Dwelling/Garage	\$228,000					\$1,762

Building Division Improvement Value & Fee Summary - June 2018

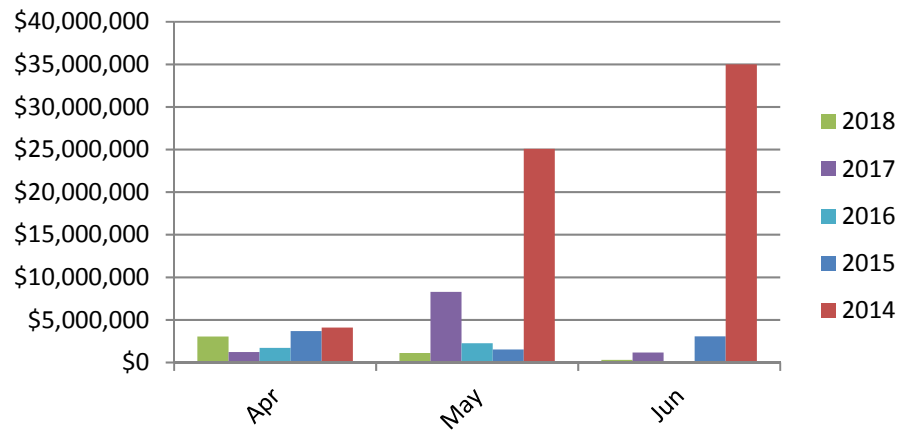
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000	\$306,000							\$6,658,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000							\$18,626,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000							\$8,559,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000							\$9,252,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000							\$69,151,000

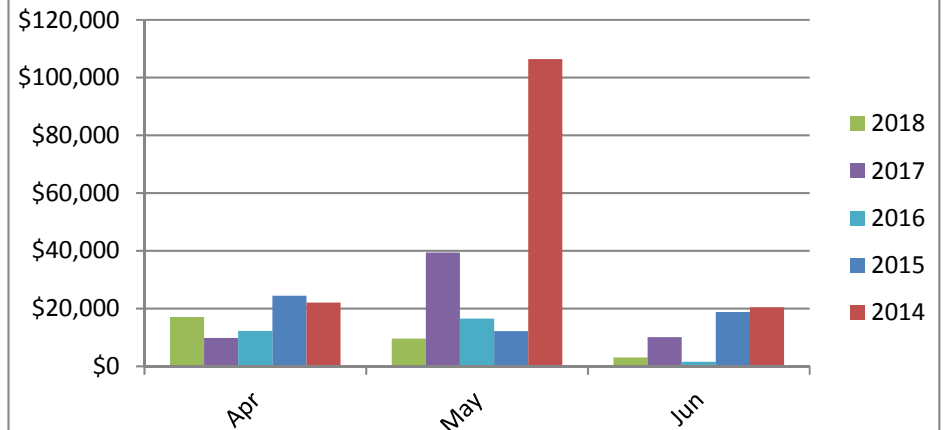
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589	\$3,038							\$45,619
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063							\$100,242
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553							\$59,646
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787							\$64,837
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451							\$175,092

Total Improvement Value Comparison



Total Fees Received Comparison



MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 22, 2018

RE: Renewal of 28E Agreement with the Iowa Department of Inspections and Appeals

Policy Issue: The City administers the HUD Section 8 Housing Choice Voucher Program. As a part of that program it is our responsibility to enforce regulations and if necessary investigate participant fraud. The most common violations of fraud include unreported income, unauthorized household members and absence from the unit. Staff is able to conduct some investigations in house with the assistance of local law enforcement but we are working with the IDIA on the majority of our terminations now. Occasionally a case may involve other State or Federal agencies such as the Department of Human Services. This agreement will authorize the City to engage the Iowa Department of Inspections and Appeals on these types of cases if needed which typically reduces our costs.

Recommendation: Staff recommends approving the 28E agreement allowing the staff to continue to work with the IDIA on cases as needed.

Background: The staff has a lot of verbal communication with other agencies in an effort to identify and eliminate fraud as soon as it comes to our attention. We will continue to work with agencies as much as possible in ways that do not result in fees for service.

Budget Impact: Should the City need to engage the IDIA for paid services the expenses would be charged to the Section 8 program budget.

Attachment: Resolution & 28E Agreement

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

RESOLUTION APPROVING 28E AGREEMENT BY AND BETWEEN THE CITY OF
MARSHALLTOWN AND THE IOWA DEPARTMENT OF INSPECTIONS AND APPEALS,
AGREEMENT EXPIRES AUGUST 22, 2019.

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 28E Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, expiring August 22, 2019; and

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

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

Section 1. That the Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, for investigation services related to the HUD Section 8 Housing Choice Voucher Program, expiring August 22, 2019, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement and any future Amendments for extension of term on behalf of the City of Marshalltown.

Passed this ____ day of July 2018 and signed this ____ day of July 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**INTERAGENCY AGREEMENT
BETWEEN
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
AND
CITY OF MARSHALLTOWN**

This agreement (Agreement) is entered into between the Iowa Department of Inspections and Appeals (DIA) and the City of Marshalltown (CM) pursuant to the authority of Iowa Code sections 28E.5 and 28E.12.

The parties hereto agree as follows:

Purpose: The purpose of this Agreement is to authorize the performance of Section 8 Voucher Program / Public Housing investigations of the City of Marshalltown (CM) by DIA.

Rights, Powers, and Responsibilities:

CM agrees to:

1. Refer, in writing, investigations for CM to DIA.
2. Approve, in writing, the inclusion of cases involving the CM programs when multiple state, local or federal agencies are involved in an investigation.
3. Provide the following to DIA:
 - a. Access to all case records pertinent to the investigations being conducted.
 - b. Calculations of any overpayments that occurred on cases under investigation.
 - c. Leasing Housing Specialists or other appropriate staff that are required to testify in court about the Section 8 Housing Choice Voucher Program / Public Housing records and determinations of overpayment amounts.
4. Collect all civil and criminal overpayments.

DIA agrees to:

1. Investigate, obtain evidence, and prepare and submit investigative reports to county attorneys or federal prosecutors for criminal prosecution on behalf of CM.
2. In criminal cases, request restitution through the courts on behalf of CM for the amount of overpayment(s).
3. In civil or administrative cases, submit a copy of the investigative report to CM for appropriate action.

Funding: DIA will bill CM for investigations conducted pursuant to this Agreement at the initial rate of sixty-eight dollars and 25 cents (\$68.25) per hour, modified annually, by the thirtieth (or last day) of each month. CM shall reimburse DIA within 30 days of receipt of a billing statement / invoice. If CM denies any part of the invoice, CM shall provide DIA with a detailed reason for the denial and give DIA the opportunity to provide further justification.

Duration: This Agreement shall be in full force and effect from August 23, 2018 to August 22, 2019, unless terminated earlier in accordance with the Termination section of this Agreement. CM and DIA shall meet at least thirty (30) days prior to the expiration of this Agreement to determine renewal and any modifications to the Agreement, including but not limited to, funding.

Legal or Administrative Entity Created: No new legal or administrative entity is created by this Agreement.

Property: Nothing in this Agreement shall be deemed to effect any change with respect to the ownership of the real or personal property of either party to this Agreement.

Dispute Resolution: The parties to this Agreement shall attempt to mediate disputes that arise under this Agreement by engaging in mediation with a mutually agreed-upon mediator. Each party will bear fifty percent (50%) of the costs of such mediation. In the event the parties are unable to reach agreement during the mediation, the parties shall submit their dispute to binding arbitration as provided for in Iowa Code section 679A.19.

Filing and Recording: Copies of this Agreement shall be filed with the Secretary of State before the Agreement shall be in full force and effect, all pursuant to Iowa Code section 28E.8

Termination: Either party to this Agreement may terminate this Agreement without cause by providing the other party a written notice of intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination. The notice shall specify the reasons for termination and shall be delivered by U.S. Certified Mail to either party.

The undersigned hereby execute and enter into this interagency 28E Agreement. Each signatory represents that he/she has been authorized in accordance with state law to sign and bind the agency represented.

Rodney A. Roberts, Director
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

Joel Greer, Mayor
CITY OF MARSHALLTOWN

Date

Date

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: July 3, 2018

RE: **HUD Lead-Based Paint Hazard Reduction Program Grant**

Policy Issue: The US Department of Housing & Urban Development (HUD) has released the 2018 Notice of Funding Availability (NOFA) for the next round of Lead-Based Paint Hazard Reduction Program grant funds. Our last grant award expired in November 2017. If awarded, this grant would likely begin in November 2018. The maximum award amount is 3.6 million dollars for a community of our size. We are estimating that we will apply for a lesser amount based on the amount of match we have available. A 10% match is required with extra points awarded for matching funds over 10%. The Council will be committing to the minimum match amount with the passage of the resolution.

Recommendation: The City staff is working on completing the application, which is due August 2, 2018. We are reviewing the scoring criteria to determine our need, resources and capacity. Our application will include the City of Marshalltown as the jurisdiction and we will not be expanding into other communities as we have in the past.

Background: The City has received five grant awards since February 2003 totaling \$12,746,042 and we have made 724 homes lead safe. The lead poisoning rates of children in our area has dropped from just over 4% in 2003 to just under 1% in 2015. HUD and the CDC have since lowered the poisoning level of lead in the blood from 10 µg/dL to 5 µg/dL. In looking at the 2015 data for Marshall County this means our poisoning rate would go from .92% to back up to 4.2%. Marshall County has historically been twice the National average. Homes built before 1978 are likely to contain lead based paint. In Marshalltown alone, that includes approximately 8,800 homes or 80% of our housing stock.

Budget Impact: Depending on the final grant request, a 10% match is estimated to be between \$250,000 and \$300,000. We will work to achieve additional match if possible to increase our points awarded. Historically we have counted in-kind contributions from the City in the form of rent for office space, staff resources from HR, Legal and Finance departments. Other matching sources include rental property owner contributions and private business discounts. We make every effort to minimize the direct general fund impact.

Attachment: Resolution

If you have questions please do not hesitate to contact me at 641-754-5756 or e-mail me at mspohnheimer@marshalltown-ia.gov.

**RESOLUTION SUPPORTING THE CITY OF MARSHALLTOWN'S HOUSING &
COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE LEAD-BASED
PAINT HAZARD REDUCTION PROGRAM GRANT FROM THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT.**

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

WHEREAS the City of Marshalltown recognizes the need to eliminate lead poisoning and continues to support the goals established by the US Department of Housing and Urban Development (HUD), on the elimination of these poisonings; and

WHEREAS the City is prepared to meet the 10% minimum match requirement of grant funding; and

WHEREAS the City Council finds this application to be within the best interest of the City and if awarded the City will administer the program and will enter into detailed agreements regarding the administration of the program with participating entities.

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

Section 1. That the staff of the City Housing and Community Development Department is directed to apply for HUD funding to provide for education, outreach, identification, removal of lead base paint hazards and for other items related to the lead hazard control in an amount not to exceed the maximum allowable grant award set by HUD of \$3,600,000 dollars.

Passed this ____ day of July 2018 and signed this ____ day of July 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION APPROVING AN AGREEMENT WITH BOLTON & MENK FOR THE
COMPLETION OF A SELF-EVALUATION AND TRANSITION PLAN AS REQUIRED BY THE
AMERICAN'S WITH DISABILITIES ACT**

WHEREAS, local governments were required to have a self-evaluation and transition plan in place by January 26, 1993, in order to be compliant with Title II of the American's with Disabilities Act; and

WHEREAS, the City of Marshalltown has not had a transition plan, but seeks to be compliant with the American's with Disabilities Act and a welcoming community to individuals of all abilities; and

WHEREAS, the City of Marshalltown issued a Request for Proposal for a firm to provide services for a self-evaluation and development of an ADA transition plan, determining that the response from Bolton & Menk encompassed the entire scope of work at a base fee of \$XXXX; and

WHEREAS, the City of Marshalltown also included an alternate for an evaluation of all existing sidewalks in the City and finds that Bolton & Menk's proposed fee of \$XXX will allow for the evaluations to occur in a fashion which is more efficient than City staff and volunteers collecting the data;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached agreement with Bolton & Menk for conducting a self-evaluation and developing a transition plan as required by the American's with Disabilities Act at a cost of \$X, including the alternate for the sidewalk evaluation, is hereby approved; and

BE IT FURTHER RESOLVED, the City Council designates this project to be paid for from the fiscal year 2019 (current fiscal year) allocation of Council-designated Local Option Sales Tax.

