

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

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[AUGUST FINANCIALS.PDF](#)
[BILL LIST.PDF](#)
[MINUTES.PDF](#)
[ORDINANCE - HOUSING APPEAL.PDF](#)
[PACKET.PDF](#)



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

December 12, 2016, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of November 28, 2016.
2. Approve Bill List in the amount of \$1,719,979.56.
3. Approve August 2016 Financial Statements.
4. Resolution 2016-244 Declaring 1992 Ontario Orion II and 2005 Optima Buses as Surplus Property
5. Tentative Resolution 2016-245 Accepting Subordination Agreement for Property Interest at 406 W State Street, Lead Abatement Project 533509192, Setting public hearing on December 27, 2016.
6. STP Iowa Avenue East, Project 76015010, OMG Midwest, Inc.
 - a) Resolution 2016-246 Approving Contract Change Order #1, increase of \$3,237.95
 - b) Resolution 2016-247 Approving Certificate of Completion and final project costs of \$425,002.00
7. East Main Street Mill and Overlay Project 76015008, Manatt's, Inc.
 - a) Resolution 2016-248 Approving Contract Change Order #1, increase of \$18,139.37
 - b) Resolution 2016-249 Approving Certificate of Completion and final project costs of \$530,265.22

(end of consent agenda items)

REPORT:

8. Kenn Vinson, Alliant Update

RESOLUTIONS:

9. Resolution 2016-250 Approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.
10. Resolution 2016-251 Awarding Contract Boulder Contracting LLC, for Iowa River Trails Phase 1, project 40115012, 12th Street to Summit, \$779,613.50

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.



PUBLIC HEARING – conveyance of land

11. Reconsider of or Motion to ratify Resolution 2016-221, passed by council on November 14, 2016, Adopting Tentative Resolution Providing for the Conveyance and Transfer of Title by the City to Interstate Power and Light Company, authorizing execution and delivery of quit claim deed. The public hearing notice was not published prior to November 14 council action.

ORDINANCE:

12. Ordinance to Amend Section 26-93, changing Church Street and Linn Street to two way traffic except for Linn Street by the Post Office (segment from 3rd Avenue to 4th Avenue will remain one way), first reading.

DISCUSSION:

1. Stanley Consultants, Deb Mathias, storm water rate update
2. Five acres on East LaFrentz Lane, donated land for installation of a fire department building or other public purpose.
3. Opinion of the Housing Board of Appeals and staff recommendation regarding sill height for basement bedrooms, rental housing code requirement.

PUBLIC COMMENT:

CLOSED SESSION:

Closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011.

OPEN SESSION: (If appropriate and recommended by legal counsel.)

Council to adopt recommendations of legal counsel proposed in closed session, including the following Resolutions, if recommended.

13. Resolutions approving collective bargaining agreements, July 1, 2017 – June 30, 2020:
 - a) Resolution 2016-252, Street and Utility Division, Public Works Department, Public, Professional and Maintenance Employees Local No. 2003, IUPAT.
 - b) Resolution 2016-253, Water Pollution Control Plant, Chauffeurs, Teamsters and Helpers Local No. 238 affiliated with the International Brotherhood of Teamsters
 - c) Resolution 2016-254, Fire Department, The International Association of Firefighters, Local Union No. 16.

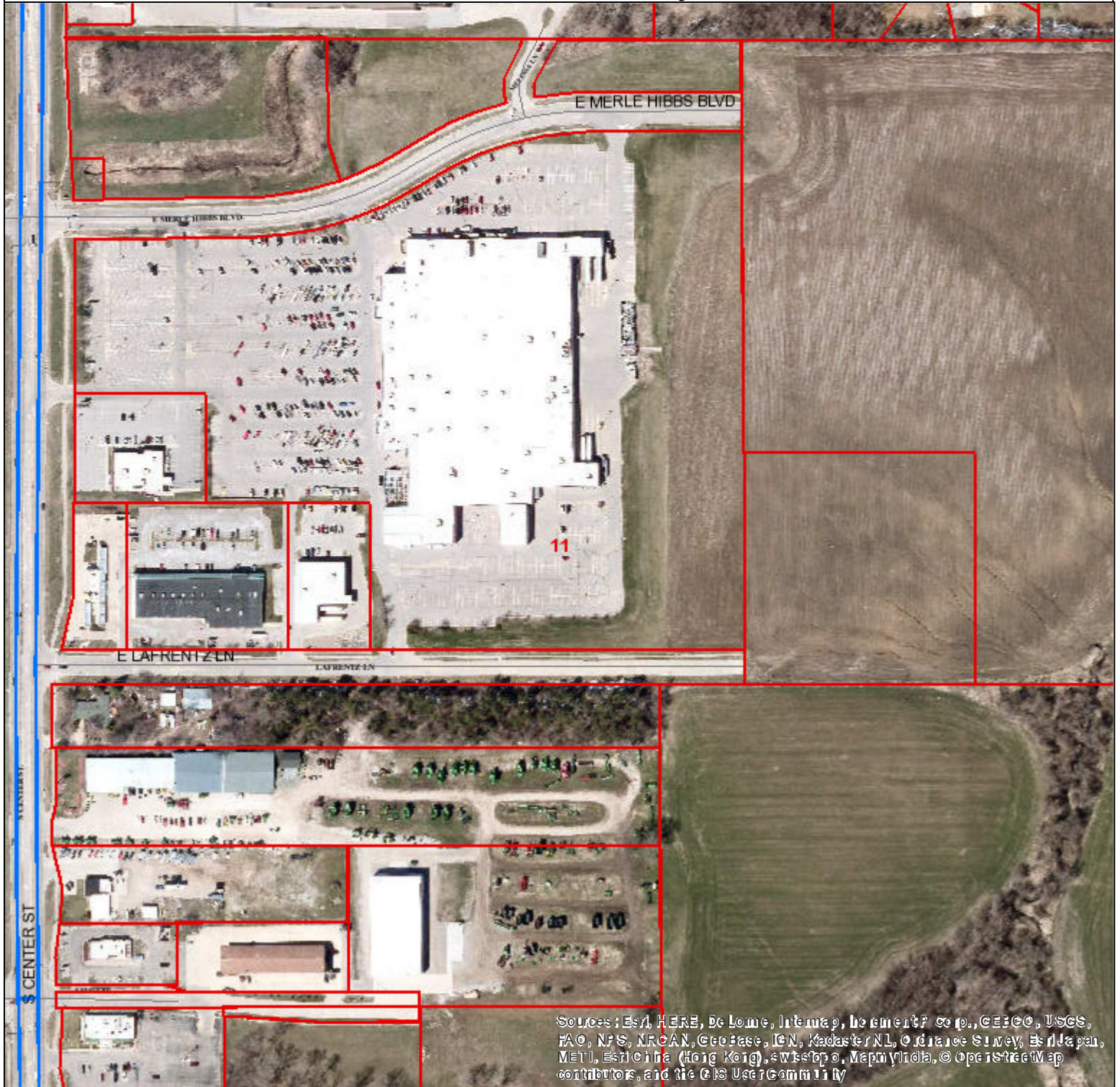
ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

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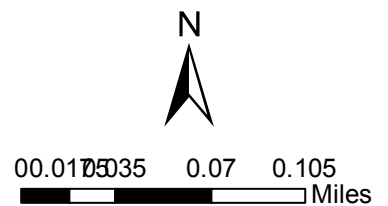


Marshall County



Legend

Parcels	ROADS_GEOCODED	geog_twp_poly
CountyRoadMarkers	<all other values>	section_poly
RoadMarker_St_Fed	County Paved	town_poly
<all other values>	Primary Paved	Red: Band_1
Federal	Primary Paved Ramp	Green: Band_2
State	State Paved	Blue: Band_3



These tax maps were compiled for assessment and tax information from official county records. All information shown is for the foregoing purpose and does not represent a survey of the land. Mapping by aerial methods.



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

FINANCE DEPARTMENT

December 6, 2016

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

From: Finance Department

Re: August 2016 Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the August 2016 monthly financial statements.

Background: The Finance department has prepared and reconciled the August 2016 financial statements for your review. The City receipted \$7,685,751 during the month and spent \$2,732,376. Included in receipts were the 2016A Bond proceeds for the storm water and street projects.

The Finance department continues to work with the new finance software to prepare additional monthly financial statements and will bring them to Council in the coming weeks for approval.

Budget Impact: N/A

Attachment: August 2016 FS

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of August 31, 20161
12/06/16
08:44:49

FUND NUMBER & NAME	DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
		CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE	FIXED ASSETS	
101 - GENERAL		<725,354.01>	316,426.00	.00	1,750,070.96
150 - CAPITAL RESERVE FUND		<16,757.13>	.00	.00	175,147.86
151 - CASH FLOW RESERVE FUND		1,840,550.91	.00	.00	<2,006.28>
152 - COLISEUM ACTIVITY		12,568.36	.00	.00	<686.55>
153 - BLDG MAINT FUND		461,285.35	.00	.00	<296.61>
201 - GRANTS FRM STATE AGENCY		3,756.73	.00	.00	<2.39>
204 - HERSHEY RECREATION		6,731.50	.00	.00	280.21
205 - EMERGENCY FUND		1,926.76	.00	.00	<1,926.76>
206 - ROAD USE TAX		3,865,711.87	.00	.00	<518,480.52>
218 - COPS FAST GRANT		<6,426.23>	3,218.80	.00	795.51
219 - DEPT OF JUSTICE GRANTS		<1,354.63>	2,444.87	.00	1,009.95
220 - POLICE UNDESIGND GRANTS		<16,120.54>	16,893.76	.00	18,662.82
221 - EMPLOYEE BENEFIT FUND		1,931,535.52	.00	.00	<2,470.88>
223 - POLICE/FIRE RETIREMENT		463,086.47	.00	.00	<10,696.05>
230 - POLICE DONATION FUND		42,752.47	.00	.00	<2,767.74>
233 - SOFTBALL ASSOCIATION		35,421.26	.00	.00	<960.39>
235 - FIRE DEPT DONATION FUND		2,557.98	.00	.00	275.68
236 - M'TOWN TENNIS ASSOC		1,657.13	.00	.00	<1.01>
238 - CITY TORT LIABILITY		133,070.89	177.80	.00	641.88
240 - FIRE DEPT GRANTS		141,052.85	.00	.00	<141,052.85>
242 - LIBRARY DONATION FUND		53,088.62	.00	.00	7,340.45
246 - SEIZED ASSETS FUND		25,429.72	.00	.00	<48.69>
247 - P & R DONATION FUND		65,157.82	.00	.00	<60,419.72>
248 - ECONOMIC DEVELOPMENT		49,145.75	.00	.00	<49,114.14>
249 - SUBDIVIDER ESCROW		10,253.05	.00	.00	<31.61>
250 - TAX INCREMNT FINANCING		722,214.13	.00	.00	<6.61>
271 - HOUSING GRANTS		35,742.00	.00	.00	38,003.72
276 - LEAD GRANT #4		9,267.11	1,043.95	.00	437.04
277 - HUD EDI GRANTS		<10,955.20>	.00	.00	<12,250.00>
278 - LOW RENT VOUCHER PROGRAM		84,930.51	97,278.80	.00	360.00
281 - CBDO NSP HSG		<100,833.70>	.00	.00	<9,685.99>
282 - HUD LEAD MATCH		40,262.42	.00	.00	1,301.52
283 - LEAD GRANT #5		<70,434.90>	27,148.20	.00	.00
290 - E911 SURCHARGE		418,298.64	.00	.00	15,659.25
291 - LOCAL OPTION SALES TAX		4,094,025.81	.00	.00	<120,534.60>
311 - GO BONDS DEBT FUND		107,674.57	.00	.00	<920,588.68>
401 - BIKE PATH - PHASE II		102,031.80	.00	.00	<25,339.30>
416 - FEDERAL STREET GRANTS		<33,521.81>	.00	.00	<35,090.36>
417 - RISE STREET GRANTS		<172,385.37>	.00	.00	2,103.65
450 - CIP COLLECTION FUND		694,515.73	.00	.00	.00
460 - AIRPORT PROJECT		<90,650.75>	.00	.00	<4,884.67>
462 - SPEC ASSMNT PROJECTS		<58,078.95>	47,310.50	.00	9,770.31
471 - POLICE AND FIRE BUILD		<22,228.16>	.00	.00	<2,191.00>
473 - 2014 GO BONDS		942,522.18	.00	.00	7,280.64
477 - TREES FOREVER PROJECT		2,426.10	.00	.00	<372.44>
478 - 2015 GO BONDS		1,585,275.49	.00	.00	<1.60>
				<1,994,239.70>	408,964.21

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of August 31, 20162
12/06/16
08:44:49

DESCRIPTION	--ASSETS--		LIABILITIES & NET ASSETS	NET (INCOME) / EXPENSE
	CASH AND INVESTMENTS	ACCOUNTS RECEIVABLE		
479 - 2016 GO BONDS	2,074,674.81	.00	.00	<2,074,674.81>
490 - GO BOND CAPITAL PRJS	6,804.00	3,690.00	<10,494.00>	.00
491 - TIF DISTRICT II CAP PRJ	<1,098,905.92>	.00	773,177.90	325,728.02
492 - TIF DISTRICT 3 CAP PRJS	7,818.62	.00	<7,813.61>	<5.01>
494 - PUBLIC WORKS FACILITY	1,260.61	.00	<1,259.74>	<.87>
510 - STORM SEWER	1,159,761.77	41,004.00	<13,184,861.36>	<97,865.64>
511 - STORM SEWER BONDS	3,022,925.93	.00	.00	<3,022,925.93>
520 - WPCP OPERATING FUND	200.00	.00	<38,489,747.80>	2,483.14
521 - WPCP REVENUE FUND	8,050,440.36	347,860.02	<7,563,564.21>	<834,736.17>
522 - WPCP SEW REV FUND	5,182,823.02	.00	<5,183,134.08>	311.06
526 - WPCP CAP IMPR RESERVE	1,002,666.68	.00	<1,002,021.95>	<644.73>
528 - SANITARY SEWER REHAB	<367,938.57>	.00	<7,941.30>	375,879.87
529 - SEWER NEW CONSTRUCTION	40,523.61	.00	<30,923.61>	<9,600.00>
530 - COMPOSTING	175,258.49	1,600.24	<246,891.30>	<2,189.34>
540 - P&R CONCESSIONS	15,753.70	.00	<16,764.40>	1,010.70
550 - TRANSIT OPERATING	142,037.74	.00	<1,586,158.53>	46,392.80
681 - OCCUP INSUR ESCROW	102,029.44	.00	<113,918.57>	11,889.13
684 - GRP HEALTH INS ESCROW	2,602,574.77	28,719.25	<2,586,373.57>	<44,920.45>
686 - W.C. DEDUCTIBLE	37,556.74	.00	<37,584.54>	27.80
801 - POLICE PENSION	<2,297.34>	.00	.00	2,297.34
844 - SALES TAX	770.90	.00	<770.90>	.00
870 - SURETY BONDS/DEPOSITS	1,279.52	.00	<1,279.52>	.00
871 - IA STATE SLEUTH	14,923.25	.00	<14,923.25>	.00
991 - CAPITAL ASSET FUND	.00	.00	<44,509,773.96>	.00
999 - PAYROLL LIABILITY ACCTS	137,004.64	.00	<137,004.64>	.00
GRAND TOTAL	38,970,772.89	934,816.19	<131,753,789.72>	<4,700,549.11>

** Includes bond proceeds*

83410 CITY OF MARSHALLTOWN 1
 COUNCIL INVESTMENT BALANCES 12/06/16
 INV_LOCFND By Location & Fund 08:45:03

Enter Information to Graph for Council
 As of August 31, 2016

DESCRIPTION	INVESTMNTS
0212.000 FRMS SAVINGS BANK SVGS	
00999 CITY-MARSHALLTWN POOLED CASH	
	.27 2,000,961.87
0212.000 FRMS SAVINGS BANK SVGS	2,000,961.87
0213.000 CENTRAL STATE BNK MONEY MARKET	
	.40 4,005,526.20
0213.000 CENTRAL STATE BNK MONEY MARKET	4,005,526.20
0216.000 GREAT WESTERN BANK MM	
00478 2015 GO BONDS	
00031134 2015B GO BONDS - STREET, DIP/DANG BUIL	2,095,089.34
00479 2016 GO BONDS	
00031135 2016A GO BONDS - STREET, STORM WATER	87,631.29
00511 2016 GO BOND STORM WATER	
00031135 2016A GO BONDS - STREET, STORM WATER	2,041,803.56
00522 (D) WPCP REVENUE BOND FUND	
00059007 2015 SEWER REVENUE BONDS	1,999,809.30
00999 CITY-MARSHALLTWN POOLED CASH	
	4,559,094.21
00059007 2015 SEWER REVENUE BONDS	1,003,307.87
0216.000 GREAT WESTERN BANK MM	.25 11,786,735.57
0229.000 GREAT WESTERN CD(0-90 DAYS)	
00511 2016 GO BOND STORM WATER	
00031135 2016A GO BONDS - STREET, STORM WATER	.25 1,000,000.00
0229.000 GREAT WESTERN CD(0-90 DAYS)	1,000,000.00
0247.000 FARMERS BK CD (91-365 DY)	
00479 2016 GO BONDS	
00031135 2016A GO BONDS - STREET, STORM WATER	.71 1,000,000.00
0247.000 FARMERS BK CD (91-365 DY)	1,000,000.00
0248.000 HOME FEDERAL CD (91-365DY)	
00522 (D) WPCP REVENUE BOND FUND	
00059007 2015 SEWER REVENUE BONDS	.45/.52 2,001,869.96
0248.000 HOME FEDERAL CD (91-365DY)	2,001,869.96
0249.000 UNITED BANK&TRST CD (91-365DY)	
00479 2016 GO BONDS	
00031135 2016A GO BONDS - STREET, STORM WATER	.55 1,000,000.00
0249.000 UNITED BANK&TRST CD (91-365DY)	1,000,000.00

83410
COUNCIL
INV_LOCFND

CITY OF MARSHALLTOWN
INVESTMENT BALANCES
By Location & Fund

2
12/06/16
08:45:03

Enter Information to Graph for Council
As of August 31, 2016

DESCRIPTION	INVESTMNTS
0261.000 USBANK CD (> 1 YR) 00999 CITY-MARSHALLTWN POOLED CASH	<u>.75</u> 1,000,000.00
0261.000 USBANK CD (> 1 YR)	1,000,000.00
0265.000 IPAIT CD (> 1 YR) 00521 WPCP REVENUE	<u>.43</u> 1,000,000.00
00684 GROUP HEALTH INSURANCE ESCROW	<u>.84</u> 1,000,000.00
0265.000 IPAIT CD (> 1 YR)	2,000,000.00
0266.000 CENTRAL STATE BANK CD (> 1 YR) 00291 LOCAL OPTION SALES TAX 89099012 LOST - Storm Sewer/Street Improvements	<u>.45</u> 1,002,268.49
0266.000 CENTRAL STATE BANK CD (> 1 YR)	1,002,268.49
0267.000 FARMERS CD (> 1 YR) 00151 CASH FLOW RESERVE FUND	<u>.89</u> 1,005,401.90
00999 CITY-MARSHALLTWN POOLED CASH	<u>.52</u> 1,002,139.00
0267.000 FRMRS SVGS BANK CD (GRT 1YR)	2,007,540.90
0268.000 PINNACLE CD (> 1 YR) 00684 GROUP HEALTH INSURANCE ESCROW	<u>.58</u> 1,000,000.00
0268.000 PINNACLE CD (> 1 YR)	1,000,000.00
0269.000 UB&T CD (> 1 YR) 00521 WPCP REVENUE	<u>.41</u> 1,000,000.00
0269.000 UB&T CD (> 1 YR)	1,000,000.00
	30,804,902.99

83500
COUNCIL
CNCL REVEX

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Two Months Ending August 31, 2016

1
12/06/16
08:45:02

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% REMAINING
REVENUES					
4010 PROPERTY TAXES	.00	11,100,009	92,808.48	11,007,200.52	99.16 %
4090 TIF TAXES	.00	502,248	10,362.33	491,885.67	97.94 %
4100 OTHER CITY TAXES	647,016.49	4,937,768	1,280,538.89	3,657,229.11	74.07 %
4200 LICENSES & PERMITS	14,701.75	265,125	27,629.66	237,495.34	89.58 %
4600 USE OF MONEY & PROPERTY	12,826.08	148,210	26,383.27	121,826.73	82.20 %
4300 INTERGOVERNMENTAL REVENUE	702,037.49	10,100,702	1,401,067.07	8,699,634.93	86.13 %
4400 CHARGES FOR SERVICES	872,835.42	8,681,743	1,624,121.54	7,057,621.46	81.29 %
4500 FINES & FORFEITURES	8,847.63	126,500	21,135.04	105,364.96	83.29 %
4700 SPECIAL ASSESSMENTS	.00	22,206	1,253.00	20,953.00	94.36 %
4800 MISCELLANEOUS REVENUES	44,991.19	198,100	76,156.13	121,943.87	61.56 %
4900 OTHER FINANCING SOURCES	5,170,224.40	2,900,000	5,270,224.40	<2,370,224.40>	81.73 %

**TOTAL REVENUES	7,473,480.45	38,982,611	9,831,679.81	29,150,931.19	74.78 %
EXPENDITURES					
PUBLIC SAFETY					
5005 SALARIES	423,363.51	5,512,102	843,099.56	4,669,002.44	15.30 %
5100 BENEFITS	184,241.54	2,524,848	369,395.45	2,155,452.55	14.63 %
5205 OPERATING	76,019.05	858,993	205,009.51	653,983.49	23.87 %
5700 CAPITAL OUTLAY	10,446.95	417,456	66,863.22	350,592.78	16.02 %

**TOTAL PUBLIC SAFETY	694,071.05	9,313,399	1,484,367.74	7,829,031.26	15.94 %
PUBLIC WORKS					
5005 SALARIES	82,185.18	1,117,196	165,165.24	952,030.76	14.78 %
5100 BENEFITS	36,709.91	507,876	74,818.60	433,057.40	14.73 %
5205 OPERATING	288,613.32	2,650,251	539,137.37	2,111,113.63	20.34 %
5700 CAPITAL OUTLAY	403.48	640,270	987.19	639,282.81	.15 %
5800 DEBT SERVICE	101.75	0	101.75	<101.75>	.00 %

**TOTAL PUBLIC WORKS	408,013.64	4,915,593	780,210.15	4,135,382.85	15.87 %
HEALTH AND SOCIAL SERVICES					
5005 SALARIES	37,138.78	503,821	74,212.03	429,608.97	14.73 %
5100 BENEFITS	11,590.42	152,754	23,633.95	129,120.05	15.47 %
5205 OPERATING	61,496.01	994,974	131,919.17	863,054.83	13.26 %
5700 CAPITAL OUTLAY	.00	150	.00	150.00	.00 %

**TOTAL HEALTH & SOCIAL SERVS	110,225.21	1,651,699	229,765.15	1,421,933.85	13.91 %

o/o
Used

CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Two Months Ending August 31, 2016

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED

CULTURE AND RECREATION					
5005 SALARIES	103,095.65	1,255,619	206,382.28	1,049,236.72	16.44 %
5100 BENEFITS	32,904.07	401,532	64,582.91	336,949.09	16.08 %
5205 OPERATING	91,897.63	1,168,932	197,159.28	971,772.72	16.87 %
5700 CAPITAL OUTLAY	31,822.70	494,328	43,394.54	450,933.46	8.78 %
5865 OTHER EXPENDITURES	.00	0	59.90	<59.90>	.00 %

**TOTAL CULTURE & RECREATION	259,720.05	3,320,411	511,578.91	2,808,832.09	15.41 %

COMMUNITY & ECONOMIC DEVELMNT					
5005 SALARIES	13,616.31	180,266	27,968.27	152,297.73	15.52 %
5100 BENEFITS	4,083.86	58,448	8,374.48	50,073.52	14.33 %
5205 OPERATING	108,544.26	1,495,036	267,321.29	1,227,714.71	17.88 %
5700 CAPITAL OUTLAY	.00	2,000	.00	2,000.00	.00 %

**TOTAL COMM & ECONOMIC DV	126,244.43	1,735,750	303,664.04	1,432,085.96	17.49 %

GENERAL GOVERNMENT					
5005 SALARIES	45,549.90	767,484	90,599.82	676,884.18	11.80 %
5100 BENEFITS	14,660.33	197,568	29,864.07	167,703.93	15.12 %
5205 OPERATING	23,830.38	504,773	61,370.59	443,402.41	12.16 %
5700 CAPITAL OUTLAY	35,285.61	367,800	90,730.78	277,069.22	24.67 %
5865 OTHER EXPENDITURES	.00	0	142.00	<142.00>	.00 %

**TOTAL GENERAL GOVERNMENT	119,326.22	1,837,625	272,707.26	1,564,917.74	14.84 %

ENTERPRISES					
5005 SALARIES	128,194.02	1,731,460	258,812.30	1,472,647.70	14.95 %
5100 BENEFITS	47,302.26	616,705	95,621.47	521,083.53	15.51 %
5205 OPERATING	522,245.30	4,729,514	621,190.96	4,108,323.04	13.13 %
5700 CAPITAL OUTLAY	.00	3,184,000	11,795.29	3,172,204.71	.37 %
5800 DEBT SERVICE PAYMENTS	17,563.39	2,321,690	26,270.96	2,295,419.04	1.13 %
5865 OTHER EXPENDITURES	467.55	4,000	627.41	3,372.59	15.69 %

**TOTAL ENTERPRISES	715,772.52	12,587,369	1,014,318.39	11,573,050.61	8.06 %

5000 **DEBT SERVICE	.00	3,091,413	.00	3,091,413.00	.00 %

5000 **CAPITAL PROJECTS	145,202.28	2,325,376	565,225.24	1,760,150.76	24.31 %

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CITY OF MARSHALLTOWN
BUDGET REPORT BY CATEGORY
EXCLUDES NON-BUDGETED FUNDS 681-686,
801-878 and 999
For the Two Months Ending August 31, 2016

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12/06/16
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DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
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***TOTAL EXPENDITURES	2,578,575.40	40,778,635	5,161,836.88	35,616,798.12	12.66 %
-----	-----	-----	-----	-----	-----
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	4,894,905.05	<1,796,024>	4,669,842.93	<6,465,866.93>	260.01 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Two Months Ending August 31, 2016

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
2016							
100 PUBLIC SAFETY							
110 Police Administratio	643,254	88,139	61,788	0	793,181	5,151,979	15.40 %
113 Police Dispatch	143,603	44,113	4,725	0	192,441	1,167,646	16.48 %
140 Fire Protection	406,346	11,222	350	0	417,918	2,724,572	15.34 %
141 Fire Training Divisi	19,292	446	0	0	19,738	134,728	14.65 %
142 Fire Prevention Bure	0	187	0	0	187	4,500	4.16 %
170 Civil Defense	0	7,489	0	0	7,489	29,580	25.32 %
180 Flood Control	0	40,914	0	0	40,914	50,394	81.19 %
240 Animal Control	0	12,500	0	0	12,500	50,000	25.00 %
100 PUBLIC SAFETY	1,212,495	205,010	66,863	0	1,484,368	9,313,399	15.94 %
200 PUBLIC WORKS							
120 Traffic Safety	24,556	34,809	0	0	59,365	254,168	23.36 %
160 Street Lighting	3,946	2,589	0	0	6,535	231,201	2.83 %
540 Solid Waste	0	520	0	0	520	114,063	.46 %
710 Street Maintenance	143,675	478,340	77	102	622,194	2,530,435	24.59 %
711 Street Cleaning	0	1,937	0	0	1,937	7,500	25.83 %
712 Snow Removal	0	0	0	0	0	250,524	.00 %
740 Sidewalks	0	0	0	0	0	55,000	.00 %
750 Street Construction	0	0	0	0	0	791,000	.00 %
760 Engineering	62,319	11,460	911	0	74,690	560,904	13.32 %
770 Airport	0	9,205	0	0	9,205	81,336	11.32 %
790 Parking System	5,488	277	0	0	5,765	39,462	14.61 %
200 PUBLIC WORKS	239,984	539,137	988	102	780,211	4,915,593	15.87 %
300 HEALTH AND SOCIAL SER							
210 Community Health	42,436	119,193	0	0	161,629	1,181,278	13.68 %
480 Senior Citizens Prog	0	7,290	0	0	7,290	58,116	12.54 %
550 Electrical Inspectio	11,954	0	0	0	11,954	76,608	15.60 %
560 Building Inspection	27,735	601	0	0	28,336	185,889	15.24 %
561 Rental Inspection	15,721	699	0	0	16,420	106,208	15.46 %
581 Nuisance Cleanup	0	4,136	0	0	4,136	43,600	9.49 %
300 HEALTH AND SOCIAL SER	97,846	131,919	0	0	229,765	1,651,699	13.91 %
400 CULTURE AND RECREATIO							
310 Library	118,439	29,683	42,270	60	190,452	1,318,222	14.45 %
330 City Band	0	267	0	0	267	9,672	2.76 %
340 Fisher Community Cen	0	19,190	0	0	19,190	76,760	25.00 %
410 Parks	80,262	45,496	1,124	0	126,882	990,025	12.82 %
420 Recreation	6,989	14,610	0	0	21,599	93,645	23.06 %
421 Playgrounds/School	44,698	10,971	0	0	55,669	178,628	31.16 %
440 Swimming Pools	9,835	73,380	0	0	83,215	212,441	39.17 %
451 Coliseum	1,447	1,050	0	0	2,497	44,338	5.63 %
460 Convention & Tourism	0	0	0	0	0	345,050	.00 %
545 Cable TV	9,295	2,513	0	0	11,808	51,630	22.87 %

CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Two Months Ending August 31, 2016

DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
400 CULTURE AND RECREATIO							
400 CULTURE AND RECREATIO	270,965	197,160	43,394	60	511,579	3,320,411	15.41 %
580 Community Beautifica	737	1,529	0	0	2,266	20,326	11.15 %
581 Nuisance Cleanup	0	3,000	0	0	3,000	250,000	1.20 %
660 Economic Development	0	50,360	0	0	50,360	89,000	56.58 %
690 Housing	26,583	211,490	0	0	238,073	1,303,009	18.27 %
715 Tree Removal/Maint	685	0	0	0	685	0	.00 %
870 Planning & Zoning	8,338	943	0	0	9,281	73,415	12.64 %
500 COMMUNITY AND ECONOMI	36,343	267,322	0	0	303,665	1,735,750	17.49 %
600 GENERAL GOVERNMENT							
810 City Council	3,559	0	0	0	3,559	25,451	13.98 %
820 Technical Services	14,410	222	0	0	14,632	101,022	14.48 %
830 Mayor	1,274	128	0	0	1,402	13,875	10.10 %
831 City Administrator	18,380	4,360	0	0	22,740	127,972	17.77 %
840 City Clerk	16,215	12,379	0	0	28,594	138,702	20.62 %
850 Finance	64,421	8,314	90,731	0	163,466	801,086	20.41 %
860 Legal	0	12,328	0	0	12,328	116,000	10.63 %
880 City Hall	2,205	9,892	0	0	12,097	98,601	12.27 %
881 Carnegie Building	0	0	0	0	0	15,000	.00 %
889 Elections	0	0	0	0	0	8,900	.00 %
890 General Government	0	979	0	142	1,121	169,321	.66 %
891 Data Processing	0	12,768	0	0	12,768	221,695	5.76 %
600 GENERAL GOVERNMENT	120,464	61,370	90,731	142	272,707	1,837,625	14.84 %
700 BUSINESS TYPE							
180 Flood Control	0	0	0	0	0	2,205,000	.00 %
430 Pool Concessions	9,108	9,132	0	0	18,240	41,677	43.77 %
520 Sewage Treatment	179,604	172,242	11,795	26,750	390,391	6,416,631	6.08 %
531 Storm Sewer - WPCP	38,136	29,537	0	148	67,821	725,266	9.35 %
532 Dike Maintenance	2,368	3,356	0	0	5,724	24,952	22.94 %
540 Solid Waste	10,989	528	0	0	11,517	80,089	14.38 %
590 Sanitary Sewers	50,130	384,704	0	0	434,834	2,386,940	18.22 %
780 Bus	64,099	21,692	0	0	85,791	706,814	12.14 %
700 BUSINESS TYPE	354,434	621,191	11,795	26,898	1,014,318	12,587,369	8.06 %
800 DEBT SERVICE							
990 Intragovernmental Se	0	0	0	0	0	3,091,413	.00 %
800 DEBT SERVICE	0	0	0	0	0	3,091,413	.00 %
900 CAPITAL PROJECTS							

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CITY OF MARSHALLTOWN
BUDGET REPORT BY PROGRAM/DEPARTMENT
EXCLUDES NON-BUDGETED FUNDS 681-686, 801
844, 999
For the Two Months Ending August 31, 2016

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	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
110	Police Administratio	0	7,281	0	0	7,281	0	.00 %
410	Parks	0	17,222	0	0	17,222	377,176	4.57 %
530	Storm Sewer - Engine	0	195,739	0	0	195,739	550,000	35.59 %
580	Community Beautifica	0	0	0	0	0	3,000	.00 %
710	Street Maintenance	0	234	0	0	234	0	.00 %
740	Sidewalks	0	0	0	0	0	50,000	.00 %
750	Street Construction	0	327,832	0	0	327,832	1,287,000	25.47 %
770	Airport	0	16,918	0	0	16,918	58,200	29.07 %
900	CAPITAL PROJECTS	0	565,226	0	0	565,226	2,325,376	24.31 %
2016		2,332,531	2,588,335	213,771	27,202	5,161,839	40,778,635	12.66 %

For the Period Ending August 31, 2016

DESCRIPTION	REVENUE	EXPENSES
101 - GENERAL	145,757	1,131,771
150 - CAPITAL RESERVE FUND	0	50,612
151 - CASH FLOW RESERVE FUND	1,014	0
152 - COLISEUM ACTIVITY	2,384	961
153 - BLDG MAINT FUND	154	0
201 - GRANTS FRM STATE AGENCY	1	0
204 - HERSHEY RECREATION	2	244
205 - EMERGENCY FUND	3	0
206 - ROAD USE TAX	376,793	55,160
218 - COPS FAST GRANT	5,631	2,793
219 - DEPT OF JUSTICE GRANTS	0	9,652
220 - POLICE UNDESGNTD GRANTS	1,255	10,485
221 - EMPLOYEE BENEFIT FUND	4	0
223 - POLICE/FIRE RETIREMENT	173	0
230 - POLICE DONATION FUND	2,276	31
233 - SOFTBALL ASSOCIATION	3,631	6,671
235 - FIRE DEPT DONATION FUND	1	277
236 - M'TOWN TENNIS ASSOC	1	0
238 - CITY TORT LIABILITY	44	1,251
240 - FIRE DEPT GRANTS	141,053	0
242 - LIBRARY DONATION FUND	26	2,358
246 - SEIZED ASSETS FUND	26	0
247 - P & R DONATION FUND	3,717	3,089
248 - ECONOMIC DEVELOPMENT	16	0
249 - SUBDIVIDER ESCROW	3	0
250 - TAX INCREMNT FINANCING	241	0
271 - HOUSING GRANTS	12	0
276 - LEAD GRANT #4	0	12,250
277 - HUD EDI GRANTS	0	160
278 - LOW RENT VOUCHER PROGRM	123,224	119,564
281 - CDBG NSP HSNG	0	626
282 - HUD LEAD MATCH	0	0
283 - LEAD GRANT #5	150,075	87,651
290 - E911 SURCHARGE	69,483	17,142
291 - LOCAL OPTION SALES TAX	578,735	93,206
311 - GO BONDS DEBT FUND	82	0
401 - BIKE PATH - PHASE II	34	14
416 - FEDERAL STREET GRANTS	0	2,104
417 - RISE STREET GRANTS	0	0
450 - CIP COLLECTION FUND	241	0
460 - AIRPORT PROJECT	3,387	2,858
462 - SPEC ASSMNT PROJECTS	0	0
471 - POLICE AND FIRE BUILD	0	7,281
473 - 2014 GO BONDS	315	0
477 - TREES FOREVER PROJECT	1	0
478 - 2015 GO BONDS	2,047,217	216,403
479 - 2016 GO BONDS	0	12,949
484 - 2013 BOND PROJECTS	0	0
489 - CAPITAL STREET PROJECTS	0	0
490 - GO BOND CAPITAL PRJS	0	0
491 - TIF DISTRICT II CAP PRJ	0	39,740

For the Period Ending August 31, 2016

DESCRIPTION	REVENUE	EXPENSES
492 - TIF DISTRICT 3 CAP PRJS	3	0
494 - PUBLIC WORKS FACILITY	0	0
510 - STORM SEWER	68,240	26,563
511 - STORM SEWER BONDS	2,982,504	18,866
520 - WPCP OPERATING FUND	0	231,901
521 - WPCP REVENUE FUND	727,292	0
522 - WPCP SEW REV FUND	816	1,200
526 - WPCP CAP IMPR RESERVE	335	0
527 - WPCP PLANT IMPR	0	0
528 - SANITARY SEWER REHAB	0	375,737
529 - SEWER NEW CONSTRUCTION	3,200	0
530 - COMPOSTING	6,971	6,271
540 - P&R CONCESSIONS	5,285	6,942
550 - TRANSIT OPERATING	21,824	48,292
681 - OCCUP INSUR ESCROW	34	6,282
684 - GRP HEALTH INS ESCROW	212,225	146,701
686 - W.C. DEDUCTIBLE	13	52
801 - POLICE PENSION	0	766
844 - SALES TAX	0	0
870 - SURETY BONDS/DEPOSITS	0	0
871 - IA STATE SLEUTH	0	0
991 - CAPITAL ASSET FUND	0	0
999 - PAYROLL LIABILITY ACCTS	0	0
GRAND TOTAL	7,685,754.00	2,732,376.00

COUNCIL DATE: December 12, 2016

CHECKS

\$1,154,334.42 CHECKS, ACH's & DRAFTS

PAYROLL#24

\$565,645.14 PERIODS ENDING 11/26/16

\$1,719,979.56 TOTAL FOR COUNCIL

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	ABC RENTALS	Assistance	375.00
184.5030.5242.000	ABC RENTALS	Assistance	240.00
001.4040.5601.000	ADLAND ENGRAVING CO INC	VB Plaque & Staff Shirts	13.50
001.4041.5600.000	ADLAND ENGRAVING CO INC	VB Plaque & Staff Shirts	15.96
153.1010.5600.000	ADLAND ENGRAVING CO INC	Plaque - Kamatchus	48.75
001.6021.5230.000	ADP COMMERCIAL LEASING LLC	Implementation	97.22
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Mowing	1,360.00
740.8067.5386.000	AG LIME TRUCKING & MOWING INC	Mowing	1,190.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	235.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	294.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	429.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	246.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	455.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	305.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	259.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	164.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	162.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	455.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	283.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	399.00
184.5030.5242.000	ALL AMERICAN PROPERTIES	Assistance	575.00
001.1010.5450.000	ALLIANCEVAUREON	Crime Stoppers	31.23
001.1010.5450.000	ALLIANCEVAUREON	Police Dept	439.48
001.1050.5450.000	ALLIANCEVAUREON	Fire Station	125.78
001.1070.5450.000	ALLIANCEVAUREON	Building Dept	32.57
001.1071.5450.000	ALLIANCEVAUREON	Housing Inspections	32.57
001.1075.5450.000	ALLIANCEVAUREON	Nuisance	31.07
001.2080.5450.000	ALLIANCEVAUREON	Airport	32.57
001.3900.5450.000	ALLIANCEVAUREON	Senior Citizen Center	29.57
001.4010.5450.000	ALLIANCEVAUREON	Library	125.78
001.4040.5450.000	ALLIANCEVAUREON	Park & Rec	181.92
001.4045.5450.000	ALLIANCEVAUREON	Aquatic Center	59.14
001.5040.5450.000	ALLIANCEVAUREON	Planning and Zoning	31.07
001.6010.5450.000	ALLIANCEVAUREON	Mayor	32.57
001.6012.5450.000	ALLIANCEVAUREON	City Administrator	32.57
001.6020.5450.000	ALLIANCEVAUREON	City Clerk	63.64
001.6021.5450.000	ALLIANCEVAUREON	Finance Dept	63.64
001.6025.5450.000	ALLIANCEVAUREON	Personnel	31.07
001.6070.5450.000	ALLIANCEVAUREON	Finance Fax	29.57
001.6900.5450.000	ALLIANCEVAUREON	City Hall	156.83
050.4065.5450.000	ALLIANCEVAUREON	Coliseum	31.07
110.2010.5450.000	ALLIANCEVAUREON	Street Department	93.21
110.2040.5450.000	ALLIANCEVAUREON	Traffic/ Utility	31.07
110.2060.5450.000	ALLIANCEVAUREON	Engineering	32.57

142.4030.5450.000	ALLIANCEAUREON	Ball Park	29.57
184.5030.5450.000	ALLIANCEAUREON	Rent Assistance	94.71
188.3040.5450.000	ALLIANCEAUREON	Lead Grant	31.07
188.3040.5450.000	ALLIANCEAUREON	Safe House	32.57
188.3040.5450.000	ALLIANCEAUREON	Safe House 112 W Linn St	32.57
190.1013.5450.000	ALLIANCEAUREON	Joint Communications	221.99
610.8015.5450.000	ALLIANCEAUREON	Water Pollution Control Plant	102.21
690.8050.5450.000	ALLIANCEAUREON	Transit	60.64
740.8065.5450.000	ALLIANCEAUREON	Storm & Sewer	20.44
740.8065.5450.000	ALLIANCEAUREON	Storm & Sewer	13.63
001.1010.5481.000	ALLIANT UTILITIES IES	22 N Center St Police Dept	1,530.31
001.1010.5482.000	ALLIANT UTILITIES IES	22 N Center St Police Dept	245.22
001.1030.5481.000	ALLIANT UTILITIES IES	Defense Sirens	89.00
001.1030.5481.000	ALLIANT UTILITIES IES	Police Emg Sirens	23.02
001.4030.5481.000	ALLIANT UTILITIES IES	311 E Anson St Park	19.80
001.4030.5481.000	ALLIANT UTILITIES IES	500 Plaza Hts Rd	67.49
001.4030.5481.000	ALLIANT UTILITIES IES	E Anson St Park	14.04
001.4030.5481.000	ALLIANT UTILITIES IES	Farmers Market	19.23
001.4030.5481.000	ALLIANT UTILITIES IES	Highland Acres Rd Park	19.81
001.4030.5481.000	ALLIANT UTILITIES IES	S 3rd Ave Kiwanis Park	18.73
001.4030.5481.000	ALLIANT UTILITIES IES	S 3rd Ave MHS Tennis	18.73
001.4030.5481.000	ALLIANT UTILITIES IES	Skate Park	13.03
001.4045.5481.000	ALLIANT UTILITIES IES	212 Washington St Swimming Pool	215.24
001.4045.5482.000	ALLIANT UTILITIES IES	212 Washington St Swimming Pool	15.62
001.6050.5481.000	ALLIANT UTILITIES IES	24 N Center Municipal Bldg	127.70
001.6050.5482.000	ALLIANT UTILITIES IES	22 N Center St Police Dept	245.21
110.2030.5481.000	ALLIANT UTILITIES IES	1707 Laurel Viaduct	29.25
110.2030.5481.000	ALLIANT UTILITIES IES	207 W Main St	50.41
110.2030.5481.000	ALLIANT UTILITIES IES	220 E Main St alley	36.56
110.2030.5481.000	ALLIANT UTILITIES IES	25 N 13th St	59.86
110.2030.5481.000	ALLIANT UTILITIES IES	E Nevada St S 18th Ave	22.92
110.2030.5481.000	ALLIANT UTILITIES IES	Lincoln Way City Sign	28.78
110.2030.5481.000	ALLIANT UTILITIES IES	Marshalltown City Lights	15,659.60
110.2030.5481.000	ALLIANT UTILITIES IES	N 13th St Lights	113.00
110.2040.5481.000	ALLIANT UTILITIES IES	E Anson St Cnr 3rd Ave	31.05
110.2040.5481.000	ALLIANT UTILITIES IES	S 1st Ave & E Anson	48.34
110.2040.5481.000	ALLIANT UTILITIES IES	S 6th St	62.53
110.2040.5481.000	ALLIANT UTILITIES IES	S 6th St cnr Olive	25.85
110.2040.5481.000	ALLIANT UTILITIES IES	S Center St & Anson	34.64
110.2040.5481.000	ALLIANT UTILITIES IES	S Center St & Linn St	25.31
110.2040.5481.000	ALLIANT UTILITIES IES	S Center St & South St	29.59
110.2040.5481.000	ALLIANT UTILITIES IES	W Meadow Lane cnr Center St	26.37
110.2040.5481.000	ALLIANT UTILITIES IES	Westwood Dr cnr Center	30.38
142.4030.5481.000	ALLIANT UTILITIES IES	800 S 6th st	112.21
188.3040.5481.000	ALLIANT UTILITIES IES	110 W Linn St	18.54
188.3040.5482.000	ALLIANT UTILITIES IES	110 W Linn St	17.19
610.8015.5481.000	ALLIANT UTILITIES IES	Riverview Park Liftstation	16.97
610.8016.5481.000	ALLIANT UTILITIES IES	N 22nd St	93.47
610.8016.5481.000	ALLIANT UTILITIES IES	S 2nd St and Player	271.13
184.5030.5242.000	AMES RENTAL PROPERTIES COOP	Assistance	194.00
184.5030.5242.000	AMES RENTAL PROPERTIES COOP	Assistance	104.00
184.5030.5242.000	AMES, STEVEN	Assistance	199.00
184.5030.5242.000	AMES, STEVEN	Assistance	116.00
184.5030.5242.000	AMES, STEVEN	Assistance	400.00
001.1090.5331.000	ANIMAL RESCUE LEAGUE	Monthly Payment	4,166.67
184.5030.5242.000	ARLINGTON INVESTMENTS	Assistance	327.00
184.5030.5242.000	ARLINGTON INVESTMENTS	Assistance	456.00
184.5030.5242.000	ARLINGTON INVESTMENTS	Assistance	664.00

184.5030.5242.000	ARMSTRONG, BILLY	Assistance	206.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY	AIR DOOR ACTUATOR FOR CHEVY	120.23
001.1010.5565.000	ARNOLD MOTOR SUPPLY	BATTERY 12V AGM SEALED (36 MC	275.10
001.1010.5565.000	ARNOLD MOTOR SUPPLY	BATTERY CORE CHARGE	42.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY	CLEAN HEAD	40.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY	CRACK CHECK	40.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY	ENGINE WIRE SET	50.31
001.1010.5565.000	ARNOLD MOTOR SUPPLY	GASKET	18.61
001.1010.5565.000	ARNOLD MOTOR SUPPLY	GASKET	13.15
001.1010.5565.000	ARNOLD MOTOR SUPPLY	HAZARDOUS FEE	22.20
001.1010.5565.000	ARNOLD MOTOR SUPPLY	HEAD BOLT SET	45.98
001.1010.5565.000	ARNOLD MOTOR SUPPLY	HEAD SET CHEVY TAHOE	235.22
001.1010.5565.000	ARNOLD MOTOR SUPPLY	JB INJECTOR CL - 531	23.98
001.1010.5565.000	ARNOLD MOTOR SUPPLY	OIL FILTER	18.36
001.1010.5565.000	ARNOLD MOTOR SUPPLY	RADIATOR	164.50
001.1010.5565.000	ARNOLD MOTOR SUPPLY	SPARK PLUG	48.88
001.1010.5565.000	ARNOLD MOTOR SUPPLY	SURFACE HEAD	70.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY	SURFACE MANIFOLD	70.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY	VALVE JOB ON CHEVY TAHOE	150.00
001.2080.5565.000	ARNOLD MOTOR SUPPLY	5 PARTS FOR JOHN DEERE	86.57
001.2080.5565.000	ARNOLD MOTOR SUPPLY	AIRPORT END LOADER PARTS	56.98
001.2080.5565.000	ARNOLD MOTOR SUPPLY	FILTERS	12.24
001.2080.5565.000	ARNOLD MOTOR SUPPLY	FUEL FILTER FOR END LOADER	14.30
001.2080.5565.000	ARNOLD MOTOR SUPPLY	MISC PARTS - FILTERS FOR SNOW	306.34
001.2080.5565.000	ARNOLD MOTOR SUPPLY	MISC PARTS FOR JOHN DEERE	12.00
001.2080.5565.000	ARNOLD MOTOR SUPPLY	OIL FILTER	5.47
001.2080.5565.000	ARNOLD MOTOR SUPPLY	OIL FILTER	42.77
001.2080.5565.000	ARNOLD MOTOR SUPPLY	OIL FILTER	4.76
001.2080.5565.000	ARNOLD MOTOR SUPPLY	OIL FILTER AIRPORT SNOWPLOW	3.45
001.2080.5565.000	ARNOLD MOTOR SUPPLY	PARTS-FILTERS FOR SNOW PLOW	63.98
001.4030.5562.000	ARNOLD MOTOR SUPPLY	HD Nitrate Free	19.62
001.5010.5562.000	ARNOLD MOTOR SUPPLY	5W30 SYN	9.96
110.2010.5565.000	ARNOLD MOTOR SUPPLY	CYLINDER	109.95
110.2010.5565.000	ARNOLD MOTOR SUPPLY	FILTERS	35.00
110.2010.5565.000	ARNOLD MOTOR SUPPLY	OIL FILTER	25.55
110.2010.5565.000	ARNOLD MOTOR SUPPLY	PARTS	51.90
110.2010.5565.000	ARNOLD MOTOR SUPPLY	PARTS	68.33
110.2010.5565.000	ARNOLD MOTOR SUPPLY	PARTS	24.92
110.2010.5600.000	ARNOLD MOTOR SUPPLY	OPERATING SUPPLIES	7.40
110.2010.5600.000	ARNOLD MOTOR SUPPLY	OPERATING SUPPLIES - STD MINI/	7.40
110.2010.5600.000	ARNOLD MOTOR SUPPLY	PARTS	106.49
110.2010.5600.000	ARNOLD MOTOR SUPPLY	PARTS	14.29
110.2010.5600.000	ARNOLD MOTOR SUPPLY	PARTS	95.52
110.2010.5600.000	ARNOLD MOTOR SUPPLY	PARTS	68.61
110.2040.5565.000	ARNOLD MOTOR SUPPLY	PARTS DAVES TRUCK	51.35
110.2040.5565.000	ARNOLD MOTOR SUPPLY	PARTS DAVES TRUCK	71.38
110.2040.5565.000	ARNOLD MOTOR SUPPLY	PARTS DAVES TRUCK	38.16
610.8016.5565.000	ARNOLD MOTOR SUPPLY	HYDRAULIC HOSE FOR CASE BACI	43.84
610.8016.5565.000	ARNOLD MOTOR SUPPLY	SPARK PLUGS TROYS TRUCK	49.78
740.8065.5565.000	ARNOLD MOTOR SUPPLY	HYDRAULIC HOSE FOR CASE BACI	29.23
740.8065.5565.000	ARNOLD MOTOR SUPPLY	SPARK PLUGS TROYS TRUCK	33.18
001.1010.5600.000	ARROWHEAD SCIENTIFIC	3M Fingerprint Lifting Tape 1-1/2"	17.84
001.1010.5600.000	ARROWHEAD SCIENTIFIC	3M Fingerprint Lifting Tape 4"	16.40
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Accelerant Storage Jars 2 oz	34.32
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Accelerant Storage Jars 4 oz	38.64
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Evidence Collection Tube 1" x 9"	13.68
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Idealink Large Fingerprint Pad	70.00
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Large Tie Down Pistol Box 15" x 9" x 7"	40.00

001.1010.5600.000	ARROWHEAD SCIENTIFIC	Nylon Arson Evidence	80.00
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Seal Guard Evidence Tape	62.16
001.1010.5600.000	ARROWHEAD SCIENTIFIC	Tie Down Rifle Box 50 1/2" x 6 3/4" x :	45.28
050.4065.5613.000	ATLANTIC BOTTLING CO	Product for Resale	528.29
999.1132.000	AXA EQUITABLE	AXA EQUITABLE	450.00
184.5030.5242.000	B & B RENTALS	Assistance	204.00
184.5030.5242.000	B & B RENTALS	Assistance	299.00
001.1010.5359.000	BANKERS TRUST	Flat initial fee	250.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	20 hrs/mo PD	1,266.25
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	10 hrs/mo Library	633.13
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	50 hrs/mo GF	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Hosting Mailfilter	75.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Lab Tech RMM	375.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Open DNS	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam Backup & Recovery	58.20
001.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	2 Hard Disk Drives for Zimbra Server	523.18
881.1050.5230.000	BERNIE LOWE & ASSOC	411 Claims	1.76
881.1050.5339.OBJ	BERNIE LOWE & ASSOC	411 Claims	108.96
610.8015.5600.000	BERT GURNEY & ASSOCIATES INC.	8" Worm Gear	498.29
610.8015.5600.000	BERT GURNEY & ASSOCIATES INC.	Hydro Ranger 200	1,547.82
610.8015.5600.000	BERT GURNEY & ASSOCIATES INC.	Transducer	878.00
184.5030.5246.000	BLACKSTOCK, SERENA	Assistance	43.00
001.2080.5410.000	BLUEGLOBES, INC.	PARTS	217.50
184.5030.5242.000	BLUFFWOOD PARTNERS LLC	Assistance	471.00
184.5030.5242.000	BLUFFWOOD PARTNERS LLC	Assistance	219.00
184.5030.5242.000	BLUFFWOOD PARTNERS LLC	Assistance	145.00
184.5030.5242.000	BLUFFWOOD PARTNERS LLC	Assistance	127.00
184.5030.5242.000	BLUFFWOOD PARTNERS LLC	Assistance	419.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING	Assistance	267.00
184.5030.5242.000	BOWMAN, BRYAN	Assistance	222.00
184.5030.5242.000	BOWN, CHERYL	Assistance	271.00
610.8015.5600.000	BRENNTAG GREAT LAKES LLC	Container Deposit	225.00
610.8015.5600.000	BRENNTAG GREAT LAKES LLC	Ins. & Sec. Surcharge	193.24
610.8015.5600.000	BRENNTAG GREAT LAKES LLC	Sodium Hypochlorite	945.88
610.8015.5600.000	BRENNTAG GREAT LAKES LLC	Sodium Hypochlorite for SBR's	620.88
184.5030.5246.000	BROWN, AMANDA	Assistance	27.00
184.5030.5246.000	BROWN, AMANDA	Assistance	27.00
184.5030.5246.000	BROWN, AMANDA	Assistance	27.00
184.5030.5242.000	BROWN, BARBARA	Assistance	59.00
188.3040.5472.000	BROWN, JOYCE R	November's mileage reimbursement	18.33
184.5030.5242.000	BRYNGELSON CORP	Assistance	306.00
184.5030.5242.000	BRYNGELSON CORP	Assistance	410.00
142.4030.5380.000	CARL, CHRIS	PO Box Fee	30.00
184.5030.5246.000	CARMER, DESIREE	Assistance	12.00
001.1010.5132.000	CARPENTER UNIFORM COMPANY	Body camera tab	4.00
001.1010.5132.000	CARPENTER UNIFORM COMPANY	Class A uniform pant - Thein	70.70
001.1010.5132.000	CARPENTER UNIFORM COMPANY	Class A uniform shirt - Thein	55.99
001.1010.5132.000	CARPENTER UNIFORM COMPANY	Tie - Thein	4.99
001.1050.5132.000	CARPENTER UNIFORM COMPANY	Nameplate	20.75
184.5030.5246.000	CARRIGAN, KYLIE	Assistance	37.00
184.5030.5242.000	CENTRAL IA RESIDENTIAL SERV INC	Assistance	111.00
184.5030.5242.000	CENTRAL IA RESIDENTIAL SERV INC	Assistance	111.00
184.5030.5242.000	CENTRAL IA RESIDENTIAL SERV INC	Assistance	110.00
184.5030.5242.000	CENTRAL IA RESIDENTIAL SERV INC	Assistance	130.00
184.5030.5242.000	CENTRAL IA RESIDENTIAL SERV INC	Assistance	31.00
184.5030.5242.000	CENTRAL IA RESIDENTIAL SERV INC	Assistance	123.00
001.4030.5611.000	CENTRAL IOWA DISTRIBUTING INC	Delivery	5.00
001.4030.5611.000	CENTRAL IOWA DISTRIBUTING INC	Drum liner	482.00

001.6050.5600.000	CENTRAL IOWA DISTRIBUTING INC	TOWELS AND BATHROOM TISSUE	175.30
001.6051.5600.000	CENTRAL IOWA DISTRIBUTING INC	TOWELS AND BATHROOM TISSUE	175.30
610.8015.5600.000	CENTRAL IOWA DISTRIBUTING INC	Cleaning Supplies for Inventory	1,342.85
610.8015.5410.000	CENTRAL IOWA MACHINE SHOP INC	Cut Steel for Grit Snail	19.60
610.8015.5410.000	CENTRAL IOWA MACHINE SHOP INC	Sharpen Cutters	255.00
001.2080.5483.000	CENTRAL IOWA WATER ASSOCIATION	water bill	289.12
188.3040.5472.000	CHANDLER, JOEL S	November mileage reimbursement	12.09
184.5030.5242.000	CHOATE, ANDY	Assistance	233.00
001.4030.5600.000	CINTAS FIRST AID & SAFETY	refill med cabinet	54.97
110.2010.5600.000	CINTAS FIRST AID & SAFETY	first aid supplies	77.30
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	82.83
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	95.57
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	91.83
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	159.68
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	87.34
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	59.21
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	87.34
110.2010.5132.000	CITY LAUNDERING COMPANY	STREET DEPT UNIFORMS	87.34
110.2040.5132.000	CITY LAUNDERING COMPANY	Utility dept uniforms	28.47
110.2040.5132.000	CITY LAUNDERING COMPANY	Utility dept uniforms	28.47
110.2040.5132.000	CITY LAUNDERING COMPANY	Utility dept uniforms	31.58
110.2040.5132.000	CITY LAUNDERING COMPANY	Utility dept uniforms	29.08
310.2012.5233.000	CLAPSADDLE GARBER ASSOC INC	76015009 STP S 18TH AVE - CGA	4,777.00
391.2012.5233.000	CLAPSADDLE GARBER ASSOC INC	66013008 SE SOUTH ST EXTENSIO	987.00
184.5030.5242.000	CLAWSON, JEAN	Assistance	246.00
030.4040.5750.000	CLEMONS INC	Recreation Vehicle Purchase	18,675.00
184.5030.5242.000	CMHC INVESTMENTS LLC	Assistance	334.00
001.1052.5600.000	COAST TO COAST SOLUTIONS	Maltese Cross Shaped Sticker	229.96
999.1133.000	COLONIAL LIFE	Short term insurance	397.02
184.5030.5242.000	COMPASSION PROPERTIES LLC	Assistance	418.00
740.8065.5600.000	CONCRETE INC	10TH AVE AND STATE (SPLIT WITH	393.21
740.8065.5600.000	CONCRETE INC	1802 WEST STATE	266.00
740.8065.5600.000	CONCRETE INC	7TH AVE AND OLIVE	163.84
740.8065.5600.000	CONCRETE INC	9TH ST AND JEROME	266.00
740.8065.5600.000	CONCRETE INC	LINN ST NORTH OF LIBRARY	131.07
610.8015.5600.000	CONSOLIDATED WATER SOLUTIONS	DAF Polymer	1,571.24
610.8015.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge Payments	8,197.93
610.8015.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge Payments	509.64
030.4030.5611.000	CRESCENT ELECTRIC SUPPLY CO	Juno Plastic LED Exit Bat Red	19.31
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	147.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	295.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	202.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	289.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	280.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	138.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	272.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	274.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	295.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	289.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	269.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	266.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	176.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	305.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	293.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	289.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	199.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	231.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	289.00

