

**CITY OF MARSHALLTOWN COUNCIL AGENDA**  
**LIBRARY MEETING ROOM 10 W STATE STREET**  
**TEMPORARY LOCATION DUE TO TORNADO**  
**AUGUST 13, 2018, 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 Councilor 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**

**F. CONSENT AGENDA**

1. Approve Regular Council Meeting Minutes, 7/23/2018 And 7/30/2018 Special Council Meeting Minutes.

Documents:

[2018-07-23\\_council-minutes.pdf](#)  
[2018-07-30\\_council-minutesSPECIAL.pdf](#)

2. Approve Bill List In The Amount Of \$2,730,893.72

Documents:

[2018-08-13\\_BillList.pdf](#)

3. Receipt Of Building Permit Report, July 2018

Documents:

[Building\\_Report\\_0718.pdf](#)

4. RESOLUTION APPROVING CONTRACTS SIGNED BY THE MAYOR PURSUANT TO THE DECLARATION OF THE STATE OF PUBLIC EMERGENCY BEGINNING JULY 19, 2018

5. RESOLUTION ALLOWING EXISTING TRANSIENT FOOD MERCHANTS TO SELL IN ONE LOCATION MORE THAN SEVEN DAYS PER CALENDAR MONTH DUE TO THE DECLARATION OF THE STATE OF PUBLIC EMERGENCY BEGINNING JULY 19, 2018

Documents:

[07-30-2018\\_2018-130\\_Res Approve Transient Merchant Sales in excess of 7 days per month.pdf](#)

6. RESOLUTION DECLARING VEHICLES TOTALED BY THE 7/19/18 TORNADO AS SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF

Documents:

[Res Declare Surplus Vehicles Damaged by Tornado.pdf](#)

7. RESOLUTION APPROVING THE PURCHASE OF A 2018 DODGE DURANGO SUV TO REPLACE A TOTALED VEHICLE IN THE FIRE DEPARTMENT

Documents:

[Resolution For Purchase of 2018 Dodge Durango SUV.pdf](#)

8. RESOLUTION SETTING PUBLIC HEARING ON AUGUST 27, 2018, REGARDING AN INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$20,765.00 SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES, NOTIFYING THE PUBLIC OF THE GRANT AWARD AND PROPOSED USE OF FEDERAL FUNDS

Documents:

[JAG NPH.pdf](#)  
[JAG Res Set Hearing.pdf](#)

#### G. MOTIONS

1. Motion To Approve Change In TC's Liquor License, Increase Outdoor Alcohol Service Area, August 25 And Sept 15 For Fundraiser.

Band and outdoor service in their parking lot on August 25 and Sept 15 for fundraiser.

2. Transfer Of Orpheum License For Live At Five

Motion to ratify the Civil Emergency approval to move the Orpheum's outdoor service liquor license on August 10 and approve the transfer for August 17 to the designated public areas at 13th Street;  
and to RS Stover, 3809 S Center Street, August 24, 2018.

Documents:

3. Approve Tree Trimmer Licenses  
Bolar & Gill Tree Service LLC  
Top Notch Tree Service  
Wolf Creek Stump Grinding

#### H. RESOLUTIONS

1. RESOLUTION APPROVING 2018 AMENDMENT TO AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT

Documents:

[AmdmtMCBDAgmt Marshalltown422742-28-v1.pdf](#)

2. RESOLUTION APPROVING AN AGREEMENT WITH BOLTON & MENK FOR A HIGHWAY 14 TRAFFIC AND ACCESS MANAGEMENT STUDY AND ACCEPTING FUNDING FROM THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE STUDY

Documents:

[Res Approving Agreement with BoltonMenk for Hwy14 Traffic Study.pdf](#)  
[2018.8.9 - HWY 14 Traffic Study Scope.pdf](#)

3. RESOLUTION 2018- AUTHORIZING THE ACCEPTANCE OF A MARTHA-ELLEN TYE FOUNDATION GRANT FOR A DOWNTOWN REDEVELOPMENT MASTER PLAN IN THE AMOUNT OF \$100,000

Documents:

[memo\\_metf\\_downtown\\_plan.pdf](#)  
[res\\_metf\\_downtown\\_plan.pdf](#)

4. RESOLUTION 2018- AUTHORIZING THE CITY HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FOR A DOWNTOWN REDEVELOPMENT MASTER PLAN

Documents:

[memo\\_eda\\_downtown\\_plan.pdf](#)  
[res\\_eda\\_downtown\\_plan.pdf](#)

5. RESOLUTION AUTHORIZING AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A COMMUNITY CATALYST BUILDING REMEDIATION PROGRAM GRANT FOR THE REMEDIATION OF BUILDINGS WITHIN THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT

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Documents:

[Res IEDA Catalyst Bldg Grant.pdf](#)

6. RESOLUTION APPROVING POLICY ON EXAMINATION AND COPYING OF PUBLIC RECORDS, AND APPOINTING THE LAWFUL RECORDS CUSTODIAN FOR THE CITY OF MARSHALLTOWN

Documents:

[RES AND PUBLIC RECORDS POLICY.pdf](#)  
[08-13-2018\\_2018\\_FOIA Memo.pdf](#)

I. **DISCUSSION**

1. Police & Fire Building Cost Update

Documents:

[08\\_13\\_2018 Police Fire Building Budget Update.pdf](#)  
[Costs for Police and Fire Building for Aug 13 2018 COUNCIL MEETING.pdf](#)

2. Police And Fire Building Project Requests

- A. Landscaping - \$40,000
- B. Public Art - \$55,000
- C. Sidewalks - \$70,000

Documents:

[Memo on PF Building Requests.pdf](#)

3. Memo - Discussion - Combine Coliseum Commission And Park And Rec. Advisory Board

Documents:

[Memo - Coliseum Commission7-23-18.pdf](#)

4. Landfill Charges To Commercial Entities From July 23rd To August 4th

Documents:

[Memo on Commercial Tipping Fees.pdf](#)

J. **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 Councilors 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.

K. **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](http://www.marshalltown-ia.gov)

Council Proceedings  
July 23, 2018

Mayor Greer called the meeting to order at 5:30 PM, July 23, 2018, according to the posted notices and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Lamer, Martin and Wirin. Absent: Isom. Mayor Greer announced Lennox intends to rebuild in Marshalltown following the tornado destruction on July 19. Many of the councilors commented on how well the community is working together to remove the debris. There will be additional special meetings to address items required for management of the disaster during the next few weeks.

**CONSENT AGENDA:**

Wirin moved to adopt the consent agenda: Approve Council Minutes of July 9, 2018, Approve Bill List in the amount of \$1,046,175.20; Approve Alcohol License Renewals, Ibiza Dance Club, Wal-Mart Supercenter, Casey's General Stores #3508, Caseys' General Stores #1303, Calvin Rockett, Daves, Totem Bowl and Legends American Grill, second by Gowdy. Motion carried 6-0.

**RESOLUTIONS:**

Wirin moved to adopt Resolution 2018-123 Accepting Quote and Authorizing the purchase of a 2018 Ram 2500 for the utility department, Stew Hansen Commercial Fleet sales for the price of \$27,826.00, second by Martin. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2018-124 Approving Amended Engineering Services Agreement #1 for the Iowa River Trail – Phase 3 Project TRL17001 for Clapsaddle-Garber Associates, Inc., an increase of \$29,700, second by Wirin. The city owns the trail outside of the city limits. The TRAILS group is providing the match for the grant. Martin expressed concern for the time city staff spend on the project. Resolution adopted 6-0.

Cahill moved to adopt Resolution 2018-125 Approving Contract Change Order for the Police & Fire Headquarters Project BLD17001 BP#6-1 General Supplies for Garling Construction, an increase of \$2,921.00, second by Wirin. Public Works Director Justin Nickel confirmed the change orders presented to council are within budgetary restrictions. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2018-126 Approving Contract Change Order for the Police & Fire Headquarters Project BLD17001 BP#8-1 Aluminum Storefronts, Curtainwalls & Glazing for Forman Ford, an increase of \$305.00, second by Martin. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2018-127 Approving Contract Change Order for the Police & Fire Headquarters Project BLD17001 BP9-1 Gypsum Wall Assemblies for Hilsabeck Schacht, Inc., an increase of \$438.00, second by Wirin. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2018-128 Approving Contract Change Order for the Police & Fire Headquarters Project BLD17001 BP#26-1 Electrical Communications and Security for DeVries Electric, an increase of \$45,615.59, second by Cahill. Resolution adopted 6-0.

Lamer moved to adopt Resolution 2018-129 Approving Contract Change Order for the Police & Fire Headquarters Project BLD17001 BP#22-1 Plumbing and Mechanical for Tony's Plumbing & Heating LLC, a decrease of \$1,911.00, second by Martin. Resolution adopted 6-0.

**DISCUSSION:**

Cahill moved to table the discussion of the Police and Fire Building project, cost update and project requests to the next regular council meeting, August 13, second by Martin. Resolution adopted 5-1, Hoop dissenting.

**PUBLIC COMMENT:**

The council and members of the public discussed the positive spirit of collaboration with everyone working to clean up debris from the July 19, 2018, tornado. Karn Gregoire announced the Community Foundation of Marshall County has established a fund for long term rebuild. The MCBF has also established a fund for downtown rebuild. Councilor Cahill thanked the library staff for providing a comprehensive website list of resources for the community. Val Ruff, Executive Director of the Convention & Visitors Bureau, announced there are additional resources available through the Regional Partnership.

The meeting adjourned at 6:18 PM.

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

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Joel T.S. Greer, Mayor

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Shari L. Coughenour, CMC, City Clerk

Council Proceedings – SPECIAL MEETING  
July 30, 2018

Mayor Greer called the meeting to order at 5:30 PM, July 30, 2018, according to the posted notices and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin and Wirin. Councilors complimented city departments for the cleanup and efficient communication and the community for collaboration for a quick recovery. Mayor Greer announced Lennox donated \$500,000 for cleanup efforts. Mayor Greer announced the Coliseum has been deemed structurally sound by two structural engineering firms, and relayed information from outside agencies that Marshalltown is recovering quicker than other communities have with similar disasters.

Lamer moved to adopt RESOLUTION 2018-130 DECLARING A STATE OF PUBLIC EMERGENCY BEGINNING JULY 18, 2018, TORNADO, second by Cahill. Resolution adopted 7-0.

Wirin moved to adopt the first reading of Ordinance 14976 Amending Chapter 7 of the Code of Ordinances of the City of Marshalltown, Iowa, Relative to licensing of contractors assisting with Recovery Following July 19, 2018, tornado, second by Martin. First reading adopted 7-0. Cahill moved to waive the second and third readings and to adopt the Ordinance, second by Wirin. Second and Third readings waived and Ordinance adopted 7-0.

Lamer moved to approve renewal Tree Trimmer licenses for Hindman Tree Removal, Jose's Tree Service, Ledford Tree & Lawn, Marshall County Tree, second by Wirin. Motion carried 7-0.

Cahill moved to adopt RESOLUTION 2018-131 WAIVING CAMPGROUND FEES FOR RECOVERY CENTER REFERRALS RELATING TO THE 7/19/18 TORNADO, second by Isom. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2018-132 GRANTING COUNCIL EXTENSION FOR CAMPING AT RIVERVIEW PARK FOR EMERGENT NEEDS THROUGH OCTOBER 31, 2018, second by Cahill. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2018-133 WAIVING DEMOLITION PERMIT FEES RELATING TO THE CIVIL EMERGENCY OF JULY 19, 2018, TORNADO, second by Martin. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2018-134 WAIVING RESIDENTIAL BUILDING PERMIT FEES RELATING TO THE CIVIL EMERGENCY OF JULY 19, 2018, TORNADO, second by Wirin. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2018-135 ACCEPTING QUOTE AND AUTHORIZING THE PURCHASE OF THREE 2019 FORD ESCAPES FOR THE HOUSING DEPARTMENT, JENSEN FORD, PURCHASE PRICE OF \$22,957 FOR EACH VEHICLE, second by Cahill. Resolution adopted 7-0.

**DISCUSSION:**

After discussion, including extending MCBBD membership benefits to all downtown properties, Cahill moved to direct staff to present a Resolution at the next meeting reallocating \$40,000 for the downtown façade grant program to support the Marshalltown Central Business District for operational support, second by Martin. The MCBBD budget for FY19 is \$80. The city previously contributed \$26, leaving the \$14 shortfall to be covered by downtown activities, such as the Treasures Tour and Holiday Stroll. Motion adopted 7-0.

The council discussed the damaged “city hall annex” that most recently housed some housing department staff. The city will receive insurance reimbursement for the roof and interior damage. The council did not have any adverse reaction to that part of the building being torn down. Formal action on this item will be taken at a future meeting.

**PUBLIC COMMENT:**

Pastor Graves, 7 W Linn, addressed the council, encouraging the community to stay strong during the hardship. Linda Clark, 306 S 2<sup>nd</sup> Ave, asked the council to save the senior center. Councilor Gowdy asked for volunteers to walk W Lincoln Way to pick up small debris from loads that are not covered, call 752-0646. Kim Smith praised 1<sup>st</sup> ward councilor Cahill for her help in Ward 1.

The next council meeting is scheduled for August 6, to be held at 105 W Boone Street, in the Public Library’s meeting room.

The meeting adjourned at 6:41 PM.