Passed this 9th day of July, 2018, and signed this _____ day of July 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: July 2, 2018
RE: Contract for ADA Transition Plan

Policy Issue: The City Council must approve agreements above \$45,000

Recommendation: To approve the resolution as proposed

Background: The City of Marshalltown, along with every other city, was required to have an ADA transition plan in place in early 1993. This required a self-evaluation to be conducted using specific criteria in order to develop the plan. Through an exhaustive records search, it was determined that no plan was ever adopted by the City from 1992 to the present day. Therefore, the need emerged to have a self-evaluation conducted and a transition plan developed as soon as possible to ensure our community is compliant with federal requirements, but also that we are working towards being an accessible and welcoming community.

A request for proposal was issued, and 3 responses were received.

	Base Fee	Alternate 1- Sidewalks	Other Alternates
SRF	\$70,000	\$20,000	Public engagement- \$5,000
WT Group	\$83,495	\$371,070	Public-facing policy review- \$12,420; Reasonable modification review- \$6,480
Bolton & Menk	\$93,700	\$31,600	Detailed Curb Ramp Collection - \$15,900

Of the three, one did not address the entire scope of work, SRF, by excluding curb ramps, so they technically are non-compliant and should not be considered. Both the WT Group and Bolton & Menk are qualified to do the work and have the resources to do so. The WT Group provides a quicker timeline for completing the work, but that comes at a higher cost. Bolton & Menk is also proposing a policy and practice recommendation as part of their scope of work, which the WT Group has provided as an alternate.

Therefore I am recommending that the Council accept the attached contract with Bolton & Menk at a total of \$121,000, to complete the ADA Self Evaluation & Transition Plan, which would include the alternate for sidewalks.

The total of the proposed agreement is slightly less than the total of the base fee and the sidewalk alternate above due to a discussion with Bolton & Menk about their proposed public engagement process and the reduction of planned public meetings from their scope of work/fee.

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



Budget Impact: The proposed contract is for \$121,000, which would be spent over 2 fiscal years. I am recommending half, \$60,500, of this contract come from the portion of the Council-designated Local Option Sales Tax which was not budgeted in this fiscal year and the other half, \$60,500, be budgeted for use from LOST as part of the fiscal year 2020 budgeting process.

FY19 Council LOST Budget: \$682,000

Less budgeted expenses: \$187,915

\$494,085 unbudgeted in FY19

Attachment: Contract and RFP Document

City Council

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



AGREEMENT FOR PROFESSIONAL SERVICES

SELF-EVALUATION & ADA TRANSITION PLAN

MARSHALLTOWN, IOWA

This Agreement, made this ____ day of _____, 2018, by and between City of Marshalltown, 24 North Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr, Ames, Iowa 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the Self-Evaluation & Ada Transition Plan as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION I - CONSULTANT'S SERVICES

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

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

Schedule of Fees

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

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

2. Total cost for the services itemized under Section I.A (Basic Fee) shall not exceed **\$121,000.00**.

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

IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

C. LIMITATION OF LIABILITY

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

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

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

D. INSURANCE

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

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

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

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

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

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

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license

of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

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

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

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

L. TERMINATION

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

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

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

Q. SURVIVAL

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

R. SEVERABILITY

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

SECTION V - SIGNATURES

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

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

CLIENT: City of Marshalltown

CONSULTANT: Bolton & Menk, Inc.



Matthew W. Ferrier, P.E.
Principal



Gregory Broussard, P.E.
Project Manager

EXHIBIT I

CONSULTANT'S SERVICES

SELF-EVALUATION & ADA TRANSITION PLAN

MARSHALLTOWN, IOWA

July 9, 2018

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Civil Engineering services required for Self-Evaluation & Ada Transition Plan for the City of Marshalltown

The basic improvements anticipated as part of this Agreement include ADA Self Evaluation, Transition Plan, Public Involvement and a management system

I.A. BASIC SERVICES

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

TASK 1: PROJECT MANAGEMENT

Subtask 1.1: Project Management

Description: Bolton and Menk will facilitate a project kick-off meeting with CLIENT Staff to accomplish the following:

- Introduce CONSULTANT and CLIENT representatives and establish communication protocols
- Review and confirm the scope of the project
- Review available information relative to the project
- Review and discuss specific infrastructure issues and the CLIENT'S current design standards as they relate to ADA compliance
- Review and verify project schedules

Subtask 1.2: Project Webpage

Description: Bolton & Menk will work with Marshalltown to implement a project page on the city's website. This page will include information related to the ADA transition plan process, including compliance procedures and links to state and federal compliance information. It will also include access to all project planning information for Marshalltown along with an opportunity for public comment.

TASK 2: ADA SELF EVALUATION

Subtask 2.1: Data Collection of Pedestrian Infrastructure and City Facilities

Description: Our team will work with Marshalltown to create a barriers assessment checklist before collecting data. We will inventory components of the PCR/PAR environment using the latest GPS technology to collect field data for pedestrian infrastructure. This data will be imported into Esri ArcGIS for analysis, reporting, and mapping as part of the transition plan. The following information will be collected as part of this project.

Pedestrian Ramps

Bolton & Menk will perform field investigations on each of the 3,000+ pedestrian ramps in Marshalltown to evaluate based on visual inspection. Visual inspections will include the presence of domes, landing space, curb drops. No field measurements will be taken. If requested, Bolton & Menk can provide a detailed inspection of each ramp which would include slopes and widths for an additional fee beyond the visual inspection.

We anticipate categorizing pedestrian ramps as such:

- Landing Area (Yes or No)
- Curb Drop (Yes or No)
- Truncated domes (Yes or No)
- Maintenance issues including vertical discontinuity, gaps, steep cross slope, cracking, standing water, vegetation, spalling, and others.

Trails and Shared Use Paths

We will perform field investigations related to all 11 miles of trails and shared use paths and evaluate their general condition. We will also document material (concrete, bituminous, pavers, etc.) and identify any significant defects or obstructions. We anticipate categorizing sidewalks as such:

- Damage that could cause pedestrians to fall
- Damage that could impede access for a wheelchair user or disabled person
- Obstruction that could impede access for a wheelchair user or disabled person
- Maintenance issues include vertical discontinuity, gaps, steep cross slope, cracking, standing water, vegetation, spalling, and others
- Obstructions including items such as hydrants, lighting/traffic signal poles, power poles, manhole/handhole, and gate valves

Crosswalks

Bolton & Menk will perform field investigations related to pedestrian crosswalks and evaluate their general condition. We will also document if there are no pedestrian ramps within or marking visibility issues.

Traffic Signals

We will perform field investigations related to traffic signals and evaluate available pedestrian signals. We will also document APS availability, walk signal availability, and button location. We anticipate categorizing traffic signals and such as APS and Non-APS locations.

Bus Stops and Shelters

As part of our field investigation, Bolton & Menk will review the Marshalltown Municipal Transit bus stops and shelter locations within the public rights-of-way and collect information on the surface type, bus shelter present, and access to destinations. We will collect the following information related to bus stops:

- Hard-surface landing pad
- Connection to PCR/PAR
- Shelter entrance is clear of obstructions

Parking Lots

Bolton & Menk will review city-owned parking lots as part of our field investigation to collect information on the total number of spaces, handicapped spaces, and access to destinations. We are prepared to collect the following information related to parking locations:

- Parking lots and spaces
 - Number of spaces
 - Number of handicapped spaces
 - Van accessible

- o Signing
 - o Marking
- Access
 - o Route connecting to PCR/PAR
 - o Site route/connections

Parks

Our team will use the recently completed master plan and conduct field investigation of all the public parks in town to evaluate ADA compliance. We are prepared to collect the following information related to parks

- Sidewalk Compliance/Non-Compliance
- Damage that could cause pedestrians to fall
- Damage that could impede access for a wheelchair user or disabled person
- Obstruction that could impede access for a wheelchair user or disabled person
- SVPA will provide evaluation of shelter(s) and restrooms for ADA compliance

Facilities

SVPA will evaluate city facilities and spaces open to the public. The following information will be collected:

- Exterior
 - o Accessible route(s)
 - o Parking
 - o Entrance
- Interior
 - o Accessible route(s)
 - o Ramps
 - o Elevators
 - o Signs
 - o Doors
 - o Controls
 - o Seating
 - o Service counters
 - o Restrooms
 - o Drinking fountains
 - o Fire alarms

Subtask 2.2 Prioritization and Reporting

Our reporting will provide structure to the vast amount of information collected through the self-evaluation process. Our team will identify locations and areas categorized by level of need for ADA compliance upgrades for prioritized improvements based on a proximity analysis. The reports will provide specific information on the criteria evaluated for each segment.

We will generate the following reports as needed to communicate to the public, City of Marshalltown, and city staff and elected officials the results of our self-evaluation assessment of existing conditions:

- Existing infrastructure reports outlining the results of the self-evaluation, including summarized inventories and prioritized areas of need
- Identifying and prioritizing of target areas

TASK 3: ADA TRANSITION PLAN

Subtask 3.1 ADA Transition Plan

Bolton & Menk will develop an ADA transition plan for Marshalltown that fully complies with the spirit and letter of the ADA law. We will develop a plan that included the following items

Policy and Practice Recommendations

Based on the review of policies and practices for areas that may limit the full participation of individuals with disabilities in the self-evaluation, this section will include a discussion on any proposed changes to portions of or entire policies and practices (if any), that may limit accessibility. This section may also include any recommended policy changes the city may want to consider for adoption. All recommended policy changes would be developed in close coordination with city staff and officials, and be formally recognized by the city (e.g. city council resolution). Recommended changes in a city practice would also be developed in close coordination with city staff and be considered for implementation at the appropriate level for the city.

Grievance Procedure

In accordance with 28 CFR 35.107, we will develop a formal ADA grievance procedure that will allow the public to engage on accessibility issues. It will also provide a process for the city to receive and respond to accessibility concerns and reasonable accommodation requests

- Reports self-evaluation results
- Presents Marshalltown's plan and schedule for removing accessibility barriers identified by the review of policies and practices and the system inventory
- Provides contact information for the ADA coordinator, key staff, and responsible officials

ADA Coordinator and Key Staff Identification

Bolton & Menk will work with the city to identify an ADA coordinator and key staff responsible for the ADA transition plan implementation. Contact information for these individuals will be provided in the appendix of the transition plan.

Implementation Plan and Schedule

This includes the data and information on the pedestrian infrastructure collected during the self-evaluation, including any physical barriers that may limit accessibility and the full participation of all individuals.

Bolton & Menk will provide self-evaluation results and information illustrated graphically in maps and accompanied by reports for each the City that identify feature conditions, estimated planning level costs for deficiency remediation, and programmed projects associated with deficiencies. We anticipate providing this information integrated with the plan and schedule described as the following:

- **Plan:** This section will include a description and plan of how the city will remove physical barriers found in the self-evaluation and make its pedestrian infrastructure accessible to all users
- **Schedule:** This section will specify a schedule for implementation of the city's plan to remove barriers, making its pedestrian facilities accessible

TASK 4: PUBLIC INVOLVEMENT

Subtask 4.1 Public Involvement

Marshalltown, under Title II of the ADA and 28 CFR 35.105 and 35.150, is required to provide interested people's equal opportunity to participate in the self-evaluation and ADA transition plan by submitting comments on processes and outcomes. Before starting data collection for the pedestrian infrastructure inventory, we will sit down with Marshalltown staff and identify a public involvement strategy. During data collection, we will inform the public on this initiative to complete the self-evaluation, seek input on issues, and provide progress updates.

Subtask 4.2 Open Houses

We will coordinate and facilitate one open house. It will be held after the infrastructure data collection has been completed and a draft transition plan is developed. During the open house, we will present the preliminary results of the self-evaluation and make the draft plan available for public review and comment. We anticipate a focused outreach to individuals with disabilities and groups representing individuals with disabilities to ensure all voices are heard and real issues are identified and incorporated into the self-evaluation and transition plan.

We will ensure the open house is accessible and will work with Marshalltown to schedule them at a location with adequate, accessible public parking and access to public transportation stops.

Subtask 4.3 Agency Involvement

In addition to the kickoff meeting, Bolton & Menk will attend two project management team (PMT) meetings. Our team will work with city staff to assemble the PMT to oversee plan development. This will include the following meetings.

- Two PMT meetings
- Up to two meetings with the city council for self-evaluation and ADA transition plan status updates
- One meeting with the city council for ADA transition plan adoption

TASK 5 - MANAGEMENT SYSTEM

Our GIS staff will coordinate with the City of Marshalltown to setup and host a public facing GIS application displaying evaluation results and compliance progress. To facilitate the creation of this web GIS application, Bolton & Menk will use the ArcGIS Online platform to host this public application. Bolton & Menk will host the public Web AppBuilder application using our organizational license for a two-year period.