184.5030.5242.000	CRESTVIEW APT LLC	Assistance	234.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	174.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	289.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	236.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	111.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	272.00
184.5030.5242.000	CRESTVIEW APT LLC	Assistance	288.00
110.2010.5565.000	CROP PRODUCTION SERVICES INC	DELO EXTENDED LIFE A/F 50/50	491.00
110.2070.5565.000	CROP PRODUCTION SERVICES INC	DTE 26	79.00
184.5030.5242.000	CROSSER, DANIEL D	Assistance	450.00
184.5030.5242.000	D & D RENTALS INC	Assistance	128.00
184.5030.5242.000	D & D RENTALS INC	Assistance	242.00
184.5030.5242.000	D & S INVESTMENTS	Assistance	38.00
001.1010.5600.000	DASH MEDICAL	Alasta Nitrile Exam Gloves - size L	49.90
153.1010.5460.000	DEHL, RYAN A	Hospitality items - Force on Force Tra	26.65
001.6021.5472.000	DEMOSS, BRIAN A	Mileage for budget workshop in Anker	34.32
030.1010.5718.000	DIGITAL ALLY	Body camera	9,660.00
184.5030.5242.000	ECKLOR, SHANE	Assistance	317.00
184.5030.5242.000	ECKLOR, SHANE	Assistance	304.00
184.5030.5242.000	ELWAYNE INC	Assistance	148.00
184.5030.5242.000	ELWAYNE INC	Assistance	246.00
188.3040.5604.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in wipe & same day charges, 20i	101.50
188.3040.5604.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in wipe 513 S 5th St	66.00
188.3040.5604.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in wipe same day 211 N. 3rd Ave	101.50
188.3040.5604.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in wipe, 103 W South, Marhsalltr	66.00
188.3040.5604.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in wipe, 305 W Boone	78.00
188.3040.5604.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in wipe, 608 1/2 E State St	78.00
188.3040.5606.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in soil 305 W. Boone St	12.00
188.3040.5606.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in soil 513 S. 5th St	12.00
188.3040.5606.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in soil 608 1/2 E. State St	12.00
188.3040.5606.000	ENVIRONMENTAL HAZARDS SERVICES, L.	Lead in soil, 103 W South St, Marshal	6.00
184.5030.5242.000	EUBANKS, CHAD & TINA	Assistance	230.00
184.5030.5242.000	F & C RENTALS LLC	Assistance	355.00
184.5030.5242.000	FARRELL PROPERTIES, INC	Assistance	214.00
184.5030.5242.000	FARRELL PROPERTIES, INC	Assistance	220.00
184.5030.5242.000	FARRELL PROPERTIES, INC	Assistance	219.00
184.5030.5242.000	FARRELL PROPERTIES, INC	Assistance	195.00
184.5030.5242.000	FARRELL PROPERTIES, INC	Assistance	219.00
110.2010.5600.000	FASTENAL COMPANY	operating supplies	16.70
999.1125.000	FIDELITY SECURITY LIFE INSUARANCE CO.	Avesis Vision Plan	329.99
184.5030.5242.000	FISCHELS, ROBERT	Assistance	234.00
184.5030.5242.000	FISCHELS, ROBERT	Assistance	179.00
184.5030.5242.000	FISCHELS, ROBERT	Assistance	170.00
001.4060.5331.000	FISHER COMMUNITY CENTER	Monthly Appropriation	6,396.66
001.1010.5472.000	FOGT, JACOB	Mileage - week of 12/12	43.21
001.1010.5472.000	FOGT, JACOB	Mileage - week of 12/5	43.21
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	52015014 - WPCP BIO GAS GENER,	1,650.00
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPCP Consultation NPDES	342.50
612.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	59015011 MARSHALLTOWN TELEVI	3,000.00
616.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	59012009 TURNER ST - FOX	66,440.95
616.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	59014007 - 2014 SAN SEWER REHA	11,420.13
184.5030.5242.000	FRIEND, THOMAS J	Assistance	472.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS LLC	Assistance	215.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS LLC	Assistance	103.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS LLC	Assistance	128.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS LLC	Assistance	124.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS LLC	Assistance	160.00
001.4040.5358.000	GALE-HAZEN, EMILY	Zumba Classes	90.00

001.4040.5358.000	GALE-HAZEN, KAREN A	Zumba Classes	105.00
184.5030.5242.000	GARWIN TRUST	Assistance	134.00
354.1099.5781.000	GBSBH TRUST	YMCA Land Purchase Closing Settlen	470,000.00
001.5020.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	800.00
001.5020.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	75.00
001.5020.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	50.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	1,000.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	350.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	300.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	200.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	1,750.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	350.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	14,000.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	325.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	50.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	3,500.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	500.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	375.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	400.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	250.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	1,300.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	75.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	300.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	300.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	600.00
188.3040.5410.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	175.00
188.3040.5415.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	650.00
188.3040.5415.000	GENTRY, SUSAN	LHCP_405 Bromley Street_JB	300.00
110.2010.5600.000	GERVICH & SONS INC	material	8.00
184.5030.5242.000	GIMER, DAVID	Assistance	545.00
184.5030.5242.000	GLADBROOK HOUSING	Assistance	183.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	426.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	575.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	585.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	326.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	222.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	454.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	53.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	14.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	407.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	528.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	351.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	464.00
184.5030.5242.000	GLENDA DRIVE LLC	Assistance	282.00
910.1010.5114.000	GOODING, BETTY	Monthly Pension	765.78
184.5030.5242.000	GRANT PARK LLC	Assistance	142.00
184.5030.5242.000	GRANT PARK LLC	Assistance	407.00
184.5030.5242.000	GRANT PARK LLC	Assistance	194.00
184.5030.5242.000	GRANT PARK LLC	Assistance	203.00
184.5030.5242.000	GRANT PARK LLC	Assistance	295.00
184.5030.5242.000	GRANT PARK LLC	Assistance	57.00
184.5030.5242.000	GRANT PARK LLC	Assistance	281.00
184.5030.5242.000	GRANT PARK LLC	Assistance	122.00
184.5030.5242.000	GRANT PARK LLC	Assistance	322.00
184.5030.5242.000	GRANT PARK LLC	Assistance	176.00
184.5030.5242.000	GRANT PARK LLC	Assistance	471.00
184.5030.5242.000	GRANT PARK LLC	Assistance	231.00
184.5030.5242.000	GRANT PARK LLC	Assistance	285.00

184.5030.5242.000	GRANT PARK LLC	Assistance	159.00
184.5030.5242.000	GRANT PARK LLC	Assistance	129.00
184.5030.5242.000	GRANT PARK LLC	Assistance	194.00
184.5030.5242.000	GRANT PARK LLC	Assistance	277.00
184.5030.5242.000	GRANT PARK LLC	Assistance	76.00
184.5030.5242.000	GRANT PARK LLC	Assistance	292.00
184.5030.5242.000	GRANT PARK LLC	Assistance	163.00
184.5030.5242.000	GRANT PARK LLC	Assistance	275.00
001.4040.5370.000	GRAPHIC IMPRESSIONS,INC	Printing	251.05
001.4041.5370.000	GRAPHIC IMPRESSIONS,INC	Printing	500.00
140.4030.5370.000	GRAPHIC IMPRESSIONS,INC	Printing	200.00
001.6040.5234.000	GRIMES BUCK SCHOELL & BEACH	GEN FUND SERVICES	3,252.00
121.8066.5234.000	GRIMES BUCK SCHOELL & BEACH	Legal Services Ingledue Storm Sewer	300.00
354.1010.5234.000	GRIMES BUCK SCHOELL & BEACH	LEGAL SERVICES POLICE AND FIR	225.00
184.5030.5242.000	HALA VENTURES LLC	Assistance	305.00
184.5030.5242.000	HALA VENTURES LLC	Assistance	225.00
184.5030.5242.000	HALA VENTURES LLC	Assistance	283.00
184.5030.5242.000	HANSEN, ROGER	Assistance	157.00
184.5030.5246.000	HARRIS, ROXSAND	Assistance	12.00
184.5030.5242.000	HARRIS, TOM	Assistance	324.00
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	December Life Insurance	6,508.18
184.5030.5242.000	HATCH JAMES	Assistance	419.00
184.5030.5242.000	HATCH JAMES	Assistance	450.00
184.5030.5242.000	HATCH JAMES	Assistance	226.00
184.5030.5242.000	HAVELKA, WILLIAM & LINDA	Assistance	500.00
610.8015.5410.000	HAY CONSTRUCTION SVCS INC	Repair Lab Walls at WPCP	1,220.00
190.1013.5450.000	HEART OF IOWA COMMUNICATIONS CO-C	Monthly Business Service - Dec 2016	450.00
190.1013.5450.000	HEART OF IOWA COMMUNICATIONS CO-C	Monthly service - special circuit	88.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	112.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	201.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	222.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	72.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	239.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	244.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	187.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	239.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	113.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	174.00
184.5030.5242.000	HILLTOP VILLAGE	Assistance	98.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	49.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	273.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	425.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	233.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	211.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	134.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	259.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	259.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	311.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	425.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	413.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	303.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	236.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	430.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	311.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	398.00
184.5030.5242.000	HOBSON, WILLIAM L	Assistance	220.00
110.2010.5565.000	HOME RENTAL CENTER	CHAIN SAW SERVICE	45.00
188.3040.5433.000	HOME RENTAL CENTER	Trailer rental	420.00

184.5030.5246.000	HONEYCUTT, CHAVONDA	Assistance	20.00
184.5030.5242.000	HOWARD, JAMMIE	Assistance	176.00
184.5030.5242.000	HUBBARD MAPLE STREET APARTMENTS,	Assistance	134.00
184.5030.5242.000	HUBBARD MAPLE STREET APARTMENTS,	Assistance	87.00
184.5030.5242.000	HUBBARD MAPLE STREET APARTMENTS,	Assistance	200.00
184.5030.5242.000	HUBBARD MAPLE STREET APARTMENTS,	Assistance	181.00
184.5030.5242.000	HUBBARD MAPLE STREET APARTMENTS,	Assistance	200.00
001.1010.5460.000	IASRO	Registration - School Law Update	25.00
150.1010.5460.000	IASRO	Registration - School Law Update	25.00
001.1050.5112.010	ICMA RETIREMENT 457	Retirement Trust 457	744.96
999.1131.000	ICMA RETIREMENT 457	Retirement Trust 457	745.00
999.1131.000	ICMA RETIREMENT 457	Retirement Trust 457	2,862.00
999.1131.000	ICMA RETIREMENT 457	Retirement Trust 457	3,659.05
999.1131.000	ICMA RETIREMENT 457	Retirement Trust 457	260.00
999.1131.000	ICMA RETIREMENT 457	Retirement Trust 457	476.38
001.4030.5251.000	IDALS	Applicators License	30.00
999.1111.000	IMWCA	Workers Comp Premium	13,945.00
110.2010.5565.000	INLAND TRUCK PARTS COMPANY	parts	492.65
184.5030.5242.000	IOLE, RONALD J	Assistance	153.00
610.8016.5230.000	IOWA ONE CALL	LOCATES	148.32
740.8065.5230.000	IOWA ONE CALL	LOCATES	98.88
110.2010.5626.000	IOWA PRISON INDUSTRIES	sign shop	1,241.70
740.8067.5342.000	IOWA RIVER WILDLIFE CONTROL	November Animal control	387.50
001.1010.5280.000	IOWA STATE RESERVE LAW OFFICERS AS	2017 Annual Dues	240.00
184.5030.5242.000	IRVINE, STEPHEN	Assistance	78.00
999.1116.000	IUPAT PPME LOCAL 2003	Union dues- PW	895.53
184.5030.5242.000	J&N HOME RENTALS LLC	Assistance	386.00
184.5030.5242.000	JARED, SHEILA F & PAUL	Assistance	183.00
184.5030.5242.000	JARED, SHEILA F & PAUL	Assistance	250.00
184.5030.5242.000	JARED, SHEILA F & PAUL	Assistance	164.00
184.5030.5242.000	JASPERS, MARY	Assistance	128.00
184.5030.5242.000	JB I COOPERATIVE ASSOCIATION	Assistance	202.00
184.5030.5242.000	JB I COOPERATIVE ASSOCIATION	Assistance	255.00
184.5030.5242.000	JB I COOPERATIVE ASSOCIATION	Assistance	495.00
610.8015.5600.000	JCI Industries Inc	Feed Grinder Replacement Parts	389.39
610.8015.5600.000	JCI Industries Inc	Sludge Pumping Feed Grinder Replac	6,701.76
184.5030.5242.000	JKM COPPERATIVE HOUSING	Assistance	313.00
184.5030.5242.000	JKM COPPERATIVE HOUSING	Assistance	247.00
184.5030.5242.000	JKM COPPERATIVE HOUSING	Assistance	425.00
184.5030.5246.000	JOHNSON, APRIL	Assistance	17.00
001.1010.5565.000	KEN WISE CHRYSLER, DODGE, JEEP	Key fob	164.00
001.1010.5565.000	KEN WISE CHRYSLER, DODGE, JEEP	Labor - programming	27.90
610.8015.5603.000	KEYSTONE LAB INC	Dig. #3 Lab Analysis	67.00
610.8015.5603.000	KEYSTONE LAB INC	Pre-App Analysis 11-01-16	48.00
001.6012.5463.000	KINSER, JESSICA	Jessica Moving Reimbursement 1 of 1	415.09
184.5030.5246.000	KISNER, MANDI	Assistance	15.00
188.3040.5410.000	KLEMPNERMEISTER, DAVE & CONSTRUCT	Drained pipe repaired service & trip	117.50
188.3040.5410.000	KLEMPNERMEISTER, DAVE & CONSTRUCT	Materials	63.05
001.6050.5600.000	KRISS PREMIUM PRODUCTS INC	BOILER TREATMENT	536.11
184.5030.5246.000	KROENER, LEISA	Assistance	50.00
184.5030.5242.000	LAWSON, RODNEY W	Assistance	84.00
184.5030.5242.000	LAWSON, RODNEY W	Assistance	247.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	510.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	256.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	460.00
110.2010.5618.000	LOGAN CONTRACTORS SUPPLY INC	PARTS	2,953.81
110.2010.5347.000	LUCITY, INC	Lucity renewal	2,003.02
610.8016.5347.000	LUCITY, INC	Lucity renewal	4,006.03

740.8065.5347.000	LUCITY, INC	Lucity renewal	4,006.03
184.5030.5242.000	LUENSE, BRANT	Assistance	284.00
184.5030.5242.000	LUENSE, BRANT	Assistance	104.00
184.5030.5242.000	LUENSE, BRANT	Assistance	305.00
184.5030.5242.000	LUENSE, BRANT	Assistance	271.00
184.5030.5242.000	LUENSE, BRANT	Assistance	416.00
184.5030.5242.000	LUENSE, BRANT	Assistance	500.00
184.5030.5246.000	MANNEH, NANCY	Assistance	21.00
184.5030.5242.000	MARION MANOR COMPANY LTD I	Assistance	246.00
184.5030.5242.000	MARION MANOR II	Assistance	411.00
001.6020.5250.000	MARSHALL COUNTY RECORDER	overpayment by CGA 11-21-2016 for :	(7.00)
188.3040.5250.000	MARSHALL COUNTY RECORDER	Recording 2016-00006079 803 Broml	17.00
188.3040.5250.000	MARSHALL COUNTY RECORDER	Reocrding 2016-00006080 3 N 8th Av	17.00
190.1013.5347.150	MARSHALL COUNTY TREASURER	Internet & System Monitoring - Nov 20	146.16
001.1030.5331.000	MARSHALL CTY EMERGENCY MGMT AGEI	Monthly Payment	2,395.17
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	239.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	226.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	305.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	134.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	249.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	88.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	213.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	153.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	114.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LI	Assistance	311.00
184.5030.5242.000	MARSHALLTOWN SUNDANCE APTS	Assistance	305.00
184.5030.5242.000	MARSHALLTOWN SUNDANCE APTS	Assistance	356.00
184.5030.5242.000	MARSHALLTOWN SUNDANCE APTS	Assistance	239.00
184.5030.5242.000	MARSHALLTOWN SUNDANCE APTS	Assistance	359.00
001.2090.5220.000	MARSHALLTOWN WATER WORKS	5406 Landfills bills @ .05cents each	270.30
610.8015.5220.000	MARSHALLTOWN WATER WORKS	October 2016 Sanitary Collection Cos	7,795.43
610.8015.5483.000	MARSHALLTOWN WATER WORKS	November 2016 Plant Water Bill	1,220.35
740.8065.5220.000	MARSHALLTOWN WATER WORKS	October 2016 Storm Sewer Billing Col	262.50
184.5030.5242.000	MATNEY, LYLE	Assistance	54.00
188.3040.5430.000	MCALPINE, MARK	Meal reimbursement for Lead Hazard	163.26
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	Labor	26.45
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	Labor	26.00
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	Snow tires 505	100.80
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	Tire - 514	126.50
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	Tire - TF van	79.12
184.5030.5246.000	MCWILLIAMS, TAVESHA	Assistance	27.00
001.1050.5600.000	MENARDS	1/2" 4'x4' Panel	39.96
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Electrode Comb w/Epoxy Body	328.01
110.2010.5600.000	MIDWEST WHEEL COMPANIES	supplies	23.98
610.8015.5600.000	MILLER MECHANICAL SPEC INC	Gas Compressor #3 Flexible Metal Hc	298.25
190.1013.5450.000	MINERVA VALLEY TELEPHONE	Monthly Service 12/01/16-12/31/16	50.00
354.1099.5230.000	MOODYS INVESTORS SERVICE	2016B GO DEBT RATING	9,900.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	117.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	200.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	209.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	165.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	287.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	247.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	98.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	234.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	208.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	224.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	285.00

184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	80.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	169.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	50.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	246.00
184.5030.5242.000	MTOWN WESTOWN, LLP	Assistance	28.00
610.8016.5344.000	MUNICIPAL PIPE TOOL CO LLC	JET CLEANING SAN SEWER LINES	44,820.66
184.5030.5242.000	MURPHY, MICHAEL	Assistance	159.00
001.1050.5565.000	NAPA AUTO PARTS	Lamp	107.10
110.2010.5565.000	NAPA AUTO PARTS	BRAKE PARTS 03 CHEVY	158.06
110.2010.5565.000	NAPA AUTO PARTS	credit for discounts not taken check ru	(0.18)
110.2010.5565.000	NAPA AUTO PARTS	credit for discounts not taken check ru	(0.18)
110.2010.5565.000	NAPA AUTO PARTS	credit for discounts not taken check ru	(0.16)
110.2010.5565.000	NAPA AUTO PARTS	FILTERS	24.48
110.2010.5565.000	NAPA AUTO PARTS	FUSE HLD	7.02
110.2010.5565.000	NAPA AUTO PARTS	OIL FILTER	23.95
110.2010.5565.000	NAPA AUTO PARTS	PARTS	65.67
110.2010.5565.000	NAPA AUTO PARTS	PARTS	116.67
110.2010.5600.000	NAPA AUTO PARTS	fittings	3.30
110.2010.5600.000	NAPA AUTO PARTS	PARTS	6.48
110.2010.5600.000	NAPA AUTO PARTS	TOWELS	90.90
110.2010.5600.000	NAPA AUTO PARTS	TOWELS	12.12
690.8050.5565.000	NAPA AUTO PARTS	credit for discounts not taken check ru	(0.39)
184.5030.5242.000	NAUGHTON, RICHARD	Assistance	682.00
184.5030.5242.000	NELSON, MAX & VELMA	Assistance	284.00
184.5030.5242.000	NICHOLS, TIMOTHY	Assistance	667.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Assistance	177.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Assistance	177.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Assistance	159.00
184.5030.5242.000	OETKER, DEBRA J	Assistance	276.00
184.5030.5242.000	OETKER, DEBRA J	Assistance	198.00
184.5030.5242.000	OETKER, DEBRA J	Assistance	81.00
110.2010.5565.000	O'HALLORAN INTERNATIONAL, INC.	PARTS	1,028.87
184.5030.5242.000	OLMSTEAD, TROY LEE	Assistance	569.00
001.1050.5216.000	ONE SOURCE-THE BACKGROUND CHECK	Background checks	30.00
001.1010.5344.000	ON-SITE INFORMATION DESTRUCTION SE	Shredding services 11/29 - Police Dep	48.64
184.5030.5344.000	ON-SITE INFORMATION DESTRUCTION SE	Shredding services 11/1 & 11/29 - 36	80.00
001.1010.5431.000	ORTEGA, LUISA	1 hr interpreting	30.00
184.5030.5242.000	PALISADE HOLDING CO	Assistance	79.00
184.5030.5242.000	PARK ELMS LLC	Assistance	134.00
184.5030.5242.000	PARK ELMS LLC	Assistance	202.00
184.5030.5242.000	PARK ELMS LLC	Assistance	522.00
184.5030.5242.000	PARK ELMS LLC	Assistance	98.00
184.5030.5242.000	PARK ELMS LLC	Assistance	369.00
184.5030.5242.000	PARK ELMS LLC	Assistance	234.00
184.5030.5242.000	PATTERSON, TOM G	Assistance	240.00
184.5030.5242.000	PATTERSON, TOM G	Assistance	249.00
184.5030.5246.000	PENEUETA, DEBRA	Assistance	13.00
188.3040.5410.000	PETTENGILL CONSTRUCTION	LHCP_211 N 3rd Avenue_JB	150.00
188.3040.5410.000	PETTENGILL CONSTRUCTION	LHCP_211 N 3rd Avenue_JB	100.00
188.3040.5410.000	PETTENGILL CONSTRUCTION	LHCP_211 N 3rd Avenue_JB	800.00
188.3040.5410.000	PETTENGILL CONSTRUCTION	LHCP_211 N 3rd Avenue_JB	2,000.00
188.3040.5410.000	PETTENGILL CONSTRUCTION	LHCP_211 N 3rd Avenue_JB	150.00
188.3040.5410.000	PETTENGILL CONSTRUCTION	LHCP_211 N 3rd Avenue_JB	200.00
184.5030.5242.000	PINECREST MOBILE HOME PARK	Assistance	141.00
184.5030.5238.000	PONTIAC HOUSING COMMISSION	ADMIN FEE	36.33
184.5030.5242.000	PONTIAC HOUSING COMMISSION	Assistance	648.00
184.5030.5242.000	PRAIRIE HOME PROPERTIES	Assistance	261.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	Contract charge for 11/29/2016-12/28,	41.40

001.1010.5230.000	PSYCHOLOGY ASSOCIATES	Re-release of MMPI-2 - Noble	45.00
184.5030.5242.000	PYLE, DAVID M	Assistance	246.00
184.5030.5242.000	PYLE, DAVID M	Assistance	231.00
184.5030.5242.000	R&A RENTAL PROPERTIES LLC	Assistance	343.00
184.5030.5242.000	R&A RENTAL PROPERTIES LLC	Assistance	536.00
001.1010.5132.000	RACOM CORPORATION	D-Ring w/ shoulder	20.00
190.1013.5380.000	RACOM CORPORATION	EDACS Airtime	62.65
610.8015.5600.000	RACOM CORPORATION	Volume Knob for Radio	3.50
184.5030.5242.000	RD STATE CENTER LLLP	Assistance	574.00
184.5030.5242.000	REID, MERLIN	Assistance	129.00
184.5030.5242.000	REM HOMES LLC	Assistance	72.00
184.5030.5242.000	REM HOMES LLC	Assistance	317.00
184.5030.5242.000	REP CORP	Assistance	171.00
184.5030.5242.000	REP CORP	Assistance	268.00
001.2060.5600.000	RICOH USA INC	Engineering BW copies	11.28
001.2060.5600.000	RICOH USA INC	Engineering color copies	13.25
001.6020.5600.000	RICOH USA INC	City Clerk BW copies	39.55
001.6020.5600.000	RICOH USA INC	City Clerk color copies	12.95
184.5030.5242.000	RIVER BIRCH APTS	Assistance	462.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	254.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	237.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	625.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	105.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	608.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	224.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	312.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	109.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	160.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	476.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	201.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	58.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	531.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	474.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	547.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	579.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	190.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	404.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	625.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	108.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	285.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	267.00
184.5030.5242.000	S & E INVESTMENT LLC	Assistance	182.00
110.2010.5342.000	SAFETY-KLEEN SYSTEMS INC	used oil service	661.02
110.2010.5342.000	SAFETY-KLEEN SYSTEMS INC	used oil service	215.00
184.5030.5242.000	SCENIC CITY RENTALS	Assistance	200.00
001.4030.5342.000	SCHENDEL PEST CONTROL COMPANY	Riverview Shelters Pest Control	40.00
184.5030.5242.000	SCHMIDT, MICHAEL T & DEBBIE	Assistance	102.00
184.5030.5242.000	SCHMIDT, MICHAEL T & DEBBIE	Assistance	263.00
184.5030.5242.000	SCHMIDT, MICHAEL T & DEBBIE	Assistance	167.00
184.5030.5242.000	SCHULER-VAN LANGEN, MARCIA	Assistance	231.00
610.8015.5386.000	SCOTT TENT & AWNING COMPANY	November 2016 Lawn Mowing Service	205.00
184.5030.5242.000	SCOTT, LESLIE	Assistance	454.00
184.5030.5242.000	SEDLACEK, BARRY & RENEE	Assistance	372.00
001.1010.5342.000	SERVICEMASTER OF M'TOWN INC	Janitorial Service - Dec 2016	1,000.00
184.5030.5242.000	SESKER, RICK	Assistance	425.00
184.5030.5242.000	SESKER, RICK	Assistance	197.00
184.5030.5242.000	SHAFFAR, TERRY	Assistance	207.00
184.5030.5242.000	SIMPSON, PHYLLIS	Assistance	446.00

184.5030.5242.000	SMITH, NANCY JO	Assistance	167.00
184.5030.5242.000	SMITH, NANCY JO	Assistance	222.00
184.5030.5242.000	SMITH, NANCY JO	Assistance	140.00
184.5030.5242.000	SNYDER, RON	Assistance	467.00
184.5030.5242.000	SNYDER, RON	Assistance	518.00
184.5030.5242.000	SPECHT, GREGORY J	Assistance	393.00
184.5030.5242.000	STABENOW, SERINA	Assistance	128.00
184.5030.5242.000	STABENOW, SERINA	Assistance	140.00
184.5030.5242.000	STABENOW, SERINA	Assistance	281.00
184.5030.5242.000	STAFF, ERIC	Assistance	111.00
184.5030.5242.000	STEELSMITH INVESTMENTS LLC	Assistance	189.00
184.5030.5242.000	STEELSMITH INVESTMENTS LLC	Assistance	246.00
184.5030.5242.000	STEELSMITH INVESTMENTS LLC	Assistance	132.00
184.5030.5242.000	STEELSMITH INVESTMENTS LLC	Assistance	246.00
184.5030.5242.000	STEELSMITH INVESTMENTS LLC	Assistance	264.00
184.5030.5242.000	STEELSMITH INVESTMENTS LLC	Assistance	172.00
001.1010.5410.000	STERLING FIRE & SAFETY INC	Recharge 2 fire extinguishers	50.00
110.2010.5344.000	STERLING FIRE & SAFETY INC	INSPECTION AND RECHARGE FIRE	217.50
001.6012.5342.000	STEVENS PUBLIC MGMT LLC	November Consulting Fee	2,820.00
354.1010.5230.000	STEVENS PUBLIC MGMT LLC	November Consulting Fee	1,406.25
354.1050.5230.000	STEVENS PUBLIC MGMT LLC	November Consulting Fee	1,406.25
184.5030.5246.000	STEVENS, BARBARA	Assistance	13.00
184.5030.5242.000	STICHTER CONSTRUCTION	Assistance	310.00
001.5010.5342.000	STONE SANITATION	CBD 11-1-16 -- 11-30-16	200.00
610.8015.5342.000	STONE SANITATION	November 2016 Grit/Screening Remo	907.00
001.1010.5605.000	STOREY KENWORTHY	Binder clip, medium	6.96
001.1010.5605.000	STOREY KENWORTHY	Binder clip, small	3.12
001.1010.5605.000	STOREY KENWORTHY	Binder clips, large	20.76
001.1010.5605.000	STOREY KENWORTHY	Catalog envelopes	49.46
001.1010.5605.000	STOREY KENWORTHY	Clasp envelope 9x12	7.99
001.1010.5605.000	STOREY KENWORTHY	Ink cartridge Epson 676XL blk	37.85
001.6012.5605.000	STOREY KENWORTHY	Office Supply Order	191.76
001.6025.5605.000	STOREY KENWORTHY	Office Supply Order	45.79
001.6021.5347.000	STRATEGIC INSIGHTS, INC	Plan-It CIP License CY17	2,025.00
184.5030.5246.000	STREET-LOPEZ, JAMIE	Assistance	47.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Assistance	111.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Assistance	38.00
184.5030.5242.000	SUPERIOR RENTALS LLC	Assistance	580.00
184.5030.5242.000	SUPERIOR RENTALS LLC	Assistance	170.00
184.5030.5242.000	SUPERIOR RENTALS LLC	Assistance	393.00
184.5030.5242.000	SUPERIOR RENTALS LLC	Assistance	396.00
184.5030.5242.000	SUPERIOR RENTALS LLC	Assistance	580.00
184.5030.5242.000	SWITZER RENTAL ACCOUNT, TOM	Assistance	73.00
184.5030.5242.000	SWITZER RENTAL ACCOUNT, TOM	Assistance	525.00
188.3040.5250.000	TAMA COUNTY RECORDER	Lien for 207 Anna St, Garwin	17.00
188.3040.5250.000	TAMA COUNTY RECORDER	Tama County liens	17.00
188.3040.5250.000	TAMA COUNTY RECORDER	Tama County liens	17.00
188.3040.5250.000	TAMA COUNTY RECORDER	Tama County liens	17.00
184.5030.5242.000	TAYLOR, MIKE	Assistance	217.00
616.8016.5385.000	TEAM SERVICES INC	59012009 TURNER ST - TEAM SERV	3,664.69
999.1108.000	TEAMSTERS LOCAL 238	Police & WPCP union dues	1,426.80
999.1110.000	TEAMSTERS LOCAL 238	Police & WPCP union dues	277.00
001.6020.5210.000	TIMES-REPUBLICAN	Monthly Publication Expense	577.55
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX BENEFITS	70.00
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX BENEFITS	4,808.22
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX BENEFITS	(0.20)
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX BENEFITS	0.01
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX BENEFITS	1,874.59

184.5030.5242.000	TOULOUSE, DAVID E	Assistance	399.00
184.5030.5242.000	TR HOMES RENTALS LLC	Assistance	528.00
184.5030.5242.000	TREVRON LLC	Assistance	311.00
184.5030.5242.000	TRI-SQUARE RENTALS, LLC	Assistance	106.00
184.5030.5242.000	TT & C COOPERATIVE HOUSING	Assistance	311.00
184.5030.5242.000	TT & C COOPERATIVE HOUSING	Assistance	197.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	conversion Fee Accounts Payable	1,750.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Conversion Fee GL Chart of Accounts	1,500.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Conversion Fee GL Converting Curren	2,500.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	conversion Fee Project Accounting	3,750.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	500.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	500.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	1,250.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	3,500.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	500.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	750.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	250.00
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	93.75
030.6021.5741.000	TYLER TECHNOLOGIES INC	Tyler Software	312.50
188.3040.5344.000	VALLEY SAFETY SERVICES ASSOCIATES,	3 Analysis of radioactive sealed sourc	123.00
188.3040.5472.000	VAUGHN, RANDY J	November mileage reimbursement	84.24
001.1050.5450.000	VERIZON WIRELESS	Monthly Cell Phone	(34.42)
001.1050.5450.000	VERIZON WIRELESS	Monthly Ipad Charge	50.84
184.5030.5242.000	VEST, LARRY	Assistance	450.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	2,500.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	600.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	350.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	1,000.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	200.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	800.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	500.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	125.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	500.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	200.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	200.00
188.3040.5410.000	VF SERVICES LLC	LHCP_208 N 4th Avenue_JRB	200.00
188.3040.5410.000	VF SERVICES LLC	LHCP_706 W Church_JB	1,200.00
188.3040.5410.000	VF SERVICES LLC	LHCP_706 W Church_JB	500.00
188.3040.5410.000	VF SERVICES LLC	LHCP_706 W Church_JB	750.00
121.8066.5344.000	VIETH CONSTRUCTION CORPORATION	29108009 INGLEDUE STORM SEWE	122,864.27
184.5030.5242.000	VILLAGE PARK APARTMENTS	Assistance	308.00
184.5030.5242.000	WARDEN, RICHARD	Assistance	270.00
184.5030.5242.000	WARREN, CONNIE	Assistance	227.00
184.5030.5242.000	WB REALESTATE INVESTMENTS	Assistance	188.00
001.1010.5132.000	WEEKLEY, SADIE J	Shoe Allowance - 5.11 Range Master	104.99
184.5030.5242.000	WEICHERS, BARTT	Assistance	280.00
184.5030.5242.000	WEIDNER, ROBIN	Assistance	227.00
884.7010.5339.000	WELLMARK INC	MEDICAL CLAIMS	67,416.10
184.5030.5242.000	WIEBENSOHN, LINDA	Assistance	106.00
610.8015.5980.000	WILSON, DEBRA K	Sewer Refund 2016 Outside Watering	17.15
184.5030.5242.000	WIND-HUSAK, DONNA	Assistance	399.00
190.1013.5450.000	WINDSTREAM IOWA COMMUNICATIONS	Service 10/19/16 to 11/18/16	76.44
610.8015.5151.000	WOLFE CLINIC P C	Hearing Test	35.00
184.5030.5246.000	WOOD, AMELIA	Assistance	42.00
001.6050.5600.000	WW GRAINGER	MATERIAL	72.90
110.2040.5600.000	WW GRAINGER	INDUSTRIAL HEADLAMP	125.04
110.2040.5718.000	WW GRAINGER	FISHTAPE	195.00
610.8015.5344.000	XEROX CORPORATION	November 2016 B/W Copies	33.34

610.8015.5344.000	XEROX CORPORATION	November 2016 Color Copies	17.39
610.8015.5344.000	XEROX CORPORATION	November 2016 Xerox Base Charge	39.00
184.5030.5242.000	ZAYN PROPERTIES LLC	Assistance	311.00
610.8016.5615.000	ZIEGLER INC	YMCA LS Generator Block Heater	127.97
			1,154,334.42

COUNCIL PROCEEDINGS

December 12, 2016

The Marshalltown City Council met in regular session on December 12, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamar, Martin, Schubert, Wirin. Lamar fully participated via speakerphone, being ill at home. Chief Rierson introduced Chief Cross. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of November 28, 2016; Approve Bill List in the amount of \$1,719,979.56; Approve August 2016 Financial Statements; Resolution 2016-244 Declaring 1992 Ontario Orion II and 2005 Optima Buses as Surplus Property; Tentative Resolution 2016-245 Accepting Subordination Agreement for Property Interest at 406 W State Street, Lead Abatement Project 533509192, Setting public hearing on December 27, 2016; STP Iowa Avenue East, Project 76015010, OMG Midwest, Inc.; Resolution 2016-246 Approving Contract Change Order #1, increase of \$3,237.95; Resolution 2016-247 Approving Certificate of Completion and final project costs of \$425,002.00; East Main Street Mill and Overlay Project 76015008, Manatt's, Inc.; Resolution 2016-248 Approving Contract Change Order #1, increase of \$18,139.37; Resolution 2016-249 Approving Certificate of Completion and final project costs of \$530,265.22; second by Martin. Consent agenda adopted 7-0.