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

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Joel T.S. Greer, Mayor

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Shari L. Coughenour, CMC, City Clerk

Advertising

Great.Wstrn.Bnk/1 14.16

Buildings/Improvements

BLACK.HAWK.ROOF/1 29,983.08  
BLACKHAWK.SPRNK/1 34,958.38  
Caliber.Concret/1 33,129.35  
Central.W.Fabri/1 79,360.62  
DeVries.Electri/1 37,659.90  
Forman.Ford/1 185,435.27  
Garling.Constr/1 29,545.00  
Hilsabeck.Schac/1 110,192.40  
TONYS.PLUMBG/1 215,809.60

Consulting & Professional Fees

AHLERS.COONEY/1 165.00  
Bernie.Lowe/2 24.70  
Bernie.Lowe.Asc/1 351.44  
Bolton&Menk.Inc/3 29,131.00  
DTN.LLC/1 528.00  
Fox.Engrg.Assc/1 8,020.00  
Great.Wstrn.Bnk/1 25.00  
Howard.R.Green/2 14,388.76  
OATH/1 40.00  
Olsson.Assoc/1 6,048.75  
Story.Constr/1 63,643.13  
Wellmark.Inc./1 10,628.10

Contracts

ANDERSON,C/1 17,630.92  
Aramark.Unfrm/7 81.05  
ARL/1 4,333.33  
BASCOME,W/1 1,470.24  
BDH/8 5,925.50  
Central.Media.D/1 480.00  
Commsys.Inc/1 1,450.00  
CONSOLIDATED.FL/1 2,180.80  
DALLAS.SIX.CO/1 2,000.00  
Devig,T/1 97.50  
EARTH.SRVC./2 48,420.00  
Electric.Pump/1 14,000.00  
Fisher.Comm.Ctr/1 6,396.67  
Great.Wstrn.Bnk/3 482.70  
IA.Dept.Insp.Ap/1 1,586.83  
Ia.Dept.Justice/1 17.70  
Jordans.Carpet/2 688.88  
KKSLR.ENT/1 7,421.35  
Koch.Brthrs/1 2.21  
Ledford,M/1 750.00  
M.C.S.D./2 2,375.71  
Marsh.Co.Landfi/7 69,394.10  
Marshall.Co.Att/1 17.70  
Marshall.Glass/1 344.78  
Midwest.Bsmnt/1 134.00  
MMIT.INC/1 115.48  
Mtn.Wtrwrks/1 28.00  
O.C.L.C.Inc/1 893.32  
ONSITE.INFO.DES/2 80.00  
Premier.Equip/5 153.77  
Racom.Corp/1 5,715.78  
Region.6.Planng/1 836.00  
RICOH.USA.INC/4 134.41  
Schendel.Pest.C/4 147.00  
Schumacher.Elev/3 618.62  
Servicemaster/2 2,772.00  
Sirsi.Corp/1 940.00  
Stew.Hansen.Ddg/1 27,826.00  
Stone.Sanit/13 15,443.09  
SUMNER.SRVC/7 23,804.90  
THOMAS,B/1 11,641.91  
TOP.NOTCH.TREE./1 53,368.82  
Unique.Mgmt.Svc/1 98.45  
UTTERBACK,A/1 1,162.50  
Weblinx/4 3,555.00  
Xerox.Corp/1 54.22

Debt Service

CRBT/2 8,707.57

Library Books

Baker.Taylor/20 1,169.03  
BRODART.CO/16 2,599.70  
Cengage.Learng/8 785.88  
CenterPoint.Prn/1 2,696.40  
Great.Wstrn.Bnk/37 2,653.58  
IA.Library/2 1,738.12  
MicroMarketing./7 607.81  
Midwest.Tape/1 74.97  
OVERDRIVE,INC./1 3,821.76  
RECORDED.BOOKS/4 334.19

Medical

Bernie.Lowe/2 800.23  
HARTFORD.ACCTS/1 6,809.52  
Medtrak.Service/4 317.99  
Wellmark.Inc./2 87,806.78

Payroll.Deductions

American.Educa./2 128.82  
AXA/2 850.00  
Collection.Svs./10 2,716.72  
Colonial.Life/2 1,044.42  
Fidelity.Securi/4 781.98  
Fire.Union.Dues/2 1,260.00  
Galls.LLC/2 112.56

Great.Wstrn.Bnk/1 52.94  
I.M.W.C.A/1 6,123.00  
I.P.E.R.S./7 73,075.32  
I.R.S./14 166,718.95  
IA.Treasurer/6 38,993.00  
IA.Workforce/1 5,915.00  
ICMA.457/22 21,588.98  
IUPAT.PPME/1 935.99  
M.F.P.R.S.I./4 123,739.16  
Meskwaki Nation/2 600.68  
Teamsters238/2 1,763.32  
Texas.Child.Sup/4 505.14  
TotalAdmin.Serv/5 8,142.32  
UAW.Local 893/1 148.48  
United.Way/4 866.54  
US.DEPT.ED/1 212.18

Payroll.Net

Payroll/1 594,700.70

Recreation Admissions

OPTIMIST.NOON/1 100.00  
YMCA.YWCA/1 250.00

Refund/Reimbursed

Aragon,S/1 46.20  
Baker.Taylor/3 76.32  
BRODIN,M/1 27.72  
GOODING.B/1 806.12  
Great.Wstrn.Bnk/7 173.54  
HAGEN,K/1 35.25  
Pierron,P/1 260.00  
SOETENGA,A/1 85.30  
Treasurer-ISU/1 45.00  
Wellmark.Inc./1 -18,892.17  
WILDER,M/1 57.65

Rents/Leases

/0 86.00  
Ackley.Housing/12 1,833.00  
ALCALA,R/1 198.00  
Altringer,J/1 531.00  
AMES,STEVEN/25 6,543.00  
BJ&J.LLC/2 383.00  
BLOOD,A/1 493.00  
BOULDER.COOP.HS/1 289.00  
Brodin,C/1 188.00  
BROWN,B/1 57.00  
Carbajal,S/1 322.00  
Chadderdon,A/1 200.00  
Chicago.Hsg.Aut/1 945.00  
CHOATE,A/1 509.00  
CIRSI/7 824.00  
CLAWSON,J/2 283.00  
CMHC.INVEST/1 332.00  
Crosser,D/1 216.00  
CROSSER,R/1 141.00  
D.D.Rentals/1 2.00  
Eakin,R/1 236.00  
ECKLOR,S/3 1,010.00  
Elwayne.Inc./1 406.00  
Etter, W/1 380.00  
Eubanks,C/2 659.00  
F.C.Rentals.LLC/1 355.00  
Farrell.Propert/6 1,498.00  
FISCHELS,R/2 399.00  
Frese.Propts/3 727.00  
FRIEND,T/1 235.00  
Friendly.Valley/4 589.00  
Grant.Park.LLC/24 5,054.00  
Gray,D/1 409.00  
Hala,J/3 816.00  
Halladay,W/1 250.00  
HANSEN,J/1 251.00  
HARRIS,T/1 324.00  
HASS,S/1 240.00  
Hatch,J/1 475.00  
Hatch,R/3 1,324.00  
HAVEKA,B/1 500.00  
HESSENIUS,R/1 230.00  
Hilltop.Village/9 1,421.00  
HOULIHAN,D/1 287.00  
HOVERSTEN,R/1 900.00  
HOWARD,J/1 168.00  
Hsg.Auth.CookCo/8 6,752.00  
Hsg.Auth.Joliet/2 2,519.00  
HUBBARD.MAPLE/2 379.00  
Jared,S/3 585.00  
JASPERS,M/1 127.00  
JBI.COOP.Assn/4 1,021.00  
Judge,M/11 3,286.00  
KLOCKE,C/1 471.00  
Landherr,J/1 415.00  
LAWSON,R/2 310.00  
Lawthers.Prop.M/1 460.00  
LL.Enterprises/1 217.00  
LUENSE,B/4 1,541.00  
MANNSON.PROP/1 268.00  
MATNEY,L/1 264.00  
Mtn.Properties/2 654.00  
Mtn/Westown/15 3,057.00  
MURPHY,P/1 472.00  
Natl.Mngmt.Corp/2 827.00

|                    |           |                     |           |
|--------------------|-----------|---------------------|-----------|
| NAUGHTON,R/1       | 825.00    | Atlantic.Bottli/1   | 724.11    |
| North.Tama.Hsg/3   | 416.00    | Baker.Taylor/2      | 55.37     |
| Oakland.Prop/1     | 92.00     | BDH/2               | 204.65    |
| Oetker,D/3         | 578.00    | Biller.Press/2      | 1,286.37  |
| Oetker.Jr.,J/1     | 382.00    | Bituminous.Mat/3    | 1,601.87  |
| Palisade.Holdng/1  | 155.00    | BRIMEYER,LLC/1      | 625.00    |
| Park.Elms,LLC/4    | 1,031.00  | Cessford.Constr/2   | 968.18    |
| Pheasant.Run.Ap/3  | 537.00    | City.Laundering/12  | 841.24    |
| Polley,M/1         | 6.00      | Clarke.Enviro.M/1   | 3,188.40  |
| Prairie.Home.Pp/1  | 254.00    | Cntrl.IA.Distr/1    | 178.70    |
| Premier.RE.Mgmt/2  | 481.00    | Cntrl.Office/1      | 12.63     |
| PYLE,D/1           | 224.00    | Concrete/2          | 252.44    |
| R.E.P.Corp/1       | 268.00    | Consolidated.Wa/1   | 1,049.83  |
| RA.Rental.Prop/1   | 369.00    | CORE.MAIN.LLP/1     | 61.89     |
| RD.Toledo,LLP/2    | 890.00    | Crescnt.Electrc/1   | 181.63    |
| Reed,T/14          | 5,034.00  | Crop.Production/10  | 6,005.13  |
| River.Birch/4      | 1,692.00  | Crop.Rite.Inc/2     | 341.76    |
| River.Oaks/9       | 3,006.00  | Cummins.Service/2   | 1,183.77  |
| S.E.Invst/2        | 602.00    | Dave.Wright.Bui/2   | 491.48    |
| Sands,S/1          | 332.00    | Dave.WrightCDR/1    | 178.76    |
| Schmidt,M/2        | 446.00    | DEMCO.INCORP./2     | 538.13    |
| SCHULER-VANLANG/1  | 260.00    | Diamond.Vogel/1     | 2,561.40  |
| SCOTT,L/1          | 384.00    | Electric.Supply/1   | 106.53    |
| SE.Coop.Housing/1  | 225.00    | EWALT,M/1           | 80.00     |
| SESKER,R/1         | 230.00    | Fastenal.Co/8       | 1,005.54  |
| Soltero,W/1        | 534.00    | Galls.LLC/15        | 1,961.08  |
| Specht,G/1         | 468.00    | GEAR.WASH/1         | 71.50     |
| Squire,B/1         | 264.00    | Gillig.LLC/1        | 830.84    |
| STAFF,E/1          | 245.00    | Great.Wstrn.Bnk/193 | 20,624.67 |
| Steelsmith,G/6     | 1,207.00  | Hach.Co/3           | 2,271.19  |
| Sunrise.Apt/2      | 132.00    | Hartwig.Plmbg/2     | 21.52     |
| Swan.Estates/1     | 290.00    | HUPP.ELECTRIC.M/1   | 1,064.38  |
| Switzer,T/2        | 682.00    | I.L.E.A./1          | 350.00    |
| Tallcorn.Tower/15  | 4,532.00  | IA.Prison.Ind/1     | 4,971.25  |
| TAYLOR,M/1         | 211.00    | In.Stitches/1       | 114.94    |
| Titus,T/1          | 318.00    | Interstate.Powe/1   | 1,506.47  |
| TOWN.APARTMENT/5   | 746.00    | Keystone.Lab/1      | 70.00     |
| TREVRON,LLC/1      | 332.00    | Kinser,J/1          | 102.99    |
| TT.C.Coop.Hsg/2    | 538.00    | LION.GROUP/1        | 202.20    |
| VEST,L/2           | 454.00    | LTron.Corp/1        | 329.00    |
| WARREN,C/1         | 222.00    | Martin.Marietta/3   | 1,418.27  |
| Weatherly.Erin/1   | 550.00    | MC2.Inc./1          | 265.58    |
| Welter,T/1         | 508.00    | McAtee.Tire/4       | 1,121.92  |
| ZMOLEK,M/1         | 263.00    | Menards/1           | 38.49     |
| Service/Repairs    |           | Midland.Scienti/5   | 989.16    |
| Airgas.U.S.A./1    | 150.00    | Minuteman/2         | 168.50    |
| Alfie.Packers/1    | 390.00    | Napa.Auto/8         | 168.81    |
| ANDERSON,S/1       | 46.00     | Northern.Lights/6   | 1,068.75  |
| Aponte,M/1         | 27.00     | Office.Express/2    | 143.92    |
| Atcher,R/3         | 1,470.00  | Oreilly.Automot/1   | 9.98      |
| B&G.HVAC.INC/3     | 7,685.00  | P.C.M-G.Inc/1       | 5,250.00  |
| Background.Inv./3  | 47.80     | Petermeier,J/1      | 23.88     |
| Bernie.Lowe.Asc/1  | 2,926.00  | PettyCash-Libry/1   | 11.52     |
| C.H.McGuiness/1    | 512.86    | Quality.Srvcs.C/1   | 12.70     |
| Century.Link/82    | 2,062.59  | Racom.Corp/1        | 1,000.00  |
| Cert.Pwr.Inc./1    | 2,216.36  | RAINBOW.PRINTIN/1   | 389.10    |
| Chicago.Hsg.Aut/1  | 36.31     | RECORDED.BOOKS/1    | 3,268.11  |
| Cowan.Roofing/1    | 615.00    | Reliant.Fire.Ap/1   | 106.38    |
| Daves.Crane/1      | 740.00    | Rycom.Instr./1      | 1,528.24  |
| Devig,T/15         | 821.00    | Streichers.Inc/1    | 213.95    |
| Dirt.to.Turf/3     | 3,425.00  | Sunset.Law.Enf/1    | 405.55    |
| Downtown.Lofts/2   | 50,972.50 | TAPKEN,T/1          | 1,305.50  |
| DUERSON.CORP/1     | 1,928.06  | Terminal.Supply/1   | 152.63    |
| Gale-Hazen,E/1     | 15.00     | Thompson.Tr.V/2     | 88.36     |
| Gale-Hazen,K/1     | 45.00     | ULTRAMAX.AMMUN/1    | 2,920.00  |
| GODDARD,L/1        | 300.00    | Vajgrt.R/4          | 957.85    |
| Great.Wstrn.Bnk/39 | 5,361.55  | Watchguard.Vide/1   | 262.00    |
| Hannam.Autom/1     | 1,200.00  | Woodman.Control/1   | 132.83    |
| Hartwig.Plmbg/4    | 1,350.00  | WW.Grainger/4       | 129.85    |
| Hogeland.Auto.P/1  | 100.00    | Travel/Training     |           |
| Hsg.Auth.CookCo/1  | 244.08    | Great.Wstrn.Bnk/16  | 1,657.37  |
| Hsg.Auth.Joliet/1  | 72.62     | Olson,R/1           | 86.42     |
| I.C.A.P./1         | 5,000.00  | Weekley,S/1         | 39.41     |
| Interstate.Powe/3  | 1,185.40  | Utilities           |           |
| Kapaun.Brown/1     | 441.33    | AlliantEnergy/70    | 48,810.32 |
| Kiwanis.PM/1       | 660.00    | CENTRAL.IA.WATE/1   | 148.92    |
| KROENER,L/1        | 4.00      | WoodRiver.Enrgy/5   | 914.01    |
| LARRY'S.TOWING/1   | 75.00     | Total/1347          |           |
| LENZ,D/1           | 460.00    | 2,730,893.72        |           |
| Marshall.Glass/1   | 254.65    |                     |           |
| McAtee.Tire/15     | 675.29    |                     |           |
| Mtnv.Wtrwrks/3     | 8,380.08  |                     |           |
| P.C.M-G.Inc/1      | 2,948.00  |                     |           |
| Racom.Corp/3       | 13,485.48 |                     |           |
| Safelite.AutoGs/2  | 1,459.09  |                     |           |
| Scharnweber.Wtr/1  | 27.00     |                     |           |
| Science.Center/1   | 88.00     |                     |           |
| Scott.Tent/5       | 2,380.00  |                     |           |
| Scroggins,J/1      | 100.00    |                     |           |
| SMITH,K/1          | 40.00     |                     |           |
| STREET-LOPEZ,J/1   | 47.00     |                     |           |
| US CELLULAR/1      | 211.65    |                     |           |
| Vajgrt.R/4         | 1,820.25  |                     |           |
| Verizon.Wireles/6  | 621.29    |                     |           |
| WOAHTEE,G/1        | 46.00     |                     |           |
| Supplies/Parts     |           |                     |           |
| Acco.Unlimited/3   | 1,900.64  |                     |           |
| Adland.Engrvg/2    | 333.40    |                     |           |
| Airgas.U.S.A./1    | 345.86    |                     |           |
| Arnold.Motor.Su/4  | 237.92    |                     |           |