After two years, a yearly maintenance contract can be established to maintain the site or data can be given to the city for their use.

The application will be designed to display existing conditions of ADA assets, but is also intended to track improvements. All site visitors will be allowed to interact with mapped features to see collected attributes, condition ratings, and any associated photos. Any feedback provided through the public input phase of this project can also be displayed for visualization. If the City of Marshalltown was interested in leveraging their own GIS infrastructure, our GIS staff will work with the city to build a web-based application with similar functionality

TASK 6: SIDEWALK COLLECTION

Description: Bolton & Menk will provide data collection on all sidewalks (121+ miles) located in the rights-of-way and evaluate their general condition. We will identify any significant defects or obstructions. We anticipate categorizing sidewalks as such:

- Non-compliant design (e.g. too narrow, steep)
- Damage that could cause pedestrians to fall
- Damage that could impede access for a wheelchair user or disabled person
- Obstruction that could impede access for a wheelchair user or disabled person
- Maintenance issues including vertical discontinuity, gaps, steep cross slope, cracking, standing water, vegetation, spalling, and others
- Obstructions including items such as hydrants, lighting/traffic signal poles, power poles, manhole/handhole, and gate valves

- Locations with a narrowed PCR/PAR

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Detailed curb ramp inventory including slope and distance measurement.
2. All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit

I.C. CONSIDERATION

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

TASK		PRICE
1	Project Management	\$ 8,100.00
2	ADA Self Evaluation	\$ 58,700.00
3	ADA Transition Plan	\$ 12,500.00
4	Public Involvement	\$ 8,800.00
5	Management System	\$ 1,300.00
6	Sidewalk Collection	\$ 31,600.00
Total		\$ 121,000.00

ITEMS PROVIDED BY CLIENT

The following items are to be provided by CLIENT:

- Existing mapping, plans, reports, and other pertinent information including GIS data
- Property access

**CITY OF MARSHALLTOWN
REQUEST FOR PROPOSAL
FOR
AN AMERICANS WITH DISABILITIES ACT
SELF-EVALUATION AND TRANSITION PLAN**

**Responses due
Tuesday, June 26, 2018, at 5:00 PM CST**

To the following:

City of Marshalltown
Attn: City Clerk
24 N. Center St.
Marshalltown, IA 50158

I. Introduction and Background

The City of Marshalltown, population 27,552, is governed by a Mayor-Council form of government, with a Mayor and seven City Council members. The elected officials employ a City Administrator to carry out their policies and oversee the daily operations of the City. The departments of the City include the following, with employment levels of approximately 175 full-time and 30 part-time employees:

- Police
- Fire
- Public Works
- Parks and Recreation
- Housing and Community Development
- Finance
- Library
- Administration

The City is seeking a qualified firms to compile and implement a comprehensive Federal ADA Self-Evaluation and Transition Plan for City buildings, parks, parking lots, streets intersections and city-owned sidewalks as required by Title II of the ADA.

II. Scope of Work

The following is a proposed Scope of Work for the development of the City of Marshalltown's Self-Evaluation and Transition Plan. The Consultant shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review and City staff guidance. The Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including, but not limited to the following:

- Methodology for the self-evaluation of existing barriers to accessibility
- Summary of the findings of the self-evaluation of facilities, policies, programs, and practices
- Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
- Cost estimates of remediation measures
- Implementation schedule that includes milestones or measures of achievement for monitoring implementation
- Procedure for periodically reviewing and updating the Transition Plan

Additional actions may be proposed by the consultant based on their experience. The Consultant shall provide the City an electronic database of the information on software which is approved by the City. The Consultant shall also provide twelve (12) bound copies of the final report as part of the scope of work.

- A. City Facilities- Attachment A contains a list of all City facilities where the public accesses various services. Those that are in a historic district are identified. The Consultant shall determine which City buildings listed are subject to the requirements

of ADA and shall conduct the necessary investigations of the areas of each building open to public access.

- B. City Parks & Trails- Attachment B contains a map of the City's trail systems along with inventory sheets for all parks in the City, with exceptions noted.
- C. City Parking Lots- The City owns a number of parking lots in the downtown area which are available for public use and are not connected with a City facility. A map of these parking lots is available in Attachment C with corresponding addresses provided.
- D. Traffic Signals- Attachment D contains a list of all traffic signal locations in the City where curb ramps are present. The scope of work does not include an evaluation of all curb ramps in the City.
- E. Curb Ramps- The City does not currently have an inventory of all curb ramp locations within the City. It has been our policy to upgrade curb ramps in the same construction year as a street improvement is being constructed in an area. A list of all curb ramps reconstructed to meet ADA requirements in recent year is available upon request.

III. Submission Requirements

Those intending to respond to the City of Marshalltown Request for Proposal are required to submit the following items in order to be considered:

- a. COVER LETTER- Provide a cover letter from a contact person who has authority to bind the firm contractually, giving his or her title. The letter must certify that all of the information contained in the submission is accurate and complete.
- b. FIRM/PERSONNEL INFORMATION- Provide a brief background of the firm, and a statement of qualifications for completing the specified Scope of Work. Please identify the personnel proposed to work on this project and their qualifications and experiences. If proposing to contract with other firms for the scope of work, please identify the firm and individuals to be used
- c. WORK PLAN- Provide a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services.
- d. REFERENCES- Provide three (3) references, preferably governmental entities, for which you have provided similar services. This should include name, title, phone number, and email address.
- e. PROPOSED FEE- Provide a cost proposal for completing the Scope of Work. This should include all fees for travel, meals, etc.

- f. OTHER- Provide any other information that may be helpful in assessing the firm's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

IV. Evaluation Criteria

The City of Marshalltown will evaluate each proposal fairly and impartially utilizing the following criteria. An evaluation committee consisting of elected officials and staff will be utilized to evaluate all proposals received.

- a. Qualifications and experience of the firm and staff
- b. Capability and resources to handle the City's work.
- c. Project understanding and approach
- d. Proposed cost
- e. Ability to complete the work in a timely manner

V. Timeline and Submittal Information

The City has set the following timeline and process for this Request for Proposal

- Thursday, June 7, 2018: Issue Request for Proposal
- Wednesday, June 13th: Deadline for Questions
- Tuesday, June 26 at 5 PM CST: Proposals Due
- Monday, July 9, 2018: Recommendation to City Council

All questions related to this request for proposal must be submitted in writing to Jessica Kinser at jkinser@marshalltown-ia.gov no later than 5PM CST on Wednesday, June 13, 2018.

Proposals must be sealed and submitted with four (4) hard copies no later than 5PM Central Standard Time on Tuesday, June 26, 2018, to the following:

City of Marshalltown
Attn: City Clerk
24 N. Center St.
Marshalltown, IA 50158

Proposals must reference "RFP for ADA Transition Plan" on the exterior of the sealed bid. Any proposal received after due date and time will not be considered.

Prior to the final selection, firms may be required to submit additional information regarding their qualifications and experience that the City may deem necessary to further evaluate the proposal's qualifications.

The City shall not reimburse firms for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

The City reserves the right to reject any or all proposals and waive any irregularities. The City also reserves the right to choose the proposal that is deemed in the best

interest of the City based on any or all criteria, etc. In addition, the City reserves the right to negotiate any or all items and terms of proposal.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

VI. General Terms and Conditions

- a. **Contract:** Any award of a contract resulting from this RFP will be made only by written authorization from City of Marshalltown upon approval by the City of Marshalltown City Council. The contract between City of Marshalltown and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- b. **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- c. **Incurred Expenses:** This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- d. **Insurance:** The successful bidder must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be names as an additional insured under the liability policy required above.
 - Comprehensive General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Worker's Compensation as required by law
 - Professional Liability for Errors and Omissions \$2,000,000
- e. **Independent Contractor:** Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the

Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.

- f. Nondiscrimination: All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.

Attachment A- City Buildings

The following is a list of City buildings where the public is invited to access services. This list does not include buildings where there is not office space or an advertised location for the public to access services. This also does not include buildings located within park or recreation spaces.

Name	Address	Use
Coliseum* (Historic)	20 W. State Street	Recreation/Community Space
City Hall/Carnegie Building (Historic)	24, 36 N. Center Street/ 10 W. State Street	Administration, City Council, Finance, Housing and Community Development, Engineering, Parks and Recreation offices
Police Station** (Historic)	22 N. Center Street	Police Department
Marshalltown Public Library	105 W. Boone Street	Library/Community Space
Fire Station**	107 S. 1 st Avenue	Fire Department
Public Works Facility	905 E. Main Street	Street Department, Transit Department
Marshalltown Airport	2651 170 th Street	Airport
Compost Facility***	900 Woodland Street	Public drop-off for yard waste
Senior Citizens Building	20 E. State Street	Rented to 2 non-profits providing services to senior citizens
Water Pollution Control Plant Office	1101 Woodland Street	Wastewater administrative offices
Sewer Building	402 Woodland Street (no individual address)	Sewer Collection System office

*The City is currently under contract with an architect to prepare plans and specifications for a renovation of the Coliseum which will address ADA accessibility and other facility issues.

**The City is currently constructing a new Police and Fire Building which will be completed by the end of 2018. The self-evaluation is to include the two existing facilities and not the building currently under construction.

***There is a small office building located at the Compost Facility, but it is not for public access; however the remaining grounds are open to the public.

Attachment B- City Parks and Trails

The City commissioned a Parks and Recreation Master Plan in 2017 which provided an inventory of each of each park. This information follows this page.

From the time the Plan was completed, the City did acquire a nature area called the Rice Grass Wetland located at the southeast corner of Iowa Avenue East and South 18th Avenue. A walking path has been added, but no other improvements have been made at this time.

The City also owns and maintains the Linn Creek Recreational Trail, an 8 mile hard-surfaced trail which continues outside of City limits. The City also maintains trails around three stormwater detention basins which would be part of the evaluation as well. The City also owns the Iowa River Trail in Marshall County, which has been improved up to City limits. The Scope of Work includes the in-the-city portion of the Iowa River Trail. A map of the City's trails are included in this document.

ANSON PARK

301 East Anson

Overall Size = 8.8 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	YES	Multiple playgrounds are available.
Play Equipment	YES	The park has two play systems which include: a twin rider, ponies/frog/squirrel, adult swings(4), pull slide, geodesic climber, infant swings (2), 4' crawl tube, and a spring platform. Additional amenities including: five trash receptacles and nine benches.
Ball Fields	YES	There is a softball field (approximately 230' outfield fence from home plate).
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	One enclosed shelter is available with a maximum capacity of 213. There are also four open-air shelters. Two picnic tables are available within the shelters. There is one additional picnic table available (not in a shelter).
Restroom Facilities	YES	Restrooms are available within the enclosed shelter. There is an additional restroom facility adjacent to the playground. Currently there is no connection to sidewalk to the restrooms.
Drinking Fountain	YES	A drinking fountain is available.
On-Site Parking	NO	Currently there is no dedicated lot. Parking is available at the school.
<u>NOTABLE SITE FEATURES</u>		
Has one enclosed shelter, four open-air shelters, restrooms, softball diamond, and ten pieces of play equipment.		
<u>ADDITIONAL NOTES</u>		
Limited sidewalk access to the play equipment, shelters, and restrooms. Nine bike racks available. The Anson play area East of 4th Ave includes: three shelters, sidewalk access, connects to school parking lot, toddler playground, two benches, one trash receptacle, three grills, and six picnic tables.		

ARNOLDS PARK

107 S 7th Street

Overall Size = 1.3 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park includes two separate playground areas.
Play Equipment	YES	Play equipment includes: a 12' cyclone slide, adult swings (2), tot swings (2), junior whirl, 5' mogul slide, and two bouncer ponies.
Ball Fields	NO	N/A.
Courts	YES	There is a basketball court with two hoops. 42'x90' (approximately) - It is an asphalt court.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Has play equipment and a basketball court.		
<u>ADDITIONAL NOTES</u>		
Several large ash trees within the park. Play equipment appears to be well kept.		

ASSISTANCE LEAGUE PARK

1008 East High Street

Overall Size = 1.4 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	YES	There are several pieces of play equipment.
Play Equipment	YES	Play equipment includes: a coaster climber, three bouncers, one digger, geodesic climber, tube slide, tornado slice, adult swings (2), infant swings (2), turtle, and a twin rider.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Open-air shelter available. No electricity within the shelter. Seating for 8.
Restroom Facilities	NO	N/A.
Drinking Fountain	YES	A drinking fountain is available.
On-Site Parking	NO	N/A.

NOTABLE SITE FEATURES

Has a shelter and play equipment.

ADDITIONAL NOTES

The park has limited sidewalk access. Currently there is no accessibility to park features or shelter, and no trash receptacles. There is a serpentine walk around the slide.