REPORT

Kenn Vinson updated the council on the Alliant project, now being 97% complete.

RESOLUTIONS:

Schubert moved to adopt Resolution 2016-250 Approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services, second by Greer. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-251 Awarding Contract Boulder Contracting LLC, for Iowa River Trails Phase 1, project 40115012, 12th Street to Summit, \$779,613.50, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING – conveyance of land

Mayor Lowrance declared the public hearing open regarding conveyance of land to Interstate Power and Light Company, DBA Alliant Energy. There were no written or public comments either for or against the project. Public Works Director Justin Nickel recommended approval. The public hearing notice was not published prior to November 14 council action. Mayor Lowrance declared the public hearing closed.

Schubert moved to Ratify Resolution 2016-221, passed by council on November 14, 2016, Adopting Tentative Resolution Providing for the Conveyance and Transfer of Title by the City to Interstate Power and Light Company, authorizing execution and delivery of warranty deed, second by Greer. Resolution adopted 7-0.

ORDINANCE:

The first reading of an Ordinance to Amend Section 26-93, changing Church Street and Linn Street to two way traffic except for Linn Street by the Post Office (segment from 3rd Avenue to 4th Avenue will remain one way), died for lack of a motion.

DISCUSSION:

Stanley Consultants, Deb Mathias, presented a storm water rate update and three options for rate structure. The council discussed using a tiered rate system or one based on "ERU", equivalent residential unit, a unit of measurement being 1 ERU equal to 2800 sq ft of impervious surface area. The utility rate is required to provide total support of the system, and it is important for bonding position to maintain a healthy ending fund balance. The current rate is not sufficient to support the system and the projected ending fund balance for June 30, 2017, is estimated to be below the \$500,000 goal. The council asked for time to consider the information presented and asked for the topic discussed at the first regular council meeting in January.

COUNCIL PROCEEDINGS

December 12, 2016

The city obtained five acres on East LaFrentz Lane, specifically donated for installation of a fire department building or other public purpose. The previous owner requested the city return the property. Public Works Director Nickel recommended the property be returned as there is no foreseeable use for the property by the city in the next decade or so. The council anticipates action and a public hearing on the matter in January.

The council discussed the opinion of the Housing Board of Appeals and staff recommendation regarding sill height for basement bedrooms, rental housing code requirement, and whether an alternative of a step or other remedy is available. The rental housing code is set by ordinance, a change requires a change in the ordinance, and the remedy would be available to all affected properties. The council will consider the first reading of a change to the ordinance at noon on December 27, 2016. It is not the recommendation of staff to make the ordinance change, citing safety.

PUBLIC COMMENT:

Public Works Director Nickel informed the council Alliant will install the street light at Church Street and S 4th Street, as there was a light there at one time, at no cost.

CLOSED SESSION:

Schubert moved to enter into closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes, as the City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011, second by Martin. Motion adopted 7-0.

Greer moved to enter into open session, second by Gowdy. Motion adopted 7-0. Roll call, all seven members present.

Greer moved to the following Resolutions approving collective bargaining agreements, July 1, 2017 – June 30, 2020: Resolution 2016-252, Street and Utility Division, Public Works Department, Public, Professional and Maintenance Employees Local No. 2003, IUPAT; Resolution 2016-253, Water Pollution Control Plant, Chauffeurs, Teamsters and Helpers Local No. 238 affiliated with the International Brotherhood of Teamsters; Resolution 2016-254, Fire Department, The International Association of Firefighters, Local Union No. 16; second by Schubert. Resolutions adopted 7-0.

ADJOURNMENT

The meeting adjourned at 7:13 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

AN ORDINANCE AMENDING CHAPTER 15.5, "HOUSING CODE" OF THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, RELATING TO WINDOW SILL HEIGHT OF WINDOWS USED FOR EGRESS IN RENTAL HOUSING UNITS WITHIN THE CITY OF MARSHALLTOWN

Be it enacted by the City Council of the City of Marshalltown, Iowa:

SECTION 1: AMENDMENT TO SECTION 15.5-26 j)

Section 15.5-26 j) shall be amended as follows:

"Sec. 15.5-26. Housing quality standards.

j) Access; Performance requirement. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties and the building shall provide an alternate means of egress in case of fire, such as fire stairs or egress through windows, unless otherwise exempt by Building or Fire code.

1.) Every sleeping room shall have at least one operable window with a finished sill height not more than 44 inches above the floor or an exterior door approved for emergency egress or rescue.

i.) Egress windows in a basement sleeping room may have a sill height not more than 44 inches above a single permanent step which is installed under the following conditions:

1.) The run of the step measures between 10 and 12 inches from the wall.

2.) The rise of the step measures between 4 and 7-3/4 inches in height from the floor.

3.) The step is constructed of concrete and permanently attached to the floor using approved construction standards.

4.) The length of the step runs the full length of the window opening.

5.) A clear path of 24 inches around the step must be maintained at all times.

6) The step must be free and clear of any items at all times.

7) The edge of the step shall be marked with a distinctive marking to identify a difference in levels.

ii.) Failure to meet the conditions shall be cause for removal of any previously approved step and the window sill height shall become compliant measuring not more than 44 inches above the floor.

2.) Each window in a sleeping room shall have a minimum net clear opening of 5.7 square feet. The minimum net clear height shall be not less than 24 inches. The minimum net clear width shall not be less than 20 inches.

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY CLAUSE

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

invalid or unconstitutional.

SECTION 4: WHEN EFFECTIVE

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

Passed by the Council on this ____ day of _____, 2016, and signed the ____ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing ordinance No. ____ was published as required by law on the __ day of _____, 2016.

Shari L. Coughenour, CMC, City Clerk



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

December 6, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Housing Appeals Board Recommendation & Discussion

Policy Issue: The City of Marshalltown is mandated by the State of Iowa to administer a Rental Housing program. As part of that administration we have adopted minimum housing standards. Various established codes such as the Housing Quality Standards established by HUD and International Codes are adopted and/or used for guidance during the inspection process.

Mr. Darin Adams who is the property owner of 501 Newcastle Road recently appealed a failed item related to the required sill height for a window in a basement sleeping room. The City code reads as follows:

Sec 15.5-26 j.) Access; Performance requirement. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties and the building shall provide an alternate means of egress in case of fire, such as fire stairs or egress through windows.

- 1.) Every sleeping room below the fourth story shall have at least one operable window with a finished sill height not more than 44 inches above the floor or an exterior door approved for emergency egress or rescue. Each window in a sleeping room shall have a minimum net clear opening of 5.7 square feet. The minimum net clear height shall be not less than 24 inches. The minimum net clear width shall not be less than 20 inches.*

The existing sill height in the basement room which was being proposed for sleeping measured 49" from the floor. Additionally the window did not meet the net clear opening requirement which is being corrected according to the owner. At the hearing he stated new windows were being installed within the next week.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin



Mr. Adams requested that he be allowed to install a step in front of the window in order to satisfy the sill height requirement. The Housing Department denied this request. Mr. Adams appealed to the Housing Appeals Board.

The Housing Appeals Board was able to convene a quorum and the Board met on Friday, November 18, 2016, to hear the appeal. The minutes of that meeting are attached.

Sec 15.5-21 outlines the power to grant variances. Section b.) outlines the applicable process for when a Variance would significantly change the inspection criteria which would be the case with this item.

b.) Variances that, if granted, would significantly change the inspection criteria as prescribed by this chapter shall be submitted to the city council along with the board's recommendation for final approval. A significant change for the purposes of this section shall be:

1.) Modification of the acceptability criteria in section 15.5-26.

Recommendation by the Housing Appeals Board:

The Housing Appeals Board made the following recommendation to the City Council.

Brodin made a motion to recommend to the City Council to change the rental ordinance, modifying the bedroom sill height requirement to be a greater amount with staff recommendation related to the step size and material to satisfy the 44" height. Motion seconded by Schulze. Motion carried 3/1 (Brodin, Lynch and Cooper – Yes, Schulze – No).

Any change to the Housing Code would be an ordinance change. Staff has prepared an amendment which outlines minimum conditions of approval for allowing an addition which is an exception to the minimum standard. These conditions include items such as:

- Minimum size including width, height, rise and run.
- Limiting additions to basement sleeping rooms only.
- Allowable construction materials which are permanent (i.e. concrete).
- Identifiable markings.
- A limit of one step.
- Acknowledgement and enforcement by the owner that a free and clear path will be maintained.

Recommendation by the City Staff:

*The City staff maintains their position related to the issue and would recommend **no change** to the current ordinance.*

In 1976, building and fire codes began using the 44" maximum standard for sill height from the floor. During the City's early rental housing enforcement years allowances were made and exceptions granted which were not always consistent or in the best interest of occupants. For approximately twenty years our staff has worked hard to reduce these inconsistencies and when opportunities present themselves we do require compliance. City Inspectors have seen steps be

City Council
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Robert Schubert, Robert Wenner, Bethany Wirin

Marshalltown



2012

removed because tenants find them to be in the way. They become cluttered and inaccessible. They can become a trip hazard for an occupant creating a new danger.

The City requires compliance when a window is being replaced in an existing rental property or when a property is being converted from owner occupied to the renter occupied. We are unable to require compliance in an owner occupied home however we regularly provide guidance and information to home owners encouraging them to meet the standard for occupant safety.

Should the Council choose to adopt an amendment to the existing ordinance it is only applicable to rental housing standards for existing structures. New construction must still comply with the requirement as enforced by the Building Official. This creates potential for confusion in code understanding on the part of builders and contractors, which is another reason staff recommends no change be made.

Background: As previously stated, the City staff has consistently enforced the sill height measurement for a significant length of time. Staff strongly recommends that no change be made to the inspection criteria related to this issue.

Council has the authority to review codes and make changes to the ordinance. An ordinance amendment has been drafted for your consideration.

As previously described this is not an exception or variance for a single property this is a change to the ordinance affecting all rental properties.

Budget Impact: No direct impact to the budget.

Attachment: Housing Appeals Board minutes from Nov. 18, 2016

City Council
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Robert Schubert, Robert Wenner, Bethany Wirin

Marshalltown



2012

City of Marshalltown
Housing Appeals Board
November 18, 2016

Called to Order: 3:00PM

Present: Chris Brodin, Kurt Lynch, David Schulze, Karen Shipley Cooper
Absent: Beverly Espenscheid, Tina Eubanks

Motion made by Brodin to approved the agenda, second by Cooper, motion carried 4-0

#1 – Selection of Chair

Brodin made a motion nominating Schulze to serve as Chair, hearing no other nominations, motion seconded by Cooper, motion carried 4-0.

#2 Appeal re: basement bedroom sill height, Darin Adams, 501 Newcastle Road

Chair Schulze reviewed the current Code and explained to the Board this would be a Code change recommendation to the City Council not just for this property, but all rental properties.

Darin Adams, homeowner, presented to the Board information related to his request, which to put a step in a lower level room to meet the rental inspection code for egress windows sill height. Mr. Adams presented information related to other Cities standards on this subject, as well as drawing of the proposed step.

Michelle Spohnheimer, Housing and Community Development Director, discussed that the City of Marshalltown has not allowed steps for at least the last 15 years in rental properties because the Inspectors in the field see them removed, moved becoming hazards themselves or used a décor. Mr. Adams can still rent the property out and just not use that room as a sleeping space.

Scott Riemenschneider, Chief Building Official, discussed that the City has adapted the International Building Code of 2006, not the State Code which is a part of the State Fire Marshall. Riemenschneider did research on the code after email exchanges with Mr. Adams to make sure they are being consistent, further discussing the matter with the International Code Council who said the City's interruption was correct.

The deviation is 5" for Mr. Adams property. Brodin stated he would not discard the use of a step if it could be made permanent – i.e. a concrete step.

Brodin made a motion to recommend to the City Council to change the rental ordinance, modifying the bedroom sill height requirement to be a greater amount with staff recommendation

related to the step size and material to satisfy the 44” height. Motion seconded by Schulze.
Motion carried 3/1 (Brodin, Lynch and Cooper – Yes, Schulze – No).

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

Chapter 15.5 HOUSING CODE*

Cross reference(s)-Buildings and building regulations, ch. 7; unfair housing practices, § 16-23; mobile homes and mobile home parks, ch. 19; streets and sidewalks, ch. 26; swimming pools, ch. 26.5; water and sewers, ch. 28.

Article I. In General

- Sec. 15.5-1. Citation of chapter.
 - Sec. 15.5-2. Adoption of housing standards; statement of purpose.
 - Sec. 15.5-3. Application.
 - Sec. 15.5-4. Definitions and rules of construction.
 - Sec. 15.5-5. Violations and penalties.
 - Sec. 15.5-6. Application for a letter of compliance.
 - Sec. 15.5-7. Yearly registration.
 - Sec. 15.5-8. Fees.
 - Sec. 15.5-9. Issuance of letter of compliance.
 - Sec. 15.5-10. Inspections.
 - Sec. 15.5-11. Grant of letter of compliance.
 - Sec. 15.5-12. Denial or revocation of letter of compliance.
 - Sec. 15.5-13. Abatement of occupant noncompliance.
 - Sec. 15.5-14. Emergency abatement.
 - Sec. 15.5-15. Housing advisory board.
 - Sec. 15.5-16. Duties.
 - Sec. 15.5-17. Complaints filed.
 - Sec. 15.5-18. Procedures for processing complaints.
 - Sec. 15.5-19. Hearing.
 - Sec. 15.5-20. Effect of complaint; use of report.
 - Sec. 15.5-21. Power to grant variances.
 - Sec. 15.5-22. Jurisdiction of housing advisory board.
 - Secs. 15.5-23 – 15.5-25. Reserved.
- Article II. Minimum Property Standards
- Sec. 15.5-26. Housing quality standards.
 - Secs. 15.5-27 – 15.5-38. Reserved.
 - Sec. 15.5-39. Minimum requirements, fire safety.
 - Sec. 15.5-40. Maximum occupancy.
 - Sec. 15.5-41. Plumbing facilities.
 - Sec. 15.5-42. Rooming house, boardinghouse, dormitory rooms and other rooming units.
 - Sec. 15.5-43. Owner and occupant's responsibilities.
 - Sec. 15.5-44. Policy of city.
 - Sec. 15.5-45. Acquisition of abandoned houses for rehabilitation.
 - Sec. 15.5-46. Abatement of abandoned or unsafe buildings, code adopted.

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ARTICLE I. IN GENERAL

Sec. 15.5-1. Citation of chapter.

This chapter may be referred to as the "housing code of the City of Marshalltown, Iowa."
(Ord. No. 14437, 8-23-1993)

Sec. 15.5-2. Adoption of housing standards; statement of purpose.

- a.) The city adopts by reference the housing quality standards promulgated by the United States Department of Housing and Urban Development, as set forth in the Federal Register, December 29, 1978, part VII, section 882.109, and as provided for by I.C.A. § 562A.15.
- b.) The purpose of this chapter is to establish minimum health and safety standards for all rental housing in the city. These standards relate to the condition, maintenance, and occupancy of all dwellings, except owner-occupied single-family dwellings, and are intended to ensure that all rental housing is safe, sanitary and suitable.
- c.) If a provision of this housing code is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of the city, existing on the effective date of the ordinance from which this chapter derives, the provision which establishes the highest standard for the practical promotion and protection of the health and safety of the people shall prevail.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-3. Application.

This chapter applies to all rental dwelling units within the city, except hotels, motels, or buildings owned by the state or political subdivision thereof; state-licensed health and custodial facilities; and owner-occupied single-family dwellings.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-4. Definitions and rules of construction.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Meaning of certain words. The term "*dwelling*," "*dwelling unit*," "*rooming unit*," or "*premises*" shall be construed as though they were followed by the phrase "or any part thereof."

Acceptable or Approved. Acceptable or approved means in compliance with the provisions of this chapter.

Accessory Structure. Accessory structure means a detached structure located on the same premises as the principal structure that is not used, nor intended to be used, for living or sleeping by human occupants.

Adjoining grade. Adjoining grade means the elevation of the ground that extends three feet from the perimeter of the dwelling.

Approved. See Acceptable.

Appurtenance. Appurtenance means that which is directly or indirectly connected or accessory to a building.

Attic. Attic means the part of a building immediately below the roof and wholly or partly within the roof framing and may or may not be habitable.

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Basement. Basement means a portion or story of a building, next below the first or main floor, which may or may not be considered habitable space.

Bath. Bath means a bathtub or shower stall connected with both hot and cold water lines.

Bed and breakfast. See Boardinghouse.

Boardinghouse means any structure or that part of a structure containing one or more rooming units or one or more dormitory rooms and further provides meals that are prepared and served at a central location.

Building. Building means any structure built, used, designed, or intended for the support, shelter, protection, or enclosure of persons, animals, chattels, or property of any kind.

Cellar. Cellar means a space below the first or main floor, used or intended to be used for storage, a location for heating and building maintenance equipment, and shall not be considered habitable space.

Central heating system. Central heating system means a single system supplying heat to one or more dwelling units or more than one rooming unit.

Certificate of compliance. Certificate of compliance means a document certifying that the unit for which it is issued was in compliance with the applicable sections of this chapter at the time of last inspection.

Communal. Communal means used or shared by or intended to be used or shared by the occupants of two or more rooming units or two or more dwelling units.

Condominium. Condominium means a dwelling unit that is in compliance or conformance with the requirements of I.C.A. ch. 499B.

Cooperative. Cooperative means a dwelling unit that is in compliance or conformance with the requirements of I.C.A. ch. 499A.

Court. Court means an unoccupied open space, other than a yard, on the same lot with a building and which is bordered on two or more sides by the building.

Dining room. Dining room means a habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.

Dormitory. Dormitory means a room or group of rooms in a dwelling used or intended to be used for sleeping purposes by three or more persons per room.

Duplex. Duplex means any habitable structure containing two single-dwelling units. The classification shall be determined by the existence of two separate dwelling units, as defined in this chapter, and shall not be based upon the identity of the occupants.

Dwelling. Dwelling means any building, structure, or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.

Dwelling, multiple. See Multiple dwelling.

Dwelling, single-family. See Single-family dwelling.

Dwelling unit. Dwelling unit means any room or group of adjoining rooms located within a structure and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, eating, and sanitation.

Egress. Egress means an exit and also means an alternate route that provides reasonable safety for emergency exiting.

Emergency. Emergency means a life or health threatening condition or failure within or around a residential premises which requires immediate attention; a condition arising from actual or imminent failure and resulting in a substantial health or safety hazard to occupants or in substantial hazard to a dwelling. Failure that can create an emergency includes but is not limited to the following: structural collapse or failure; flood; fire; inflows of groundwaters, drainage, or surface waters; failure of a supplied utility such as electricity, gas, water, sewage, heat, but not cooling.

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Exit. Exit means a continuous and unobstructed means of egress to a public way and includes intervening doors, doorways, corridors, exterior-exit balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.

Extermination. Extermination means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the local or state authority having such administrative authority.

Family. Family means one or more persons each related to the other by blood, marriage, adoption, legal guardianship or as foster parent-children who are occupying a dwelling unit as one housekeeping organization and also includes not more than five persons not so related, or not more than eight emotionally or developmentally disabled or brain damaged persons along with persons providing for their care and occupying a dwelling unit as one housekeeping organization. The term "family" may include domestic servants residing with the family.

Garbage. Garbage means animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food, including but not limited to food waste, plastic containers, tin cans, glass bottles, and paper products.

Garbage container. Garbage container means any container that is in compliance or conformance with the requirements of chapter 13 of this Code.

Habitable room. Habitable room means a room or enclosed floor space within a dwelling unit or rooming unit, used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, kitchenettes, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and recreation rooms.

Housing inspector. Housing inspector means the official designated by the city administrator with approval of the city council to be responsible for the enforcement of this chapter and such other city employees, regardless of department, as have been trained in conducting inspections or parts of inspections.

Infestation. Infestation means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.

Kitchen. Kitchen means a room used or intended to be used for the storage and preparation of food and may contain facilities for the eating of meals.

Kitchen sink. Kitchen sink means a basin for washing utensils used for cooking, eating, and drinking, located in a kitchen or kitchenette and connected to both hot and cold water lines.

Kitchenette. Kitchenette means an area used solely for the storage and preparation of food.

Lavatory. Lavatory means a hand-washing basin connected to both hot and cold water lines, which is separate and distinct from a kitchen sink.

Living room. Living room means a habitable room within a dwelling unit that is used or intended to be used primarily for general living purposes.

Mobile home. Mobile home means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

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Multiple dwelling. Multiple dwelling means any dwelling containing three or more dwelling units or three or more rooming units or three or more of any combination thereof.

Occupant. Occupant means any person living in, sleeping in and/or cooking in or having actual possession of a dwelling unit or a rooming unit.

Operator. Operator means any person who is the agent of an owner who rents to another or has custody or control of a building or parts thereof in which dwelling units or rooming units are let or who has custody or control of the premises as a guardian, executor, receiver, administrator, or other similar assignee.

Owner. Owner means any person who has custody and/or control of the dwelling, dwelling unit, or rooming unit by virtue of legal or equitable title to such dwelling, dwelling unit or rooming unit.

Person. Person means any individual, firm, corporation, association, partnership, trust, or estate.

Placard. Placard means a display document showing that the unit for which it is issued has been determined to be unfit for human habitation.

Plumbing/mechanical. Plumbing/mechanical means and includes any or all of the following supplied or required facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents and any other similar supplied or required fixtures together with all connections to water, sewer, or gas services.

Premises. Premises means a lot, plot, or parcel of land including any buildings and/or accessory structures thereon.

Privacy. Privacy means the existence of conditions that will permit a person to carry out an activity without interruption or interference by unwanted persons.

Properly Connected. Properly connected means connected in accordance with the applicable city codes and ordinances; provided, however, that the application of this definition shall not require the alteration or replacement of any connection in good and safe working condition.

Public way means any sidewalk, street, alley, highway, or other thoroughfare established for travel by vehicles or persons and open or available for use by the general public or private ownership.

Recreation room. Recreation room means a room used primarily for general recreation purposes. This room shall be in addition to the minimum space and facility requirements for a dwelling unit or rooming unit.

Refuse. Refuse means waste material, except human or animal waste, such as garbage, rubbish, rags, lawn trimmings, cold ashes, and dead animals.

Refuse container. Refuse container means a container intended for the temporary storage of refuse, which is constructed of a durable material, with at least one opening which is supplied with a tight fitting cover, and is reasonably weatherproof and rodent proof.

Rental property. Rental property means any dwelling, dwelling unit, or rooming unit which is being held out or being offered for rent or is currently being let for rent and/or occupied by any person who is not related to the owner of the premises, except, during the period that such rental property is being held out or offered for rent, all sections of this chapter shall be applicable relating to inspections, but the owner or operator of such property shall not be in violation of the other requirements of this chapter if the requirements are corrected prior to the rental and occupancy of the rental unit unless

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the violations are affecting the health, safety, and welfare of the occupants of other rental units.

Roomer. Roomer means an occupant of a rental rooming unit or an occupant of a rental dwelling unit who is not a member of the family occupying the dwelling unit.

Rooming unit. Rooming unit means any room or group of adjoining rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for use by the occupants or for communal use in accordance with section 15.5-41 and, in addition, may have kitchen and dining facilities provided within the building available for use by the occupants therein.

Rooming house. Rooming house means any structure or that part of any structure containing one or more rental rooming units or one or more dormitory rooms.

Rubbish. Rubbish means inorganic waste material consisting of combustible and/or noncombustible materials.

Rules and regulations. Rules and regulations mean those administrative policies and procedures adopted by the housing code administrator for the efficient and effective management of housing inspection functions.

Safe. Safe means the condition of being reasonably free from danger and hazards that may cause accidents or disease.

Single-family dwelling. Single-family dwelling means a structure containing one dwelling unit.

Story. Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or unused under-floor space is more than six feet above grade, as defined in this chapter, for more than 50 percent of the total perimeter or is more than 12 feet above grade as defined in this chapter at any point, such basement or unused under-floor space shall be considered as a story.

Substandard housing. Substandard housing means any rental unit or portion thereof, including any dwelling unit, guestroom or suite of rooms or the premises on which such is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof:

- a.) Substandard conditions shall include but not be limited to the following:
 - 1.) Lack of or improper water closet, lavatory, bathtub or shower.
 - 2.) Lack of or improper kitchen sink.
 - 3.) Lack of hot and cold running water to plumbing fixtures.
 - 4.) Lack of adequate heating facilities.
 - 5.) Lack of or improper operation of required ventilating equipment.
 - 6.) Lack of minimum amounts of natural light and ventilation required by this chapter.
 - 7.) Room and space dimensions less than required by this chapter.
 - 8.) Lack of required electrical lighting.
 - 9.) Dampness of habitable rooms.
 - 10.) Infestation of insects, vermin or rodents as determined by the health officer.
 - 11.) General dilapidation or improper maintenance.
 - 12.) Lack of connection to the required sewage disposal system.

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- 13.) Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.
- b.) Structural hazards shall include but not be limited to the following:
- 1.) Deteriorated or inadequate foundations.
 - 2.) Defective or deteriorated flooring or floor supports.
 - 3.) Flooring or floor supports of insufficient size to carry imposed loads with safety.
 - 4.) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.
 - 5.) Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety.
 - 6.) Members of ceilings, roofs, ceiling and roof supports or other horizontal members that sag, split or buckle due to defective material or deterioration.
 - 7.) Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety.
 - 8.) Fireplaces or chimneys which list, bulge or settle due to defective material or deterioration.
 - 9.) Fireplaces or chimneys that are of insufficient size or strength to carry imposed loads with safety.
- c.) Hazardous wiring shall mean all wiring except that which conformed to all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner.
- d.) Hazardous plumbing shall mean all plumbing except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross connections and siphonage between fixtures.
- e.) Hazardous mechanical equipment shall mean all mechanical equipment, including vents, except that which conformed to all applicable laws in effect at the time of installation and which has been maintained in good and safe condition.
- f.) Faulty weather protection shall include but not be limited to the following:
- 1.) Deteriorated, crumbling or loose plaster.
 - 2.) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors.
 - 3.) Defective or lack of weather protection for exterior wall coverings including lack of paint, or weathering due to lack of paint or other approved protective covering.
 - 4.) Broken, rotted, split or buckled exterior wall coverings.
- g.) Fire hazard shall mean any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the chief of the fire department, is in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
- h.) Faulty materials of construction shall mean all materials of construction except those which are specifically allowed or approved by this chapter and the building code and which have been adequately maintained in good and safe condition.
- i.) Hazardous or unsanitary premises shall mean those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, flammable or combustible materials and similar materials or conditions which constitute fire, health or safety hazards.

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- j.) Inadequate maintenance shall mean any building or portion thereof that is determined to be an unsafe building in accordance with the city building code.
- k.) Inadequate exits shall mean all buildings or portions thereof not provided with adequate exit facilities as required by this chapter except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and which have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition or any change in occupancy. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed.
- l.) Inadequate fire protection or firefighting equipment shall mean all buildings or portions thereof which are not provided with the fire resistive construction or fire extinguishing systems or equipment required by this chapter except those buildings or portions thereof which conformed with all applicable laws at the time of their construction and whose fire resistive integrity and fire extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition or any change in occupancy.
- m.) Improper occupancy shall mean all buildings or portions thereof occupied for living, sleeping, cooking or dining purposes that were not designed or intended to be used for such occupancies.

Supplied. Supplied means paid for, furnished by, provided by, or under the control of the owner or operator.