# BUILDING REPORT FOR THE MONTH OF JULY 2018



| PERMIT NUMBER                                     | OWNER OF IMPROVEMENT       | LOCATION OF IMPROVEMENT | TYPE OF IMPROVEMENT       | NEW DWELLING |             | ALTER DWELLING | MINOR BUILDING | MISC. IMPROVEMENT | FEE          |
|---------------------------------------------------|----------------------------|-------------------------|---------------------------|--------------|-------------|----------------|----------------|-------------------|--------------|
| 24517                                             | Marshalltown Co.           | 801 East Main Street    | Demolish Building         |              |             |                |                |                   | \$25         |
| 24518                                             | Iowa Power and Light Co.   | 3001 East Main Street   | New Building              |              |             |                |                | \$190,000         | \$1,534      |
| 24519                                             | Tab Hill                   | 2504 South 8th Street   | New Shed                  |              |             |                | \$3,000        |                   | \$83         |
| 24520                                             | Wade Johnson               | 411 Braeburn Lane       | Alter Dwelling            |              |             | \$6,000        |                |                   | \$125        |
| 24521                                             | Tim Blue                   | 1013 South 9th Avenue   | Alter Dwelling            |              |             | \$8,000        |                |                   | \$153        |
| 24522                                             | Dwayne Garber              | 10 East Main Street     | Alter Building            |              |             |                |                | \$43,000          | \$572        |
| 24523                                             | Dr. Grant Jacobson         | 101 Ia. Ave.; W.Ste.300 | Alter Building            |              |             |                |                | \$265,000         | \$1,984      |
| 24524                                             | Joe & Jannelle Carter      | 1203 S. 6th St.Bldg#1   | New Seven Unit Dwell.     |              | \$1,028,000 |                |                |                   | \$5,846      |
| 24525                                             | Joe & Jannelle Carter      | 1203 S. 6th St.Bldg#3   | New Seven Unit Dwell.     |              | \$1,028,000 |                |                |                   | \$5,846      |
| 24526                                             | K F Investments LC (storm) | 111 East Church St.     | Alter Building            |              |             |                |                | \$100,000         | \$994        |
| 24527                                             | Richard Fiser (storm)      | 706 East Boone St.      | Demolish Garage           |              |             |                |                |                   | Fee Waived   |
| 24528                                             | Mark Manning (storm)       | 3 South 6th Avenue      | Demolish Garage           |              |             |                |                |                   | Fee Waived   |
| 24529                                             | Ernesto Calderon (storm)   | 407 West State Street   | Demolish Garage           |              |             |                |                |                   | Fee Waived   |
| 24530                                             | Terry Heil (storm)         | 1711 Summit Street      | Demolish Garage           |              |             |                |                |                   | Fee Waived   |
| 24531                                             | Terry Heil (storm)         | 1711 Summit Street      | New Garage                |              |             |                | \$15,000       |                   | Fee Waived   |
| 24532                                             | Family Video (storm)       | 104 West State St.      | Alter Building            |              |             |                |                | \$35,000          | \$492        |
| 24533                                             | Richard Fiser (storm)      | 706 East Boone St.      | New Shed                  |              |             |                | \$4,000        |                   | Fee Waived   |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         |                           |              |             |                |                |                   |              |
|                                                   |                            |                         | TOTALS:                   | \$2,056,000  |             | \$14,000       | \$22,000       | \$633,000         | \$17,654     |
|                                                   |                            |                         | TOTAL IMPROVEMENT AMOUNT: |              | \$2,725,000 |                |                |                   |              |
|                                                   |                            |                         |                           | Units        | Permits     | Permits        | Permits        | Permits           | Demo Permits |
| Scott A. Riemenschneider, Chief Building Official |                            |                         | # OF PERMITS:             | 14           | 2           | 2              | 3              | 5                 | 5            |

## Building Division Improvement Value & Fee Summary - July 2018

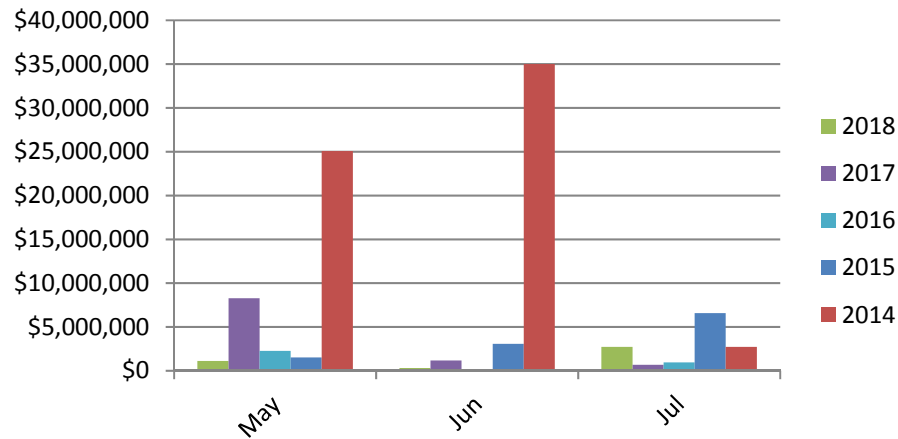
### Total Improvement Value Comparison

|             | Jan       | Feb         | Mar         | Apr         | May          | Jun          | Jul         | Aug | Sep | Oct | Nov | Dec | YTD                 |
|-------------|-----------|-------------|-------------|-------------|--------------|--------------|-------------|-----|-----|-----|-----|-----|---------------------|
| <b>2018</b> | \$205,000 | \$1,722,000 | \$271,000   | \$3,050,000 | \$1,104,000  | \$306,000    | \$2,725,000 |     |     |     |     |     | <b>\$9,383,000</b>  |
| <b>2017</b> | \$74,000  | \$331,000   | \$7,559,000 | \$1,214,000 | \$8,277,000  | \$1,171,000  | \$671,000   |     |     |     |     |     | <b>\$19,297,000</b> |
| <b>2016</b> | \$479,000 | \$1,034,000 | \$2,977,000 | \$1,699,000 | \$2,257,000  | \$113,000    | \$945,000   |     |     |     |     |     | <b>\$9,504,000</b>  |
| <b>2015</b> | \$0       | \$57,000    | \$941,000   | \$3,671,000 | \$1,516,000  | \$3,067,000  | \$6,572,000 |     |     |     |     |     | <b>\$15,824,000</b> |
| <b>2014</b> | \$311,000 | \$206,000   | \$4,457,000 | \$4,101,000 | \$25,076,000 | \$35,000,000 | \$2,712,000 |     |     |     |     |     | <b>\$71,863,000</b> |

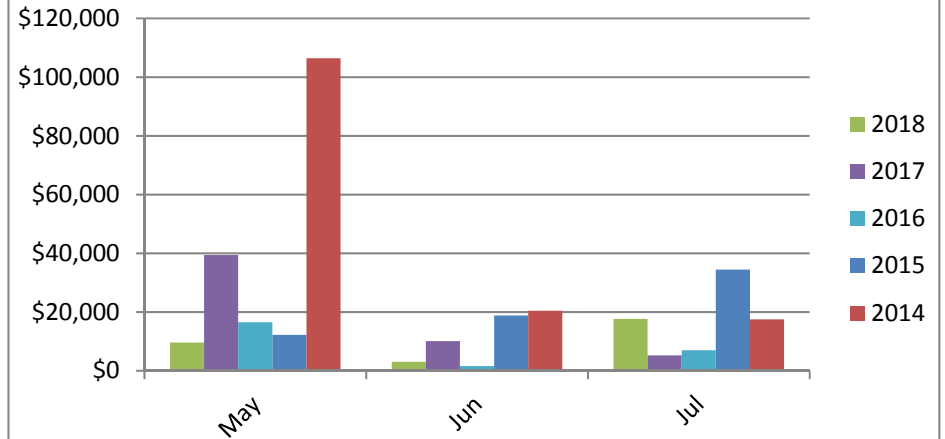
### Total Fees Received Comparison

|             | Jan     | Feb      | Mar      | Apr      | May       | Jun      | Jul      | Aug | Sep | Oct | Nov | Dec | YTD              |
|-------------|---------|----------|----------|----------|-----------|----------|----------|-----|-----|-----|-----|-----|------------------|
| <b>2018</b> | \$1,114 | \$10,996 | \$3,815  | \$17,067 | \$9,589   | \$3,038  | \$17,654 |     |     |     |     |     | <b>\$63,273</b>  |
| <b>2017</b> | \$1,006 | \$3,995  | \$35,959 | \$9,819  | \$39,400  | \$10,063 | \$5,237  |     |     |     |     |     | <b>\$105,479</b> |
| <b>2016</b> | \$3,860 | \$7,490  | \$18,014 | \$12,229 | \$16,500  | \$1,553  | \$6,946  |     |     |     |     |     | <b>\$66,592</b>  |
| <b>2015</b> | \$0     | \$762    | \$8,610  | \$24,464 | \$12,214  | \$18,787 | \$34,441 |     |     |     |     |     | <b>\$99,278</b>  |
| <b>2014</b> | \$2,414 | \$1,980  | \$21,811 | \$22,054 | \$106,382 | \$20,451 | \$17,496 |     |     |     |     |     | <b>\$192,588</b> |

#### Total Improvement Value Comparison



#### Total Fees Received Comparison



**RESOLUTION ALLOWING EXISTING TRANSIENT FOOD MERCHANTS TO SELL IN ONE  
LOCATION MORE THAN SEVEN DAYS PER CALENDAR MONTH DUE TO THE  
DECLARATION OF THE STATE OF PUBLIC EMERGENCY BEGINNING  
JULY 19, 2018**

**WHEREAS**, the City of Marshalltown Code of Ordinances, Chapter 9, sets forth the City's policy for civil emergencies; and

**WHEREAS**, on Thursday, July 19, 2018, the City of Marshalltown was severely impacted by an F-3 tornado which caused major destruction in the north half of the City; and

**WHEREAS**, Mayor Greer declared a civil emergency immediately following the tornado on July 19, 2018; and

**WHEREAS**, the Mayor has allowed existing Transient Food Merchants licensed with the city sell in one location more than seven days per calendar month; and

**WHEREAS** the council finds this is in the best interest of the City of Marshalltown.

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

Section 1. Transient Food Merchants that were previously licensed by the City of Marshalltown and are impacted by the Civil Emergency of July 19, 2018, are allowed to sell at one location more than seven days per calendar month.

Section 2. This Resolution is retroactive to July 19, 2018.

Passed this 6<sup>th</sup> day of August, 2018, and signed this \_\_\_\_\_ day of August, 2018.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

# RESOLUTION DECLARING VEHICLES TOTALED BY THE 7/19/18 TORNADO AS SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF

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

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

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

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

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

**Section 1.** The property listed below is hereby declared as surplus property, and declared a total loss due to the tornado damage of 7/19/18:

| ASSET# | Department          | Description                           | VIN               | Code |
|--------|---------------------|---------------------------------------|-------------------|------|
| 6258   | BUILDING INSPECTION | 2005 CHEVROLET COLORADO               | 1GCCS196658172630 | C7   |
| 6572   | BUILDING INSPECTION | 2008 CHEVY PICKUP                     | 1GCCS19E588208996 | C8   |
| 5764   | ENGINEERING         | 2002 CHEVY SILVERADO W/BOX SURVEY TRK | 1GCGK29UX2Z122244 | C5   |
| 6888   | ENGINEERING         | 2014 FORD EXPLORER 4 DOOR 4X4         | 1FM5K8B83EGC37948 | C9   |
| 5171   | FIRE                | 1999 JEEP CHEROKEE SPORT 4X4          | 1J4FF68S5XL626261 | B9   |
| 6198   | FIRE                | 2004 DODGE DAKOTA PICKUP 4X2          | 1D7GL32K04S654101 | C1   |
| 6801   | NUISANCE            | 2011 DODGE NITRO HEAT                 | 1D4PU4GKXBW607642 | B8   |
| 7041   | PARKS               | 2012 CHEVY TRAVERSE                   | 1GNKVGED4CJ118718 | C3   |
| 6736   | POLICE              | 2007 PONTIAC GRAND AM                 | 2G2WP552171141398 | A1   |
| 6883   | POLICE              | 2014 CHEVY TAHOE                      | 1GNSK2E00ER161143 | A4   |
| 6993   | POLICE              | 2014 DODGE CHARGER                    | 2C3CDXKT3EH351168 | B2   |
| 6840   | POLICE              | 2004 HONDA ODYSSEY EXL                | 5FNRL18914B013483 | A6   |
| 6947   | POLICE              | 2013 CHEVY IMPALA                     | 2G1WD5E37D1265113 | A7   |
| 7049   | POLICE              | 2016 DODGE JOURNEY SX                 | 3C4PDDBG3GT209055 | B5   |
| 6357   | RENTAL INSPECTION   | 2005 FORD RANGER                      | 1FTYR10U35PB05101 | C6   |
| 6507   | RENTAL INSPECTION   | 2006 CHEVY MALIBU                     | 1G12553F06F180710 | D3   |

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

Passed this 13<sup>th</sup> day of August, 2018, and signed this \_\_\_\_ day of August, 2018.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**RESOLUTION APPROVING THE PURCHASE OF A 2018 DODGE DURANGO SUV  
TO REPLACE A TOTALED VEHICLE IN THE FIRE DEPARTMENT**

**WHEREAS**, the City of Marshalltown Capital Improvement Plan called for the replacement of a 1999 Jeep Cherokee in the Fire Department in fiscal year 2020; and

**WHEREAS**, the above mentioned vehicle was deemed a total loss after sustaining damage in the July 19, 2018, tornado, resulting in an insurance offer of \$5,150; and

**WHEREAS**, the Fire Department also had a vehicle that was already replaced but was to be sold totaled as a result of the damage, resulting in an insurance offer of \$7,870; and

**WHEREAS**, the Fire Department has reviewed the State of Iowa Vehicle Purchasing Contract and based in stock vehicle availability and has located a suitable vehicle for purchase at McGrath Dodge for the price of \$26,147;

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, the purchase of a 2018 Dodge Durango from McGrath Dodge at a cost of \$26,147 is hereby approved using insurance proceeds and Capital Improvement Fund dollars.