BICENTENNIAL PARK

507 Grandview Drive

Overall Size = 8.2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Play equipment is generally in good condition.
Play Equipment	YES	Modular playground unit (approximate 2-5 year age range) which includes adult swings (2).
Ball Fields	NO	N/A.
Courts	YES	Basketball court is available.
Athletic Fields	NO	N/A.
Shelter	YES	Shelter with one grill, a security light, and a male and female restroom. Electricity is available.
Restroom Facilities	YES	Male and female restroom on site. Three available portable toilets at the soccer fields owned by the adjacent school.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking lot available.

NOTABLE SITE FEATURES

Has a restroom/shelter, play equipment, and a basketball court.

ADDITIONAL NOTES

The entryway is somewhat poorly defined and lacking signage to indicate where to enter. Soccer fields are school property. Includes a large unmown area/drainage way. There is a possible opportunity for disc golf.

BPW PARK 407 Marion Street Overall Size = .8 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes: a climber, pony, adult swings (2), twin rider, groovy slide, merry-go-round. Additional amenities: picnic table with trash receptacle, and one security light.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Has play equipment and an open field area.		
<u>ADDITIONAL NOTES</u>		
Park currently has several weeds with little to no turf grass (in part due to soccer use). Graffiti is present on play equipment.		

ELK'S PARK 516 N Third Street Overall Size = 1.2 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Has play equipment available.
Play Equipment	YES	Play equipment includes: Adult Swings (2), merry-go-round, climber, bouncers/ponies (2), infant swings (2), 12' typhoon slide, twin rider, and a climbing wall.
Ball Fields	NO	N/A.
Courts	YES	Basketball court are available.
Athletic Fields	NO	N/A.
Shelter	YES	Small, open-air shelter in good condition (Materials: steel and powdercoated). A picnic table is also available.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Has a shelter/restroom, basketball court and play equipment.		
<u>ADDITIONAL NOTES</u>		
Currently has poor access. At this time there are no connection to sidewalks. The park contains a good age mix of playground equipment.		

GLENWOOD PARK

2601 S 6th Street

Overall Size = 7.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Has a mini shelter.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No on-site parking currently available. Does have sidewalk access.

NOTABLE SITE FEATURES

The park contains a detention pond with a fountain, dock access, and trail loop around the pond.

Scenic prairie areas are also incorporated within the park.

ADDITIONAL NOTES

Attractive prairie plants - the prairie is in good condition as a result of quality maintenance (prairie burn earlier this year). There may be opportunities to make an event of prairie burns.

GOLDFINCH PARK 310 W Merle Hibbs Blvd. Overall Size = 14.8 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Has a mini shelter.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	No	The current available parking is the driveway(s) of an adjacent future development. Has sidewalk ramp access.
<u>NOTABLE SITE FEATURES</u>		
Space includes a scenic detention pond with a dock/fishing pair.		
<u>ADDITIONAL NOTES</u>		
Currently there is limited parking and accessibility. 10 new trees were recently planted along the adjacent roadway. The space is being used by some residents for fishing. Typical fish that have been caught in this location include: bass, croppie, and northern blue gill. Additional amenities include benches and a trash receptacle.		

JAYCEES PARK

1401 Rolling Meadows Road

Overall Size = 1.2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes: a mustang whirl, adult swings (2), infant swings (2), wave slide, modular system, twin rider. Two primary play areas.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has an open-air shelter with one picnic table, one trash receptacle. No sidewalk access to the shelter.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No parking currently available. Visitors are required to park on the side of the street.

NOTABLE SITE FEATURES

Has a shelter and play equipment.

ADDITIONAL NOTES

Currently there are no sidewalk connections. The park is small but quaint.

JUDGE PARK

1203 South 12th Street

Overall Size = 4.1 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has one gazebo with two picnic tables.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking is available, but with limited access, visibility, and signage.
<u>NOTABLE SITE FEATURES</u>		
Notable site features include gazebo, bridge, vast open space, trail connectivity to other recreation areas.		
<u>ADDITIONAL NOTES</u>		
Somewhat difficult to find/access the park. Seems to be underutilized. Has access to trails, prairie, and other community parks.		

KIWANIS PARK

2206 S 3rd Avenue

Overall Size = 6.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Has playground equipment available.
Play Equipment	YES	Play equipment includes: adult swings (2), wave slide, merry-go-round, climber, bouncers/ponies (2), infant swings (2), and a play system.
Ball Fields	NO	N/A.
Courts	YES	Has a basketball court with one hoop. The court is approximately 40'x90' (asphalt court) - is currently in need of repair/replacement.
Athletic Fields	YES	Soccer fields are available but unmaintained. These currently appear as open space.
Shelter	YES	The park has one enclosed shelter with outlets, but not heat or air conditioning. The shelter includes fans, grills with exhaust vents, and 12 picnic tables. Available for rental with a maximum capacity of 99. Additional open-air shelter with a grill and two picnic tables.
Restroom Facilities	YES	Yes, the park has male and female restroom available (only when building is rented).
Drinking Fountain	YES	Yes, but hidden behind an overgrown shrub.
On-Site Parking	YES	A large parking lot available.

NOTABLE SITE FEATURES

The park has an enclosed shelter, enclosed restrooms, one open-air shelter, play equipment, and a basketball court. The basketball court is currently in poor condition.

ADDITIONAL NOTES

The play equipment and features are dated and in need of improvement or replacement.

LAWRENCE PARK

102 N 22nd Street

Overall Size = .2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	At this time the park only contains two swings and a bouncer feature.
Play Equipment	YES	The park has limited play equipment. Adult swings (2), bouncer/pony (1).
Ball Fields	NO	N/A.
Courts	YES	The park has a basketball hoop with a small asphalt pad. Approximately 40'x20' basketball court.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Swings, bouncer, and basketball hoop.		
<u>ADDITIONAL NOTES</u>		
Two shade trees - both of which are Ash trees.		

LINN CREEK RECREATIONAL TRAIL

2101 Highland Acres Road

Overall Size = 9.6 Miles

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.

NOTABLE SITE FEATURES

9.6 miles of recreational trails connecting to several parks and recreation areas.

ADDITIONAL NOTES

Several comments in the comment boxes addressed cracks in the trails and the overall condition of trails. Has benches, trash receptacles, and mini shelters along the trail.

MARSHALLTOWN SKATE PARK

901 South 6th Street

Overall Size = 1.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	YES	The park contains nine skate park features/obstacles.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No parking area for the skate park itself, however there is the ability to park at MEGA 10 and access via the Linn Creek Trail. The 6th Street Complex/MFL/Little League parking lot is also within close proximity.
<u>NOTABLE SITE FEATURES</u>		
<u>ADDITIONAL NOTES</u>		
Elements within the skate park are in good condition and are made of steel. There is space is available for a few more obstacles to be incorporated. There are two security lights currently in the park. There is lighting on the skating area for night use of the space.		

MEGA 10 PARK

902 South 6th Street

Overall Size = 4.9 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	YES	Newly updated playground, equipment, and Children's Discovery area.
Play Equipment	YES	2017 Playground equipt with Iowa's first zipline of its kind. Additional adult fitness area, 4 bay (adult) swings, and Children's Discovery area.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park currently has tree open-air shelters, each with a grill, trash can, and two tables.
Restroom Facilities	YES	Mens and womens restroom available.
Drinking Fountain	YES	Drinking fountain access at the restrooms.
On-Site Parking	YES	18 parking spaces available by the caboose with nearby off site parking.

NOTABLE SITE FEATURES

Has three open-air shelters, restrooms, new play equipment, and caboose.

ADDITIONAL NOTES

The Children's Discovery Garden has multiple themes, including an edible garden, musical play area, butterfly/pollinator garden, outdoor classroom, and more. The caboose is newly painted with updated landscape design and benches. New playground surfacing is currently peeling up in places. It may be beneficial to increase the amount of security/lighting.

MORRIS PARK

On trail west of 12th Street

Overall Size = 11.9 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Bench available alongside the trail.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
<u>ADDITIONAL NOTES</u>		
Only accessible via walking/bike trail.		

NICHOLSON-FORD OHV PARK

East end of Marion Street

Overall Size = 367 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has an open-air shelter.
Restroom Facilities	YES	Mens and womens restroom is available.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking is available.

NOTABLE SITE FEATURES

The park has scenic trails and naturalized areas.

ADDITIONAL NOTES

This is a DNR Designated OHV Park. The park provides access to naturalized areas and the Linn Creek trail. The City currently owns the land and leases it to the OHV club for their use for \$125/year. The lease is in effect until 2025, at which time it can be renewed for another 10 years. The park is located on the Iowa River Floodplain.

OPTIMIST PARK 305 S 18th Avenue Overall Size = 1.2 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes a galaxy whirl, three bouncers/ponies, play structure (newer) and accommodates an aproximate 5-12 age range.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has an open-air wooden shelter with two picnic tables, a grill and a bench. There is no electricity currently available.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	2-4 parking spaces are provided. There is also parking available in the neighboring office lot.
<u>NOTABLE SITE FEATURES</u>		
The park has a shelter and play equipment.		
<u>ADDITIONAL NOTES</u>		
The park currently does not have sidewalk access or much accessibility.		

PETERSON PARK

1503 Woodbury Street

Overall Size = 2.2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment available including: adult swings (2), infant swings (2), climber, bouncers/ponies (2), tall slide, and a modular play structure. Additional amenities include one picnic table.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No on-site parking currently available.

NOTABLE SITE FEATURES

The play equipment and trail access.

ADDITIONAL NOTES

The park currently has some graffiti on play equipment and no security lighting. The park does have good trail access, which could be a great opportunity for trail side amenities.

RIVERVIEW PARK

402 Woodland Street

Overall Size = 153.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Multiple playgrounds and play areas.
Play Equipment	YES	Three playground areas. Play structure #1 (age range 5-12), Adult swings (4), infant swings (2), additional amenities: 2 picnic tables, 3 benches, and security light. Play structure #2 (age range 3-10), infant swings (2), 3 picnic tables, 3 benches, bouncers, diggers, security light, parking and sidewalk access. Play structure #3 (Ages 5-13) newer, more modern appearance.
Ball Fields (Disc Golf)	YES	18 hole disc golf course available at the park.
Courts	YES	Tennis court (1) with pickleball striping (newer/good condition), a basketball court, and a volleyball court. Bike racks are available near the tennis/basketball courts.
Athletic Fields	NO	N/A.
Shelter	YES	Three enclosed shelters with grills. #1 Community Building (120 capacity)- largest, most popular near campground. Parking available, heat and ac, fridge, sink, and restrooms. Enclosed shelter #2 Reunion hall (100 capacity) - parking and sidewalk access, restrooms, fridge, sink, projection screen, 3 picnic tables and grill. #3 log cabin - volleyball court, 6 picnic tables, grill, restrooms nearby. Three additional open-air shelters with grills, trash receptacles, and picnic tables. Volleyball standards at the Community Building and Reunion Hall.
Restroom Facilities	YES	Restroom facilities are available in the Community Building, Reunion Hall, and outside the Log Cabin and near dog park/Woodland Street (water fountain available).
Drinking Fountain	YES	Drinking fountain near dog park/road way, access to water/restroom (but not a drinking fountain) near the Log Cabin.
On-Site Parking	YES	Multiple parking areas. On-site parking available near the community building, the reunion building and adjacent park, the tennis courts, and the dog park.

NOTABLE SITE FEATURES

3 enclosed shelters, 3 playground areas, tennis court with pickleball striping, basketball court, volleyball court, dog park (small and large dog runs), annual planting beds, JBS statues, Bell tower, camping sites, 18 hole disc golf course, trail network, river along the North side the park, and bridge.

PROGRAMMING

Children/group activities offered in the Community Building and Reunion Building. Summer programming offered.

ADDITIONAL NOTES

Disc golf course - popular and spans across both sides of Woodland Street. There is an opportunity to beautify the portion of the park along Highway 14 as part of the corridor improvement project. Potential to cut down on moving and preserve "naturalized areas" (would need to revise ordinance in relation to maintenance.)

RIVERVIEW PARK CAMPGROUND

402 Woodland Street

Overall Size = 12.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	There are currently no playgrounds available in the campgrouna area.
Play Equipment	NO	There is play equipment available in other areas of the park.
Ball Fields	NO	N/A.
Courts	NO	There is a tennis court with pickleball striping, a basketball court, and a volleyball court available in other areas of the park.
Athletic Fields	NO	N/A.
Shelter	YES	Two open-air shelters are provided within the campground. Each of these shelters has electricity. There are six picnic tables per shelter. One shelter indicated that it was built in 1988.
Restroom Facilities	YES	Restroom are available for campers, but only with a code. The restroom area includes two showers, two toilets, and two sinks. A book share elemtne is available outside of the restrooms.
Drinking Fountain	YES	There is access to running water (via a pump). 3 Hydrants available.
On-Site Parking	YES	There is a parking lot at the Community Building as well as 60 camp sites with space for the renter to park.