Temporary housing. Temporary housing means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than 30 days.

Toilet. Toilet means a water closet, with a bowl and a trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim.

Variance. Variance means a difference between that which is required or specified and that which is permitted.

(Ord. No. 14437, 8-23-1993)

Cross reference(s)-Definitions generally, § 1-2.

Sec. 15.5-5. Violations and penalties.

- a.) No owner or operator shall rent or offer for rent any dwelling unit for use in whole or in part for human habitation, unless a valid letter of compliance has been issued for any such dwelling unit to the current owner, subject to the following exceptions:
 - 1.) Any dwelling unit in which a valid letter of compliance issued to a previous owner is in effect at the time of acquisition by the current owner, and the current owner has filed an application for a letter of compliance; or
 - 2.) Any dwelling unit in which a valid letter of compliance is not in effect at the time of acquisition by the current owner and the current owner has filed an application for a letter of compliance, and any of the following has occurred:
 - i.) The housing inspector conducted an inspection of the dwelling unit, and it was found to conform to the requirements of this chapter;
 - ii.) After an inspection conducted by the housing inspector resulting in a finding that the dwelling unit failed to conform to the requirements of this chapter, the current owner entered into a written agreement with the housing

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inspector, detailing a program to abate nonconformance with the requirements of this chapter, and such agreement was successfully completed or is still in effect; or

iii.) The housing inspector failed to conduct an inspection of the dwelling unit within ten working days from the filing of an application for a letter of compliance for the dwelling unit by the current owner. However, if the housing inspector thereafter conducts an inspection, the exception provided by this subsection shall no longer be in effect, and the requirements of subsections (a)(2)a and (a)(2)b of this section shall apply.

iv.) Annual registration of residential rental property shall constitute an application for the letter of compliance.

- b.) No person shall occupy nor shall the owner or operator allow any person to occupy any dwelling unit more than 30 days after the effective date of the denial or revocation of a letter of compliance for that dwelling unit or after the housing inspector finds that the vacation of the dwelling unit is necessary before abatement of a nonconformance can reasonably proceed.
- c.) No person shall occupy nor shall the owner or operator allow any person to occupy any dwelling unit in excess of the maximum occupancy permitted in section 15.5-40.
- d.) No person shall permit a state of nonconformance to exist after the time set by the housing inspector for abating the nonconformance.
- e.) No person shall fail to fulfill the specific obligations placed upon the person by the sections of this chapter relating to minimum property standards, whether the person is owner, operator or occupant.
- f.) No owner of property regulated by this chapter shall fail or refuse to pay a fee in the method and within the time required, prescribed by section 15.5-8 and applicable resolutions of the city council, nor shall any owner fail to submit a completed registration form to the housing inspector, in accordance with the requirements of section 15.5-7.
- g.) Willful or repeated noncompliance with the requirements of this chapter by the owner, operator, or occupant shall constitute a misdemeanor, punishable by a fine of up to \$100.00, or imprisonment up to 30 days in the county jail. Each day of noncompliance will constitute a separate violation.
- h.) Persons in violation of subsections (a) through (f) of this section may, for each such violation, be cited for a municipal infraction and be subject to such civil penalties as defined in I.C.A. § 364.22. Such persons shall also be liable in such case for all costs, expenses, and disbursement of any such violation. Such persons shall also be liable to eviction or to revocation of the letter of compliance.
- i.) The housing inspector, upon finding an apparent violation of this section, may institute appropriate legal proceedings.
- j.) Application for a hearing under section 15.5-17 shall stay the effective date of the enforcement of this section unless an emergency exists.
- k.) Violation of Section 21-60 by an owner of property subject to the Marshalltown Housing Code shall also constitute a violation of the Marshalltown Housing Code enforceable by collection of a reasonable fee for inspection and enforcement procedures assessed as taxes to that property following the notice provisions described herein.
- l.) Violation of Section 13-9 by an owner of property subject to the Marshalltown Housing Code shall also constitute a violation of the Marshalltown Housing Code

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enforceable by collection of a reasonable fee for inspection and enforcement procedures assessed as taxes to that property following the notice provisions.
(Ord. No. 14437, 8-23-1993; Ord. No. 14558, §§ 1-6, 2-10-1997; Ord. 14896 §1, 1-23-2012)

Sec. 15.5-6. Application for a letter of compliance.

- a.) Application for a letter of compliance with this chapter shall be submitted in writing, on forms provided, to the housing inspector by the owner or operator who shall be required to provide all requested information, including but not limited to the following:
 - 1.) The address of the dwelling.
 - 2.) The number and type of dwelling units in the dwelling.
 - 3.) The zoning district in which the dwelling is located.
 - 4.) The names, addresses, and telephone numbers of the following:
 - i.) The owner.
 - ii.) The operator, who must be one natural person living close enough to the city so as to conveniently act as agent or operator, or such other person with whom the housing inspector will communicate with respect to the dwelling unit and the requirements of this chapter.
- b.) The failure of the applicant to provide any of the information required by subsection (a) of this section may prevent the application from becoming effective for the purposes of this chapter, notwithstanding the payment of any fees.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-7. Yearly registration.

- a.) The registration form for the letter of compliance with this chapter shall request an updating of at least the same information as required by section 15.5-6 and shall be submitted to the housing inspector prior to July 31 of each year or within 14 days of closure when acquiring residential rental property.
- b.) The housing inspector shall mail a registration form to all registered residential property owners by July 1 of each year. The owner shall return the completed registration form to the housing inspector within 30 days of receipt of the form. Failure to complete or return the registration form shall result in a revocation of the letter of compliance or denial of the application for the letter of compliance and/or shall be cited as a municipal infraction.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-8. Fees.

There shall be established annually a reasonable schedule of fees for the purpose of partially defraying the cost of inspection, enforcement and administration of the provisions of this chapter. The fee schedule and the times and methods for payment thereof shall be established by resolution of the city council. Amounts due and payable under such schedule of fees shall constitute a debt owed to the city and may be enforced and collected as such. Failure or refusal to pay fees required shall also constitute a violation of this section.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-9. Issuance of letter of compliance.

A letter of compliance issued for a dwelling unit shall be effective until there is a change in ownership or operation, unless sooner revoked pursuant to section 15.5-12.

(Ord. No. 14437, 8-23-1993)

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Sec. 15.5-10. Inspections.

- a.) The housing inspector shall arrange to inspect the dwelling by contacting the person designated as agent, pursuant to subsection 15-5.6(a)(4), and requesting that person to set a time for the inspection.
- b.) The operator shall arrange such inspection within a reasonable time, not to exceed two weeks from the date of the housing inspector's request for inspection. Failure of the operator to do so may result in denial or revocation of the letter of compliance.
- c.) The operator or agent shall be present at the dwelling at the time set for inspection and shall accompany the inspector during such inspection. The designee shall have access to the entire dwelling.
- d.) The housing inspector shall conduct all inspections during reasonable hours of the day and after presentation of proper identification. The owner may arrange and the occupant shall have the opportunity to be present during an inspection; such arrangements to be made by the operator. Written application for a letter of compliance shall constitute consent by the owner to an inspection. Arrangements to enter shall be made with the occupant. In all cases, if the occupant or owner of a dwelling unit refuses entry to conduct an inspection, the housing inspector shall not conduct any such inspection without a search warrant.
- e.) The housing inspector shall, whenever possible, inspect any dwelling at the request of the owner or upon receipt of a complaint from a person with demonstrable interest and evidence that the subject matter of the complaint has been reported to the operator. In addition, the housing inspector may, at the housing inspector's own discretion, inspect any dwelling as frequently as necessary. For the purposes of this subsection, the following shall apply:
 - 1.) Persons with demonstrable interest are the owner, occupant or other occupant in the same dwelling; or the owner or occupant of other premises within 500 feet of the premises in question.
 - 2.) A complaint shall be whatever is injurious to health, indecent or offensive to the senses or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life and property, as provided in the definition of the term "nuisance" in subsection 21-61(17) of this Code.
 - 3.) The fact that a complaint of nonconformance with this chapter is made by the occupant shall not be used as a ground, cause, or basis for termination of the tenancy or reduction of services by the owner.
 - 4.) No person shall maintain an action for eviction of an occupant of property owned by such person when seeking to evict the occupant because the occupant has reported a violation of this chapter or a related section of the Code to the housing officer or other city employees.
 - 5.) If the housing officer requires an owner, operator or lessee to repair a dwelling unit, nothing in this section shall prohibit the latter from increasing the rent charged for the dwelling unit within 90 days from the completion of the required repairs. If the rent is increased within the 90-day period, an amount not less than the increased rent must be charged for the rental of such repaired dwelling unit for 12 consecutive months following the effective date of rent increase.
 - 6.) No owner, operator, occupant or utility company shall cause any service, facility, equipment or utility which is required under this chapter to be removed from or shut off from or discontinued for any occupied dwelling, dwelling unit or rooming unit, except for such temporary interruption as may be necessary, while

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actual repairs or alterations are in progress, or temporarily during emergencies. However, a utility company may remove, discontinue, or shut off such service when such may be done in accordance with established policy of the respective company relating to credit regulations.

f.) During the course of an inspection, if the observations of the housing inspector suggest that an elevator is not in safe and operating condition, the housing inspector shall report such observations to the state labor commissioner so an inspection may be conducted pursuant to I.C.A. ch. 89A.

g.) Nothing contained in this section shall be interpreted or deemed to be a repeal, amendment, modification or dispensation of any housing standard or inspection requirement established by state laws.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-11. Grant of letter of compliance.

a.) If after inspection the dwelling is found to conform to the requirements of this chapter, the housing inspector shall issue a letter of compliance.

b.) At the final inspection of a rental unit after construction or remodeling requiring a building permit, the building inspector shall include the provisions of this chapter in the inspection, and if the dwelling unit conforms, the inspector shall issue a letter of compliance. If dwelling units of a duplex or multiple dwelling are not all completed at the same time, the housing inspector may issue a letter of compliance for each dwelling unit conforming to the provisions of this chapter.

c.) A copy of the letter of compliance shall be available for inspection at the inspection office.

d.) The letter of compliance shall include at least the information contained in the application, the date of inspection, the name of the inspector and the date of issue.

e.) For multiple dwellings, the inspector may issue a letter of compliance for the entire dwelling that includes all the required information and that lists the address and maximum occupancy for each dwelling unit.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-12. Denial or revocation of letter of compliance.

a.) If after inspection a dwelling unit is found in nonconformance with the requirements of this chapter, the housing inspector shall promptly notify the operator in writing of the reasons for nonconformance and shall record the notice with the housing inspector's copy of the letter of compliance or application for the letter.

b.) Nonconformance shall be abated within 30 days or at the termination of any written agreement between the housing inspector and the owner.

c.) The operator may, within 30 days of the notice of nonconformance, enter into a written agreement with the housing inspector detailing a program to abate nonconformance requiring 30 or more days, during which time section 15.5-5 shall be stayed.

d.) If the operator does not enter into an agreement under subsection (c) of this section and if the dwelling unit is presently occupied, the housing inspector shall, within 30 days of the notification of nonconformance, notify the occupants of each affected dwelling unit by mail, addressed to "occupant," of the reasons for nonconformance, that eviction may be imminent and of the right to a hearing. However, failure of such occupants to receive such notice shall not bar proceedings

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to enforce any denial or revocation of the letter of compliance against the owner/operator.

- e.) The owner/operator shall be entitled to one free re-inspection by the housing inspector to determine whether the terms of the agreement have been fulfilled.
- f.) The tenant may, within two weeks of being notified of the nonconformance by the housing inspector, appeal to the housing appeal board for permission to abate by repair and deduct. The appeal shall be granted if:
 - 1.) The nonconformance was not caused by an occupant or other person on the premises with the consent of the occupant.
 - 2.) The reasonable cost of abatement is less than \$500.00 or one month's rent, whichever is greater. The appeal shall include two written estimates from appropriate firms of the cost to abate, and the appeal board shall decide which estimate shall be accepted.
 - 3.) The operator has been notified in writing of the tenant's intention to appeal for repair and deduct. The tenant shall submit an itemized paid statement, with lien waivers from suppliers of materials and labor for the abatement, to the owner and deduct from the next rental payment, or bill the owner for the actual cost of the repair work or the amount specified in subsection (f)(2) of this section, whichever is less.
- g.) The letter of compliance shall be denied or revoked if:
 - 1.) The owner/operator does not enter into an agreement with the housing inspector to abate the nonconformance, and the nonconformance has not been promptly abated;
 - 2.) The dwelling unit is not in conformance at the end of the period specified by the inspector in the written agreement. However, the inspector may extend the time specified in the agreement if, through no fault of the owner and despite good faith efforts to comply, the work has been delayed; or
 - 3.) The housing inspector knows that the dwelling unit is in violation of the city zoning ordinance. This subsection shall not be construed to require the housing inspector to be knowledgeable of city zoning ordinances.
- h.) Upon denial or revocation of the letter of compliance, the housing inspector shall notify the operator and the occupants in writing.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-13. Abatement of occupant noncompliance.

- a.) If after inspection the occupant is found in noncompliance with the requirements of this chapter, the housing inspector shall promptly notify the occupant and the operator of the reasons for nonconformance.
- b.) If the occupant does not abate the noncompliance within a time set by the housing inspector, the inspector may proceed against the occupant and, if the noncompliance is substantial, shall require abatement by the operator within a reasonable time, not to exceed 30 days, unless the owner enters into a written agreement for additional time for abatement. The operator may assess the reasonable cost thereof to the occupant plus the costs of additional inspection.
- c.) The dwelling unit shall be provided one free inspection by the housing inspector to determine whether the noncompliance has been abated.

(Ord. No. 14437, 8-23-1993)

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Sec. 15.5-14. Emergency abatement.

- a.) If an emergency seems to exist under this chapter and the occupant cannot obtain prompt relief from the operator, the occupant or other person may ask the housing inspector to find that an emergency does exist that constitutes a substantial hazard to the occupant's health and safety.
- b.) If the housing inspector finds that such an emergency exists and that the owner or operator will not or cannot within a reasonable time abate the emergency and that the emergency can be readily abated, the housing inspector shall cause abatement and shall notify the owner by certified mail of the actions taken, the cost to be assessed, and the owner's right to appeal under section 15.5-17.
- c.) If the housing inspector finds that an emergency exists that cannot be readily and reasonably abated, the letter of compliance shall be immediately revoked or the application immediately denied.
- d.) If no emergency is found to exist, yet there is noncompliance, the housing inspector shall proceed under section 15.5-12.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-15. Housing advisory board.

- a.) There is established a board, known as the housing advisory board, which shall consist of six members, at least four of whom are qualified by experience and training to pass upon matters pertaining to housing code enforcement. Members shall be appointed by the mayor and confirmed by the city council and shall serve without compensation.
- b.) From and after the effective date of Ordinance No. 14437, only persons holding the particular qualifications of subsection (d) of this section shall be appointed to the housing advisory board, as membership vacancies appear, until the housing advisory board membership fully conforms to the requirements of such subsection.
- c.) Any three members shall constitute a quorum.
- d.) The housing advisory board shall consist of the following separate persons: one state-licensed realtor; one state-registered architect or engineer; one contractor experienced in remodeling; one lending institution representative; and two representatives of the general public, one of whom shall be a landlord. Each board member shall have had at least five years' experience in his or her respective field.
- e.) If the death, removal for just cause, or resignation of any member occurs, that member's successor shall be appointed to serve for the unexpired period of the term of the member no longer serving.

(Ord. No. 14437, 8-23-1993)

Cross reference(s)-Boards and commissions, § 2-142 et seq.

Sec. 15.5-16. Duties.

The housing advisory board shall:

- a.) Hold hearings when necessary and issue specific recommendations to the city council.
- b.) From time to time render to the city council a written report of its activities and general recommendations.
- c.) Adopt such rules and regulations as may be necessary to expedite and effectuate the provisions of this chapter.
- d.) Annually elect a chair from among them to act as an administrative officer and to sit at meetings and hearings as presiding officer.

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e.) Have authority to grant variances to this chapter pursuant to section 15.5-21.
(Ord. No. 14437, 8-23-1993)

Sec. 15.5-17. Complaints filed.

a.) Any person claiming to be aggrieved by any notice served upon that person under this chapter may file with the housing officer a written complaint, requesting a hearing before the housing advisory board; such complaint shall be accompanied by a receipt from the city clerk for the nonrefundable filing fee in the amount set therefore by resolution of the city council. A complaint must be filed within ten days after a person receives a notice. All notices served under this chapter shall advise the persons served of their opportunity to be heard, the manner in which complaints under this section are to be filed, the amount of the filing fee set by the city council, that they have the right to produce witnesses in their own behalf, and that they have the right to be represented by counsel.

b.) In addition to the nonrefundable filing fee, any person requesting a hearing shall pay a deposit of \$100.00 with the city clerk. If the person requesting the hearing fails to appear at the time and date scheduled for the hearing, the deposit of \$100.00 shall be forfeited to the city. If the requesting party appears at the hearing, the deposit of \$100.00 shall be returned to the person who made the original payment. The deposit shall not be forfeited if the person requesting the hearing notifies the city clerk 24 hours in advance that the hearing is no longer requested. The deposit of \$100.00 shall not be returned to an individual who has cancelled two or more hearings.

(Ord. No. 14437, 8-23-1993; Ord. No. 14538, § 1, 3-25-1996)

Sec. 15.5-18. Procedures for processing complaints.

After receiving a complaint filed under section 15.5-17, the housing officer shall forthwith notify the chair of the housing advisory board. The chair shall set a time, place, and date of hearing and notify the complainant and other board members of the time, place and date of hearing not less than three days before the date. The chair may change the time, place, and date for such good cause shown.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-19. Hearing.

a.) At the hearing on the complaint filed under this article, the complainant shall be afforded a full opportunity to be heard and shall have the right to produce witnesses and to be represented by counsel. After hearing all relevant evidence, the housing advisory board shall summarize the proceedings in writing and transmit a copy with a recommendation to the housing officer within three days. The board may request assistance from the city attorney's office in formalizing its findings and determinations, which shall be issued in written form.

b.) Hearings shall be open to the public during the presentation of testimony and other evidence and during any argument or discussion the board may permit.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-20. Effect of complaint; use of report.

After a complaint is filed under this chapter, the housing officer shall stay all proceedings under this chapter until he or she has received a report from the housing advisory board. All such reports shall be submitted to the city council as attachments to any

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related request to proceed with legal action under this chapter, or as separate reports if no further legal action is contemplated.
(Ord. No. 14437, 8-23-1993)

Sec. 15.5-21. Power to grant variances.

- a.) Upon application of an owner of an existing dwelling and after a hearing as provided in section 15.5-19, the housing advisory board shall have the power to grant a variance from the provisions of this chapter, if the owner can show that:
 - 1.) The burden on the owner to meet the requirements of this chapter outweighs any resulting benefit to the public health and safety;
 - 2.) Because of the design or construction of the dwelling it would be impractical to meet the requirements of this chapter or that it would cause undue hardship to meet such requirements;
 - 3.) Strict adherence to this chapter would be arbitrary; and
 - 4.) Such a variance would be in harmony with the intended spirit and general purpose of this chapter to secure the public health, safety and welfare.
- b.) Variances that, if granted, would significantly change the inspection criteria as prescribed by this chapter shall be submitted to the city council along with the board's recommendation for final approval. A significant change for the purposes of this section shall be:
 - 1.) Modification of the acceptability criteria in section 15.5-26.
 - 2.) Modification of the requirements specified in sections 15.5-40, 15.5-41, and 15.5-42.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-22. Jurisdiction of housing advisory board.

The jurisdiction of the housing advisory board is limited to this chapter. Nothing in this section is intended to repeal, amend, or modify the jurisdiction of any boards of appeal created by state law with jurisdiction to enforce state housing or building laws.

(Ord. No. 14437, 8-23-1993)

Secs. 15.5-23 – 15.5-25. Reserved.

ARTICLE II. MINIMUM PROPERTY STANDARDS

Sec. 15.5-26. Housing quality standards.

- a.) Sanitary facilities.
 - 1.) Performance requirements. The dwelling unit shall include its own sanitary facilities that are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 2.) Acceptability criteria. A flush toilet in a separate room, a fixed basin with hot and cold running water, and a shower or tub and hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.
- b.) Food preparation and refuse disposal.
 - 1.) Performance requirement. The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be

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adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary.

2.) Acceptability criteria. The unit shall contain the following equipment in proper operating conditions: cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the owner or the family, and a kitchen sink with hot and cold running water. The sink shall drain into an approved public or private system. Adequate space for the storage, preparation and serving of food shall be provided. There shall be adequate facilities and services outdoors for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

c.) Space and security.

1.) Performance requirements. The dwelling unit shall afford the family adequate space and security.

2.) Acceptability criteria. A living room, kitchen area, and bathroom shall be present; and the dwelling unit shall contain at least one sleeping or living/sleeping room. Exterior doors and windows accessible from outside the unit shall be lockable.

d.) Thermal environment.

1.) Performance requirement. The dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.

2.) Acceptability criteria. The dwelling unit shall contain safe heating facilities that are in proper operating condition and can provide adequate heat to each room in the dwelling unit appropriate for the climate to assure a health living environment. Unvented room heaters that burn gas, oil, kerosene or operate by electricity are unacceptable.

e.) Illumination and electricity.

1.) Performance requirement. Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.

2.) Acceptability criteria. Living and sleeping rooms shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area. At least two 115v duplex electrical convenience outlets shall be present and adequately located in the living area, kitchen area, and each bedroom area. All electrical wiring shall be maintained in a safe condition, shall be used in a safe manner, and properly operated for the use for which it is intended.

f.) Structure and materials.

1.) Performance requirement. The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.

2.) Acceptability criteria. Ceiling, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose structural surface materials, severe buckling or movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weather tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. A railing is required where three or more stair risers are present. The condition and equipment of interior and exterior

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stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling. Habitable rooms in basements or cellars shall be free of excessive water leakage or moisture. Elevators shall be maintained in safe and operating condition. In the case of a mobile home, a tie down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding shall securely anchor the home.

g.) Interior air quality.

- 1.) Performance requirement. The dwelling unit shall be free of pollutants in the air at levels that threaten the health of the occupants.
- 2.) Acceptability criteria. The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, excessive dust, and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one operable window or other adequate exhaust ventilation.

h.) Water supply.

- 1.) Performance requirement. The water supply shall be free from contamination.
- 2.) Acceptability criteria. The unit shall be served by an approved public or private sanitary water supply.

i.) Lead based paint.

- 1.) Performance requirement. The dwelling unit shall be in compliance with HUD lead based paint regulations, 24 CFR 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act, 24 USC 4801; and the owner shall provide a certification that the dwelling is in accordance with such HUD regulations. If the property was constructed prior to 1950, the family upon occupancy shall have been furnished the notice required by HUD lead based paint regulations and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning.
- 2.) Acceptability criteria. Same as performance requirement.

j.) Access; Performance requirement. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties and the building shall provide an alternate means of egress in case of fire, such as fire stairs or egress through windows.

- 1.) Every sleeping room below the fourth story shall have at least one operable window with a finished sill height not more than 44 inches above the floor or an exterior door approved for emergency egress or rescue. Each window in a sleeping room shall have a minimum net clear opening of 5.7 square feet. The minimum net clear height shall be not less than 24 inches. The minimum net clear width shall not be less than 20 inches.

k.) Site conditions performance requirement. The site shall not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank backups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibration or vehicular traffic, excessive accumulation of trash, vermin or rodent infestations, or fire hazards.

l.) Sanitary condition.

- 1.) Performance requirement. The unit and its equipment shall be in sanitary condition.

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2.) Acceptability criteria. The unit and its equipment shall be free of vermin and rodent infestation.

m.) Early warning fire protection system.

1.) Performance requirement. The owner shall provide smoke detectors for each dwelling unit and rooming unit. If the smoke detector within an individual dwelling unit or rooming unit requires routine replacement of batteries for proper operation, the owner or operator may require the tenant of the dwelling unit or rooming unit to be responsible for such. In this event, the owner or operator shall adequately notify the tenant of this responsibility. Smoke detectors located in common area of multiple dwellings or rooming houses such as stairways, corridors and basements shall be maintained by the owner or operator of the dwelling. No persons shall alter or tamper with a smoke detector or otherwise interfere with its operating characteristics.

2.) Acceptability criteria. All dwelling units and rooming houses shall be provided with smoke detectors as approved by the housing inspector on each level of the dwelling unit to include each story and unoccupied basement. The detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or the area giving access to rooms used for sleeping purposes. Smoke detectors hereafter installed in areas where sleeping rooms are on an upper level shall be placed above the stairway. All detectors shall be located according to manufacturer's directions. Care shall be exercised to ensure that the installation will not interfere with the operating characteristics of the detector. When actuated, the detector shall provide an alarm for the dwelling unit or rooming unit.

n.) Additional provisions for multiple dwellings and rooming houses containing more than four persons not related to the owner or operator by blood, marriage, or legal adoption.

1.) Performance requirement. All multiple dwellings and rooming houses shall comply with the fire safety rules provided for in section 680-5.803(100), of the Iowa Administrative Code.

2.) Acceptability criteria.

i.) Exits. Each living unit and rooming unit shall have access to at least two separate exits that are remote from each other and are reached by travel in different directions.

a.) Exception no. 1: Any dwelling unit or rooming unit, which has an exit directly to the street or an enclosed stairway with fire resistance rating of one hour or more serving that unit only and not communicating with any floor below the level of exit discharge or other area not a part of the unit served, may have a single exit.

b.) Exception no. 2: A building of any height with not more than four dwellings or rooming units per floor with smoke proof tower or outside stair as the exit, immediately accessible to all units served thereby, may have a single exit. The term "immediately accessible" means a travel distance of 20 feet maximum from the door of a unit to the door of an open-air vestibule or balcony leading to a smoke proof tower.

c.) Exception no. 3: Any building three stories or less in height with no floor below the level of exit discharge or, in case there is such a floor, with the street floor construction of at least one-hour fire resistance may have a single exit, under the following conditions:

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1.) The stairway is completely enclosed with a partition having a fire resistance rating of at least one hour with self-closing 20-minute fire protection rated doors protecting all openings between the stairway enclosure and the building.

2.) The stairway does not serve any floor below the level of exit discharge.

3.) All corridors serving as access to exits have at least one-hour fire resistance rating.

4.) There is not more than 20 feet of travel distance to reach an exit from the entrance door of any dwelling unit or room unit.

ii.) Enclosure protection of exits. All stairways, elevators shafts and other vertical openings shall be enclosed or protected with material equal to one-hour fire resistive construction. All required exit stairs, which are located so that it is necessary to pass through the lobby or other open space to reach the outside of the building, shall be continuously enclosed down to the lobby level.

a.) Reserved.

b.) Unprotected vertical openings may be permitted in fire-resistive buildings with a class A finish, or in sprinklered buildings, not to exceed two floors. This subsection is to permit open stairways from the lobby to the mezzanine level or open stairs from the lobby to basement areas used for hotel purposes.

c.) Wire glass, not to exceed 900 square inches on any single frame, may be used in stairway doors.

d.) All doors to stairway enclosures shall be protected by fire assembly having a one-hour fire protection rating and shall be self-closing.

iii.) Interior finish. The exit ways, lobbies, public assembly meeting rooms and corridors shall have class A interior finish. Class A finish shall mean the use of materials having a flame spread of less than 25 as rated by the National Board of Underwriters Laboratories.

iv.) Exit lighting and signs. All apartment buildings two or more stories high and having more than ten apartment units, shall have corridor and exit signs. The illumination of corridor and exit signs shall be such that people of normal vision can move freely, and the exit signs shall be legible at all times from any common corridor area.

v.) Hazardous occupancies. Hazardous occupancies in apartment buildings such as boiler rooms, utility rooms and general storage areas shall be protected by walls and fire doors constructed of materials providing at least a minimum of one-hour fire rating.

vi.) Fire protection equipment and devices. Approved type fire extinguisher shall be provided on each floor, so located that they will be accessible to the occupants, and spaced so that no person will have to travel more than 75 feet from any point to reach the nearest extinguisher. Additional extinguishers may be installed in areas that constitute a special hazard. The housing inspector shall determine type and number of portable fire extinguishers. As a guideline, each multiple-dwelling unit may be equipped with fire extinguishers having a 2A-ABC rating in common areas or a 1A-ABC rating within individual dwelling units. A qualified technician shall service each fire extinguisher annually or other person approved by the Marshalltown Fire Department.

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Secs. 15.5-27 – 15.5-38. Reserved.

Sec. 15.5-39. Minimum requirements, fire safety.

The minimum fire safety standards applicable to all dwelling units shall be those set forth in any code as may be duly adopted by the city or as may be promulgated by the state.
(Ord. No. 14437, 8-23-1993)

Sec. 15.5-40. Maximum occupancy.

In all cases, each dwelling unit shall provide habitable floor space totaling at least 150 square feet for the first occupant and 100 square feet for each additional occupant.
(Ord. No. 14437, 8-23-1993)

Sec. 15.5-41. Plumbing facilities.

Each apartment shall have:

- a.) Two permanent and functioning sinks with plumbing for hot and cold water, one sink located to afford privacy and another sink located in the kitchen area.
- b.) A room which affords privacy and which is equipped with a flush water closet.
- c.) A bathtub or shower with plumbing for hot and cold water, and located to afford privacy.
- d.) Functioning water heating facilities capable of heating two gallons of water per hour through 100 degrees Fahrenheit (37.8 degrees Celsius) for each occupant, and supplying water at not less than 120 degrees Fahrenheit (48.9 degrees Celsius) at every kitchen sink, lavatory, bathtub, and shower.
- e.) Safe heating facilities capable of heating all habitable rooms, bathrooms, and water closet to compartments to at least 68 degrees Fahrenheit (20 degrees Celsius) at a distance three feet above the floor and five feet away from any exterior wall at all times.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-42. Rooming house, boardinghouse, dormitory rooms and other rooming units.

- a.) No person shall operate a rooming house or boardinghouse or let to another for occupancy any dormitory room or rooming unit or both in any rooming house or boardinghouse, which is not in compliance with the provisions of every section of this code except 15.5-40. No owner shall let to another person any rooming unit, boarding room or dormitory room unless it is safe, sanitary and suitable and complies with all applicable requirements of the city.
- b.) No person shall operate a rooming house or boardinghouse unless he/she holds a valid certificate of compliance issued by the appropriate authority as provided for in this code. The owner shall apply to the city upon compliance by the operator with the applicable provisions of this code and of any rules and regulations adopted pursuant thereto.
- c.) At least one flush water closet, lavatory basin and bathtub or shower, properly connected to an approved water system under pressure and sewer system in good working condition, shall be supplied for each four persons or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of such facilities, provided that:
 - 1.) In a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half the required number of water closets.