Passed this 13th day of August, 2018, and signed this \_\_\_\_ day of July, 2018.

CITY OF MARSHALLTOWN, IOWA

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Joel T.S. Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

## Notice of Public Hearing

The Marshalltown City Council is considering passage of a Resolution to Approve the Acceptance of a Federal Local Law Enforcement Block Byrne-JAG Grant in the amount of \$20,765, to be shared 50% with Marshall County. The city will use their share of the block grant funding for equipment or programming for the Police Department.

You are hereby notified that the City Council has fixed August 27, 2018, at 5:30 PM in the TEMPORARY City Council Chambers in meeting room A at the Marshalltown Public Library, 105 W Boone Street, Marshalltown, Iowa, as the time and place where said consideration will be heard and passage thereof. That any and all objection may be made in writing and orally or in writing before the Council at the time fixed herein.

To all of which take due notice and be governed accordingly.

Shari L. Coughenour, CMC  
City Clerk, Marshalltown Iowa

To be published in TR on August 15, 2018.

2017-\_\_

RESOLUTION SETTING PUBLIC HEARING ON AUGUST 27, 2018,  
REGARDING AN INTERLOCAL GRANT AGREEMENT FOR THE  
IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$20,765.00  
SPLIT 50% WITH MARSHALL COUNTY, TO ASSIST WITH LAW  
ENFORCEMENT PROGRAMMING OR EQUIPMENT PURCHASES,  
NOTIFYING THE PUBLIC OF THE GRANT AWARD AND PROPOSED USE OF  
FEDERAL FUNDS

WHEREAS the City of Marshalltown, Iowa has negotiated an Agreement with the STATE OF IOWA to provide a grant award of \$20,765.00, through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS the grant requires public notification regarding the grand award and proposed use of federal funds; and

WHEREAS the Council finds this action is in the best interest of the City of Marshalltown.

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

Section 1. The council sets a public hearing to provide public notice of the grant award of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for FY 2018-2019 and proposed use of federal funds, to be shared equally with Marshall County and used to assist with law enforcement programming or equipment purchases.

Section 2. The hearing will be held in the TEMPORARY City Council Chambers in meeting room A at the Marshalltown Public Library, 105 W Boone Street, Marshalltown, Iowa, at 5:30 PM on August 27, 2018.

Section 4. This Agreement and this resolution shall be in full force and effect from and after its passage and signature as by law provided.

Passed this \_\_ day of August, 2018, and signed this \_\_ day of August, 2017.

CITY OF MARSHALLTOWN, IOWA

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Joel Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

# PERMIT FOR ACTIVITY REQUIRING THE USE OF PUBLIC PROPERTY

☐

PROFIT

☒

NON-PROFIT

☐

INDIVIDUAL

ACTIVITY NAME: Live at Five 2018 Series  
SPONSOR NAME: IVCCD Orpheum Theater Center  
EMAIL: christine.hunt@emerson.com  
ADDRESS: 506 Highland Drive  
CONTACT NAME: Christine Isom | Bob Untiedt  
CONTACT PHONE: 641-750-2886 | 319-899-4123  
DESCRIBE EVENT: Live music

Event location: 13th Street Plaza | set-up to begin at 3PM

[https://www.facebook.com/events/159726371354275/?event\\_time\\_id=159726384687607](https://www.facebook.com/events/159726371354275/?event_time_id=159726384687607) Aug 3rd: Exit 185 (Classic Rock)

[https://www.facebook.com/events/159726371354275/?event\\_time\\_id=159726378020941](https://www.facebook.com/events/159726371354275/?event_time_id=159726378020941) Aug 10th Porter Union (country)

[https://www.facebook.com/events/159726371354275/?event\\_time\\_id=159726381354274](https://www.facebook.com/events/159726371354275/?event_time_id=159726381354274) Aug 17th Riverbottom Ramblers (bluegrass)

ACTIVITY DATE 8/3, 8/10, 8/17

EVENT START TIME 5:30PM

EVENT END TIME: 7:30PM

BARRICADES NEEDED: ☒ YES ☐ NO

STREET(S) BLOCKED: ☐ YES ☒ NO

BARRICADE BEGIN TIME: 4PM

BARRICADE END TIME: 8PM

**CONTACT PARKS & REC FOR PARK  
FACILITY OR TRAIL PERMIT 641-754-5715**

**ATTACH SKETCH SHOWING  
DESIRED TRAFFIC CONTROL**

DEPARTMENT REVIEW: COST:

|                                    |    |
|------------------------------------|----|
| <b>POLICE</b>                      | \$ |
| APPV BY: appvd by email 8/3/18 slc |    |
| <b>FIRE</b>                        | \$ |
| APPV BY:                           |    |
| <b>PARKS</b>                       | \$ |
| APPV BY:                           |    |
| <b>PUBLIC WORKS</b>                | \$ |
| APPV BY:                           |    |

TOTAL DEPARTMENT COST: \$

\*\*REFUNDABLE PERMIT FEE: \$ 100.00

ALCOHOL IN PUBLIC AREA: \$ 100.00

TOTAL PERMIT COST: \$

DEPARTMENTAL REQUIREMENTS:

Barricade to be located at each entrance of the 13th Street Plaza (Breathe & Salvation Army) by Echo

Street to be open and parking available during event

**Agreement:** The applicant hereby states that he/she is authorized to represent the above named organization and agrees to accept responsibility for payment of repair of any damages to public or private property that may be incurred due to the applicant's activities under this permit. Any amount the permit fee is in excess of the damage cost shall be refunded to the applicant. The applicant also agrees that the regulations stated herewith shall govern activities under this permit.

Dogs are prohibited at most public events and event sponsors are responsible for noting on all advertising that the event is a dog-free event if attendance is expected to exceed 100 persons.

**\*\*If permit requirements are not met, including advertisement of a dog-free event, the deposit will not be returned.\*\***

*Christine M.E. Isom*

SIGNED BY APPLICANT

08/02/2018

APPLICATION DATE

**BARRICADE GUIDELINE:** When a street is closed, traffic patterns should be the main consideration in determining barricade placement to avoid creating a dead-end trap by placing barricades at the end of the block. A barricade should be placed at the entrance of the block in the inbound lane so drivers have notice of the street being closed. Alleys shall not be considered outlets for through traffic. The single barricade at the entry to the closed block still allows vehicles to exit the block or drive around the barricade to enter for the purpose of parking. Following this guideline lessens the need for police or volunteer traffic control and avoids frustration to the public in either coming to the event or traveling through the area.

APPROVED DATE:

APPROVED BY: (CITY CLERK)

LIC#

Updated: April 2010

(See reverse side for regulations governing activities using public property)

**Dog Ordinance Compliant Advertising Language:**

**"NO DOGS ALLOWED AT THIS EVENT BY ORDER OF THE CITY OF MARSHALLTOWN"**

## REGULATIONS FOR ACTIVITIES REQUIRING USE OF PUBLIC PROPERTY

The following requirements shall be met, unless waived by the City Clerk, when holding an event on public property.

1. **PERMIT:** The sponsoring organization or individual shall make an application on a form provided by the City Clerk for review and approval. The form shall show the name, address, and telephone number of the organization and a designated contact person responsible for arrangements. There shall be a refundable permit deposit of \$100.00 plus a sign-off accepting responsibility for the cost of any damage to public property resulting from the event. The deposit will not be returned if departmental permit requirements are not followed.
2. **REVIEW:** The form shall provide sign-off and comment spaces for Police, Fire, Parks and Recreation and Public Works officials for the purpose of providing approval, guidance and scheduling of equipment and personnel. The applicant will be contacted, preferably by email, regarding departmental conditions of the permit.

### 3. GUIDELINES AND REGULATIONS:

#### A. POLICE DEPARTMENT

- a. The Sponsor shall provide a detailed sketch of the proposed routes or traffic control required.
- b. There shall be a charge of \$10.00/man-hour for all reserve services required for profit organizations.
- c. There will be no charge for services provided for non-profit organizations if persons are available.
- d. Sponsors of large events are required to work closely with the police department in planning of the event. Compliance with this will determine issuance of future permits. Contact the Administrative Secretary of the Police Department at 641-754-5729.

#### B. FIRE DEPARTMENT

- a. There shall be no obstructions to the free access to building entrances.
- b. All fire lanes or emergency vehicle accesses shall remain open.
- c. There shall be no obstructions within 10 feet of a fire hydrant.
- f. Each concessionaire or person using heating or cooking equipment, open fires, etc., shall provide a working fire extinguisher.

#### C. PARKS & RECREATION DEPARTMENT

- a. For events that are free, open to the general public and community sponsored, six picnic tables and thirty trash barrels are available at no cost. Sponsors may provide their own trash bag liners or purchase from P&R. Sponsor must dispose of all trash. Bleachers may be provided but must pay a delivery charge.
- b. For events where attendance is restricted or admission is charged, delivery charges will be applied for the use of barrels and tables. Barrels may be used at no charge if hauled by the sponsor.
- c. There shall be no fires or cooking equipment within 10 feet of the drip line of any tree or shrub.
- d. Charges will be paid in advance of the event.

#### D. PUBLIC WORKS DEPARTMENT

- a. A limited number of barricades are available for use.
- b. For larger activities the City will deliver and set to the side of the street and out of the way, the barricades available. The sponsor shall be responsible for erecting and maintaining the barricades. After the event, the sponsor shall set the barricades off to the side of the street for pick up by the City.
- c. For smaller events, block parties, etc., the sponsor shall pick up, erect, maintain and return the barricades required.
- d. The City will provide, if available, street sweepers to clean up after parades with livestock.

#### E. SPONSOR (APPLICANT)

- a. The sponsor shall be responsible for all clean up of debris and litter created under the permitted use.
- b. The sponsor shall be responsible to provide an adequate number of litter receptacles for the event.
- c. The sponsor shall be responsible for governing all sub-units, concessions, or organizations involved in the event

#### F. DOGS PROHIBITED AT PUBLIC EVENTS

Ordinance 14827 established that dogs be prohibited at certain public events and Resolution 2008-090, passed June 23, 2008, lists the following events at which dogs are prohibited. In addition to the following events, when the Chief of Police anticipates that over 100 people will be in attendance at an event, and anticipates that the presence of dogs at such event may pose a potential problem, the Chief of Police is authorized to so designate the event, as one in which dogs are prohibited, pursuant to the ordinance. All advertising for the event must note that dogs are prohibited in all designated areas.

**\*\*If the event is not advertised as dog-free the deposit will not be returned.\*\***

*Garden Extravaganza  
Hispanic Heritage Festival  
BBQ, Buggies and Tunes  
Fourth of July-Independence Day celebration  
Central Iowa Art Fair  
Central Iowa Music Festival*

*Oktemberfest  
Homecoming Parade  
Municipal Band Concerts  
Cross Country Track Meets at IVH  
Holiday Stroll*

**Dog Ordinance Compliant Advertising Language:**

**“NO DOGS ALLOWED AT THIS EVENT BY ORDER OF THE CITY OF MARSHALLTOWN”**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2018

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

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

PRODUCER

Independent Insurance Services of Central Iowa  
11 E. Church St.  
P.O. Box 248  
Marshalltown IA 50158-0248

CONTACT NAME: Robin Angstman  
PHONE (A/C, No, Ext): 641-752-4618  
FAX (A/C, No): 641-753-0557  
E-MAIL ADDRESS: robin.angstman@insurecentraliowa.com

| INSURER(S) AFFORDING COVERAGE |                                    | NAIC # |
|-------------------------------|------------------------------------|--------|
| INSURER A :                   | West Bend Mutual Insurance Company | 15350  |
| INSURER B :                   |                                    |        |
| INSURER C :                   |                                    |        |
| INSURER D :                   |                                    |        |
| INSURER E :                   |                                    |        |
| INSURER F :                   |                                    |        |

INSURED

Friends of the Orpheum Theater  
220 E Main Street  
Marshalltown IA 50158

FRIEFT-04

COVERAGES

CERTIFICATE NUMBER: 1891437564

REVISION NUMBER:

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

| INSR LTR                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                      | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------|-------------------------------------------|------------|------------------------------|----|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|--|----|
| A                                         | <p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p> |           |          | A246214       | 3/4/2018                | 3/4/2019                | <table><tbody><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></tbody></table> | EACH OCCURRENCE                     | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | MED EXP (Any one person)     | \$ | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                           | \$ 1,000,000                                                                                                                                                                                                                                                                                                                           |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000                                                                                                                                                                                                                                                                                                                             |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| MED EXP (Any one person)                  | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| PERSONAL & ADV INJURY                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                                           |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| GENERAL AGGREGATE                         | \$ 2,000,000                                                                                                                                                                                                                                                                                                                           |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| PRODUCTS - COMP/OP AGG                    | \$ 2,000,000                                                                                                                                                                                                                                                                                                                           |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           | <p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>                                                                       |           |          |               |                         |                         | <table><tbody><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></tbody></table>                                                                                                                                    | COMBINED SINGLE LIMIT (Ea accident) | \$           | BODILY INJURY (Per person)                | \$         | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$           |                   | \$           |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)       | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per person)                | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| BODILY INJURY (Per accident)              | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)            | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           | <p>UMBRELLA LIAB</p> <p>EXCESS LIAB</p> <p>DED</p> <p>RETENTION \$</p> <p>OCCUR</p> <p>CLAIMS-MADE</p>                                                                                                                                                                                                                                 |           |          |               |                         |                         | <table><tbody><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></tbody></table>                                                                                                                                                                                                                                                                                             | EACH OCCURRENCE                     | \$           | AGGREGATE                                 | \$         |                              | \$ |                                |              |                   |              |                        |              |  |    |
| EACH OCCURRENCE                           | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| AGGREGATE                                 | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           | <p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p> <p>Y / N</p> <p>N / A</p>                                                                                                        |           |          |               |                         |                         | <table><thead><tr><th>WC STATU-TORY LIMITS</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></tbody></table>                                                                                                                                                                          | WC STATU-TORY LIMITS                | OTH-ER       | E.L. EACH ACCIDENT                        | \$         | E.L. DISEASE - EA EMPLOYEE   | \$ | E.L. DISEASE - POLICY LIMIT    | \$           |                   |              |                        |              |  |    |
| WC STATU-TORY LIMITS                      | OTH-ER                                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| E.L. EACH ACCIDENT                        | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT               | \$                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |
|                                           |                                                                                                                                                                                                                                                                                                                                        |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |              |                                           |            |                              |    |                                |              |                   |              |                        |              |  |    |

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

CERTIFICATE HOLDER

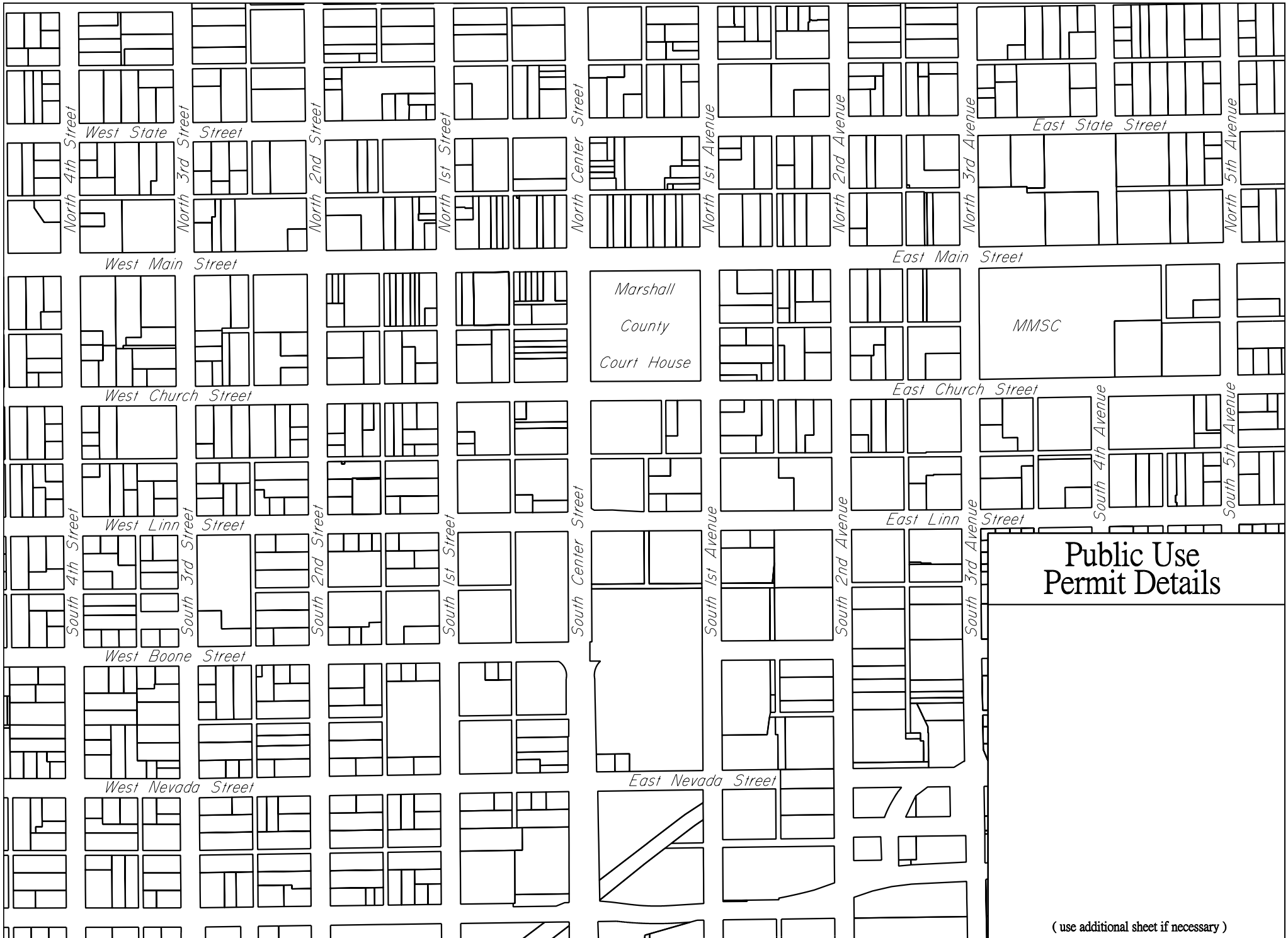
CANCELLATION

City of Marshalltown  
24 N Center Street  
Marshalltown IA 50158

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

AUTHORIZED REPRESENTATIVE

*Mark Rohde*



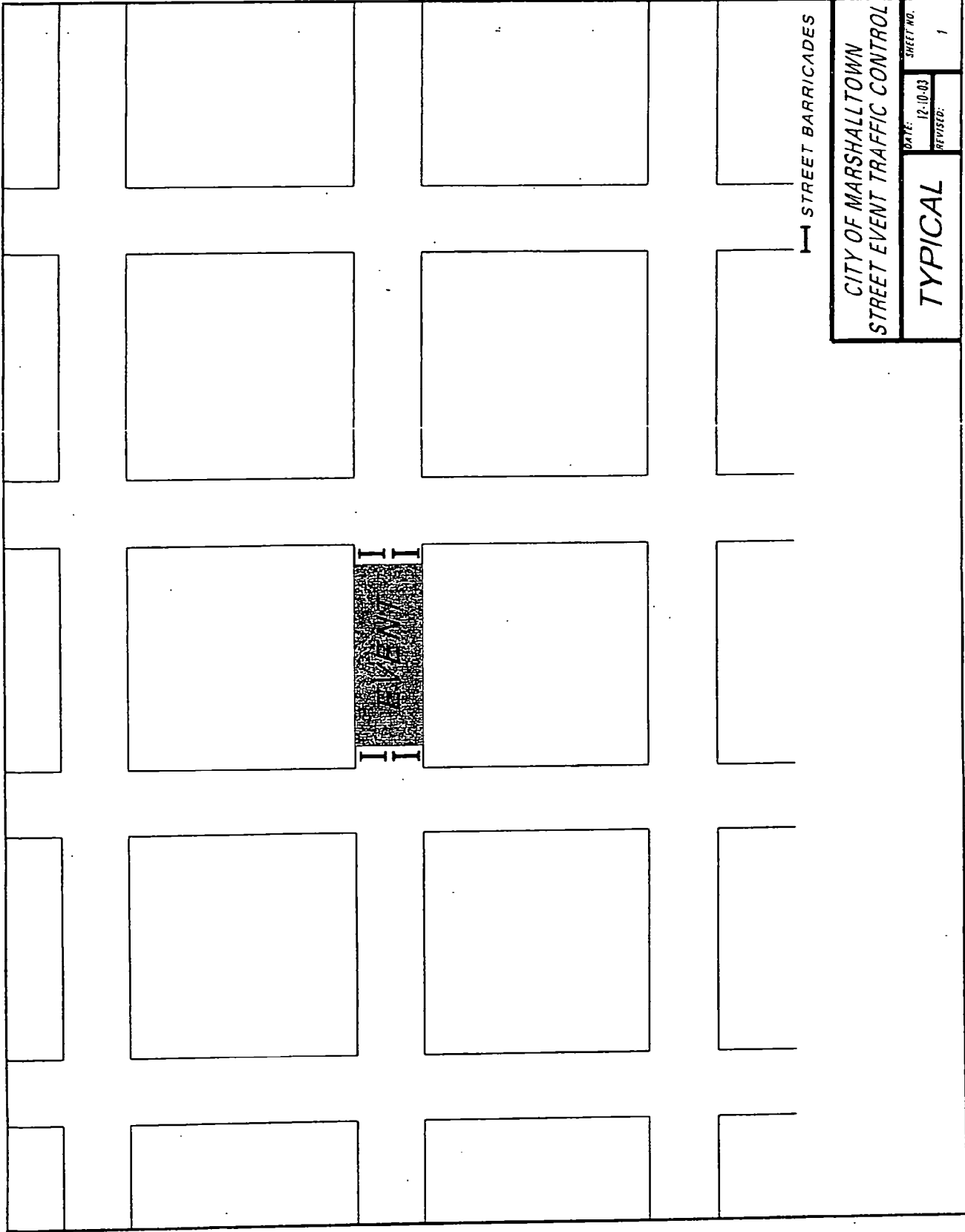
## Public Use Permit Details

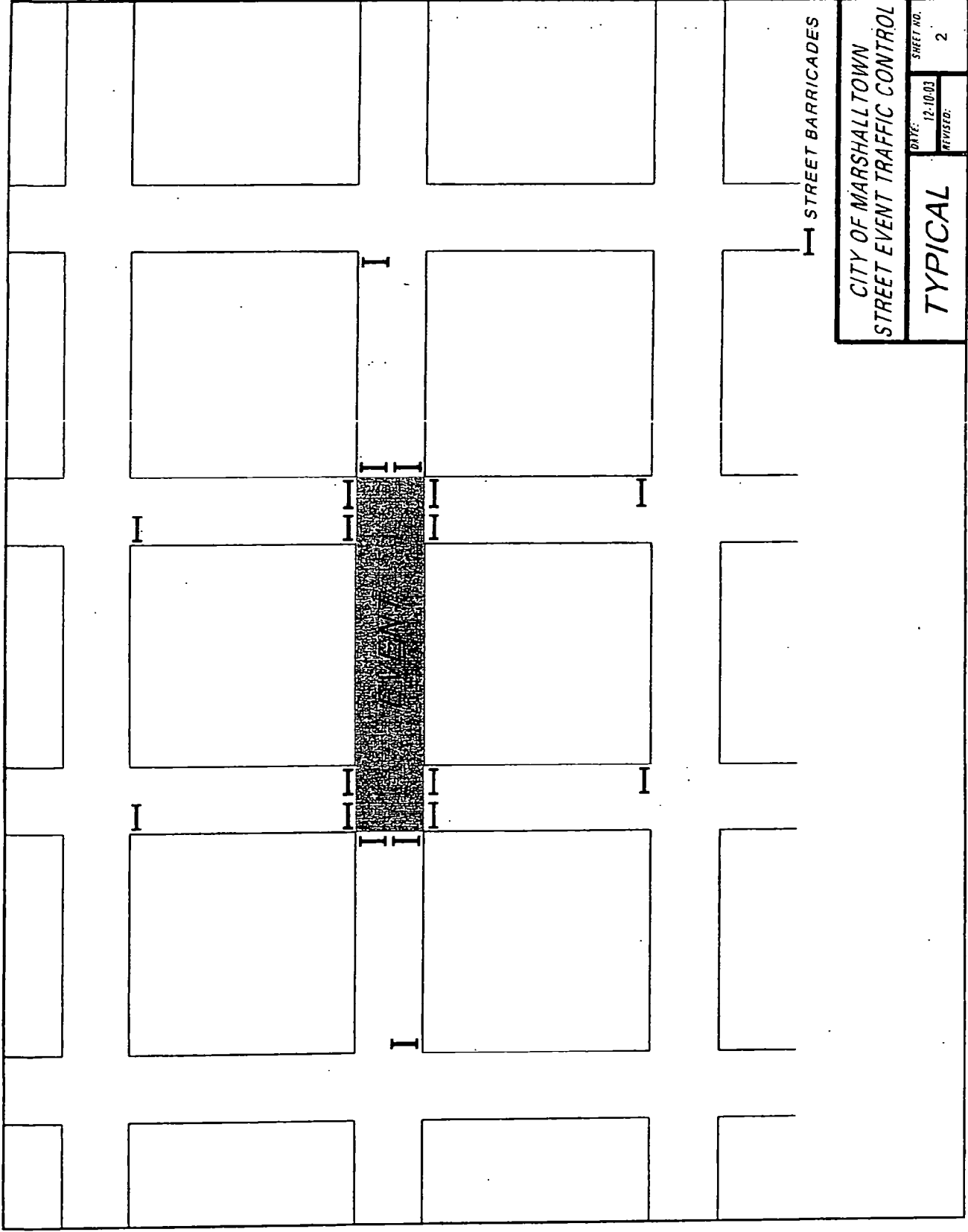
( use additional sheet if necessary )

### **Barricade Layout**

Anytime a street is closed, traffic patterns should be the main consideration in determining the barricade placement. In no case should a dead-end trap be created by placing barricades at the end of a block without advanced notice of the closure. This creates a situation where, unknowingly, drivers enter the closed-block and are forced to turn around. When placing barricades at the end of a block, first place a barricade at the entrance to the block in the inbound lane so drivers have notice of the street being closed. This allows the driver to make a decision on his direction before he enters the closed-block. Alleys shall not be considered outlets for through traffic. The single barricade at the entry to the closed-block still allows vehicles to exit the block or drive around the barricade to enter for the purpose of parking.

This simple consideration will provide better traffic flow around the event, lessen the need for Police or volunteer traffic control, and avoid frustration to the public in either coming to the event or traveling through the area.





|                              |                |
|------------------------------|----------------|
| CITY OF MARSHALL TOWN        |                |
| STREET EVENT TRAFFIC CONTROL |                |
| TYPICAL                      | DATE: 12-10-03 |
|                              | SHEET NO. 2    |



Gene L. Beach, Mayor  
Dick Hierstein, Administrator  
24 North Center Street  
Shari L. Coughenour, Clerk  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

November 19, 2008

Public Use Permit Holders  
Marshalltown, Iowa 50158

The public use permit policy has two new changes: first, to address dogs at public events and second, the use of city parking lots for beer permits.