NOTABLE SITE FEATURES

60 camp sites are offered for rent, each with electricity available. The area has two open-air shelters. There are locked restrooms with showers available through the use of a code system.

ADDITIONAL NOTES

An online reservation system would be preferred for camp sites. The sites are not currently being fully booked. There is an opportunity to naturalize the area and enhance the west side of the park along Highway 14 with the corridor improvement project.

SIXTH STREET COMPLEX/MFL/LITTLE LEAGUE AREA

800 South 6th Street

Overall Size = 30.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Has two small play areas.
Play Equipment	YES	Small play structures with bench (older) in close proximity.
Ball Fields	YES	There are three softball fields within the Sixth Street Complex area, as well as 5 additional ball fields in the Little League area (little league not owned/maintained by the City).
Courts	NO	N/A.
Athletic Fields	NO	
Shelter	YES	The park contains six gazebos, two shelters, and one concession stand. There are several trash receptacles on-site.
Restroom Facilities	YES	Yes - with the concession stands. One provided by the East diamond, one by the West diamond.
Drinking Fountain	YES	Yes - one by the concession, one by the East diamond, one by the West diamond.
On-Site Parking	YES	Parking is available, however the parking conditions are somewhat poor.

NOTABLE SITE FEATURES

The area includes ball fields, a seating and concession area, benches, and a rock monument.

PROGRAMMING

Has several programmed sporting events.

ADDITIONAL NOTES

The seating/concession areas are in good condition. The parking and playground area have room for improvement.

TIMBER CREEK PARK

609 E Southridge

Overall Size = 15.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play system with an age range of 2-10. Includes: adult swings (2), infant swings (2), bouncers/ponies - 3 (seal, frog, spaceship), and diggers(2). Additional amenities include: 6 trash receptacles, and four benches.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	There are two open-air shelters, each with 6 picnic benches and two trash receptacles.
Restroom Facilities	YES	Yes - a mens and womens restroom, built 2016.
Drinking Fountain	YES	Drinking fountain available. Not working/needs repairs (\$\$).
On-Site Parking	YES	There are two parking areas. One six-stall lot, and an additional cul-de-sac/turn-around parking area.

NOTABLE SITE FEATURES

Areas of prairie, bridges, shelters, trash receptacles, play equipment, and a pond.

ADDITIONAL NOTES

A bio-retention area is to be installed by six-stall parking area. The pond's water quality needs improvement, with the potential to be dredged.

WEST END/TANKERSLEY PARK

220 N 13th Street

Overall Size = 4.9 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes: a 6' typhoon slide, play system, digger, adult swings (2), infant swings (2), and twin rider.
Ball Fields	YES	The park contains softball field (regular maintenance is needed).
Courts	Yes	Previously four tennis courts were available. Futsal is planned for future use.
Athletic Fields	NO	N/A.
Shelter	YES	Includes an open-air shelter with two picnic tables. There is also a grill available.
Restroom Facilities	YES	There is a restrooms facility available, which is planned to be replaced.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking is available by the old tennis courts/futsal area. Small parking lot by the restrooms as well.

NOTABLE SITE FEATURES

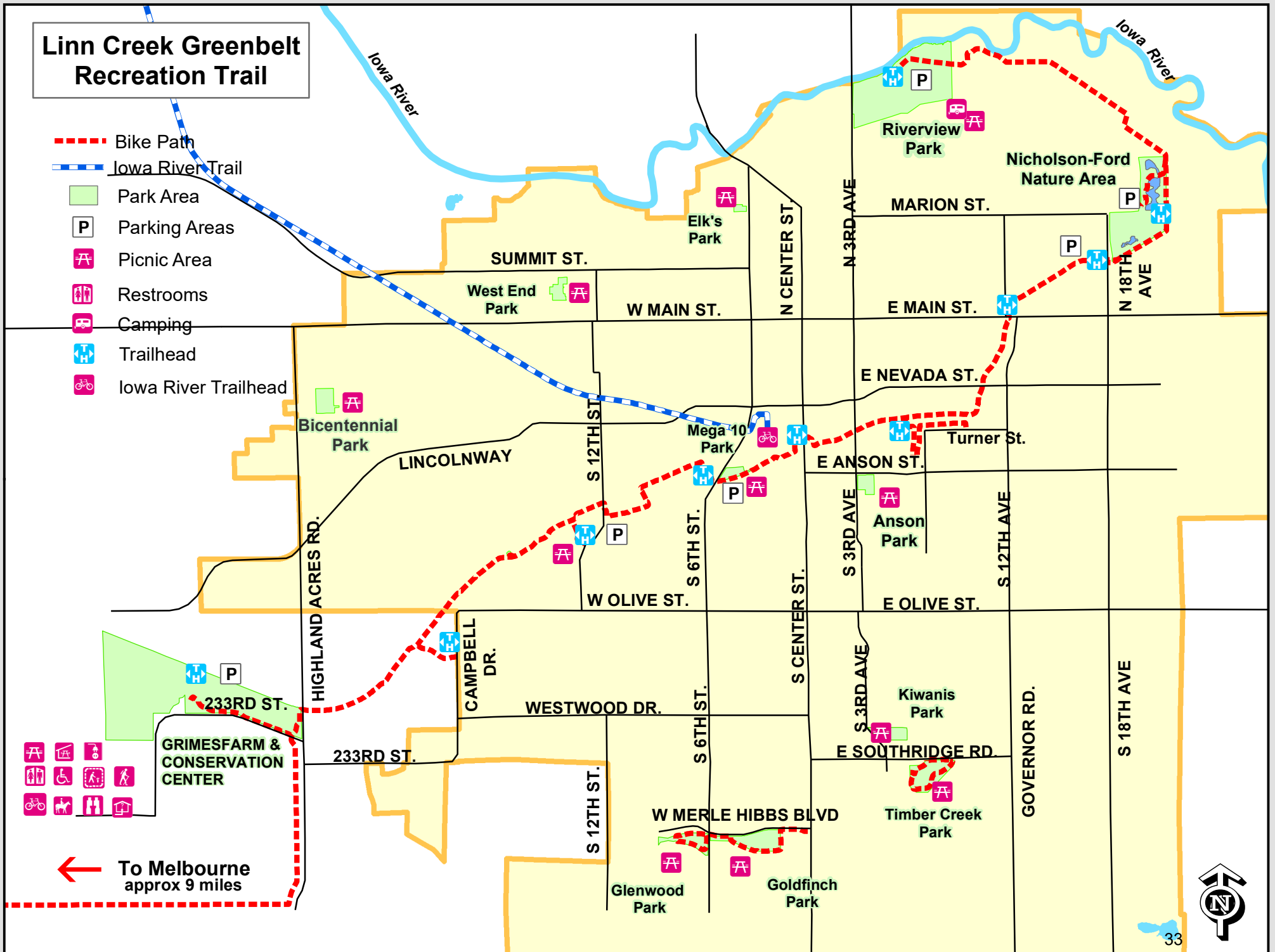
The park has a shelter, restrooms, tennis courts, six pieces of play equipment, bridge over creek, and a softball diamond.

ADDITIONAL NOTES

The drainage way serves as an opportunity for a riparian strip, playground equipment in relatively good shape. The swing set could be improved with a new coat of paint.

Linn Creek Greenbelt Recreation Trail

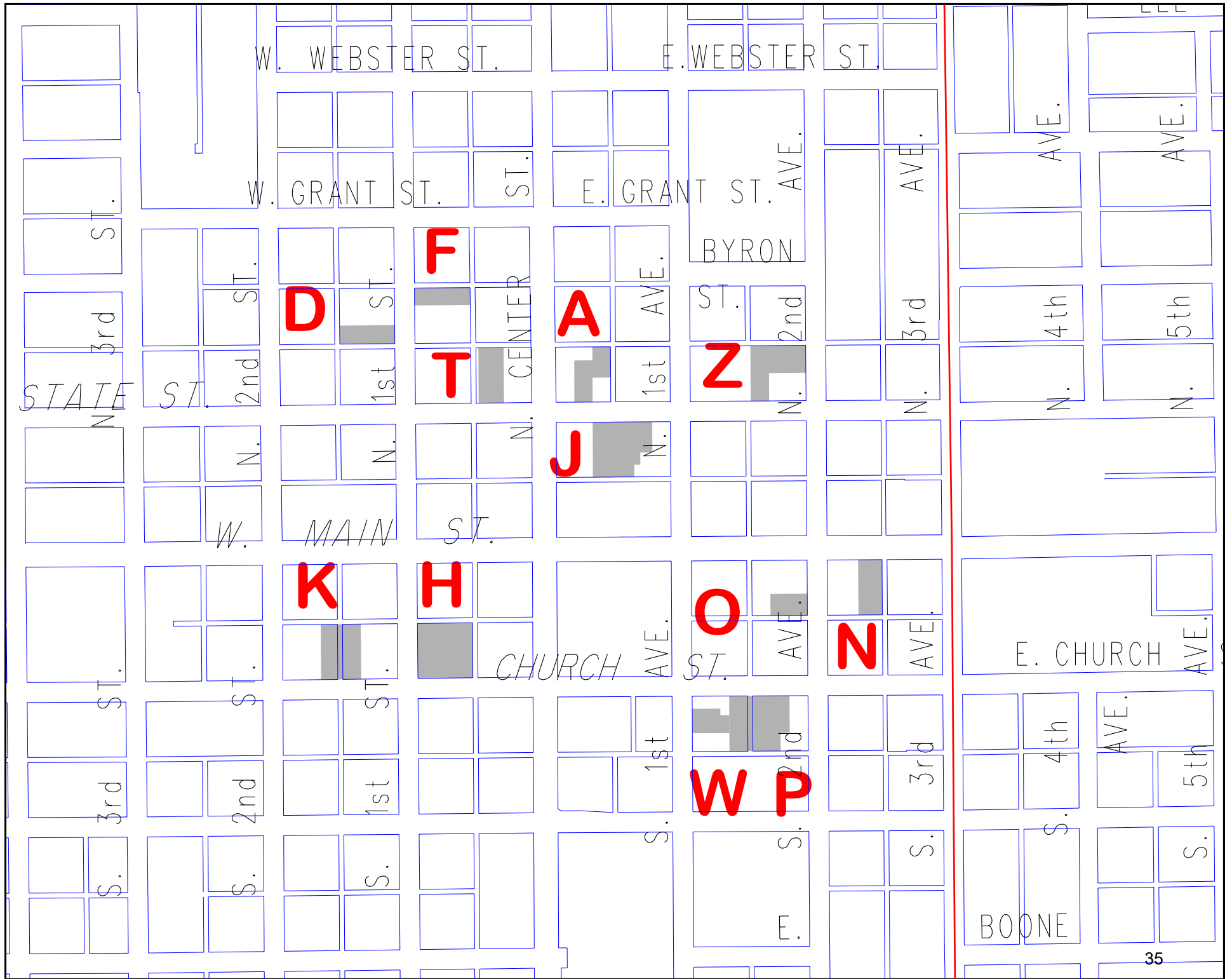
- Bike Path
- Iowa River Trail
- Park Area
- Parking Areas
- Picnic Area
- Restrooms
- Camping
- Trailhead
- Iowa River Trailhead



Attachment C- City Parking Lots

The list below indicates the addresses of each of the City-owned parking lots in the downtown area. A corresponding map can be found on the following page.