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- 2.) All such facilities shall be so located within the dwelling as to be reasonably accessible to all persons sharing such facilities and from a common hall or passageway.
 - 3.) Every lavatory basin and bathtub or shower shall be adequately supplied with heated and unheated water under pressure at all times.
 - d.) The following provisions shall apply to all rooming houses and boardinghouses:
 - 1.) Cooking in dormitory rooms, boarding rooms and rooming units is prohibited.
 - 2.) Access doors to each unit shall have operating locks to ensure privacy.
 - e.) Unless exempted by the city in writing, the owner of every rooming house or boardinghouse or dormitory shall change supplied bed linen and towels therein at least once a week and prior to the letting of any room to any occupant. The owner shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
 - f.) Every room occupied for sleeping purposes shall contain at least 70 square feet for each occupant.
 - g.) Every rooming or boarding unit shall have immediate access to an approved means of egress, appropriately marked, leading to safe and open space at ground level, as required by the appropriate statutes, ordinances and regulations of the city and the state.
 - h.) Structurally sound handrails shall be provided on any steps containing three risers or more. If steps are not enclosed, handrails and intermediate rails of an ornamental pattern shall be utilized such that no object four inches in diameter can pass through. Handrails shall be not less than 30 inches above the nosing of the treads. Porches or balconies located more than 30 inches higher than the adjacent areas shall have structurally sound guardrails 36 to 42 inches high and if unenclosed, balusters, intermediate rails or an ornamental pattern used as previously discussed in this subsection. Alternate systems providing at least the same degree of safety, if approved by the appropriate authority, will be accepted.
 - i.) Access to or egress from each unit shall be provided without passing through any other unit.
- (Ord. No. 14437, 8-23-1993)

Sec. 15.5-43. Owner and occupant's responsibilities.

- a.) Owners or operators shall be responsible for:
 - 1.) Displaying the letter of compliance to each new tenant, unless there is an application for the letter of compliance still on file, and maintaining the letter of compliance where accessible for inspection by the occupants or the housing inspector and providing a copy to the tenant on request.
 - 2.) Informing the occupants in writing of whom to notify in case of an emergency. This information should be available in each dwelling unit.
 - 3.) Informing tenants of requirements relative to parking spaces.
 - 4.) Maintaining public areas of the premises in a decent, safe and sanitary condition; keeping floors, floor coverings, walls and ceilings reasonably clean and free of rubbish and garbage; and ensuring that stagnant water is not allowed to accumulate or stand anywhere on the premises.
 - 5.) Exterminating rodents, insects and other pests when more than one unit or a common area is affected.
 - 6.) Providing required fire extinguishers and smoke detectors in good working condition at the beginning of each tenancy.

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- 7.) Supplying properly sized fuses or equivalent, at the beginning of each tenant's occupancy.
 - 8.) Supplying each outside door and window intended for ventilation of a habitable room with a screen adequate to prevent entry of insects and installing such screens each spring and removing them each fall.
 - 9.) Installing supplied storm doors and storm windows, except to thermal pane windows, at the beginning of the cold weather season and removing them in the spring.
 - 10.) Supplying heat to dwelling units from September 15 to June 15 of each year, when the owner is responsible for paying for heating in the rental agreement.
 - 11.) Removing snow and ice from walks and drives.
 - 12.) Mowing lawns, trimming shrubs and trees, and controlling weeds to maintain the premises in a neat condition, comparable to other premises in the neighborhood.
 - 13.) Providing for garbage and rubbish removal and supplying such facilities or containers as are necessary for the sanitary disposal of all garbage and rubbish. Containers shall be watertight metal or plastic receptacles approved by the city sanitation officer, provided with handles or bales and a tight fitting cover, and with a capacity not exceeding 30 gallons, except commercial dumpsters and the like furnished by the collectors to commercial customers. The receptacle for the receiving and holding of garbage shall be kept covered and in a sanitary condition at all times. Garbage shall be wrapped when placed in the receptacle. Responsibility for providing receptacles for rental property shall be the landlord's.
 - 14.) Additionally, it shall be the duty of any person, firm or corporation using or maintaining a garbage receptacle to cause the receptacle to be emptied of its contents before it is so full that the cover will no longer fit tightly.
- b.) The owner/operator may enter into a written agreement with some other person who will maintain public areas, remove and install supplied screens and storm windows, remove snow and ice, mow lawns, trim shrubs, control weeds, or remove garbage and rubbish. Such written agreement does not diminish the responsibility of the owner/operator to see that these requirements are fulfilled.
- c.) Unless the owner has specifically agreed in writing to render such service or to otherwise accept such responsibility, the occupant of a rental unit shall be responsible for:
- 1.) Notifying the operator, in writing, of maintenance needed on the dwelling or supplied equipment and of unsafe or unsanitary conditions.
 - 2.) Keeping all equipment and fixtures in the occupant's dwelling unit clean and in a sanitary condition and exercising reasonable care in the use and operation thereof.
 - 3.) Not storing or housing hazardous, flammable or combustible materials within any rental dwelling, including gasoline in mowers, vehicles or other containers.
 - 4.) Exterminating rodents, insects, and other pests when only the occupant's dwelling unit is affected.
 - 5.) Safe disposal of hazardous materials, such as hot coals from furnace or grill, paints and other combustibles, and pesticides and other hazardous chemicals.
 - 6.) Maintaining supplied fire extinguishers and smoke detectors.
 - 7.) Using light bulbs that do not exceed the size recommended by the fixture manufacturer.

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- 8.) Supplying properly sized fuses, or their equivalent, as needed during occupancy for those circuits serving only the occupant's dwelling unit.
- 9.) Disposing of rubbish, garbage and other organic waste in a clean and sanitary manner, by placing it in disposal facilities or storage containers, and by closing or replacing container lids.
- 10.) Maintaining that part of the dwelling and premises that the occupant occupies in a decent, safe and sanitary condition.
- 11.) Supplying every window of each dwelling unit with shades, draw drapes, or other devices or materials which, when properly used, afford privacy to the occupant of each dwelling unit.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-44. Policy of city.

It is the declared public policy of this city that the preservation of habitable housing stock, and of deteriorated housing stock which, upon economically feasible rehabilitation, can again become habitable, is a matter of the most serious public interest, and that the expenditure of public funds toward the acquisition of abandoned and deteriorated housing stock, toward its preservation and ultimate residential use by residents of this city, shall be an expenditure for a valid public purpose.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-45. Acquisition of abandoned houses for rehabilitation.

a.) Deemed public nuisance.

- 1.) A residential dwelling structure which has been determined to be by court decree in violation of the city's housing maintenance and occupancy code and such violations have not been cured for a period of over six consecutive months, shall be deemed a public nuisance, unless:
 - i.) The owner, or a person acting on behalf of or at the direction of the owner of the structure is actively engaged in the correction of such code violations and has made substantial progress and can be completed within 30 days after the expiration of the six-month period; or
 - ii.) The structure is the subject of legal proceedings other than code enforcement proceedings that make the structure legally unavailable for either rehabilitation or habitation during all or any part of such period.
- 2.) The fact that a city building permit of any type has been issued, either before or during the 30-day notice period identified in section 15.5-45 of this code for repair or reconstruction of, or installation of equipment or materials in, such a structure shall not of itself be evidence of active engagement in the correction of code violations.

b.) Notice of acquisition or demolition. Upon application or upon its own motion, the city council may cause notice to be given to the holder or holders of record title to any such structure by certified mail, return receipt requested, advising such owner, or owners, that:

- 1.) If it is economically feasible to repair such structure, then under the conditions set forth in section 15.5-45, IV(a) of this code the city may acquire such structure for resale by open public bidding to a purchaser who shall agree, as a condition of its purchase, to rehabilitate such structure and correct such code violations as exist at the time of purchase, within a determined reasonable period of time, for rehabilitation as a residential dwelling structure; or

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

2.) If it is not economically feasible to repair such structure, then the city shall take action to ensure the demolition of the structure and the leveling of the lot or parcel upon which it is situated.

c.) Repair and rehabilitation not to exceed fair market value. For purposes of this article, a property shall be deemed not to be economically feasible to repair and rehabilitate if, in the opinion of the city council, as advised by persons expert in the construction, repair and appraisal of residential structures, the cost of reasonable repair and rehabilitation of the structure, when added to the value of the property at the time of the council's determination, together exceed the fair market value to which the property would attain upon completion of such reasonable repair and rehabilitation.

d.) Manner of acquisition. If, upon having given notice to the holder or holders of record title to such structure as set forth in section 15.5-45, II of this code, such holder or holders do not commence active repair and rehabilitation of such structure within 30 days of such mailing, and continue without delay in such active repair and rehabilitation until code violations have been corrected, then the city council may direct the city manager to obtain an appraisal of the fair market value of such property and to commence negotiations for its acquisition from such holder or holders and, if the city fails in such direct negotiations to acquire record title to such property, the city council may direct the commencement of eminent domain proceedings toward the acquisition of such record title, for resale of such property within a reasonable period of time, and upon conditions which require prompt rehabilitation and correction of code violations and its use as a residential dwelling structure, in any case where early resale, repair, rehabilitation and rehabilitation appear likely of accomplishment.

(Ord. No. 14437, 8-23-1993)

Sec. 15.5-46. Abatement of abandoned or unsafe buildings, code adopted.

The City of Marshalltown, Iowa, adopts by reference I.C.A. ch. 657A, Abandoned or Unsafe Buildings-Abatement by Rehabilitation, and [such provisions] shall have the full force and effect as though printed herein.

(Ord. No. 14437, 8-23-1993)

Power to grant variances.

(a) Upon application of an owner of an existing dwelling and after a hearing as provided in section 15.5-19, the housing advisory board shall have the power to grant a variance from the provisions of this chapter, if the owner can show that:

(1) The burden on the owner to meet the requirements of this chapter outweighs any resulting benefit to the public health and safety;

(2) Because of the design or construction of the dwelling it would be impractical to meet the requirements of this chapter or that it would cause undue hardship to meet such requirements;

(3) Strict adherence to this chapter would be arbitrary; and (4) Such a variance would be in harmony with the intended spirit and general purpose of this chapter to secure the public health, safety and welfare.

1. The burden of lowering the window will would cause irreparable damage to my properties foundation as well as cost me several thousand dollars, once I find a contractor willing to perform the work. As many contractors will not perform work that can damage the foundation of a structure.
2. The house was constructed to meet code when constructed. The modifications would be impractical as it would lower one window and unnecessary amount.
3. The issue at dispute is two inches. That is by definition absolutely arbitrary considering lowering the window, or adding a step would meet the same goal. Although, adding a step would come with significantly less cost and damage to the property.

\$100 deposit

RECEIVED SEP 13 2016

\$20 fee

PAID SEP 13 2016

rec by Slough

timely notice date _____



Darin Adams <darinadams@darinadams.org>

501 Newcastle insp rpt request

Joan Helm <jhelm@ci.marshalltown.ia.us>

Mon, Sep 12, 2016 at 9:45 AM

To: Darin Adams <darinadams@darinadams.org>

Cc: Scott Riemenschneider <sriemenschneider@ci.marshalltown.ia.us>, Michelle Spohnheimer <mspohnheimer@ci.marshalltown.ia.us>

Hi,

You sent an email on September 2, 2016 to me as well as discussed the option of putting in a step to what would become a compliant rescue/egress window in the proposed basement room so it can be used as a bedroom. I said I would review it with the City Building Official and get back to you.

- It is my understanding you also communicated with the Building Official regarding this same matter and was told that adding the step to ensure that the sill height would meet code would not pass/allowed. And I confirmed the same.

However, you also noted when we last met when I measured the north basement window and its sill height about your proposal to build a platform to bring the floor in that area up to the allowable sill height.

- I also reviewed this with the Building Official and your proposed platform would have likely have to be the entire floor. But, if you do build up the floor, then you affect other room requirements such as ceiling height. If a room does not have the proper ceiling clearance, then cannot be considered room used for living such as bedroom, living room, etc.
- We would also have to have the City Electrician review to ensure electrical outlets, etc., still meet code.
- If you did go ahead with this idea, you will need to provide us with a detailed floor plan including measurements of what you propose for me to review with the appropriate departments.

Probably your best option is to have the window installed at the proper sill height as noted on the window sheet (44" or less – but if less than 18" then glass must be safety/tempered glass).

- We also talked about how the sill height on the wall could be lowered too.
- Again, would ask that you submit a detailed plan noting how you are going to make that repair for us for me to review with the appropriate departments to ensure you are on the right track.

Please let me know when you are ready for a 2nd inspection regarding all other matters and before you rent.

I am out of the office from September 19, 2016 to October 3, 2016 as well as in class from October 5-7, 2016.

Thank you,

Joan Helm

From: "Darin Adams" <darinadams@darinadams.org>**To:** "Joan Helm" <jhelm@ci.marshalltown.ia.us>**Sent:** Friday, September 2, 2016 10:44:43 AM**Subject:** Re: 501 Newcastle insp rpt request

[Quoted text hidden]

To whom it may concern,

On 09/06/2016 I had a room inspected by Joan Helm to be added as a bed room for the potential rental property located at 501 Newcastle Road, Marshalltown, Iowa 50158. During the inspection Joan ascertained that the window in question was 46" from the floor which is two inches higher than the required 44". When I queried Joan Helm for potential resolutions, the only offering was to lower the window sill by 2". A process that would require dozens hours of work by a contractor, special concrete work, and foundation repair work. Obviously not a truthfully viable option.

At that day, I required Joan if I could build a step or raise a small portion of the floor to meet the requirements set by the city. Joan stated she would talk to the building official, and the head of the department and get back to me. On 09/13/2016 Joan contacted me via e-mail to inform me that the only possible resolution would be lowering a window. A step wouldn't be a suitable solution, and a raised platform wouldn't be either.

I then contacted Michelle Spohnheimer to find out why the step or platform wouldn't be a suitable solution. She failed to provide any reasoning why either wouldn't be suitable. She repeated the position that neither would be allowed, and when asked why just repeated the position.

On 09/13/2016 I contacted many cities to determine what they would do in this situation. The only city I contacted that would say they would require I lower the window was Ames, Iowa. The inspector Scott that I spoke to stated openly that Ames, Iowa has the worst rental code in the state, and is the least landlord friendly.

The following cities said to add a step:

Des Moines | Fort Dodge | Cedar Rapids | Ottumwa | Council Bluffs | Iowa City | Bettendorf

The following said to do nothing as two inches doesn't matter:

Mason City

The following said I would have to do none of the renovations I'm currently doing that are costing me several thousand dollars, as work is pending it's impossible to quote a number.

Waterloo

Muscatine

Waterloo

All I am asking is to be allowed to install one singular step secured by one way bolts to meet, and likely exceed, the requirements set by the Iowa Housing and Community Development Department. A step that is allowed by nearly every city in the state of Iowa.

Please, consider this a formal appeal. Please return your response via phone or e-mail only.

Reply to: darinadams@darinadams.org or 319-350-0103

Do not reply via mail as the mailing time would likely exceed the "due and proper" notice time of three days as stated in

below, guards not less than 26 inches (660 mm) above the aisle floor shall be provided.

Exception: Where the backs of seats on the front of the cross aisle project 24 inches (610 mm) or more above the adjacent floor of the aisle, a guard need not be provided.

1025.14.2 Sightline-constrained guard heights. Unless subject to the requirements of Section 1025.14.3, a fascia or railing system in accordance with the guard requirements of Section 1013 and having a minimum height of 26 inches (660 mm) shall be provided where the floor or footboard elevation is more than 30 inches (762 mm) above the floor or grade below and the fascia or railing would otherwise interfere with the sightlines of immediately adjacent seating. At bleachers, a guard must be provided where the floor or footboard elevation is more than 24 inches (610 mm) above the floor or grade below and the fascia or railing would otherwise interfere with the sightlines of the immediately adjacent seating.

1025.14.3 Guards at the end of aisles. A fascia or railing system complying with the guard requirements of Section 1013 shall be provided for the full width of the aisle where the foot of the aisle is more than 30 inches (762 mm) above the floor or grade below. The fascia or railing shall be a minimum of 36 inches (914 mm) high and shall provide a minimum 42 inches (1067 mm) measured diagonally between the top of the rail and the nosing of the nearest tread.

1025.15 Bench seating. Where bench seating is used, the number of persons shall be based on one person for each 18 inches (457 mm) of length of the bench.

[B] SECTION 1026 EMERGENCY ESCAPE AND RESCUE

1026.1 General. In addition to the means of egress required by this chapter, provisions shall be made for emergency escape and rescue in Group R and I-1 occupancies. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening in accordance with this section. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a public way or to a yard or court that opens to a public way.

Exceptions:

1. In other than Group R-3 occupancies, buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. In other than Group R-3 occupancies, sleeping rooms provided with a door to a fire-resistance-rated corridor having access to two remote exits in opposite directions.
3. The emergency escape and rescue opening is permitted to open onto a balcony within an atrium in accordance with the requirements of Section 404 of the *International Building Code*, provided the balcony

provides access to an exit and the dwelling unit or sleeping unit has a means of egress that is not open to the atrium.

4. Basements with a ceiling height of less than 80 inches (2032 mm) shall not be required to have emergency escape and rescue windows.
5. High-rise buildings in accordance with Section 403 of the *International Building Code*.
6. Emergency escape and rescue openings are not required from basements or sleeping rooms that have an exit door or exit access door that opens directly into a public way or to a yard, court or exterior exit balcony that opens to a public way.
7. Basements without habitable spaces and having no more than 200 square feet (18.6 m²) in floor area shall not be required to have emergency escape windows.

1026.2 Minimum size. Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.53 m²).

Exception: The minimum net clear opening for emergency escape and rescue grade-floor openings shall be 5 square feet (0.46 m²).

1026.2.1 Minimum dimensions. The minimum net clear opening height dimension shall be 24 inches (610 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

1026.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor.

1026.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with Section 1026.2 and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening. Where such bars, grilles, grates or similar devices are installed in existing buildings, smoke alarms shall be installed in accordance with Sections 907.2.10 regardless of the valuation of the alteration.

1026.5 Window wells. An emergency escape and rescue opening with a finished sill height below the adjacent ground level shall be provided with a window well in accordance with Sections 1026.5.1 and 1026.5.2.

1026.5.1 Minimum size. The minimum horizontal area of the window well shall be 9 square feet (0.84 m²), with a minimum dimension of 36 inches (914 mm). The area of the window well shall allow the emergency escape and rescue opening to be fully opened.

1026.5.2 Ladders or steps. Window wells with a vertical depth of more than 44 inches (1118 mm) shall be equipped with an approved permanently affixed ladder or steps. Ladders or rungs shall have an inside width of at least 12 inches (305 mm), shall project at least 3 inches (76 mm) from the

a walking surface or other accessible area, nominal glass thickness not more than $\frac{3}{16}$ inch (4.8 mm), and (for multiple glazing only) the other pane or panes fully tempered, laminated or wired glass.

2. Glass area greater than 16 square feet (1.49 m²). Glass sloped 30 degrees (0.52 rad) or less from vertical, and highest point of glass not more than 10 feet (3048 mm) above a walking surface or other accessible area.

R308.6.6 Glass in greenhouses. Any glazing material is permitted to be installed without screening in the sloped areas of greenhouses, provided the greenhouse height at the ridge does not exceed 20 feet (6096 mm) above grade.

R308.6.7 Screen characteristics. The screen and its fastenings shall be capable of supporting twice the weight of the glazing, be firmly and substantially fastened to the framing members, and have a mesh opening of no more than 1 inch by 1 inch (25 mm by 25 mm).

R308.6.8 Curbs for skylights. All unit skylights installed in a roof with a pitch flatter than three units vertical in 12 units horizontal (25-percent slope) shall be mounted on a curb extending at least 4 inches (102 mm) above the plane of the roof unless otherwise specified in the manufacturer's installation instructions.

R308.6.9 Testing and labeling. Unit skylights shall be tested by an approved independent laboratory, and bear a label identifying manufacturer, performance grade rating and approved inspection agency to indicate compliance with the requirements of AAMA/WDMA/CSA 101/I.S.2/A440.

SECTION R309 GARAGES AND CARPORTS

R309.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than $1\frac{3}{8}$ inches (35 mm) in thickness, solid or honeycomb core steel doors not less than $1\frac{3}{8}$ inches (35 mm) thick, or 20-minute fire-rated doors.

R309.1.1 Duct penetration. Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

R309.1.2 Other penetrations. Penetrations through the separation required in Section R309.2 shall be protected by filling the opening around the penetrating item with approved material to resist the free passage of flame and products of combustion.

R309.2 Separation required. The garage shall be separated from the residence and its attic area by not less than $\frac{1}{2}$ -inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than $\frac{5}{8}$ -inch (15.9 mm) Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than $\frac{1}{2}$ -inch (12.7 mm) gypsum board or equivalent.

Garages located less than 3 feet (914 mm) from a dwelling unit

on the same lot shall be protected with not less than $\frac{1}{2}$ -inch (12.7 mm) gypsum board applied to the interior side of exterior walls that are within this area. Openings in these walls shall be regulated by Section R309.1. This provision does not apply to garage walls that are perpendicular to the adjacent dwelling unit wall.

R309.3 Floor surface. Garage floor surfaces shall be of approved noncombustible material.

The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway.

R309.4 Carports. Carports shall be open on at least two sides. Carport floor surfaces shall be of approved noncombustible material. Carports not open on at least two sides shall be considered a garage and shall comply with the provisions of this section for garages.

Exception: Asphalt surfaces shall be permitted at ground level in carports.

The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway.

R309.5 Flood hazard areas. For buildings located in flood hazard areas as established by Table R301.2(1), garage floors shall be:

1. Elevated to or above the design flood elevation as determined in Section R324; or
2. Located below the design flood elevation provided they are at or above grade on all sides, are used solely for parking, building access, or storage, meet the requirements of Section R324, and are otherwise constructed in accordance with this code.

R309.6 Automatic garage door openers. Automatic garage door openers, if provided, shall be listed in accordance with UL 325.

SECTION R310 EMERGENCY ESCAPE AND RESCUE OPENINGS

R310.1 Emergency escape and rescue required. Basements and every sleeping room shall have at least one operable emergency and rescue opening. Such opening shall open directly into a public street, public alley, yard or court. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2. Emergency escape

and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

Exception: Basements used only to house mechanical equipment and not exceeding total floor area of 200 square feet (18.58 m²).

R310.1.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m²).

Exception: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m²).

R310.1.2 Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).

R310.1.3 Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).

R310.1.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge.

R310.2 Window wells. The minimum horizontal area of the window well shall be 9 square feet (0.9 m²), with a minimum horizontal projection and width of 36 inches (914 mm). The area of the window well shall allow the emergency escape and rescue opening to be fully opened.

Exception: The ladder or steps required by Section R310.2.1 shall be permitted to encroach a maximum of 6 inches (152 mm) into the required dimensions of the window well.

R310.2.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections R311.5 and R311.6. Ladders or rungs shall have an inside width of at least 12 inches (305 mm), shall project at least 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

R310.3 Bulkhead enclosures. Bulkhead enclosures shall provide direct access to the basement. The bulkhead enclosure with the door panels in the fully open position shall provide the minimum net clear opening required by Section R310.1.1. Bulkhead enclosures shall also comply with Section R311.5.8.2.

R310.4 Bars, grilles, covers and screens. Bars, grilles, covers, screens or similar devices are permitted to be placed over emergency escape and rescue openings, bulkhead enclosures, or window wells that serve such openings, provided the minimum net clear opening size complies with Sections R310.1.1 to R310.1.3, and such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge or force greater than that which is required for normal operation of the escape and rescue opening.

R310.5 Emergency escape windows under decks and porches. Emergency escape windows are allowed to be installed under decks and porches provided the location of the deck allows the emergency escape window to be fully opened and provides a path not less than 36 inches (914 mm) in height to a yard or court.

SECTION R311 MEANS OF EGRESS

R311.1 General. Stairways, ramps, exterior egress balconies, hallways and doors shall comply with this section.

R311.2 Construction.

R311.2.1 Attachment. Required exterior egress balconies, exterior exit stairways and similar means of egress components shall be positively anchored to the primary structure to resist both vertical and lateral forces. Such attachment shall not be accomplished by use of toenails or nails subject to withdrawal.

R311.2.2 Under stair protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 1/2-inch (13 mm) gypsum board.

R311.3 Hallways. The minimum width of a hallway shall be not less than 3 feet (914 mm).

R311.4 Doors.

R311.4.1 Exit door required. Not less than one exit door conforming to this section shall be provided for each dwelling unit. The required exit door shall provide for direct access from the habitable portions of the dwelling to the exterior without requiring travel through a garage. Access to habitable levels not having an exit in accordance with this section shall be by a ramp in accordance with Section R311.6 or a stairway in accordance with Section R311.5.

R311.4.2 Door type and size. The required exit door shall be a side-hinged door not less than 3 feet (914 mm) in width and 6 feet 8 inches (2032 mm) in height. Other doors shall not be required to comply with these minimum dimensions.

R311.4.3 Landings at doors. There shall be a floor or landing on each side of each exterior door. The floor or landing at the exterior door shall not be more than 1.5 inches (38 mm) lower than the top of the threshold. The landing shall be permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent).

Exceptions:

1. Where a stairway of two or fewer risers is located on the exterior side of a door, other than the required exit door, a landing is not required for the exterior side of the door provided the door, other than an exterior storm or screen door does not swing over the stairway.
2. The exterior landing at an exterior doorway shall not be more than 7³/₄ inches (196 mm) below the top of the threshold, provided the door, other than an exterior storm or screen door does not swing over the landing.
3. The height of floors at exterior doors other than the exit door required by Section R311.4.1 shall not be more than 7³/₄ inches (186 mm) lower than the top of the threshold.

The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel.

IRC COMMENTARY

ments of Section R324, and are otherwise constructed in accordance with this code.

- ❖ Garage floors of buildings in flood hazard areas must meet one of two requirements. The first option is to simply construct the garage floor above the design flood elevation. The second option allows the floor of the garage to be below the design flood elevation if construction is compliant with the applicable provisions of Section R324 for enclosures, including: 1) the floor is at or above finished exterior grade (not a basement); 2) it complies with provisions for enclosed areas below the design flood elevation (Section R324.2.2); 3) materials and finishes below the design flood elevation are flood-resistant (Section R324.1.7); and 4) service equipment and systems comply with Section R324.1.5. If a garage below the design flood elevation does not meet the requirements for enclosures, the garage floor is the "lowest floor," and the building is noncompliant. Noncompliance means that although the living area is elevated, flood insurance will be rated as though the building is not.

R309.6 Automatic garage door openers. Automatic garage door openers, if provided, shall be listed in accordance with UL 325.

- ❖ This code does not require an automatic garage door opener. However, if one is installed, it must be listed in accordance with UL 325. Federal law requires automatic residential garage door openers to conform to the entrapment protection requirements of UL 325.

SECTION R310 EMERGENCY ESCAPE AND RESCUE OPENINGS

R310.1 Emergency escape and rescue required. Basements and every sleeping room shall have at least one operable emergency escape and rescue opening. Such opening shall open directly into a public street, public alley, yard or court. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

Exception: Basements used only to house mechanical equipment and not exceeding total floor area of 200 square feet (18.58 m²).

- ❖ Because so many fire deaths occur as the result of occupants of residential buildings being asleep during a fire, the IRC requires that all basements and sleeping rooms have windows or doors that may be used for emergency escape or rescue. These emergency openings must open directly into a public street, public alley, yard or court. The requirement for emergency escape and rescue openings in sleeping rooms exists because a fire will usually have spread before the occupants are aware of the problem, and the normal exit channels may be blocked. The requirement for basements exists because they are so often used as sleeping rooms. For example, a fire in a mechanical room adjacent to a stair could engulf the only means of egress for the basement without the egress window or door.

Openings required for emergency escape or rescue must be located on the exterior of the building so that rescue can be performed from the exterior. Alternatively, occupants may escape through that opening to the exterior of the building without having to travel through the building itself. Therefore, where openings are required, they should open directly into a public street, public alley, yard or court. After the occupants pass through the emergency escape and rescue opening, their continued egress is essential. Where a basement contains sleeping rooms and a habitable space, an emergency escape and rescue opening is required in each sleeping room, but is not required in adjoining areas of the basement.

There is an exception for basements used only to house mechanical equipment with a total floor area not exceeding 200 square feet.

The dimensions prescribed in the code, and as illustrated in Commentary Figure R310.1 for exterior wall openings used for emergency egress and rescue, are based in part on extensive testing by the San Diego Building and Fire Departments to determine the proper relationships of the height and width of window openings to adequately serve for both rescue and escape. The minimum of 20 inches (508 mm) for the width is based on two criteria: the width necessary to place a ladder within the window opening and the width necessary to admit a fire fighter with full rescue equipment including breathing apparatus. The minimum 24-inch (610 mm) height is based on the minimum size necessary to admit a fire fighter with full rescue equipment. By requiring a minimum net clear opening size of the least 5.7 square feet (0.53 m²), the code provides for an opening of adequate dimensions. To be accessible from the interior of the sleeping room or basement, the emergency escape and rescue opening cannot be located more than 44 inches (1118 mm) above the floor. The measurement is to be taken from the floor to the bottom of the clear opening.

The required opening dimensions must be achieved by the normal operation of the window, door or hatch from the inside without the use of keys, tools or special knowledge. The window industry is a highly competitive market. Manufacturers are constantly developing

IBC

Exceptions 4 and 7 are intended to exempt basements that would not be likely to have sleeping rooms in them from the requirement to have emergency escape and rescue openings.

Exception 5 is in correlation with the exception for emergency escape windows in high-rise buildings addressed in Section 403.4.

The intent of Exception 6 is to permit sleeping rooms with a direct access to an exterior-type environment, such as a street or exit balcony, to not have an emergency escape window. The open atmosphere of the escape route would increase the likelihood that the means of egress be available even with the delayed response time for sleeping residents.