First, the mixture of people and dogs in a public event setting is a safety concern. Over the past year the council heard concerns relating to irresponsible dog owners bringing their pets to public events.

To address this safety issue, an ordinance restricting the presence of dogs at public events and a resolution naming those events and instances where dogs are not permitted to attend was approved by the council. A copy of the ordinance and resolution are enclosed for your reference. Additionally, it is important that sponsors of the event advertise the event as "DOG FREE" and work closely with the police department for crowd and traffic control. Please call the police secretary at 754-5729 to arrange for an officer to work with you for larger events.

**If an event is not advertised as "dog free" the deposit will not be returned and future public use permits may not be issued.**

Second, the use of city parking lots for an outside beer event will now have a user fee of \$100 per event in addition to the \$100 deposit.

Please use the new public use form (attached, as well as the barricade guidelines) and a map of the downtown area to draw where barricades or traffic control is requested, as this is easiest for the street department.

Please contact me if you have any questions about these changes.

Sincerely,

Shari L. Coughenour, CMC  
City Clerk  
City of Marshalltown, Iowa

---

Advertising Language:  
"No dogs allowed at this event by  
order of the City of Marshalltown".

RESOLUTION AMENDING RESOLUTION # 2008-040 AND FURTHER DESIGNATING  
PUBLIC EVENTS AT WHICH DOGS ARE PROHIBITED

WHEREAS the City of Marshalltown in the interest of public health, safety, and welfare has an ordinance prohibiting dogs, other than police dogs, service dogs and assistance dogs, at designated public events; and

WHEREAS said ordinance establishes the procedure by which these public events are designated, that being by resolution of the City Council; and

WHEREAS the City Council by Resolution # 2008-040, passed March 10, 2008 designated certain public events at which dogs are prohibited, subject to said ordinance; and

WHEREAS the City Council hereby amends that Resolution by repealing it and substituting the following Resolution with its designations, until these designations are amended or repealed by the City Council, according to said ordinance; and

WHEREAS these designations, as generally described, are determined to be in the best interests of the City of Marshalltown.

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

Section 1. The following shall be established as the public events at which dogs are prohibited:

Garden Extravaganza  
Hispanic Heritage Festival  
BBQ, Buggies and Tunes  
Fourth of July-Independence Day celebration  
Central Iowa Art Fair  
Central Iowa Music Festival

Oktemberfest  
Homecoming Parade  
Municipal Band Concerts  
Cross Country Track Meets at IVH  
Holiday Stroll

In addition to the following events, when the Chief of Police anticipates that over 100 people will be in attendance at an event, and anticipates that the presence of dogs at such event may pose a potential problem, the Chief of Police is authorized to so designate the event, as one in which dogs are prohibited, pursuant to the ordinance.

Section 2. These designations are effective from and after the passage of this Resolution.

Passed this 23<sup>rd</sup> day of June, 2008, and signed this 24<sup>th</sup> day of June, 2008.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Gene Beach, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

Advertising Language:  
"No dogs allowed at this event by  
order of the City of Marshalltown".

AN ORDINANCE RELATING TO THE PROHIBITION OF DOGS AT PUBLIC EVENTS

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

Section 1. Chapter 6 of The Code of Ordinances, City of Marshalltown, Iowa is hereby amended, by adding the following new section:

Section 6-39. Dogs at public events.

Dogs, other than police dogs, and service and assistance dogs, are prohibited from the immediate vicinity of certain public events in Marshalltown, Iowa. The list of applicable events shall be set out by City Council Resolution, which shall be effective until repealed or modified. The City Administrator is authorized to establish rules implementing this ordinance, including but not limited to the criteria for a service and assistance dogs, the distances allowed from the event, and the exceptions for possible participation of dogs that have an official function for the event.

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this 10<sup>th</sup> day of March, 2008, and signed this 12<sup>th</sup> day of March, 2008.

CITY OF MARSHALLTOWN, IOWA

---

Bethany Wirin, Mayor Pro-tem

ATTEST:

---

Shari L. Coughenour, CMC, City Clerk

---

Advertising Language:  
"No dogs allowed at this event by  
order of the City of Marshalltown".

RESOLUTION\_\_\_\_\_

Approving 2018 Amendment to Agreement with Marshalltown Central Business District

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City and Marshalltown Central Business District (“MCBD”) have entered into an agreement dated November 13, 2017 (the “Agreement”), pursuant to which MCBD will undertake activities in the Urban Renewal Area related to the Main Street Program and the City’s Façade Improvement Program (the “MCBD Project”) and the City will provide a payment to MCBD in the amount of \$26,000 related to the Main Street Program and the City will provide payments to property owners participating in the Façade Improvement Program in an amount not exceeding \$40,000; and

WHEREAS, in order to assist MCBD’s efforts to help downtown businesses recover from recent tornado damage, it has been proposed that the Agreement be amended to provide that the \$40,000 that was to be devoted to property owners participating in the Façade Improvement Program should instead be paid to MCBD to be used for continuing operations; and

WHEREAS, an amendment to the Agreement (the “2018 Amendment”) has been prepared for the purpose of implementing this proposed adjustment in payments by the City to MCBD; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons;

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

Section 1. The Council finds that a public purpose will reasonably be accomplished by entering into the 2018 Amendment and providing the payments to MCBD.

Section 2. The 2018 Amendment is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 2018 Amendment on behalf of the

City, in substantially the form and content attached to this Resolution, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the 2018 Amendment.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 30th day of July, 2018.

---

Mayor

Attest:

---

City Clerk

## 2018 AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District (“MCBD”) as of the 30th day of July, 2018.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City and MCBD have entered into an agreement dated November 13, 2017 (the “Agreement”), pursuant to which MCBD will undertake activities in the Urban Renewal Area related to the Main Street Program and the City’s Façade Improvement Program (the “MCBD Project”) and the City will provide a payment to MCBD in the amount of \$26,000 related to the Main Street Program and the City will provide payments to property owners participating in the Façade Improvement Program in an amount not exceeding \$40,000; and

WHEREAS, in order to assist MCBD’s efforts to help downtown businesses recover from recent tornado damage, it has been determined by the City Council that the Agreement should be amended to provide that the \$40,000 that was to be devoted to property owners participating in the Façade Improvement Program should instead be paid to MCBD to be used for continuing operations;

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph #2 of the Agreement is hereby amended to read as follows:

“The City agrees that it will provide a grant in the amount of \$26,000 to MCBD for the Fiscal Year 2018-19 for the purpose of supporting the activities of MCBD under the Main Street Agreement and that it will provide not to exceed \$40,000 to MCBD for the Fiscal Year 2018-19 to be used for continuing operations of MCBD, both purposes to be derived from incremental property tax revenues generated in the Urban Renewal Area

2. This Amendment to Agreement may not be amended or assigned by either party without the express permission of the other party.

3. This Amendment to Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and Marshalltown Central Business District have caused this Amendment to Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

MARSHALLTOWN                      CENTRAL  
BUSINESS DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION APPROVING AN AGREEMENT WITH BOLTON & MENK FOR A HIGHWAY 14  
TRAFFIC AND ACCESS MANAGEMENT STUDY AND ACCEPTING FUNDING FROM THE  
IOWA DEPARTMENT OF TRANSPORTATION FOR THE STUDY**

**WHEREAS**, the City of Marshalltown contracted with Bolton and Menk to complete a study of the Highway 14/3<sup>rd</sup> Avenue Corridor, which was completed in May 2018; and

**WHEREAS**, the Iowa Department of Transportation is delaying the resurfacing of Highway 14/3<sup>rd</sup> Avenue to allow the City to plan for improvements that enhance the safety, transportation flow, and appearance of the corridor; and

**WHEREAS**, the Iowa Department of Transportation identified the first required step as a Traffic and Access Management Study; and

**WHEREAS**, Bolton and Menk is uniquely qualified to complete the Traffic and Access Management Study and has provided a proposed scope of work and Agreement totaling \$48,500; and

**WHEREAS**, the Iowa Department of Transportation is proposing to pay for fifty percent of the total cost of the study, or \$24,250;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that agreement for a Traffic and Access Management Study is hereby approved, and the Mayor is directed to execute the contract; and

**BE IT FURTHER RESOLVED**, the Mayor is direct to execute the funding agreement with the Iowa Department of Transportation once the contract for cost-sharing is received; and

**BE IT FURTHER RESOLVED**, the City of Marshalltown portion of the study of \$24,250 is to be funded from the Road Use Tax Fund.

Passed this 13<sup>th</sup> day of August, 2018, and signed this \_\_\_\_\_ day of August, 2018.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **HIGHWAY 14 TRAFFIC STUDY**

#### **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 Highway 14 Traffic Study as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

#### **SECTION I - CONSULTANT'S SERVICES**

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

#### **SECTION II - THE CLIENT'S RESPONSIBILITIES**

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

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

### **SECTION III - COMPENSATION FOR SERVICES**

#### A. FEES.

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

#### **Schedule of Fees**

| <b>Employee Classification</b>                                    | <b>Hourly Billing Rates</b> |
|-------------------------------------------------------------------|-----------------------------|
| <b>Sr. Principal Engineer/Surveyor</b>                            | <b>\$140-198/Hour</b>       |
| <b>Sr. Project Manager - Principal Engineer/Surveyor</b>          | <b>\$118-166</b>            |
| <b>Senior Transportation/Aviation Planner</b>                     | <b>\$120-170</b>            |
| <b>Project Manager (Inc. Landscape Architect)</b>                 | <b>\$100-150</b>            |
| <b>Project/Design Engineer/Planner/Landscape Architect</b>        | <b>\$64-144</b>             |
| <b>Licensed Surveyor</b>                                          | <b>\$76-140</b>             |
| <b>Project Surveyor</b>                                           | <b>\$60-110</b>             |
| <b>Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)</b> | <b>\$70-130</b>             |
| <b>Senior Technician (Inc. Survey<sup>1</sup>)</b>                | <b>\$70-145</b>             |
| <b>Technician (Inc. Survey<sup>1</sup>)</b>                       | <b>\$54-98</b>              |
| <b>Administrative Support &amp; Clerical</b>                      | <b>\$35-84</b>              |
| <b>GPS/Robotic Survey Equipment</b>                               | <b>NO CHARGE</b>            |
| <b>CAD/Computer Usage</b>                                         | <b>NO CHARGE</b>            |
| <b>Routine Office Supplies</b>                                    | <b>NO CHARGE</b>            |
| <b>Routine Photo Copying/Reproduction</b>                         | <b>NO CHARGE</b>            |
| <b>Field Supplies/Survey Stakes &amp; Equipment</b>               | <b>NO CHARGE</b>            |
| <b>Mileage</b>                                                    | <b>NO CHARGE</b>            |

<sup>1</sup> 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 **\$48,500.00**.

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**

### **HIGHWAY 14 TRAFFIC STUDY**

### **MARSHALLTOWN, IOWA**

June 28, 2018

### **DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS**

The Consultant agrees to provide Civil Engineering services required for the Highway 14 Traffic Study

The basic improvements anticipated as part of this Agreement include traffic analysis.

Hwy 14 between Anson St and the north City limits is being reviewed for a roadway improvement project with part being overlay and part being reconstruction. The City plans on redesigning this corridor under the Complete Streets concept, with one lane in each direction plus a two-way left-turn lane (TWLTL) in the middle, add bike lanes and improve pedestrian facilities and transit accommodations. The Consultant shall complete a corridor Traffic Study with existing and proposed lane configurations.

### **PROJECT LOCATION/LIMITS**

The proposed project includes HWY 14 between Anson St and the north City limits, comprising the following intersections:

- Anson St
- May St
- Nevada St (Nevada Ramps)
- Linn St
- Church St
- Main St
- State St
- Marion St
- Riverside St
- Edgewood St

### **I.A. BASIC SERVICES**

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

### **TASK 1: TRAFFIC STUDY**

#### **Subtask 1.1: Data Collection**

**Description:** Bolton and Menk will perform data collection related to the Highway 14 Traffic Study. This task will include the following item.

- AM and PM Peak turning movement traffic counts will be collected at the intersections previously listed, except for Riverside St and Marion St, where 13-hour turning movement counts will be collected.

### **Subtask 1.2: CRASH REVIEW**

**Description:** This task will include the following items.

- Review / Analyze crashes in past 5 years for study intersections including an analysis of any potential trends to determine intersection geometric options. The analysis will include crashes the IDOT ICAT crash record database from 2013-2017.
- Describe details of any injury crashes

### **Subtask 1.3: Traffic Modeling**

**Description:** This task will include the following items.

- Perform traffic capacity analysis with Synchro / SimTraffic, reporting delays using the Highway Capacity Manual (HCM) methodologies and queues from SimTraffic (uncalibrated model using software default driving behavior) for the following scenarios
  - Existing Conditions (2018) AM and PM peak hour
  - Construction Year AM and PM peak hour
  - Design Year (20-year after construction year) No Build
  - Design Year (20-year after construction year) Build
- Perform Traffic Control / Geometric Analysis for study intersections

### **Subtask 1.4: Signal Warrants Analysis**

**Description:** Bolton & Menk will Perform Warrant Analysis for existing and proposed / recommended traffic control changes for the intersections with Riverside St and of Marion St, for construction year and 10 years after construction.

### **Subtask 1.5: Traffic Report**

**Description:** Bolton & Menk will provide a report based on the results of the study. This task will include the following tasks.

- Prepare Draft Report of the findings and recommendations
- Prepare Final Report incorporating comments from the City

### **Subtask 1.6: Project Management**

**Description:** This task will include the following items

- Project Management  
Project administration, including scoping billing
- Project coordination, including up to two in-person meetings

Task 1 Deliverables:

- Draft and Final Report in PDF format
- Synchro traffic models

## **TASK 2: ACCESS MANAGEMENT STUDY**

**Description:** Bolton & Menk will perform an access management study including the following tasks.

- Analysis existing driveway and curb cut location
- Analysis of Alley Closure across from Woodbury St.
- Coordinate with City staff and residences on driveway locations (up to 3 meetings)
- Recommendations on driveway consolidation or shifts

## Task 2 Deliverables:

- Existing and proposed access points report with maps.