Name	Address
Parking Lot A	12 E. State Street
Parking Lot D	108 N. 1 st Street
Parking Lot F	111 N. 1 st Street
Parking Lot H	7-9 W. Church Street
Parking Lot J	17 E. State Street
Parking Lot K	111 W. Church Street
Parking Lot N	213 E. Main Street
Parking Lot O	S. 2 nd Avenue, south of Main Street
Parking Lot P	E. Church Street, between 103 and 111
Parking Lot T	13-15 W. State Street
Parking Lot W	103 E. Church Street
Parking Lot Z	106 N. 2 nd Avenue



Attachment D- Traffic Signals

The following are the locations of the traffic signals within the City of Marshalltown:

- 3RD AVE At RIVERSIDE ST
- 3RD AVE At STATE ST
- 3RD AVE At MAIN ST
- 3RD AVE At CHURCH ST
- 3RD AVE At LINN ST
- 3RD AVE At ANSON ST
- ANSON ST At 1ST AVE
- CENTER ST At ANSON ST
- CENTER ST At SOUTH ST
- CENTER ST At OLIVE ST
- CENTER ST At MEADOW LN
- CENTER ST At WESTWOOD DR
- CENTER ST At SOUTHRIDGE RD
- CENTER ST At NICHOLAS DR
- CENTER ST At HIBBS BLVD
- CENTER ST At BERLE RD
- CENTER ST At IOWA AVE
- GOVERNOR RD At OLIVE ST
- CENTER ST At BOONE ST
- CENTER ST At LINN ST
- CENTER ST At CHURCH ST
- 13TH ST At MAIN ST
- 6TH ST At OLIVE ST
- 6TH ST At IOWA AVE W
- E CHURCH ST At 1ST AVE



POLICE DEPARTMENT

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TO: Mayor Joel Greer
Members of the Marshalltown City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: July 2, 2018

RE: Marshalltown Police Department Patrol Vehicle Purchase FY 18-19

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

Recommendation: Staff recommends approving the purchase of two, 2019 Ford Interceptor SUV police package vehicles from Jensen Ford (Marshalltown, Iowa). The police department's Operations Division for uniform patrol functions will use these vehicles. As part of this purchase, staff recommends approval of trading a 2014 model Chevrolet Tahoe police package vehicle and a 2014 Dodge Charger police package vehicle that are currently owned by the City of Marshalltown. Both vehicles are being retired from the police department's patrol fleet due to increasing maintenance concerns.

Background: The police department has a 2014 model Chevrolet Tahoe police package vehicle (87,000 miles) and a 2014 Dodge Charger police package vehicle (77,500 miles) that have become maintenance concerns and have increasing mechanical problems. The police department each year carefully reviews our fleet needs and evaluates the operational viability of each vehicle. Due to mechanical and maintenance concerns, these two vehicles no longer can be used effectively as emergency response vehicles. Staff recommends it is in the best interest of the City to retire these vehicles from the police fleet. The department has planned to replace these vehicles as part of the Capital Improvement Plan (CIP) budget. The police department has budgeted \$120,000.00 for the purchase of patrol vehicles in the CIP budget for FY 18-19. This budget includes the purchase of the vehicles, emergency vehicle equipment and installation of necessary emergency equipment.

The police department has utilized Ford Interceptor police package vehicles over the past couple of years. We have been very satisfied with the overall performance and affordability of these vehicles. Police department staff contacted multiple Ford vendors seeking quotes for police package Interceptors. Two vendors, Stivers Ford and Jensen Ford, responded to our request. Stivers has the state bid package for Ford Interceptor police vehicles. Additionally, department staff sought quotes for trade value on the aforementioned 2014 Chevrolet Tahoe and 2014 Dodge Charger. Jensen Ford submitted the most economical proposal for the purchase of two new police package vehicles. Jensen Ford is able to provide police vehicles that meet our operational needs. The department is also pleased to be able to purchase police vehicles from a local vendor.

Jensen Ford will order two, 2019 Ford Interceptor police package vehicles for us at a purchase price of \$36,150.00 each or a total cost of \$72,300.00. This price meets the state bid price that Stivers Ford offered. Additionally, Jensen Ford has agreed to offer a discount of \$5,120.00 per vehicle bringing the purchase price down to \$31,030.00 per vehicle or a total cost of \$62,060.00.


CITY COUNCIL
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Leon Lamer, Bill Martin, Bethany Wirin

Jensen has offered trade value of \$13,000.00 for the 2014 Chevrolet Tahoe and \$11,000.00 for the 2014 Dodge Charger. Less trade value on these two vehicles, the purchase price of the two new vehicles to \$38,060.00. This purchase price does not include the purchase and installation of necessary emergency vehicle equipment.

Budget Impact: The CIP budget for FY 18-19 has sufficient funds for this law enforcement vehicle purchase.

Misc: MPD staff will be present at the July 9, 2018, meeting of the Marshalltown City Council to answer questions regarding this proposed police vehicle purchase.

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF TWO 2019 FORD INTERCEPTOR POLICE PACKAGE VEHICLES FROM JENSEN FORD FOR THE PRICE OF \$62,060.00 FOR USE IN THE POLICE DEPARTMENT AS EMERGENCY RESPONSE VEHICLES AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, A 2014 CHEVROLET TAHOE FOR \$13,000.00 AND A 2014 DODGE CHARGER FOR \$11,000.00.

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

WHEREAS the City of Marshalltown, Iowa desires to procure two, 2019 Ford Interceptor police package vehicles to be utilized by the police department as emergency response vehicles and sought quotes for this purpose; and

WHEREAS Jensen Ford, Marshalltown, Iowa submitted a bid on two 2019 Ford Interceptor police package vehicles for a purchase price of \$62,060.00 and offered to credit the City of Marshalltown \$24,000.00 in total trade value on a 2014 Chevrolet Tahoe (\$13,000.00) and a 2014 Dodge Charger (\$11,000.00) which are being retired from the police department fleet. Less trade value on the two retired vehicles, the purchase price of the two new vehicles is \$38,060.00, and

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

WHEREAS the City is the sole owner of a 2014 Chevrolet Tahoe and a 2014 Dodge Charger which is to be declared surplus property; and

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

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

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

Section 1. That the City of Marshalltown accepts the bid from Jensen Ford for the purchase of two, 2019 Ford Interceptor police package vehicles to be used as said police response vehicles in the amount of \$62,060.00. Less trade value of the surplus property (\$24,000.00), the purchase price of the two new vehicles reduces to \$38,060.00.

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

- A. 2014 Chevrolet Tahoe, VIN: 1GNSK2E00ER161143
- B. 2014 Dodge Charger, VIN: 2C3CDXKT3EH351168

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

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

Passed this 9th day of July 2018, and signed this _____ day of July 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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

To: Mayor and City Council
From: David Rierson
Date: 07-09-2018
RE: Vehicle Purchase

Background: The 2018 CIP Plan includes the purchase of a pickup truck for the Fire Department in the amount of \$32,000. This vehicle will replace a 2003 Dodge Dakota pickup which has extensive rust damage to the fender wells and rear bumper (see attached photos). The vehicle will be used to transport equipment and personnel to and from fire scenes, tow our boat and rescue trailers, and transport personnel to and from training classes. According to Kelly Blue Book the vehicle value is in the range of \$1300 - \$1500 in fair condition. Cost to repair the vehicle is \$4,765, which exceeds the vehicle's value. Fire Department staff consulted the State of Iowa Vehicle Purchasing Program and found the Dodge pickup to be the least expensive. Additionally, three RFP's were sent to Stew Hansen Dodge (holder of the State bid), Dave Wright Dodge, and McGrath Dodge. Dave Wright was non-responsive. Stew Hansen came back with a price of \$26,935 and McGrath came back with a price of \$26,885, which is \$50 under State pricing.

Recommendation: It is the recommendation of the Fire Chief that the City accepted this proposal and purchases the vehicle from McGrath Dodge at the bid price of \$26,885.

Budget Impact:

CIP Plan has \$32,000 approved for the purchase.

\$26,885 for the purchase of the vehicle.

\$4,550 for emergency lighting and radio equipment transfer.

\$500 for marking.

\$31,935 total.



CITY COUNCIL: Mike Gowdy, Gabriel Isom, Al Hoop, Leon Lamer,
Bill Martin, Sue Cahill, Bethany Wirin

RESOLUTION APPROVING THE PURCHASE OF A 2019 DODGES PICKUP
FROM MCGRATH DODGE

WHEREAS the City of Marshalltown, in the Capital Improvement Plan, approved the purchase of a one-half ton pickup truck; and

WHEREAS, the Fire Department has reviewed the State of Iowa Vehicle Purchasing Contract and requested RFP's from three vendors; and

WHEREAS, the Fire Department received two RFP's with the low bid coming from McGrath Dodge at a price of \$26,885; and

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

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

Section 1. The City of Marshalltown, Iowa authorizes the purchase of a 2019 Dodge Pickup from McGrath Dodge at a cost of \$26,885.

Section 2. This Resolution is in full force and effect from and after its passage.

Passed this 9th day of July, 2018, and signed this ____ day of July, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**ORDINANCE NO 14973 AMENDING CHAPTER 26, STREETS AND SIDEWALKS,
ARTICLE III, SIDEWALKS, BY REPEALING CURRENT LANGUAGE AND ADOPTING
NEW LANGUAGE**

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

SECTION 1. Amendment. Chapter 26, Article III of the City of Marshalltown Code of Ordinances is hereby amended by repealing all current language of Sections 39 to 66 and replacing it with the following new language:

Sec. 26-39 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.

Sec. 26-40 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.

Sec. 26-41 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.

Sec. 26-42 City may order repairs.

If the abutting property owner does not maintain sidewalks as required, the Council 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 Council 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])

Sec 26-43 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)

Sec. 26-44 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:

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

(Ord. 14668, § 1, 2-26-01)

Sec. 26-45 Deferments of New Sidewalk Construction.

The construction of a sidewalk, as required by Section 26-44 may be deferred for a specified period of time in a given instance. Applications for deferments must be submitted to the Housing and Community Development Department, along with the established fee, as set by resolution. A deferment will be recommended 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:
 - a.) No pedestrian generators exist in this location; or
 - b.) 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.

Sec. 26-46 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 Zoning officer may administratively repeal the deferment.

(Ord. No. 14779, § 1, 03-13-2006)

Sec. 26-47 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.

Sec. 26- 48 Sidewalk standards.

Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be constructed in accordance with the City's standard specifications. All such work shall be done under the direction and supervision of and subject to inspection and approval of the Public Works Director. If such work does not comply with the provisions of this chapter, the Public Works Director, 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.

1. *Cement.* Portland cement concrete shall be the only cement used in the construction and repair of sidewalks. The cement shall be standard gray color. Request to use any other color must be approved by the City Engineer.
2. *Construction.* Sidewalks shall be of one-course construction, using State Department of Transportation Class C portland cement concrete.
3. *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.
4. *Sidewalk bed.* The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.
5. *Length, width and depth.* Length, width and depth requirements are as follows:
 - a. Residential sidewalks shall be at least four feet wide and four inches thick, and each section shall be no more than four feet in length;
 - b. 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
 - c. Driveway areas shall be not less than six inches in thickness.
6. *Grade.* The City Engineer shall establish the sidewalk grade.
7. *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.
8. *Slope.* All sidewalks shall have a maximum slope of 2% towards the curb.
9. *Finish.* All sidewalks shall be finished with a broom finish. All walks must be true to grade.
10. *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.

Sec. 26-49 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.

Sec. 26-50 Barricades and warning lights.

Whenever 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 as stated in Section 26-22. 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.

Sec. 26-51 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.

Sec. 26-52 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.

Sec. 26-53 Openings and enclosures.

It is unlawful for a person to:

1. *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.
2. *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
3. *Protect openings.* Neglect to properly protect or barricade all openings on or within six feet of any sidewalk.

Sec. 26-54 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.

Sec. 26-55 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.

Sec. 26-56 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)

Sec. 26-57 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])

Sec. 26-58 to 66 Reserved.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When Effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed_____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 AMENDMENT 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

ORDINANCE NO. 14975

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in Urban Renewal Area No. 3.

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

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 3, as from time to time amended.

“Urban Renewal Area Amendment” shall mean the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 of the City of Marshalltown, the description of which taxable property is set out below, approved by the City Council by resolution adopted on June 18, 2018:

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.

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

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

amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

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

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

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

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

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

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

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2018.

Mayor

Attest:

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
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To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 3, 2018
RE: Sidewalk Gap Project Prioritization

The City Council asked staff to provide a prioritization for the multiple sidewalk gap projects which were identified at the June 11th Council meeting. After looking at the list and taking the Council's priorities into considerations, we came up with the following top considerations:

- History of non-motorist crashes
- Proximity to a school

A map of the non-motorist crash data is included for your information. Using those two factors, a clear priority of projects began to emerge. There were many other projects which did not fit within these two priority categories but still required some sort of prioritization. The scope of the project, presence of other sidewalks in an area, and current and likely use of the sidewalks were the other factors to come up with a proposed 10 year prioritization, which is attached with this memo.

Due to the estimated costs of the first 3 years of projects, we recommend borrowing as part of a larger general obligation bond. If the estimated cost of a project(s) was less than \$200,000, we recommend budgeting that as a capital project for the Road Use Tax fund.

At this time, we recommend proceeding with the highest priority project on 12th Avenue, Olive Street, and 17th Avenue. This borrowing could be included in a fall 2018 borrowing, with the Council having a future discussion about whether to repay from the debt service levy or TIF. The Engineering Division had this project designed, so an update would be needed. This project also had a number of temporary and permanent easements, which will need to be reviewed as ownership could have changed in the last 10 years. This engineering work could start immediately, with a project to be put out to bid in early 2019.