1026.2 Minimum size. Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.53 m²).

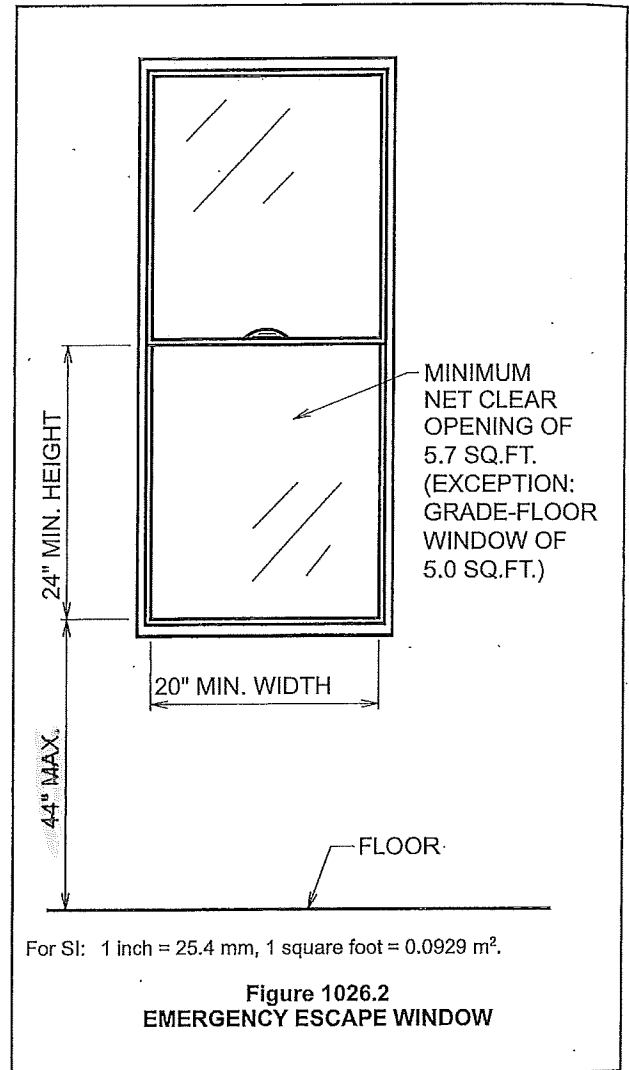
Exception: The minimum net clear opening for emergency escape and rescue grade-floor openings shall be 5 square feet (0.46 m²).

❖ The dimensional criteria of the opening are intended to permit fire service personnel (in full protective clothing with a breathing apparatus) to enter from a ladder, as well as permit occupants to escape. The net clear opening area and minimum dimensions are intended to provide a clear opening through which an occupant can pass to escape the building or a fire fighter can pass to enter the building for rescue or fire suppression activities. Since the emergency escape windows must be usable to all occupants, including children and guests, the required opening dimensions must be achieved by the normal operation of the window from the inside (e.g., sliding, swinging or lifting the sash). It is impractical to assume that all occupants can operate a window that requires a special sequence of operations to achieve the required opening size. While most occupants are familiar with the normal operation by which to open the window, children and guests are frequently unfamiliar with special procedures necessary to remove the sashes. The time spent in comprehending the special operation unnecessarily delays egress from the bedroom and could lead to panic and further confusion. Thus, windows that achieve the required opening dimensions only through operations such as the removal of sashes or mullions are not permitted. It should be noted that the minimum area cannot be achieved by using both the minimum height and minimum width specified in Section 1026.2.1 (see Figure 1026.2).

1026.2.1 Minimum dimensions. The minimum net clear opening height dimension shall be 24 inches (610 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

❖ Note that the minimum dimensions in this section and the minimum area requirements in Section 1026.2 both apply. Thus, a grade floor window that is only 24 inches (610 mm) in height must be 30 inches (762

mm) wide to meet the 5-square-foot (0.46 m²) area requirement of Section 1026.2 for grade-floor window (see Figure 1026.2).



1026.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor.

❖ This section limits the height of the bottom of the clear opening to 44 inches (1118 mm) or less such that it can be used effectively as an emergency escape (see Figure 1026.2). For a minimum sill height that may affect the emergency escape window, see Section 1405.12.2.

1026.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with Section 1026.2 and such devices shall be

----- Forwarded Message -----

From: "Jay Woodward" <JWoodward@iccsafe.org>

To: "Scott Riemenschneider" <sriemenschneider@ci.marshalltown.ia.us>

Sent: Tuesday, September 13, 2016 9:30:16 AM

Subject: Re: Sill height for egress window

Scott,

As you said, the code just says the sill height is measured above the floor. Anything beyond that is always an interp and up to you. I do know some places accept steps but others will not. Some that do accept them only do it if the step is permanent and not easily removed. Others require there to be a landing sized space versus a stair tread. So definitely is your call.

I personally would not accept the step if it was something that could be removed. I would look for a built in item at minimum or enforce as you have. I see nothing wrong with what you are doing.

Jay

Jay Woodward
Senior Staff Architect

International Code Council
11711 W. 85th Street
Lenexa, KS 66214-1517

(888) 422-7233 Ext. 3814
jwoodward@iccsafe.org



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

Dear Mr. Adams,

The following items are attached for your reference.

- A list of the appointed Housing Board of Appeals members.
- Information related to the code requirements on sill height. Excerpts from the 2006 International Fire Code, 2006 International Residential Code and the 2006 International Residential Code Commentary are included with the appropriate sections highlighted.

Any additional public information requests should be made in writing to the attention of the City Clerk.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Spohnheimer".

Michelle Spohnheimer
Housing & Community Development Director

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown





Board and Commission Roster

Housing Appeals Board

Department: Housing

Dept. Phone: (641) 754-5756

- The Housing Appeals Board shall consist of one (1) Iowa licensed realtor; one (1) Iowa registered architect or engineer; one (1) contractor experienced in remodeling; one (1) lending institution representative; two (2) representatives of the general public, one (1) of whom shall be a landlord. Each board member shall have had at least five (5) years' experience in his or her respective field. Six members. Members appointed by the Mayor serve for an indefinite period of time.

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
Indefinite	Chris Brodin 2008 S 3rd Avenue Place Marshalltown, IA 50158	(641) 753-6538 (641) 754-5678	chrisbrodin@gmail.com <i>Iowa Licensed Realtor</i> Appointed: 9/26/2016
Indefinite	Ken Bryngelson 911 N Center Street Marshalltown, IA 50158	(641) 752-5555	kbryngelson@brycon.com <i>Contractor Rep</i> Appointed: 9/26/2016
Indefinite	Beverly Espenscheid 2288 180th Street Marshalltown, IA 50158	(641) 328-1038 (641) 751-5600	bespenscheid@wintrust.mortgage.com <i>Lending Institution Rep</i> Appointed: 9/26/2016
Indefinite	Tina Eubanks 2630 300th St Marshalltown, IA 50158	(641) 753-4715 (641) 485-1502	managemarshalltown@ymail.com <i>Landlord Rep</i> Appointed: 9/26/2016
Indefinite	David G. Schulze 306 S 17th Avenue Marshalltown, IA 50158	(641) 751-9910 (641) 752-3930	schulzedd@teamtsp.com <i>Architect Rep</i> Appointed: 9/26/2016
Indefinite	Karen Shipley Cooper 205 Meadow Lane Marshalltown, IA 50158	(641) 752-6983	ship1@adiis.net <i>General Public Rep</i> Appointed: 9/26/2016

Wednesday, September 21, 2016



State of Iowa gender equality statistics

Males - Count / %	3	50.00%
Females - Count / %	3	50.00%
Total Members	6	



COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

December 12, 2016, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of November 28, 2016.
2. Approve Bill List in the amount of \$1,719,979.56.
3. Approve August 2016 Financial Statements.
4. Resolution 2016-244 Declaring 1992 Ontario Orion II and 2005 Optima Buses as Surplus Property
5. Tentative Resolution 2016-245 Accepting Subordination Agreement for Property Interest at 406 W State Street, Lead Abatement Project 533509192, Setting public hearing on December 27, 2016.
6. STP Iowa Avenue East, Project 76015010, OMG Midwest, Inc.
 - a) Resolution 2016-246 Approving Contract Change Order #1, increase of \$3,237.95
 - b) Resolution 2016-247 Approving Certificate of Completion and final project costs of \$425,002.00
7. East Main Street Mill and Overlay Project 76015008, Manatt's, Inc.
 - a) Resolution 2016-248 Approving Contract Change Order #1, increase of \$18,139.37
 - b) Resolution 2016-249 Approving Certificate of Completion and final project costs of \$530,265.22

(end of consent agenda items)

REPORT:

8. Kenn Vinson, Alliant Update

RESOLUTIONS:

9. Resolution 2016-250 Approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.
10. Resolution 2016-251 Awarding Contract Boulder Contracting LLC, for Iowa River Trails Phase 1, project 40115012, 12th Street to Summit, \$779,613.50

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.



PUBLIC HEARING – conveyance of land

11. Reconsider of or Motion to ratify Resolution 2016-221, passed by council on November 14, 2016, Adopting Tentative Resolution Providing for the Conveyance and Transfer of Title by the City to Interstate Power and Light Company, authorizing execution and delivery of quit claim deed. The public hearing notice was not published prior to November 14 council action.

ORDINANCE:

12. Ordinance to Amend Section 26-93, changing Church Street and Linn Street to two way traffic except for Linn Street by the Post Office (segment from 3rd Avenue to 4th Avenue will remain one way), first reading.

DISCUSSION:

1. Stanley Consultants, Deb Mathias, storm water rate update
2. Five acres on East LaFrentz Lane, donated land for installation of a fire department building or other public purpose.
3. Opinion of the Housing Board of Appeals and staff recommendation regarding sill height for basement bedrooms, rental housing code requirement.

PUBLIC COMMENT:

CLOSED SESSION:

Closed session pursuant to Section 20.17 subsection 3 of the Code of Iowa concerning strategy meetings of the public employer for collective bargaining purposes. The City of Marshalltown has an attorney-client relationship with Michael Galloway, Ahlers & Cooney, PC, pursuant to an engagement letter dated July 1, 2011.

OPEN SESSION: (If appropriate and recommended by legal counsel.)

Council to adopt recommendations of legal counsel proposed in closed session, including the following Resolutions, if recommended.

13. Resolutions approving collective bargaining agreements, July 1, 2017 – June 30, 2020:
 - a) Resolution 2016-252, Street and Utility Division, Public Works Department, Public, Professional and Maintenance Employees Local No. 2003, IUPAT.
 - b) Resolution 2016-253, Water Pollution Control Plant, Chauffeurs, Teamsters and Helpers Local No. 238 affiliated with the International Brotherhood of Teamsters
 - c) Resolution 2016-254, Fire Department, The International Association of Firefighters, Local Union No. 16.

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.



COUNCIL PROCEEDINGS

November 28, 2016

The Marshalltown City Council met in regular session on November 28, 2016, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamar, Martin, Schubert, Wirin. Lamar fully participated via speakerphone, being ill at home. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of November 14, 2016; Approve Bill List in the amount of \$ 5,024,257.99; Receipt of Building Report for October, 2016; Receipt of List of Purchases and Vertical Public Improvements between \$10,000 and \$35,000 approved by City Administrator: Primex Controls, YMCA Lift Station, \$24,500; Primex Controls, Riverview Park Storm Water Station, \$27,700; Cascade Pump Co., Preact Pump Parts for Pump Fail Repair, \$27,610; Motion setting the last council meeting in December for noon, December 27, 2016; Approve Annual Financial Report for fiscal year ending June 30, 2016; Approve Annual State Urban Renewal Report, fiscal year ending June 30, 2016; Resolution 2016-229 Authorizing Loan to Tax increment fund – MEDIC – Urban Renewal Area #3, \$50,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2016; Resolution 2016-230 Authorizing Loan to Tax increment fund – CENTRAL BUSINESS DISTRICT / MAIN STREET PROGRAM – Urban Renewal Area #4, \$24,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2016; Resolution 2016-231 Authorizing Loan to Tax increment fund – DOWNTOWN FAÇADE / CODE UPGRADE GRANT PROGRAM – Urban Renewal Area #4, \$50,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2016; Resolution 2016-232 Approving Tax Increment Financing Indebtedness Certification to County Auditor, Report due December 1, 2016; Resolution 2016-233 Approving Certificate of Completion and final project costs of \$234,695.40 with DENCO Highway Construction for construction of the 2016 Asphalt Crack Seal Project 76016007; Resolution 2016-234 Approving Certificate of Completion and final project costs of \$230,400.98 with CON-STRUCT, Inc., for construction of the 2016 Ingledue Street and Pine Street repair project 76016013; Airport Hangar Floor Replacement Phase II Project 77016009; Resolution 2016-235 Approving Contract Change Order #1, decrease of \$1,143.43; Resolution 2016-236 Approving Certificate of Completion and final project costs of \$61,696.57; Renewal liquor licenses: Mama DiGrado's Pasta and Pizza; second by Martin. Consent agenda adopted 7-0.

RESOLUTIONS:

Wirin moved to adopt Resolution 2016-237 Terminating Contract as of December 29, 2016, for Payroll Services with ADP, as established by Resolution 2015-057, April 27, 2015, second by Greer. Resolution adopted 7-0..

Gowdy moved to adopt Resolution 2016-238 Approving Application Fee for Severance of Property within the City of Marshalltown, Iowa, second by Greer. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2016-239 Accepting Bid and Authorizing the Purchase of One 2012 Chevrolet Traverse LT AWD Vehicle for use in the Recreation Department and for Special Olympics Events, from Clemons Chevrolet, in the amount of \$18,675.00, second by Hoop. Resolution adopted 7-0.

Martin moved to adopt Resolution 2016-240 Approving Agreement for Joint Exercise of Governmental Powers Pursuant to Iowa Code Chapter 28E and 28D between Marshalltown Softball Association, Inc., and The City of Marshalltown, for operation of the City's Softball Program, second by Wirin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-241 Approving Lease between the City of Marshalltown, Iowa, and Marshalltown Softball Association, Inc., for a term not to exceed three years, beginning January 1, 2017, through noon on December 31, 2020, for the softball complex area, second by Gowdy. Resolution adopted 7-0.

COUNCIL PROCEEDINGS

November 28, 2016

Greer moved to adopt Resolution 2016-242 Approving Quote and Award to YELLOWBLUELED Co., for the lighting replacement of City Hall, Carnegie Building, Public Library and Public Works Facility, in the amount of \$49,916.53, second by Gowdy. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2016-243 Approving Temporary Construction and Access Easement with ITC to complete the reconstruction of the electric transmission line, generally located north of the Marion Street and 18th Avenue intersection, second by Greer. Resolution adopted 7-0.

DISCUSSION

Conversion of Linn Street and Church Street to two way traffic. Greer asked the council to consider the change, based on a survey of the downtown businesses, with 2/3 of the businesses in favor of the change, noting the change will slow traffic and reduce accidents. Two individuals from the community spoke against the change, Paul Podhasky, 709 W Linn St and Roger Bauder, 111 N 18th St. The council provided direction to staff to draft an ordinance with the change of the street to two way traffic from 9th Street to 9th Avenue. Public Works Director will provide additional information as to cost of changing the traffic lanes for only 3rd Avenue to 3rd Street. The council discussed street width, parked cars and emergency vehicle traffic.

New street light request by First Congregational Church at West Church and South 4th Street for extra security near their south door. Wirin asked that the council either deny the request or change the policy as the request does not comply with existing policy. Due to the location of existing infrastructure and the need to provide additional wiring to get the light installed, the cost of installing the pole is estimated at \$4,000. Gowdy suggested the church install a light on an existing pole on their property.

PUBLIC COMMENT

Chief Tupper updated the council on the body camera project, as there are 16 cameras in the field with ten more to be added. Each camera costs \$795, and he estimates the department will need about fifty. The data storage cost will be determined in a few months. Data will be kept for at least 180 days, with the records being retained for criminal investigation purposes, and will be segregated from other "public records."

ADJOURNMENT

The meeting adjourned at 6:30 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



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

FINANCE DEPARTMENT

December 6, 2016

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

From: Finance Department

Re: August 2016 Monthly Financial Statements

*report
Copied
separately*

Policy Issue: N/A

Recommendation: Staff recommends approving the August 2016 monthly financial statements.

Background: The Finance department has prepared and reconciled the August 2016 financial statements for your review. The City receipted \$7,685,751 during the month and spent \$2,732,376. Included in receipts were the 2016A Bond proceeds for the storm water and street projects.

The Finance department continues to work with the new finance software to prepare additional monthly financial statements and will bring them to Council in the coming weeks for approval.

Budget Impact: N/A

Attachment: August 2016 FS

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, 1992 ONTARIO AND 2005 OPTIMA**

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

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

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

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

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

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

A. 1992 Ontario, Orion II, VIN 1A9B6BSS75W216316, mileage 303,316

B. 2005, Optima, LFB-30, VIN 2B1249N78N6005687, mileage 176,830

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 12th day of December, 2016, and signed this ____ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

Housing & Community Development

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director *MS*

DATE: December 12, 2016

RE: Subordination agreement for forgivable loans provided for property located at
406 W. State Street, Marshalltown, IA 50158

The owners of a property located at **406 W. State Street, Marshalltown, IA 50158** participated in the City of Marshalltown Lead Hazard Control Program wherein they received assistance to eliminate lead hazards in their property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 20% each year after the completion of lead hazard control assistance until the end of the fifth year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owners of the property listed above have approached their lending institution with a request to refinance their mortgage. The owners currently have a mortgage rate of at 4.5% and they wish to refinance for a 3.5% rate. The Amount that will be refinanced is \$45,000. The appraised value of **406 W. State Street** is \$65,000. This property received assistance two different times for different rental units. There are two liens filed. Originally \$15,617 in grant funds were used in the remediation of lead hazards with \$6,246 (40%) remaining on the first project. \$6,570 in grant funds were used in the remediation of lead hazards on the second project with \$3,942 (60%) remaining. The lending institution has requested that the City of Marshalltown's liens take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for December 27, 2016.

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

City Council
Leon Lamer, Bill Martin, Al Hoop, Joel Greer
Robert Schubert, Leon Lamer, Bethany Wirin

Property Address:	406 W. State Street Marshalltown, IA 50158	
Date of Completion:	Lien 1 03/2013	Lien 2 09/2014
Current Mortgage Amount:	\$28,000	
Original Lien Amount:	\$15,617	\$6,570
% of Lien Forgiven:	60%	40%
Remaining Balance on Lien:	\$6,246	\$3,942
New Mortgage Amount:	\$45,000	
Appraised Value:	\$65,000	
Lien plus New Mortgage:	\$55,188	
Difference:	\$9,812	
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.		

City Council
Leon Lamer, Bill Martin, Al Hoop, Joel Greer
Robert Schubert, Leon Lamer, Bethany Wirin

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 406 W. STATE STREET, MARSHALLTOWN, IOWA, BEING
LEAD ABATEMENT PROJECT NO. 533509192**

WHEREAS the owners of a property located at 406 W. State Street, Marshalltown, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

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

WHEREAS two liens have been filed to enforce the provisions of the forgivable loans which is recorded as Instrument No. 2014-00004935 and as Instrument No. 2013-00002972 in the records of Marshall County, Iowa; and

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

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

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

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

Section 2. The attached Subordination Agreement, shall be for real property located at 406 W. State Street, Marshalltown Iowa described as follows:

The West Fifty Feet of Lot Ten in Block Two in Jerome's Addition to the Town of Marshall, Marshall County, Iowa.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 27th day of December 2016, at the Council meeting to commence at 12:00 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this _____ day of December 2016, and signed this _____ day of December 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS S & E Investments LLC is the owner of the following described premises:

The West Fifty Feet of Lot Ten in Block Two in Jerome's Addition to the Town of Marshall, Marshall County, Iowa.

WHEREAS said property owner has executed two Forgivable Loans in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2014-00004935 and as Instrument No. 2013-00002972 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

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

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

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Citizens Savings Bank; and

The City of Marshalltown further acknowledges the mortgage of Citizens Savings Bank as a first and prior lien upon said premises, not to exceed \$45,000.00 nor be increased without prior written consent of the City of Marshalltown; and

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

Witness the hand and seal of the undersigned this ____ day of _____ 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2016 before me, a Notary Public, appeared James L. Lowrance, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

Notary Public

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 406 W. STATE STREET, MARSHALLTOWN, IOWA, LEAD ABATEMENT
PROJECT 53509192.**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 12th day of December 2016, place on file a Tentative Resolution whereby it proposed to accept subordination of two forgivable liens at 406 State Street, Marshalltown, Iowa, property hereinafter described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loans as recorded as Instrument No. 2014-00004935 and as Instrument No. 2013-00002972 in the records of Marshall County, Iowa so the property owners may refinance their home mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 12th day of December 2016, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

The West Fifty Feet of Lot Ten in Block Two in Jerome's Addition to the Town of Marshall, Marshall County, Iowa.

is hereby approved and adopted..

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

Passed this _____ day of December 2016, and signed this _____ day of December 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 6, 2016

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

From: Justin Nickel
Director of Public Works

Re: CO #1 and Engineers Certificate of Completion OMG Midwest, Inc. – 2015 STP Iowa Avenue East Project (76015010)

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving Change Order #1 an increase in the amount of \$3,237.95 and approving the Statement of Completion with OMG Midwest Inc.

Background: Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval. Change Order #1 increases the contract price by \$3,237.95 adjusting the final contract quantities. The updated contract price is \$425,002.00. The original contract price was \$421,764.05.

Budget Impact: The project is funded with federal money and local match 80/20. The Road Use Tax has sufficient funds for the improvements of this project.

Attachment: Change Order #1 and Statement of Completion

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 STP IOWA AVE. EAST MILL AND OVERLAY PROJECT
NUMBER 76015010
AN INCREASE OF \$3,237.95

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with OMG Midwest Inc., dba Cessford Construction of LeGrand, IA, for the labor and material for the 2015 STP Iowa Ave. East Mill and Overlay Project 76015010; and

WHEREAS an increase is requested to adjust for final quantities to successfully complete the project for the 2015 STP Iowa Ave. East Mill and Overlay Project in the amount of \$3,237.95.

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

Section 1. That the contract Change Order #1 for the 2015 STP Iowa Ave. East Mill and Overlay Project 76015010, in the increased amount of \$3,237.95 is hereby accepted and approved.

Passed this 12th day of December, 2016, and signed this _____ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: OMG Midwest Inc.
dba Cessford Construction
2320 Zeller Ave.
LeGrand Iowa, 50142

PROJECT: 2015 STP IOWA AVE. EAST MILL & OVERLAY

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER: 76015010

DATE: November 16, 2016

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 7001) Item 1: Increase the amount of Granular Shoulders by 212.1 tons.
- 7002) Item 4: Decrease the amount of HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) by 27.6 tons.
- 7003) Item 5: Decrease the amount of Asphalt Binder (PG-64-22) by 1.2 tons.
- 7004) Item 7: Increase the amount of Painted Pavement Markings by 7.7 stations.
- 7005) Item 10: Decrease the amount of Flaggers by 11 each.
- 7006) Item 11: Decrease the amount of Pilot Cars by 4 each.

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 7001) Item 1: The increase in the amount of Granular Shoulders was due to the final quantities.
- 7002) Item 4: The decrease in the amount of HMA Surface Course, 1/2" Mix (1,000,000 ESAL, Type A) was due to the final quantities.
- 7003) Item 5: The decrease in the amount of Asphalt Binder (PG-64-22) was due to the final quantities.
- 7004) Item 7: The increase in the amount of Painted Pavement Markings was due to the final quantities.
- 7005) Item 10: The decrease in the amount of Flaggers was due to the final quantities. Item was never used.
- 7006) Item 11: The decrease in the amount of Pilot Cars was due to the final quantities.

Original Contract Price:	\$ 421,764.05
Change Order #1 Net Value:	\$ 3,237.95
Final Contract Price:	\$ 425,002.00

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: OMG Midwest Inc. dba Cessford Construction

CITY ENGR:

BY:

DATE:

DATE:

PROJECT ENGR:

DATE:

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH OMG MIDWEST INC., dba CESSFORD
CONSTRUCTION, IN THE AMOUNT OF \$425,002.00 FOR CONSTRUCTION OF
THE 2015 STP IOWA AVE. EAST MILL AND OVERLAY PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015010

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Project.

WHEREAS, said project has been completed by OMG Midwest Inc., dba Cessford Construction of LeGrand, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2015 STP Iowa Ave. East Mill and Overlay Project, being project number 76015010, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$425,002.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with OMG Midwest Inc., dba Cessford Construction including the payment of the items called for in said contract and approved for final payment.

Passed this 12th day of December, 2016 and signed this ____ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: OMG Midwest Inc., dba Cessford Construction PROJECT NO.: 76015010

ADDRESS: 2320 Zeller Ave. LeGrand, IA 50142

SURETY: XL Specialty Insurance Co.

ADDRESS: Stamford, CT

KIND OF WORK: Asphalt Mill & Overlay Repair

CONTRACT COMPLETION DATE: October 13, 2016

This is to certify that the work covered by the contract with OMG Midwest Inc., dba Cessford Const.

On the above project, let January 20, 2016 and dated March 8, 2016 with an original contract amount of \$ 421,764.05 consisting of 2015 STP Iowa Ave. East Mill and Overlay Project and located in the City of Marshalltown was completed on the 22nd day of September, 2016 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$ 425,002.00 Liquidated Damages: \$ 0.00

Retainage less the liquidated damages: \$ 3,237.95

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 12/7/16
Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
James L. Lowrance, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 6, 2016

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

From: Justin Nickel
Director of Public Works

Re: Prj # 76015008 - Change Order #1 and Statement of Completion – Manatt's, Inc for construction services for the STP E Main St. Mill and Overlay Project 76015008 in the City of Marshalltown.

Policy Issue: City policy requires Governing Body approval of all Change Orders and Certificates of Completion.

Recommendation: Staff recommends approving Change Order #1 an increase in the amount of \$18,139.37 and the Statement of Completion with Manatt's, Inc for construction services for the STP E Main St. Mill and Overlay Project 76015008 in the City of Marshalltown.

Background: Work was completed to satisfaction with the contract. This Change Order #1 and the Statement of Completion are being recommended for approval.

Budget Impact: (80/20 Agreement) 80% Federal funds and 20% Local Match which has sufficient funds included in the Road Use Tax for the improvements of this project.

Attachment: Change Order #1 and Statement of Completion

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



RESOLUTION APPROVING CONTRACT CHANGE ORDER #1
FOR THE 2015 STP EAST MAIN ST. MILL AND OVERLAY PROJECT
NUMBER 76015008
AN INCREASE OF \$18,139.37

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Manatt's, Inc. of Brooklyn, IA, for the labor and material for the 2015 STP East Main St. Mill and Overlay Project 76015008; and

WHEREAS an increase is requested to adjust for final quantities to successfully complete the project for the 2015 STP East Main St. Mill and Overlay Project in the amount of \$18,139.37.

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

Section 1. That the contract Change Order #1 for the 2015 STP East Main St. Mill and Overlay Project 76015008, in the increased amount of \$18,139.37 is hereby accepted and approved.

Passed this 12th day of December, 2016, and signed this _____ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: MANATT'S, INC.
1771 OLD 6 ROAD
BROOKLYN, IA 52211

PROJECT: 2016 STP East Main St Mill & Overlay Project SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76015010

DATE: November 16, 2016

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 7001) ITEM 1: Increase the amount of Granular Shoulder, Type B, by 517.3 tons.
- 7002) ITEM 4: Decrease the amount of HMA (1,000,000 ESAL), Surface, ½ In. Mix, by 273.8 tons.
- 7003) ITEM 5: Decrease the amount of Asphalt Binder, PG-64-22, by 45.1 tons.
- 7004) ITEM 9: Decrease the amount of Flaggers by 11 each.
- 7005) ITEM 10: Decrease the amount of Pilot Cars by 4 each.
- 7006) ITEM 12: Increase the amount of Paved Shoulder by 293.0 tons.

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

- 8001) Excavation, Class 13 (Approved by the IDOT)

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 7001) ITEM 1: The increase in the amount of Granular Shoulders was due to the final quantities.
- 7002) ITEM 4: The decrease in the amount of HMA (1,000,000 ESAL), Surface, ½ In. Mix was due to the final quantities.
- 7003) ITEM 5: The decrease in the amount of Asphalt Binder (PG-64-22) was due to the final quantities.
- 7004) ITEM 9: The decrease in the amount of Flaggers was due to the final quantities
- 7005) ITEM 10: The decrease in the amount of Pilot Cars was due to the final quantities.
- 7006) ITEM 12: The increase in the amount of Paved Shoulder was due to the final quantities.

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

- 8001) Excavation, Class 13 (Approved by the IDOT) was omitted from the original project quantities.
This item was needed for the construction of the paved shoulder.

Original Contract Price:	\$ 512,125.85
Non-Contract Item (Extra Work Order)	\$ 7,875.00
Final Quantity Adjustment	\$ 10,264.37
Change Order #1 Net Value:	\$ 18,139.37
Final Contract Price:	\$ 530,265.22

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: MANATT'S, INC. _____

CITY ENGR: Justin Nickel

BY: _____

DATE: 12/7/16

DATE: _____

PROJECT ENGR: _____

DATE: _____

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH MANATT'S, INC.,
IN THE AMOUNT OF \$530,265.22 FOR CONSTRUCTION OF THE
2015 STP EAST MAIN ST. MILL AND OVERLAY PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015008

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Project.

WHEREAS, said project has been completed by Manatt's, Inc. Brooklyn, Iowa, pursuant to the plans and specifications covering said project.

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

That the labor and material for the 2015 STP East Main St. Mill and Overlay Project, being project number 76015008, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of \$530,266.22.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Manatt's, Inc. including the payment of the items called for in said contract and approved for final payment.

Passed this 12th day of December, 2016 and signed this ____ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: Manatt's Inc. PROJECT NO.: 76015008

ADDRESS: 1771 Old 6 Rd, Brooklyn, IA 52211

SURETY: Merchants Bonding Company

ADDRESS: 6700 Westown Parkway, West Des Moines, IA 50266

KIND OF WORK: Asphalt Mill & Overlay Repair

CONTRACT COMPLETION DATE: October 13, 2016

This is to certify that the work covered by the contract with Manatt's, Inc.

On the above project, let January 20, 2016 and dated March 7, 2016 with an original contract amount of \$ 512,125.85 consisting of 2015 STP East Main St. Mill and Overlay Project and located in the City of Marshalltown was completed on the 19th day of September, 2016 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$ 530,265.22 Liquidated Damages: \$ 0.00

Retainage less the liquidated damages: \$ 26,513.26

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: Justin E. Nickel Iowa Reg. No. 18950 Date: 12/7/16
Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
James L. Lowrance, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk



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

To: Mayor and City Council

From: David Riersen

Date: 12-12-16

RE: 28E Agreement for Polk County Area Fire/Rescue Services

Background: This is a request from the Polk County Area Fire/Rescue Services to change the 28E Agreement with the City. The request is made in response to changes to the Public Assistance Program (FEMA reimbursement following a federally declared disaster). The change states that a department cannot be reimbursed for helping another community, unless an agreement is in place that allows for billing. The operational time frame would be 12 hours. After 12 hours, the providing entity may seek compensation from the requesting entity. Additionally, only the receiving community can request reimbursement from FEMA.

Recommendation: It is the recommendation of the Fire Chief that the agreement be approved. No billing would occur unless the incident extends beyond 12 hours. Any significant event would quickly tax the resources of the Fire Department and require outside help.

Budget Impact:

A budget impact could occur, but it would take a significant event for this to happen. Impact could occur while waiting for FEMA reimbursement or payment from an insurance carrier.