## **BASIS OF FEE ASSUMPTIONS**

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

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

The services described above in Section I.A. BASIC SERVICES shall be provided on an Hourly not to exceed rate basis as follows:

| TASK  |                         | PRICE |           |
|-------|-------------------------|-------|-----------|
| 1     | Traffic Study           | \$    | 34,100.00 |
| 2     | Access Management Study | \$    | 14,400.00 |
| Total |                         | \$    | 48,500.00 |

## **PROJECT SCHEDULE**

Upon approval, Bolton & Menk will work with City staff to revise and update this schedule as needed to ensure successful project delivery.

| <b><i>Task</i></b> | <b><i>Due Date</i></b>                                             |
|--------------------|--------------------------------------------------------------------|
| Kickoff Meeting:   | week 1                                                             |
| Traffic Counts:    | week 2-3                                                           |
| Data Analysis:     | week 4                                                             |
| Crash Review:      | week 5                                                             |
| Traffic Modeling:  | week 5 - 8                                                         |
| Signal Warrant:    | week 8                                                             |
| Draft Report       | week 10                                                            |
| Final Report       | 2 weeks after receiving comments from the City on the Draft Report |

Note: All dates are referred to the signed contract date.

## **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

## **I.B. ADDITIONAL SERVICES**

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

*Additional services may include:*

1. All other services not specifically identified in the Proposal or Sections I.A or I.B of this Exhibit 1.

# MARSHALLTOWN

— I O W A —

August 13, 2018

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

From: Michelle Spohnheimer, Housing & Community Development Director

**Re: Marth-Ellen Tye Foundation grant award for \$100,000 for a Downtown Redevelopment Master Plan.**

**Policy Issue:** The Martha Ellen-Tye Foundation has presented the City of Marshalltown with a grant award for \$100,000 to be used to complete a downtown redevelopment master plan as a follow-up to the tornado damage in the Central Business District.

**Recommendation:** Staff recommends accepting the grant and executing applicable agreements.

**Background:** In 2006 the City and MCBF jointly hired RDG Planning & Design to complete a downtown revitalization plan. The work completed under that plan resulted in almost \$100 million in improvements. The devastation caused by the July 19<sup>th</sup> tornado significantly impacted many of the projects downtown. Numerous buildings were damaged at various levels and it is critical for future development that we take action now to plan for our future.

**Budget Impact:** \$100,000 has been granted to the City with no matching requirement.

**Attachment:** Resolution

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MARTHA-ELLEN TYE  
FOUNDATION GRANT FOR A DOWNTOWN REDEVELOPMENT MASTER PLAN IN THE  
AMOUNT OF \$100,000**

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 experienced a devastating tornado on July 19, 2018, which severely impacted the downtown central business district; and

WHEREAS the City had previously completed a downtown master plan in 2006; and

WHEREAS the staff is proposing the need to complete a new Downtown Redevelopment Master plan for the Central Business District; and

WHEREAS the Martha-Ellen Tye Foundation has presented a grant award in the amount of \$100,000 to the City of Marshalltown for purposes of completing such plan; and

WHEREAS the City has found the acceptance to be in the best interest of the City.

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

Section 1. This Council hereby accepts a grant award from the Martha-Ellen Tye Foundation for the purposes of completing a Downtown Redevelopment Master Plan in the amount of \$100,000.

Section 2. This Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this \_\_\_\_ day of August 2018 and signed this \_\_\_\_ day of August 2018.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

# MARSHALLTOWN

— I O W A —

August 13, 2018

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

From: Michelle Spohnheimer, Housing & Community Development Director

**Re: Economic Development Administration EDA-Economic Adjustment Assistance application for a Downtown Redevelopment Master Plan.**

**Policy Issue:** The Housing & Community Development Department is requesting approval from the City Council to apply for a grant for \$100,000 from the Economic Development Administration EDA, to be used to complete a downtown redevelopment master plan as a follow-up to the tornado damage in the Central Business District.

**Recommendation:** Staff recommends authorization of the City staff to apply for the grant and to execute and accept an award if granted.

**Background:** In 2006 the City and MCBD jointly hired RDG Planning & Design to complete a downtown revitalization plan. The work completed under that plan resulted in almost \$100 million in improvements. The devastation caused by the July 19<sup>th</sup> tornado significantly impacted many of the projects downtown. Numerous buildings were damaged at various levels and it is critical for future development that we take action now to plan for our future.

**Budget Impact:** Martha-Ellen Tye Foundation for awarded a \$100,000 grant, which will be used to satisfy the matching requirement.

**Attachment:** Resolution

**RESOLUTION AUTHORIZING THE CITY HOUSING & COMMUNITY DEVELOPMENT  
DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE ECONOMIC  
DEVELOPMENT ADMINISTRATION (EDA) FOR A DOWNTOWN REDEVELOPMENT  
MASTER PLAN**

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

WHEREAS the City experienced a devastating tornado on July 19, 2018, which severely impacted the downtown central business district; and

WHEREAS the City had previously completed a downtown master plan in 2006; and

WHEREAS the staff is proposing the need to complete a new Downtown Redevelopment Master plan for the Central Business District; and

WHEREAS the City Council has found the request to apply for grant funding for \$100,000 from the Economic Development Administration EDA, to be in the best interest of the City.

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

Section 1. This Council hereby authorizes City staff to prepare and submit a grant application to the Economic Development Administration EDA, for the purposes of completing a Downtown Redevelopment Master Plan for \$100,000.

Section 2. This Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this \_\_\_\_ day of August 2018 and signed this \_\_\_\_ day of August 2018.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING AN APPLICATION TO THE IOWA ECONOMIC  
DEVELOPMENT AUTHORITY FOR A COMMUNITY CATALYST BUILDING REMEDIATION  
PROGRAM GRANT FOR THE REMEDIATION OF BUILDINGS WITHIN THE  
MARSHALLTOWN CENTRAL BUSINESS DISTRICT**

**WHEREAS**, the City of Marshalltown experienced an EF-3 tornado on July 19, 2018, which caused devastation across the community, including the Marshalltown Central Business District; and

**WHEREAS**, the Iowa Economic Development Authority (“IEDA” or “the Authority”) has established a community catalyst building remediation fund for the purpose of providing grants to Iowa cities for the remediation of underutilized buildings and the Authority administers the fund; and

**WHEREAS**, the Marshalltown Central Business District is located in an area central to the City of Marshalltown’s economic development activities; and

**WHEREAS**, remediation of damaged or destroyed buildings in the Marshalltown Central Business District would stimulate additional economic growth or reinvestment in the community, and

**WHEREAS**, remediating buildings in the Marshalltown Central Business District is expected to have a significant positive anticipated impact on the community for decades to come;

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

1. Staff is hereby authorized to submit an application to the Iowa Economic Development Authority for grant funding to remediate buildings within the Marshalltown Central Business District; and
2. Staff is authorized to work with IEDA staff to maximize the amount of a grant under the Community Catalyst Building Remediation Program

**BE IT FURTHER RESOLVED**, the City Council authorizes the acceptance of grant funds and hereby authorized the Mayor to execute documents related to the acceptance of a grant.

Passed this 13<sup>th</sup> day of August, 2018, and signed this \_\_\_\_\_ day of August, 2018.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING POLICY ON EXAMINATION AND COPYING OF PUBLIC  
RECORDS, AND APPOINTING THE LAWFUL RECORDS CUSTODIAN FOR THE CITY OF  
MARSHALLTOWN

WHEREAS the City of Marshalltown, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS pursuant to Iowa Code Section 22.3, the City may adopt and enforce reasonable rules regarding the examination and copying of the records and the protection of the records against damage or disorganization; and

WHEREAS the City may also charge a reasonable fee for services in supervising the examination and copying of the records;

WHEREAS the City Council of Marshalltown finds that this policy is in the best interest of the City.

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

Section 1. The attached Policy on Examination and Copying of Public Records is hereby approved.

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

CITY OF MARSHALLTOWN, IOWA

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Joel Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk

## EXAMINATION AND COPYING OF PUBLIC RECORDS

### GENERAL POLICY:

It is the policy of the City of Marshalltown to comply with all requests for records within the constraints of Iowa Code Chapter 22. The purpose of this policy is to define the procedures and the fees associated with handling open records requests made to the City of Marshalltown.

### PROVISIONS:

- (1) Iowa Code Section 22.1(2) requires government bodies to delegate an official or employee as its "lawful custodian" responsible for implementing the requirements of Iowa Code Chapter 22 and to provide that information to the public. The City's "lawful custodian" is the City Clerk or any employee delegated such responsibilities by the City Clerk.
- (2) Records requests must be in writing, but can come in any form, including the online form provided on the City's website at this address: [www.marshalltown-ia.gov], by e-mail: clerk@marshalltown-ia.gov, by fax: 641-754-5717, by letter: City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. If a requestor is unable to put his or her request in writing, the requestor should contact the City Clerk, either via telephone or in person during regular business hours and the City Clerk will assist.
- (3) In order to accurately and timely process a records request, the City needs to know the full extent of the request and how to contact the requestor (name, address and phone number) in case the Clerk has any questions or concerns. Requests for documents should identify the requestor and need to be sufficiently specific in order to allow City staff to accurately identify the records being sought and timely respond to the request.
- (4) Routine Requests and Non-Routine Requests
  - (a) Routine Requests. Examples of routine records requests include, but are not limited to a customer's request for copies of his or her own billing records, requests for meeting minutes or agendas, and requests for copies of specific resolutions or ordinances. Routine records requests may be handled directly by the department involved with notice of the request.
  - (b) Non-Routine Requests. City staff should provide a copy of any non-routine records requests to the City Clerk immediately upon receipt. The City Clerk will coordinate the response to all non-routine records requests with affected departments through the chain of command. All non-routine requests will be vetted through the City Attorney.
  - (c) The custodian shall consult the City Attorney or his designee concerning requests for records that may be considered confidential records pursuant to Iowa Code, Section 22.7. All such requests are automatically considered non-routine requests.
  - (d) The City shall have the final determination of what constitutes a routine and a non-routine request.
- (5) The custodian will make every attempt to fill all open record requests in a timely manner, not to exceed twenty (20) days. If it becomes apparent

that the custodian will be unable to fulfill the request in twenty (20) days, the custodian will contact the requestor and provide him or her with an anticipated fulfillment date.

(6) Requestor's Options for Examining or Copying Records

- (a) In-person Examination of Records. Persons seeking public records within the control of the City may examine such records at City Hall during normal business hours, Monday through Friday, 8:30 am to 5:00 pm, except during City Hall closures. In-person examinations will be coordinated by the City Clerk. An appointment is required for all in-person examinations. Adequate notice is required for in-person examinations as prior review of confidential or otherwise protected information may need to occur prior to a requestor's in-person review. In-person examinations will be supervised by City staff and conducted in a manner as directed by staff to prevent destruction, misappropriation, manipulation or disorganization of the original materials. After examination, persons seeking copies of public records, including electronic records, need to specifically and clearly indicate which records are requested for copying.
- (b) Personal Review Not Required. Requestors are not required by law to be personally present for the examination of records and, therefore, may ask that the City examine its records and provide copies of records that correspond to the request in accordance with the terms and conditions of this policy.

(7) Form of Response to an Open Records Request

- (a) The City may, in its discretion, provide either paper copies or electronic copies, depending upon which option creates the least inconvenience to the City. In the case of production of electronic copies, the City will send said copies to a secure email address provided by the requesting party or copy the requested files to a CD-ROM or DVD-ROM at its option. The requester shall bear any and all costs of electronic reproduction.

(8) The following fee schedule shall apply:

- (a) photocopies
  - (i) \$0.25 per page (black and white)
  - (ii) \$0.50 per page (color)
  - (iii) \$1.00 per page (copies transmitted by fax, limited to ten (10) pages)
- (b) digital media
  - (i) \$1.00 per DVD/CD or the actual cost of providing other digital media, whichever is more
- (c) hourly rate for clerical time needed for the reproduction of copies or other media: Actual cost(s) of employee time if time involved exceeds fifteen (15) minutes
- (d) hourly rate for professional staff time needed to produce or review the documents: Actual cost(s) of employee time if time involved exceeds fifteen (15) minutes.

- (e) In cases where the City's contracted City Attorney reviews documents prior to production, the cost of reasonable attorney fees owed to the City Attorney shall also be charged.
  - (f) routinely prepared or bound reports:  
Actual cost(s) to produce bound reports
  - (g) Postage for copies mailed. Cost of actual postage. All requests will be mailed certified, return receipt requested.
  - (h) Any costs not covered by the above fee schedule shall be charged to the requestor based on the actual costs incurred by the City, including but not limited to all amounts charged to the City by third parties in connection with the fulfillment of any records request.
  - (i) The charges outlined herein are cumulative to the extent they reflect the actual cost to the City. For example, if a one-page document takes 30 minutes to locate and the requestor wants the document copied and mailed, the charges will include charges for the 30 minutes of retrieval services, \$0.25 for the black and white photocopy or \$0.50 for a color photocopy, and the applicable postage charge for a certified mail delivery.
- (9) Advance Deposits. If the City estimates the fees for the requested services will be greater than ten dollars (\$10.00), the City may require the requestor to make an advance deposit to cover all or part of the estimated fees. If a deposit is required, no work will begin on a request until the deposit is received. Any funds collected by the City in excess of the actual fees will be refunded to the requestor in a timely manner. If any requestor has not paid a previous amount due under this policy, the City shall require full payment of the previous amount due plus a full deposit for estimated services before processing a new request.
- (10) This policy does not cover departmental records which are subject to a specific departmental policy and fee schedule, such as police records and oversize or unique documents.
- (11) All open records requests that are responded to by electronic media shall be done so that the document may not be altered.

# MARSHALLTOWN

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I O W A

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FROM: Shari L. Coughenour, CMC, City Clerk

DATE: August 6, 2018

RE: **Records Policy**

**Policy Issue:** Chapter 22 of the Iowa Code and federal law require cities comply with Open Records / Freedom of Information Act regarding citizen access to public records.

**Recommendation:** Lynch Dallas Attorney Holly Corkery has prepared a Records Policy for the city. Staff recommends adoption of this policy.

**Background:** The city last reviewed the records policy and approved the policy by Resolution 2009-156, October 26, 2009.

**Budget Impact:** The records policy allows minimal charges for copies and staff time associated with in person review of the records and compilation.