Year 2 would correspond with fiscal year 2020, year 3 would be fiscal year 2021, and so on. This plan would then be combined with the Capital Improvement Plan in the next budget cycle to begin moving forward with addressing many of these longstanding issues.

At this time, we would be looking for a motion to accept the prioritization and to make it part of the Capital Improvement Plan. If the Council feels they are ready, a motion to move forward with the Fisher-Governor Road/Fairgrounds project in the current fiscal year would be needed.

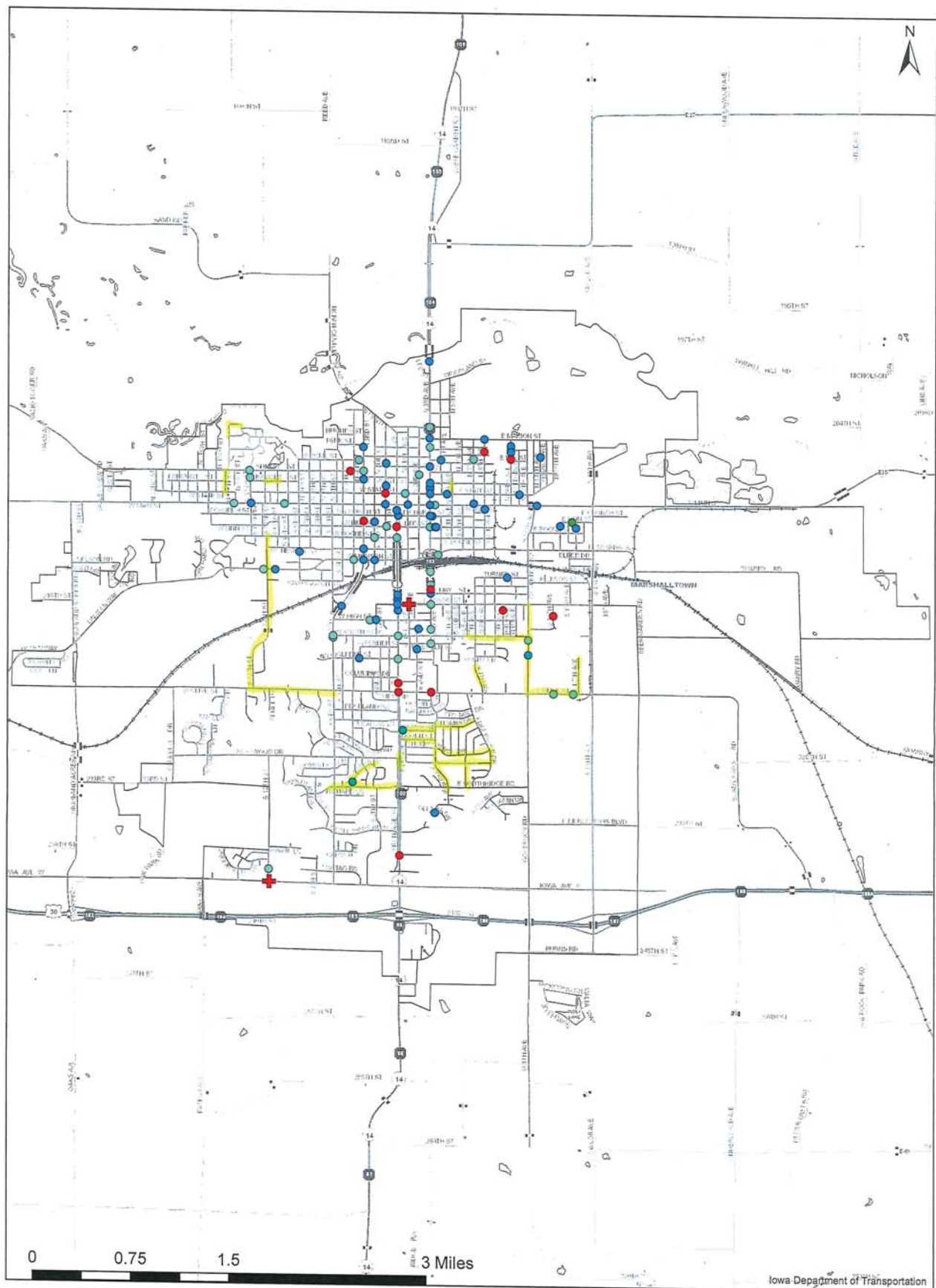
City Council

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



Priority/ Year	Project #	Street Where Sidewalk Does not Exist	Cross Streets/Block #s	Est. Cost	Notes	Possible Funding Source
1	Fisher-Governor Rd/ Fairground	17th Ave- West Side Olive Street- North Side 12th Ave- East Side 12th Ave- East Side 12th Ave- East Side	Olive St 12th Ave 1700 Govern Olive St. Olive St South St. Anosn St.	\$ 855,972	Highest # of non-motorist crashes 2008-17	GO Bond- repayment by TIF or debt service tax levy
2	Fisher Elem	4th Street- East Side 4th Street- East Side 4th Street- West Side Pleasantview- North Side	Meadow Ln Bryngelson Pleasantview Pleasantview Sunset 4th St Bryngelson	\$ 149,858	Sidewalk does exist on opposite side of the street in most areas; school safety project	GO Bond- repayment by debt service tax levy; Total borrowing: \$544,239
2	Southridge	Southridge- North Side Southridge- South Side Southridge- North Side Wauconda- West Side	6th St 6th St Center St 2401 Wauconda Rd.	\$ 190,502	2nd highest # of non-motorist crashes 2008-2017; gap in front of one property; would	
2	Anson Elementary	South Street- North Side	7th Ave 12th Ave	\$ 203,879	No sidewalk currently on either side of street	
3	Hoglan Elementary	Newcastle Rd- South Side Newcastle Rd- South Side 5th Ave- West Side 5th Ave- East Side Thunderbird- South Side	3rd Ave 5th Ave Edgebrook 414 Newcastle 502 Newcastle 3rd Ave 5th Ave	\$ 701,207	School area; no existing sidewalks on Newcastle or Thunderbird segments; missing connections on 5th Ave to existing sidewalks	GO Bond- repayment by debt service tax levy
4		1501 S. 7th Ave- West Side	(Undeveloped lot)	\$ 26,559	Missing connection between existing sidewalks	
4		Fremont St- South Side	1204 Fremor N. 12th St	\$ 11,018	Missing connection between existing sidewalks	Road Use Tax Fund; total cost: \$182,189
4		South Center St- East Side	Bohen St Pinnacle Bank	\$ 144,612	Major corridor heavily used by pedestrians; sidewalk does exist on west side of the street	

Priority/ Year	Project #	Street Where Sidewalk Does not Exist	Cross Streets/Block #s	Est. Cost	Notes	Possible Funding Source
5		Bohen St- TBD	Center St 3rd Ave	\$ 254,885	No existing sidewalk	GO Bond- repayment by debt service tax levy; Total borrowing: \$527,996
5		Palmer St- TBD	Center St 3rd Ave	\$ 273,111	No existing sidewalk	
6		12th St- TBD	Boone Olive St.		No existing sidewalk;	GO Bond- repayment by debt service tax levy
		Olive St- TBD	12th St 6th St	\$ 896,012	connections to Linn	
					No existing sidewalk; could be used for Franklin Elem/Miller Middle School	Road Use Tax Fund
7		Taft St.- TBD	Summit State	\$ 173,739		
					Sidewalk does exist on the north side of the street; significant residential area	Road Use Tax Fund
8		Thomas Dr- N. Side	1901 S. 4th A Edgebrook	\$ 61,152		
					Sidewalk does exist on the north side of the street; significant residential area	Road Use Tax Fund
9		E. Olive St- South Side	Edgebrook 7th Ave S	\$ 64,480		
10		Highland Dr.- TBD	N 5th St. N. 6th St.		No existing sidewalk;	Road Use Tax Fund
		N. 6th St.- TBD	Highland Jerome	\$ 176,008	remote neighborhood	



Nonmotorists Crashes **City of Marshalltown, Iowa** **2008- Preliminary 2017**

Legend

Crash Severity

- + Fatal (2)
- Major Injury (13)
- Minor Injury (62)
- Possible/Unknown Injury (39)
- Property Damage Only (1)

— City Roads

10 years



Snapshot date: May 21, 2018
 Production date: May 25, 2018

MARSHALLTOWN

— I O W A —

City Administrator's Office

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To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 3, 2018
RE: 2nd Quarter Update of Strategic Plan

We have finished the second quarter of the year, and it's time to review our progress on our strategic plan. I have included two attachments: the first being a review of actions that have occurred in the last quarter as they relate to our goals and objectives. You will see that we have been busy and that no single goal has been neglected during the last quarter. Overall we are doing well and are on-track for this point in the year with multiple items.

The second attachment is a review of how we said we would implement various actions as they relate to the goals and objectives and assigned timelines. On this attachment, I used yellow highlighting to identify items that are in process but were not completed by the end of the quarter/deadline. The red highlighting indicates these items have not been discussed or acted upon in the last quarter/by their intended deadline.

- Adoption of an economic development philosophy
- Consideration of recommended railroad crossing safety improvements
- Joint meeting with the Library to discuss expansion opportunities

The first two items will come forward in the near future for further discussion. At this time, the Library has undertaken a strategic planning process and would like to complete that process before having a joint meeting with the City Council. I would anticipate this could occur in 2019, and we will note this for the next strategic planning process.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
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GOAL 1: EXPAND AND IMPROVE HOUSING STOCK IN THE COMMUNITY

Objective 1: Support Marshall Economic Development and the Marshalltown Central Business District in their recruitment efforts

- *Identify locations for infill development*
- *Continue to support downtown housing redevelopment through targeted incentive programs with MCBBD*
- *Create a plan for anticipated low-to-moderate income housing withholding for residential TIF projects.*

- ⇒ Vision Marshalltown Housing Committee continues to formulate housing strategies (City staff on Committee)
- ⇒ City/MED met with possible developers of a green space

Objective 2: Assist developers with incentives and information about the development process and infrastructure

- *Identify locations for best possible development based on MED Housing Study, including incentives*
- *Continue development meetings with staff to identify issues and maintain open communication with developers*
- *Create an economic development philosophy for City participation in development and redevelopment projects*

- ⇒ 1 development review meetings held in Q2
- ⇒ Continued communication on infrastructure availability and requirements with Kading Properties and MHS Properties

Objective 3: Look at innovative ways to further enhance housing quality and quantity

- *Consider the adoption of an Abandoned/Vacant Building ordinance*
- *Investigate the regulation of contract property sales*
- *Implement the Neighborhood Revitalization Program*
- *Identify and plan for the redevelopment of vacant lots through the D&D program*
- *Work with Vision Marshalltown to investigate a Land Bank*

- ⇒ Held a meeting with community partners regarding a Community Development Corporation (land bank) on 6/29
- ⇒ Sold 519 N. Center St. to an adjoining property owner for reuse/redevelopment
- ⇒ Staff looking at other City-owned D&D lots for conformance with zoning code

GOAL 2: ENHANCE MARSHALLTOWN'S PUBLIC IMAGE

Objective 1: Visually enhance the appearance of neighborhoods in Marshalltown

- Continue the Dangerous and Dilapidated Building Program and obtaining title to properties
- Reapply for the HUD Lead Hazard Control Grant in 2018
- Provide additional efforts towards property maintenance enforcement
- Create a cost-sharing plan for property owners to replace existing hazardous sidewalks
- Complete the Highway 14 Corridor Study

- ⇒ City was successful in using 657A to obtain title to 2 properties in Q2
- ⇒ City requested the assignment of 3 tax certificates on 6/26 which were not purchased on the public nuisance tax sale
- ⇒ Sidewalk gap info presented, and Council approved incentive for rehab of sidewalks
- ⇒ Highway 14 Corridor Study finalized; DOT delaying north end project until 2021

Objective 2: Improve communication of City programs and initiatives

- Enhance the City's social media presence
- Conduct a Citizen Survey
- Continue to hold the Police and Fire Citizens Academies and find a permanent funding source
- Develop and hold a general Citizens Academy to cover all departments
- Develop a public campaign for stormwater management

- ⇒ Additional cross promotion of City website news onto City Facebook page
- ⇒ Citizens Police Academy graduation was held on 5/15/18
- ⇒ Use of social media for information about nuisance codes and parking

Objective 3: Promote public art throughout the community

- Develop a plan for art in City Council Chambers
- Develop a plan for art in the new Public Safety Facility
- Continue to identify ways to incorporate art into parks and recreational spaces
- Continue to work with the Arts and Culture Alliance and MPAC to promote public art

- ⇒ Graffiti wall was installed at the Skate Park
- ⇒ City received one of 60 grants from the National Endowment for the Arts to fund a master plan for the Iowa River Trail

GOAL 3: CONTINUALLY IMPROVE THE CITY'S ORGANIZATION AND SERVICES

Objective 1: Review policies, procedures, and ordinances for updates

- Review and update urban renewal areas 2 and 3
- Review and update personnel policies
- Recodify the City's ordinances
- Consider adopting the current version of the State Building Code
- Review the current Sidewalk Ordinance and other ordinances related to sidewalks
- Consider adopting a Fleet Policy

- ⇒ Urban renewal plan for Area #2 approved; Area #3 in process
- ⇒ Recodification in process
- ⇒ Sidewalk ordinance has 2 readings completed

Objective 2: Develop comprehensive plans for City infrastructure and improvements

- Continue to implement the Street Improvement Plan
- Develop a comprehensive Building Maintenance Plan
- Incorporate new and existing plans into a city-wide Capital Improvement Plan
- Continue the planning, design and construction of the Public Safety Facility
- Develop a plan for enhancements at the Airport
- Develop a Master Plan to for the inner-city trail system
- Implement a plan to install new sidewalks where gaps exist
- Plan for development of the Marshalltown Industrial Park
- Evaluate Marshalltown Municipal Transit services

- ⇒ 2018 Street Improvement Project has been awarded; will start in August
- ⇒ Police and Fire Building construction is on schedule and under budget; regular updates are being provided to the Council on the financial status
- ⇒ RFP for ADA Transition Plan issued in Q2
- ⇒ Plan presented to the Council on addressing sidewalk gaps

Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce

- Continue to provide employee training opportunities, including cross-training of positions
- Conduct an employee survey
- Continue to focus on safety in the workplace

- ⇒ ALICE training held with City Hall employees on 4/4
- ⇒ Cross-training of all Finance employees on the cashiering function due to a retirement
- > No safety incidents in Q2

Objective 4: Review existing City functions and finances for efficiencies

- Identify and fund technology that increases the efficiency of departments
- Review revenue options and General Fund fees and charges to determine subsidization from tax levy
- Implement a LEAN process improvement program

- ⇒ LEAN process held for Accounts Payable; various actions implemented in Q2
- ⇒ Parking ticketing software active; new ticket writer implemented
- ⇒ Police Records Division reorganization to create FT Parking Enforcement position

GOAL 4: PARTNER WITH CITIZENS, FOR-PROFIT, NON-PROFIT AND OTHER GROUPS TO IMPROVE QUALITY OF LIFE

Objective 1: Partner with the Marshalltown Central Business District on initiatives that enhance downtown Marshalltown

- Consider ways to use tax increment financing to support projects, including the façade grant
- Investigate innovative or alternate methods to work with the life safety code to reduce impediments to development
- Streamline the process for approval of events Downtown

- ⇒ MCBD participating in Highway 14 Corridor Study, Wayfinding Master Plan, and ISU/City Transit Study
- ⇒ MCBD strategic plan finalized; looking ahead to ways we work together

Objective 2: Partner with Trails Inc. on trail-related initiatives

- Work with Trails Inc. on the completion Ann Keyser Trailhead
- Continue efforts to maintain and enhance the trail system throughout the City, including Lawrence Park Trailhead
- Identify outside funding for trail-related projects
- Support the development of a Master Plan for the Iowa River Trail
- Promote the fundraising efforts of Trails Inc.

- ⇒ Monthly Trails Inc. exec committee/City staff meetings
- ⇒ NEA grant awarded for Iowa River Trail Master Plan
- ⇒ Littering notices sent to all owners along the IRT asking for assistance to keep trail clean; barricades put up at bridge crossings; sensitive plant areas identified
- ⇒ State Rec Trail grant submitted on 6/29

Objective 3: Work with other entities on partnerships which benefit the community

- Continue to identify public nuisance properties which are tax certificates held by the County
- Consider applying to be an Alliant Hometown Rewards community
- Work with stakeholders on a Wayfinding Master Plan
- Support the Sister Cities Program
- Work with the Marshalltown Community School District and YMCA to review recreation programming in the community
- Support Vision Marshalltown and its committees and initiatives
- Work with Iowa State University on the data driven decision-making initiative

- ⇒ Vests for the Best fundraising for area first responders has been supported by City as the fiscal agent
- ⇒ Participation in Vision Marshalltown board and committee meetings
- ⇒ Identified multiple properties for the public nuisance tax sale; worked with Treasurer on other tax certificate which a neighbor was interested in
- ⇒ Wayfinding Master Plan underway
- ⇒ Meeting held with Iowa State staff to kick-off Transit study project; work on-going

Objective 4: Continue involvement of City employees in various groups which support quality of life

- Support public safety related groups like Crimestoppers, the Red Cross smoke detector installation, and neighborhood watch programs
- Promote community volunteer opportunities to City staff

- ⇒ City volunteer day for Cleaniac held on 4/25
- ⇒ Chief Rierson serves on the Marshalltown Rotary Board

GOAL 1: Expand and improve housing stock in the community	Projected Completion	Assigned Resources
Objective 1: Support MED and MCBF in their recruitment efforts		
Identify locations for infill development	Ongoing	H&CD, Admin, PW/Engr
Work with MCBF to develop an incentive program for 2nd story residential development	11/30/2018	H&CD, Admin
Develop financial projections for LMI TIF dollars	9/30/2018	Finance
Propose a plan for the use of LMI TIF dollars for the support of LMI housing	12/31/2018	H&CD, Finance
Objective 2: Assist developers with incentives and information about the development process and infrastructure		
Develop a strategy for addressing each of the housing deficiencies identified in the 2017 study	12/31/2018	H&CD
Continue development meetings (project-by-project basis)	Ongoing	H&CD, Admin, PW/Engr
Create an economic development philosophy for the City Council	5/31/2018	Admin
Objective 3: Look at innovative ways to further enhance housing quality and quantity		
Develop an abandoned and/or vacant building ordinance	9/30/2018	H&CD, Clerk
Investigate the regulation of contract property sales	10/31/2018	H&CD
Identify and revitalize two neighborhoods	8/31/2018	H&CD
Identify vacant lots for housing redevelopment through D&D or tax certificates	Ongoing	Admin, H&CD
Investigate the need for a Community Development Corporation	7/31/2018	Admin

GOAL 2: Enhance Marshalltown's public image

Projected
Completion

Assigned Resources

Objective 1: Visually enhance the appearance of neighborhoods in Marshalltown

Identify on-going funding for the D&D Program	9/30/2018	Admin
Reapply for the HUD Lead Hazard Control Grant	9/30/2018	H&CD
Initiate cases and proceed with highest priority property maintenance cases	Ongoing	H&CD
Propose a cost-sharing plan for the replacement of existing sidewalks	4/30/2018	Admin
Assess existing sidewalk conditions by quadrant of the City annually	Ongoing	Admin, PW/Engr, H&CD
Complete the Highway 14 Corridor Study	5/31/2018	Admin

Objective 2: Improve communication of City programs and initiatives

Integrate City departmental Facebook pages into one City of Marshalltown page	5/31/2018	Admin
Promote and integrate use of Facebook on marshalltown-ia.gov	5/31/2018	Admin
Analyze Vision Marshalltown survey data for usefulness to City initiatives	8/31/2018	Admin
Provide the Citizens Police Academy	5/15/2018	Police
Provide the Citizens Fire Academy	9/30/2018	Fire
Develop a Citizens Academy to cover all functions of city government	Ongoing	All Departments
Develop and implement a public campaign for stormwater education	12/31/2018	PW/Engr

Objective 3: Promote public art throughout the community

Develop a plan for art in City Council Chambers	12/31/2018	Admin
Develop a plan for art in the Police and Fire Building	6/30/2018	Admin
Identify ways to incorporate art into parks and recreational spaces	Ongoing	Parks/Rec
Work with the Arts and Culture Alliance and MPAC on public art projects	Ongoing	Admin

GOAL 3: Continually improve the City's organization & servicesProjected
Completion

Assigned Resources

Objective 1: Review policies, procedures, and ordinances for updates

Update Urban Renewal Area #2 (east side industrial)	6/30/2018	Admin
Update Urban Renewal Area #3 (south side commercial)	6/30/2018	Admin
Adopt updates to City personnel policies	7/31/2018	HR
Recodify the City's Code of Ordinances	12/31/2018	Clerk
Adopt the 2015 version of the State Building Code	12/31/2018	Fire, H&CD
Amend ordinances related to sidewalks	6/30/2018	Admin
Research and recommend a policy for fleet maintenance	11/30/2018	PW/Engr
Review and update the City's Subdivision Ordinance	12/31/2018	H&CD, PW/Engr

Objective 2: Develop comprehensive plans for City infrastructure and improvements

Continue an annual Street Improvement Plan	Ongoing	PW/Engr
Develop a comprehensive Building Maintenance Plan	10/31/2018	PW/Engr
Consider recommended railroad crossing safety improvements	6/30/2018	Admin, PW/Engr
Continue with construction of the Police and Fire Building	12/31/2018	PW/Engr
Develop a Master Plan for the inner-city trail system	9/30/2018	Admin, Parks/Rec, PW/Engr
Develop a plan for installation of sidewalks where gaps exist	5/30/2018	Admin, PW/Engr
Review and update the FAA Capital Improvement Plan for improvements at the Airport	11/30/2018	PW/Engr
Hold a meeting with City Council and Library Board to discuss the expansion of the Library	5/31/2018	Admin, Library
Determine if the Airport hangar project should include a new terminal as part of the scope	8/31/2018	Admin, PW/Engr

Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce

Continue annual training days on Veteran's Day and Presidents Day	Ongoing	HR
Conduct an employee survey	9/30/2018	HR
Continue monthly Safety Committee meetings	Ongoing	HR
Complete ALICE training by facility	12/31/2018	HR, PD
Re-initiate the 30 minute mini-trainings for staff	Ongoing	HR

Objective 4: Review existing functions and finances for efficiencies

Implement CivicRec to increase efficiency in Parks & Rec admin processes	9/30/2018	Parks/Rec
Work with ISU to complete a study of the City's transit system	6/30/2019	Admin, PW/Engr
Continue use of Tyler software for tracking of Accounts Receivable across the organization	12/31/2019	Finance, Clerk
Develop a plan for the phase-out of backfill	12/31/2018	Finance, Admin
Complete long term financial projections for the General Fund revenues and expenditures	12/31/2018	Finance
Complete a LEAN process improvement review of the City's Accounts Payable Process	5/31/2018	HR
Complete a LEAN process improvement review of the City's special event process	12/31/2018	HR
Identify at least 2 departmental processes to review for process improvement	12/31/2018	All Departments

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

Projected
Completion
Assigned Resources

Objective 1: Partner with the Marshalltown Central Business District on initiatives that enhance downtown Marshalltown

Continue funding and marketing of the façade grant and code compliance grants	11/30/2018	Admin, Finance
Investigate methods to work with the life safety code to reduce impediments to development	12/31/2018	Admin, FD, H&CD
Enhance and communicate process for special events in the downtown	12/31/2018	Admin, Clerk
Involve MCBBD in planning efforts (Wayfinding, Highway 14 Corridor Study, Transit Study)	Ongoing	Admin

Objective 2: Partner with Trails Inc. on trail-related initiatives

Paint sharrows and bike symbols on designated routes	8/31/2018	PW/Engr
Assist Trails Inc. with plan development	Ongoing	Parks/Rec, PW/Engr, Admin
Promote the fundraising efforts of Trails Inc.	Ongoing	All Departments

Objective 3: Work with other entities on partnerships which benefit the community

Consider annual funding for groups which help support the goals of the City	2/28/2019	Admin, Finance
Develop a Wayfinding Master Plan with community partners	12/31/2018	Admin, Park/Rec
Continue participation on Vision Marshalltown Housing Committee and Aesthetics sub-comm.	Ongoing	HC&D, Admin
Work with the County Treasurer's office to claim County-held tax certificates	Ongoing	Admin
Review recreational programming in Marshalltown to reduce/eliminate duplication	12/31/2018	Parks/Rec, Admin
Partner with Iowa State University on research initiatives	Ongoing	Admin
Coordinate and work with partners to ensure an accurate 2020 Census	Ongoing	Clerk

Objective 4: Continue involvement of City employees in various groups which support quality of life

Organize and promote an Earth Day volunteer day for City staff	4/30/2018	All Departments
Encourage and promote City elected officials and staff to participate as volunteers on boards	Ongoing	All Departments