**Attachment:** Resolution and Records Policy

If you have questions please do not hesitate to contact me at 641-754-5701 or e-mail me at [clerk@marshalltown-ia.gov](mailto:clerk@marshalltown-ia.gov)



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

## FINANCE DEPARTMENT

August 10, 2018

To: Mayor Joel Greer  
Members of the City Council

From: Diana Steiner, Finance Director

Re: **Update on costs for Police and Fire Building**

**Policy Issue:** N/A

**Recommendation:** This report is provided for information only.

**Background:** The first column of numbers on the report reflects the cumulative expenditures we have paid to date since the inception of the project through August 14, 2018. The middle column of numbers reflects the amount still owed for contracts that have been signed or estimates of costs. The far right column shows the revenue section. This includes the debt issuance of the \$17.5 million bonds plus the premiums, as well as the proceeds allocated from the 2014A bond. The storm water improvements encumbrance has been zeroed out, since at the June meeting Council approved paying for that out of the 2016A bond funds (see Note A on the report). There is approximately \$917,901 that is not yet spent or committed from the Police/Fire bond funds.

**Budget Impact:** This project is still within budget.

**Attachment:** Costs for Police & Fire Building for August 14, 2018 Council Meeting.

cc: Jessica Kinser, City Administrator

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



**POLICE & FIRE BUILDING****CUMULATIVE THROUGH AUGUST 14, 2018****REVENUES**

|                                     |                      |
|-------------------------------------|----------------------|
| DEBT ISSUANCE (2014A, 2016B, 2017A) | 17,902,828.35        |
| INTEREST ON INVESTMENTS             | 164,075.47           |
| CONTRIBUTIONS                       | 600.00               |
| REIMBURSEMENTS                      | 688.13               |
| <b>TOTAL REVENUES</b>               | <b>18,068,191.95</b> |

**EXPENDITURES**

|                                            | <b>Payments</b>     | <b>Encumbered or<br/>Estimates</b> |                      |
|--------------------------------------------|---------------------|------------------------------------|----------------------|
| ADVERTISING & LEGAL PUB                    | 105.57              | -                                  |                      |
| BANK CHARGES                               | 30.00               | -                                  |                      |
| CONSULTING & PROF FEES                     | 2,204,250.62        | 281,953.45                         |                      |
| CONTRACT LAWN CARE                         | 175.00              | -                                  |                      |
| CONTRACT-AUTO SPRINKLER                    | 34,958.38           | 71,091.62                          |                      |
| CONTRACT-COMMUNICATIONS TOWER              | -                   | 142,081.10                         |                      |
| CONTRACT-CONCRETE SIDEWALKS & PAVING       | 98,380.10           | 421,619.90                         |                      |
| CONTRACT-ELECTRIC                          | 210,236.90          | 825,728.82                         |                      |
| CONTRACT-ELEVATORS                         | -                   | 71,255.00                          |                      |
| CONTRACT-FIBER FOR INTERNET                | 149,953.24          |                                    |                      |
| CONTRACT-FLOOR COVERINGS                   | -                   | 232,605.00                         |                      |
| CONTRACT-GENERAL                           | 321,419.34          | 1,557,470.18                       |                      |
| CONTRACT-ALUMINUM STORE FRONTS             | 331,496.85          | 303,166.15                         |                      |
| CONTRACT-GYPSUM WALLS                      | 423,765.54          | 671,914.46                         |                      |
| CONTRACT-MASONRY                           | 1,078,895.05        | 870,713.84                         |                      |
| CONTRACT-OUTSIDE HELP                      | 492,284.99          | 175,760.26                         |                      |
| CONTRACT-PAINTING                          | -                   | 175,714.00                         |                      |
| CONTRACT-PLUMBING                          | 949,653.25          | 870,473.75                         |                      |
| CONTRACT-ROOFING & WALL PANELS             | 242,281.73          | 327,441.01                         |                      |
| CONTRACT-STEEL                             | 746,691.76          | 63,244.07                          |                      |
| ELECTION EXPENSE                           | 15,276.41           | -                                  |                      |
| ELECTRICITY                                | 1,679.22            | -                                  |                      |
| GENERAL LIABILITY INSURANCE                | 204.00              | -                                  |                      |
| LAND ACQUISITION                           | 676,000.00          | -                                  |                      |
| LEGAL EXPENSES                             | 54,748.87           | -                                  |                      |
| LICENSE & PERMITS                          | 350.00              | -                                  |                      |
| OPERATING SUPPLIES                         | 16.95               | -                                  |                      |
| OTHER DEBT SERV EXP                        | 515.00              | -                                  |                      |
| STORM WATER FEES                           | 85.92               | -                                  |                      |
| TAXES PAID (KC HALL PROP)                  | 1,542.00            | -                                  |                      |
| WATER UTILITY                              | 111.35              | -                                  |                      |
| STORMWATER IMPROVEMENTS (see Note A)       |                     | -                                  |                      |
| TRAFFIC SIGNAL IMPROVEMENTS                |                     | 247,000.00                         |                      |
| MEDIAN - ANSON & CENTER                    |                     | 371,000.00                         |                      |
| DISPATCH EQUIPMENT                         |                     | 684,950.00                         |                      |
| COMPUTER SOFTWARE (CAD FOR FIRE DEPT)      | 20,250.00           | -                                  |                      |
| BUILDINGS & IMPROVEMENTS (MIDWEST STORAGE) | 56,708.00           | 170,126.43                         |                      |
| FURNITURE/FIXTURES/EQUIPMENT (See Note B)  |                     | 502,915.57                         |                      |
| <b>TOTAL EXPENDITURES</b>                  | <b>8,112,066.04</b> | <b>9,038,224.61</b>                | <b>17,150,290.65</b> |

|                                                                              |                   |
|------------------------------------------------------------------------------|-------------------|
| <b>TOTAL NOT YET SPENT OR COMMITTED FROM POLICE/FIRE BUILDING BOND FUNDS</b> | <b>917,901.30</b> |
|------------------------------------------------------------------------------|-------------------|

Note A: Stormwater Improvements of @ \$225,000 to be paid out of Storm Water 2016A Bond Funds  
Total spent to date with Bolton & Menk is \$86,321.25 for Engineering on High Street

Note B: Total FFE @ \$750,000; \$502,916 not encumbered yet

# 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 16, 2018  
RE: Requests for Police and Fire Project

As we get closer to the finishing stages of the Police and Fire Building Project, there are items that were removed or not included in the original budget which merit discussion at this point. We are still under budget and have the financial capacity to add in the following items, if the Council so chooses:

### **Landscaping- \$40,000**

This was an item that was removed from the budget before bidding and includes plantings by the front entry way and grass. Originally, it was contemplated to do a seed spray and erosion control over any ground that was intended to be grass. However, we are recommending that we would sod in certain areas surrounding the building, which would provide a better immediate appearance to the facility and includes the fertilizing and watering of the sodded area. The attached map identifies the areas of green which would be sod. The remaining areas would be sprayed.

### **Public Art- \$55,000**

No budget was set for including public art in the new facility as the bids for the major work were unknown initially. Now that we know where we are at, we are requesting \$50,000 for a budget to advertise in a call to artists. The remaining \$5,000 would be utilized for stipends to the potential artists as well as site preparation items, which could vary depending upon an installation inside or outside.

Like with Echo and Drills, we could utilize the Marshalltown Public Art Committee (MPAC) along with no more than 3 Council members and staff from both Police and Fire. A selection process could take up to 4 months, which means nothing would be in place when the building opens. Authorizing this budget now would allow the process to start.

### **Sidewalks- \$70,000**

Any new project requires sidewalks as required by our Code of Ordinances; however, this item was missed in the development of plans and specifications that went out to bid. Since we are required to do this, it would be advisable to take advantage of the site in the finishing stages to complete this work and to be compliant with our Code.

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





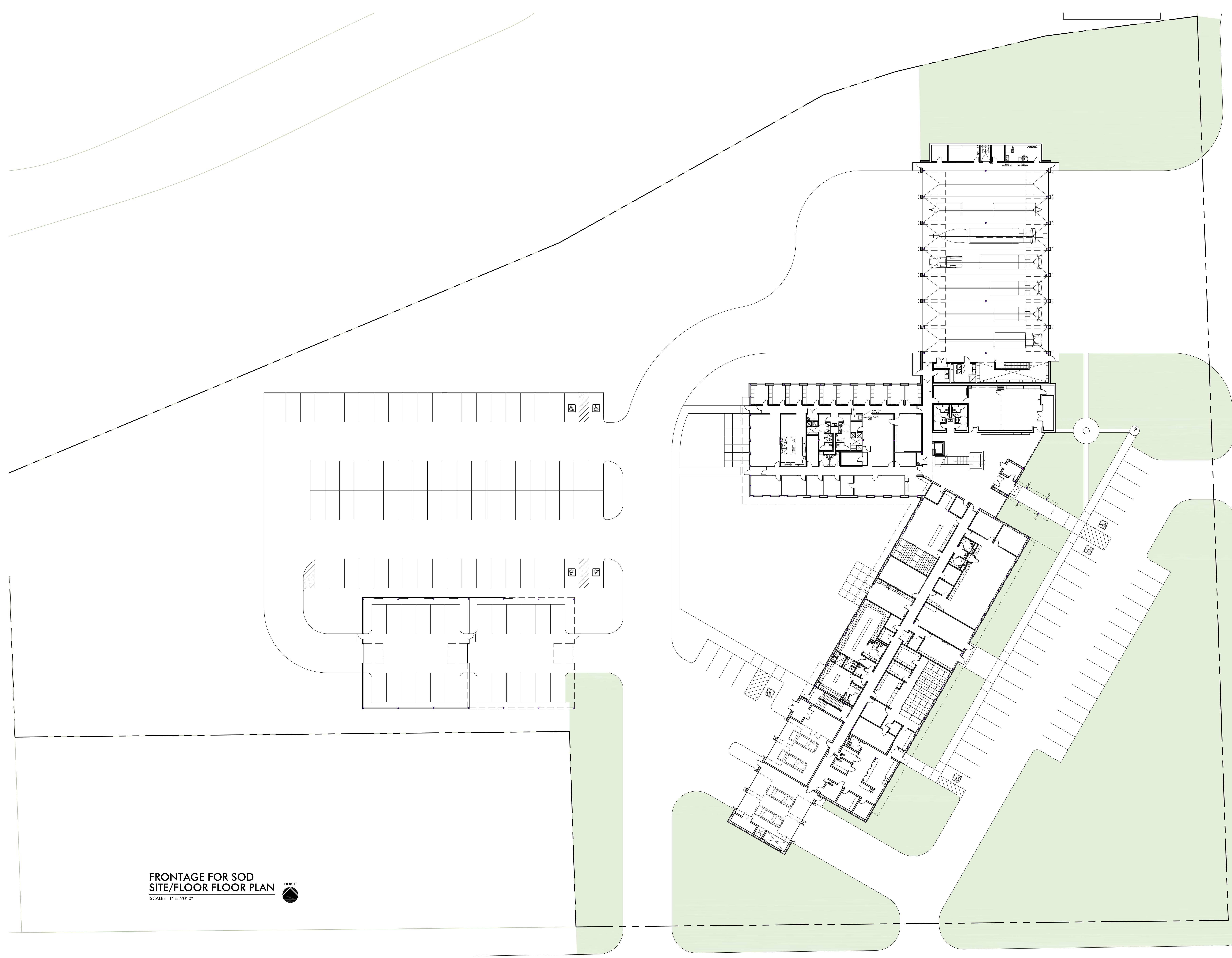
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# JOINT POLICE & FIRE STATION

MARSHALLTOWN, IOWA 50158

FRONTAGE FOR SOD  
SITE/FLOOR FLOOR PLAN

SCALE: 1" = 20'-0"





the City of  
**Marshalltown**  
**CITY CLERK'S OFFICE**

Joel Greer, Mayor  
Jessica Kinser, Administrator  
Shari L. Coughenour, City Clerk  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

July 19, 2018

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

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

**Re:** Combine Veterans Memorial Coliseum Commission and Parks and Recreation Advisory Board

**Policy Issue:** For Council discussion

**Recommendation:** Staff recommends adding two members from the Veterans Memorial Coliseum Commission to the Parks and Recreation Advisory Board and eliminating the Coliseum Commission. The Parks and Recreation Advisory Board made a recommendation at their July 18, 2018 meeting to move forward with this proposal.

**Background:** The Parks and Recreation Advisory Board was formed in the early 1970's to provide advice and recommendations to parks and recreation staff. The Veteran's Memorial Coliseum Commission was charged with overseeing Coliseum operations, maintenance and capital improvements while working with Park and Recreation staff. As this level of oversight has not taken place in many years, it has been suggested that we add two Coliseum Commission members to the five member Park and Recreation Advisory Board which can have up to seven members. The Coliseum Commission would be phased out, but Veterans would be represented on the Park and Recreation Advisory Board. There are no ordinances stating that we need to maintain the Veteran's Memorial Coliseum Commission.

**Budget Impact:** No

**Attachment:** No

cc: Jessica Kinser, City Administrator

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



# 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: August 9, 2018  
RE: Reimbursement of Commercial Landfill Fees

The Marshall County Landfill charged all residential tipping fees to the City of Marshalltown from July 23<sup>rd</sup> through August 4<sup>th</sup>, which was advertised as being “free” drop-off at the landfill for residents. During this time period, commercial entities were charged the tipping fee for any debris.

I was contacted by a business owner who was questioning why commercial entities were not allowed to be “free” or charged to the City as well. I explained that the City did not have any part in the Landfill Commission’s decision, but that I would bring forward the request to the City Council to consider.

In talking further with Council member Mike Gowdy, chair of the Landfill Commission, the intent was not to allow individuals with insurance coverage for debris removal to be able to charge their tipping fee to the City, as the insurance coverage should come first. In talking with a few insurance agents, a commercial policy should have a coverage for debris removal, which further strengthens the argument not to cover any commercial charges.

If the Council would like to open up the process of reimbursing tipping fees charged to commercial entities during the dates that it was free for residential, I would recommend the following requirements:

- A letter from the owner’s insurance company and/or agent that spells out the coverage of the policy, specifically that no debris coverage is part of the policy; or
- If not insured, the owner would need to sign a sworn affidavit of no insurance coverage.
- Verification that debris was properly disposed of and DNR and OHSA asbestos requirements were followed (if required).

Please keep in mind that the City in no way has a guarantee of reimbursement of the residential fees at this point, and would have not guarantee of being reimbursed the commercial fees either. If no reimbursement for debris and clean-up costs is provided

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



through FEMA with a public assistance disaster declaration, the City will have to find a way to cover those costs.

**City Council**

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