#2016-

**RESOLUTION APPROVING 28E AGREEMENT FOR MUTUAL ASSISTANCE FOR
POLK COUNTY AREA FIRE/RESCUE SERVICES**

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 desires to enter into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

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

That the City approves the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services; and the Mayor, is hereby authorized and directed to execute said agreement on behalf of the City.

Passed this 12th day of December 2016, and signed this 12th day of December 2016.

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, City Clerk

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Area Fire/Rescue Services

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Story County and Warren County (“adjoining counties”); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:51 a.m. on June 24, 2015, numbered M508206 (“2015 Agreement”); and

WHEREAS, the 2015 Agreement has been in force for one year and Parties desire to update; and

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

- A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party ("Providing Entity") and requested by the other Party ("Requesting Entity") to this Agreement.
- B. Incident Commander. The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director or designee of the Requesting Entity. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

V. Authority over Joint Operations

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency response activities. The ranking supervisor of the Providing Entity shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their

employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Requesting Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

- A. Emergency Services. For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or longer. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement.

All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)
- c. Supplies (actual cost incurred, including shipping of replacement supplies)

Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

- B. Emergency Medical Services. The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

- C. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2017, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2017, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2015 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.

Effective Date: January 1, 2017

Legal Name of Jurisdiction: _____

Jurisdiction Official

Dated

Attest

Dated

Chief/Director

Dated

28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.

Effective Date: January 1, 2017

Legal Name of Jurisdiction: _____

Jurisdiction Official

Dated

Attest

Dated

Chief/Director

Dated



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 6, 2016

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

From: Justin Nickel
Director of Public Works

Re: Award Construction Contract – Boulder Contracting LLC for Iowa River Trail Phase I (12th to Summit) Project (40115012) amount of \$779,613.50.

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

Recommendation: Staff recommends awarding the construction contract to Boulder Contracting LLC for Iowa River Trail Phase I (12th to Summit) in the amount of \$779,613.50. The Engineers Estimate of probable cost was \$1,071,777.00.

Background: Construction includes the trail in Marshalltown from 12th Street to Summit Street, including the bridge, as well as improvements in Steamboat Rock.

Budget Impact: This project will be funded with federal and state funds. No City funding is required.

Attachment: Agreement.

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION
OF THE IOWA RIVER TRAIL PHASE I (12TH ST TO SUMMIT)
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 40115012
IN THE AMOUNT OF \$779,613.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Boulder Contracting LLC. , of Grundy Center, IA, for construction of the Iowa River Trail Phase I (12th St to Summit) as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Boulder Contracting LLC. of Grundy Center, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Boulder Contracting LLC., duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 40115012 the Iowa River Trail Phase I (12th St to Summit) in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

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

Passed this 12th day of December 2016, and signed this _____ day of December 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: November 15, 2016 Contract ID: 64-4797-620 Bid Order No.: 107
County: MARSHALL Project Engineer: CITY OF MARSHALLTOWN
Cost Center: 849300 Object Code: 890 DBE Commitment: \$15,600.00
Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the CITY OF MARSHALLTOWN CONTRACTING
AUTHORITY, AND
BOULDER CONTRACTING, LLC. OF GRUNDY CENTER, IA, (BO413), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 11/10/2016.

PROJECT: TAP-U-4797(620)--8I-64 COUNTY: MARSHALL
WORK TYPE: PCC SIDEWALK/TRAIL ACCOUNTING ID: 33849
ROUTE: IOWA RIVER TRAIL LENGTH (MILES): 34
LOCATION: IN THE CITY OF MARSHALLTOWN, ON IOWA RIVER RAILROAD, FROM MA
RSHALLTOWN NORTH 34 MILES TO STEAMBOAT ROCK
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: FHWA-1273.06, GS-15003, IA16-97.0A

Contractor, for and in considerations of \$779,613.50 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By _____, _____
Contractor Contractor (if joint venture)

By _____
Contracting Authority Contract Award Date

Iowa DOT Concurrence _____
For Local Agency Contracts Concurrence Date

Re: ad: NPH Alliant - please publish on Dec 2, please RSVP

From : Shari Coughenour <scoughenour@ci.marshalltown.ia.us>
Subject : Re: ad: NPH Alliant - please publish on Dec 2, please RSVP
To : Jessica at TR <trlegals@timesrepublican.com>

Tue, Nov 29, 2016 10:47 AM

Thank you.

Shari

From: "Jessica at TR" <trlegals@timesrepublican.com>
To: "Shari Coughenour" <scoughenour@ci.marshalltown.ia.us>
Sent: Tuesday, November 29, 2016 9:05:11 AM
Subject: Re: ad: NPH Alliant - please publish on Dec 2, please RSVP

Hi Shari,
I have this set up for 12/2 as requested. Thanks!

Jessica Slifer
National Account Supervisor
Times-Republican
Marshalltown, IA
641-753-6611
trlegals@timesrepublican.com

-----Original Message-----

From: "Shari Coughenour" <scoughenour@ci.marshalltown.ia.us>
To: "Jessica at TR" <trlegals@timesrepublican.com>, trpub@timesrepublican.com
Cc: "Justin Nickel" <jnickel@ci.marshalltown.ia.us>
Date: 11/28/16 04:36 PM
Subject: ad: NPH Alliant - please publish on Dec 2, please RSVP

I think we need to try this again.
Please publish on Dec 2. Thank you.
Shari

From: "Shari Coughenour" <scoughenour@ci.marshalltown.ia.us>
To: "Jessica at TR" <trlegals@timesrepublican.com>, trpub@timesrepublican.com
cc: "Justin Nickel" <jnickel@ci.marshalltown.ia.us>
Sent: Thursday, October 20, 2016 12:18:59 PM
Subject: ad: NPH Alliant - please publish on Oct 26, please RSVP. Thank you.

ad: NPH Alliant - please publish on Oct 26, please RSVP. Thank you.

From : Shari Coughenour <scoughenour@ci.marshalltown.ia.us>

Thu, Oct 20, 2016 12:18 PM

Subject : ad: NPH Alliant - please publish on Oct 26, please RSVP. Thank you.

To : trlegals@timesrepublican.com, trpub@timesrepublican.com

Cc : Justin Nickel <jnickel@ci.marshalltown.ia.us>

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, legally described as:

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,

from the City of Marshalltown to Interstate Power and Light Company, DBA Alliant Energy. The consideration for such conveyance shall be the sum of \$ 67,100.00 (sixty-seven thousand one hundred and 00/100) Dollars, plus other good and valuable consideration, and costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on November 14, 2016, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

Shari L. Coughenour, CMC, City Clerk
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158
p: 641-754-5701
f: 641-754-5717
[<mailto:clerk@ci.marshalltown.ia.us> | clerk@ci.marshalltown.ia.us]
Office Hours: 8:30 am - 5:00 pm

Marshalltown



RESOLUTION ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE
CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN,
IOWA, TO INTERSTATE POWER AND LIGHT COMPANY, DBA ALLIANT ENERGY
TO THE PROPERTY DESCRIBED HEREIN AND
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 24th day of October, 2016, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to INTERSTATE POWER AND LIGHT COMPANY, DBA ALLIANT ENERGY, the property, located in Marshalltown, Iowa, herein after described; and

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

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to INTERSTATE POWER AND LIGHT COMPANY, DBA ALLIANT ENERGY, of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers,

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 24th day of October, 2016, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements, rights of way and access for public utilities and sewers as set out in Section 2, to the real estate located in the City of Marshalltown described as:

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND

RESTRICTIONS OF RECORD, IF ANY,

to Interstate Power and Light Company, DBA Alliant Energy, is hereby approved and adopted.

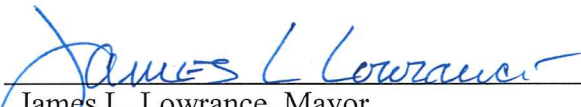
Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

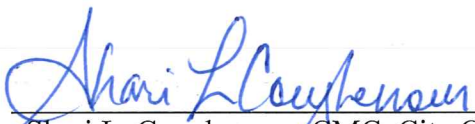
Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 14th day of November, 2016, and signed this 21 day of November, 2016.

CITY OF MARSHALLTOWN, IOWA




James L. Lowrance, Mayor
ATTEST:


Shari L. Coughenour, CMC, City Clerk

DESCRIPTION OF PARCEL B

MARSHALL COUNTY

PROJECT NO. 77194

DESCRIPTION

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS ARE THE RESULT OF GPS OBSERVATIONS.



Interstate Power and Light Co.
An Alliant Energy Company

200 First St. SE
Cedar Rapids IA 52401-1409

PO Box 351
52406-0351

www.alliantenergy.com

October 18, 2016

Marshalltown City Council
c/o Justin Nickel, P.E.
Director of Public Works
24 N. Center Street
Marshalltown, Iowa

RE: Upcoming Public Hearing for Alliant Energy's Request to Purchase Land

Dear City Council Members;

In response to our request to purchase land owned by the City of Marshalltown...

- (1) ITC is rebuilding/converting some of the 34.5kV transmission to 69kV and retiring the rest. IPL's substations, including the one servicing JBS (across the road), will be obsolete at that time. Our existing site is not big enough to be rebuilt with upgraded equipment.
- (2) JBS needs the ability to expand its electric capacity to meet future demands.
- (3) This site, which we would like to purchase from Marshalltown, provides the City of Marshalltown and Alliant Energy an opportunity to support growth of an existing as well as future employers in this area of Marshalltown.

We look forward to meeting with you to answer any questions and to address any of your concerns so that we can move forward with this proposal.

Thanks in advance for your assistance and please contact me at 319-786-8167 if you have any questions or concerns prior to our meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Kullander", written over a large, stylized checkmark.

Rick Kullander
Real Estate & Right of Way Representative
Office: 319.786.8167
RichardKullander@alliantenergy.com

Encl.

OFFER AND ACCEPTANCE

TO: City of Marshalltown , SELLERS

1. REAL ESTATE DESCRIPTION. The Buyer offers to buy real estate in MARSHALL County, Iowa, described as follows:

See **Legal Description, Exhibit A** attached hereto and made a part hereof
(this offer is subject to survey and is being made at a price of \$10,000/acre exclusive of public right-of-way. The final purchase price could be more or less determined by that survey.):

with any easements and appurtenant servient estates, but subject to the following: a) any zoning and other ordinances; b) any covenants of record; and c) any easements of record for public utilities, roads and highways (the "Real Estate"), provided Buyer, on possession, are permitted to make the following use of the Real Estate: Electric Substation (the "Intended Use")

2. PRICE. The purchase price (the "Purchase Price") shall be: **Sixty-Seven Thousand One Hundred Dollars and (\$67,100.00)**, payable at MARSHALL County, Iowa, as follows: (\$5,000.00) EARNEST MONEY TO BE PAID WITHIN 10 BUSINESS DAYS OF ACCEPTANCE BY SELLER AND TO BE HELD BY SELLER UNTIL CLOSING AND THE BALANCE TO BE PAID AT CLOSING.
3. REAL ESTATE TAXES. Sellers shall pay all taxes which are a lien prior to possession and any unpaid real estate taxes payable in prior years. Seller shall pay its prorated share, based upon the date of possession, of the real estate taxes, if any, for the fiscal year commencing July 1 prior to "Closing" (as hereinafter defined), due and payable on the following fiscal year. Buyer shall be given a credit for such proration, if any, at Closing based upon the last known actual net real estate taxes payable according to public records. Buyer shall pay all subsequent real estate taxes.
4. SPECIAL ASSESSMENTS.
- Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this Offer and Acceptance.
 - IF a. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
 - All other special assessments shall be paid by Buyer.
5. RISK OF LOSS. Risk of loss prior to Seller's delivery of possession and Closing of the Real Estate to Buyer shall remain with the Sellers.
6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyer. Should loss or destruction of all or any part of the Real Estate or property located thereon occur, Buyer shall have the right to terminate this Offer and Acceptance. If Buyer elects to accept the Real Estate that has been adversely affected by such loss or destruction, Seller shall repair the damage and any proceeds of insurance payable to Seller by reason of damage of Real Estate or property shall be paid to Buyer.
7. POSSESSION AND CLOSING. If Buyer timely performs all obligations, possession and closing of the Real Estate shall be delivered to Buyer on or before **December 30, 2016** (the "Closing").
8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates, and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) None.
9. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the Purchase Price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to act or omission of Sellers, including transfers by or the death of Sellers or their assignees. In the event that a subdivision of the Real Estate or other land of which the Real Estate is a part is necessary to effect the Closing, Interstate Power and Light Company shall pay for the cost of the extension of the abstract following the recording of any subdivision plat with the relevant county recorder.
11. **DEED.** Upon payment of Purchase Price, Sellers shall convey the Real Estate to Buyer or the Buyer's assignees, by Warranty Deed, free and clear of all liens, restrictions and encumbrances except as provided in 1.a. through 1.c.
12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If the Sellers, immediately preceding acceptance of this Offer and Acceptance, hold the title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyer, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this Offer and Acceptance to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this Offer and Acceptance, executes this Offer and Acceptance only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the warranty deed or real estate contract for this purpose.
14. **TIME IS OF THE ESSENCE.** Time is of the essence in this Offer and Acceptance.
15. **REMEDIES OF THE PARTIES:**
 - a. If Buyer fails to timely perform this Offer and Acceptance, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this Offer and Acceptance may be foreclosed in equity and the Court may appoint a receiver.
 - b. If Sellers fail to timely perform this contract, Buyer have the right to have all payments made returned to them or sue for specific performance.
 - c. Buyer and Sellers also are entitled to utilize any and all other remedies or actions at law or equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
16. **STATEMENT AS TO LIENS.** If Buyer intends to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyer with a written statement from the holder of such lien, showing the correct balance due.
17. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this Offer and Acceptance shall be on a form of the Iowa State Bar Association.
18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this Offer and Acceptance for such approval. If this Offer and Acceptance is not so approved it shall be void.
19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This Offer and Acceptance shall apply to and bind the successors in interest of the parties. Buyer may assign its rights under this Offer and Acceptance, which assignment shall act as a release by Seller of Buyer of its obligations hereunder.
20. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
21. **TIME FOR ACCEPTANCE.** If this Offer and Acceptance is not accepted by Sellers on or before November 20, 2016, it shall become void and all payments shall be repaid to the Buyer.

22. ENVIRONMENTAL CONDITIONS. Buyer's obligations under this Offer and Acceptance are expressly contingent upon the receipt by Buyer, or its assign, on or before Closing, of results satisfactory to it of any investigation, tests, audits, examinations or analysis of the environmental condition of the Real Estate that the Buyer obtains as described above. Seller shall aid Buyer in conducting all reasonable tests necessary to determine the environmental condition of the Real Estate to be acquired, and shall provide to Buyer all information regarding the prior history of the Real Estate, including environmental assessments and the results of test borings. All costs of performing the environmental assessments and testing with respect to the above described Real Estate shall be borne by Buyer. If, for any reason, Buyer determines that the Real Estate to be acquired is not in satisfactory environmental condition, as determined in its sole and absolute discretion, Buyer may terminate this Offer and Acceptance and Buyer will be returned to its original position, including the immediate return of any earnest money.
23. INSPECTION OF REAL ESTATE. Buyer shall be permitted immediate access onto the Real Estate to conduct general due diligence with respect to the Real Estate including, but not limited to, land surveys, easement(s) location, examinations, inspections, soil boring or other appropriate tests that may be necessary to determine if the Real Estate is suitable for Buyer's contemplated purposes. Buyer shall have the right to conduct, and shall be responsible for, such surveys, examinations, inspections or tests as Buyer deems necessary and appropriate and Buyer shall comply with all federal, state and local laws which might in any way relate to such surveys, examinations, inspections or tests. Buyer shall be responsible for any damage caused to the Real Estate to the extent such actions are a result of negligent acts by the Buyer. If, for any reason, Buyer determines that the Real Estate to be acquired is not suitable for Buyer's contemplated purposes, as determined in Buyer's sole and absolute discretion, Buyer may terminate this Offer and Acceptance and Buyer will be returned to its original position, including the immediate return of any earnest money.
24. ADDITIONAL EASEMENTS. Sellers agree to grant any required easements to Buyer on Seller's adjacent lands as may be required for the operation of the utility on Buyer's form of easement at no further cost to Buyer. This provision shall survive the closing of this Offer and Acceptance.
25. FURTHER DOCUMENTATION. Buyer and Seller agree in good faith to execute such further or additional documents as may be necessary or appropriate to carry out the intent and purpose of this Offer and Acceptance.
26. ZONING, PERMITS AND REGULATORY APPROVALS. Buyer's obligations under this Offer and Acceptance are expressly contingent upon Buyer obtaining, at or before Closing, proper zoning and/or rezoning of the Real Estate if required, and is contingent upon Buyer's receipt of satisfactory approval from any and all regulatory or governmental agencies having appropriate jurisdiction over the use of the Real Estate, including but not limited to the obtaining any and all licenses, permits and consents necessary to construct and maintain an electric substation for Buyer's utility business. Seller agrees to cooperate with Buyer for purposes of this process.
27. SURVEYS. Buyer's obligations under this Offer and Acceptance are expressly contingent upon the receipt by Buyer at or before Closing, of a satisfactory ALTA boundary survey at Buyer's sole obligation and expense prior to Closing. Seller agrees to cooperate with Buyer for purposes of subdividing and platting in the event subdivision and platting requirements are necessary to effect the Closing. Seller acknowledges that the subdivision of land may require the advance payment of real estate taxes with respect to the Real Estate and surrounding property, which payment Seller agrees to pay when so directed by Buyer.
28. ADDITIONAL PROVISIONS.
- A. This offer is subject to a public hearing and approval by the Marshalltown City Council.
- B. The Plat of Survey will be recorded upon approval of the Marshalltown City Council. The Buyer will be notified when the tenant has harvested any crops so as to proceed with any surveys and/or any testing(s). If Buyer proceeds with surveys and/or testing(s) prior to crops being harvested, they will pay any crop damages.

DATED: 10/18/2016

INTERSTATE POWER AND LIGHT COMPANY (Buyer)

By: Ted Francois
Ted Francois

This offer is accepted November 14, 2016.

James L Lowrance
Seller
Mayor

Shari L Conyers
Seller
Attest City Clerk



Legal Description, Exhibit A

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

PLAT OF SURVEY

PARCEL "B"
 7.21 ACRES GROSS
 0.50 ACRES EASEMENT
 6.71 ACRES NET

LOT 1
 180.85' N0°42'23"W 220.00'

LOT 2
 479.00' S0°42'23"E 319.44'

LOT 3
 438.47' N89°30'09"E 1534.15'

BOUNDARIES:
 N89°30'59"E 655.69'
 N89°30'09"E 655.60'
 S0°44'08"E 181.00'
 N0°44'06"W 479.00'
 S89°30'09"W 655.36'
 S0°44'06"E 479.00'
 S89°30'09"W 1534.15'

FEATURES:
 33.00' ROAD EASEMENT (412.5)
 35.00' ROAD EASEMENT (412.5)
 FND 1/2" REBAR w/ YPC #4009 N89°30'09"E 220.00'
 FND 1/2" REBAR w/ YPC #15270
 W 1/4 CORNER SECTION 25-84-18 FND MAG NAIL POINT OF COMMENCEMENT
 CENTER SECTION 25-84-18 FND GIN SPIKE
 MARION STREET

DESCRIPTION
 PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OWNER OF RECORD: CITY OF MARSHALLTOWN
 SURVEY REQUESTED BY: RICK KULLANDER
 FIELD WORK COMPLETED: 9-13-2016

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- () RECORDED AS

NOTE:
 ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

 SCALE 1"=200' 	ALLIANT ENERGY SURVEY IN THE SW 1/4 OF THE NW 1/4 OF SECTION 25-84-18 MARSHALLTOWN, MARSHALL COUNTY, IOWA I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa. JEREMY A. HARRIS, PLS date Iowa License Number 22259 My License Renewal Date is December 31, 2017 Pages or sheets covered by this seal: <u>THIS SHEET</u>	 Clapsaddle-Garber Associates, Inc. 16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgaconsultants.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWN CAQ</td> <td style="width: 50%;">SHEET NO. 1</td> </tr> <tr> <td>DATE 9-14-16</td> <td>PROJECT NO. 77194.05</td> </tr> </table>	DRAWN CAQ	SHEET NO. 1	DATE 9-14-16	PROJECT NO. 77194.05
DRAWN CAQ	SHEET NO. 1					
DATE 9-14-16	PROJECT NO. 77194.05					

HAZOP Final Report - Safety HAZOP Final Report - Plant 1 - 09-20-16 - 8:44 am - 00268

TENTATIVE RESOLUTION PROVIDING FOR THE
CONVEYANCE AND TRANSFER OF TITLE
TO THE PROPERTY HEREIN DESCRIBED
FROM THE CITY OF MARSHALLTOWN, IOWA
TO INTERSTATE POWER AND LIGHT COMPANY, DBA ALLIANT ENERGY

WHEREAS the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to transfer property set out and described in Section 1 hereof to the adjacent property owners, Interstate Power and Light Company, DBA Alliant Energy; and

WHEREAS the consideration for the transfer of the real estate to Interstate Power and Light Company, DBA Alliant Energy, as set forth in Section 1, is the full sum of \$ 67,100.00 (sixty-seven thousand one hundred and 00/100) Dollars including costs of transfer and publication, said sum payable to the City of Marshalltown; and

WHEREAS the property being transferred by the City of Marshalltown, Iowa to Interstate Power and Light Company, DBA Alliant Energy is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City of Marshalltown, Iowa, by this Tentative Resolution, proposes to transfer and convey title by Quit Claim Deed to the following described property Interstate Power and Light Company, DBA Alliant Energy and said property is described as follows, to-wit:

As described:, legally described as follows:

PARCEL "B" LOCATED ENTIRELY WITHIN PART OF LOT 1, LOT 1 OF 2, LOT 3 AND ALL OF LOT 2 OF 2 IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE, N89°30'09"E 438.47' ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO THE SOUTHEAST CORNER OF THE EAST LINE OF THE WEST 105' OF LOT 3 ALSO BEING THE POINT OF BEGINNING; THENCE, N0°44'06"W 479.00' ALONG SAID EAST LINE; THENCE, N89°30'09"E 655.60' TO A POINT ON THE WEST LINE OF THE EAST 220' OF LOT 1; THENCE, S0°42'23"E 479.00' ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE, S89°30'09"W 655.36' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. PARCEL "B" CONTAINS 7.21 ACRES INCLUDING 0.50 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

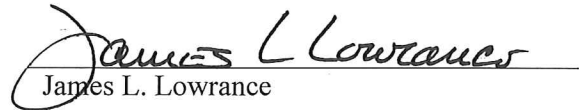
Section 2. That the consideration for the above-referred to real estate being transferred in Section 1 to Interstate Power and Light Company, DBA Alliant Energy, shall be the sum of \$ 67,100.00 (sixty-seven thousand one hundred and 00/100) Dollars, including costs of transfer and publication, payable to the City of Marshalltown, Iowa.

Section 3. The City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Section 4. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on November 14, 2016, to consider any and all comments filed with the City Clerk or made in open council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 24th day of October, 2016, and signed this 26 day of October, 2016.

CITY OF MARSHALLTOWN, IOWA


James L. Lowrance

ATTEST:


Shari L. Coughenour, CMC, City Clerk



Linn St from 9th St to 8th Ave & Church St from 7th Ave to 9th St

Total Cost:

Remove and Replace Signage (Reusing existing signs/posts)	\$0.00
Painted Pavement Markings (Materials)	\$2,055.88
Traffic Signal Remove and Replace (Materials)	<u>\$20,556.00</u>
Total	\$22,611.88
Total w/20% Contingency	\$27,134.26

Linn St & Church St from 3rd St to 3rd Ave

Total Cost:

Remove and Replace Signage (Reusing existing signs/posts)	\$0.00
Painted Pavement Markings (Materials)	\$2,046.25
Traffic Signal Remove and Replace (Materials)	<u>\$20,556.00</u>
Total	\$22,602.25
Total w/20% Contingency	\$27,122.70

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SEC. 26-93 OF THE MARSHALLTOWN CITY CODE,
2013 RECODIFICATION, BY AMENDING THE DESIGNATION OF CERTAIN
ONE-WAY STREETS**

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

SECTION 1. Amendment. Section 26-93(a) of the Marshalltown City Code, 2013 Recodification, is repealed.

SECTION 2. Amendment. Section 26-93(b) of the Marshalltown City Code, 2013 Recodification is repealed and the following is adopted in lieu thereof:

"Sec. 26-93(b). Linn Street. Linn Street commencing at the east line of South 3rd Avenue and extending west to west line of South 4th Avenue which shall be only in an east direction of movement on said Linn Street within the limits herein described."

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. When Effective. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed by Council on this ____ day of _____, 20____, and on the ____
day of _____, 20____, the Mayor did the following:

____ approved the ordinance; ____ vetoed the ordinance; ____ took no action on the
ordinance.

Mayor

Attest: _____
Clerk

I certify the following ordinance was posted as required by law on the ____ day of
_____, 20____.

City Clerk



James L. Lowrance, Mayor
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 6, 2016

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

From: Justin Nickel
Director of Public Works

Re: 5 Acres on East Lafrentz Lane

Policy Issue: None, for discussion at this time

Recommendation: None

Background: The property was conveyed to the City in 2002 for installation of a fire department building or other public purpose. The agreement specifies if the property is not used for public purpose it shall revert to the previous owner.

Budget Impact: None

Attachment: Land Transfer agreement

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



Preparer: Stephen R. Irvine, 25 N. Center, Box 557, Marshalltown, IA 50158 641-752-4283

AGREEMENT

IT IS AGREED by and between HIBBS REAL ESTATE, INC., hereinafter referred to as First Party, and THE CITY OF MARSHALLTOWN, IOWA, hereinafter referred to as Second Party, and in consideration of the mutual promises and transfer of real estate, IT IS AGREED AS FOLLOWS, to-wit:

That First Party will transfer to Second Party the following-described real estate:

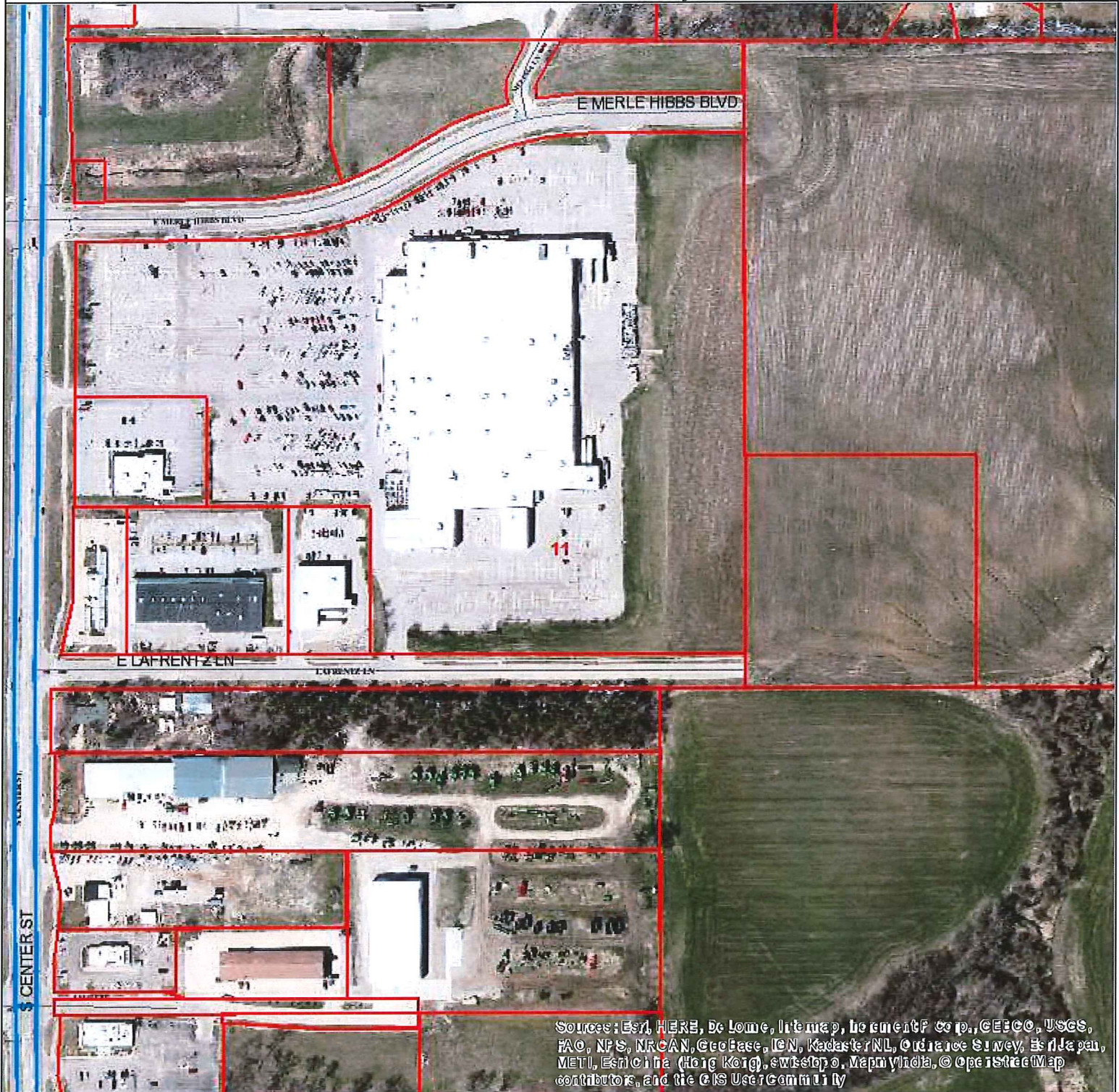
The East 466.69 feet of the West 641.69 feet of the South 466.69 feet of the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

That in consideration of the transfer of said real estate by First Party to Second Party, Second Party hereby covenants and agrees to only use said real estate for the purposes of an installation of a fire department building or another public purpose, and if at any time in the future said property is not used for a public purpose or installation of a fire department building, then in said event, the property so now transferred shall revert and become the property of the owners of the real estate located to the east and north as located in the Northeast Quarter of the Southeast Quarter of Section 11, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa;

That if there shall be the building of a fire department structure upon the above-described real estate, it is the request of the undersigned that David J. Harrison, architect of Design Alliance, Inc. located at 14225 University Avenue, Suite 110, Waukee, Iowa 50263 be given first preference to design said fire department building. That this paragraph shall be subject to the decision to be made by Second Party because of the requirement of selecting proposals from any other firm for designing said building. Therefore, there shall not be any legal liability on the part of Second Party if it is the decision of Second Party to have another architectural firm design said building.

That it is agreed by Second Party and First Party that upon placing a fire department building or any other structure for a public purpose located upon the above-described real estate, then in said event, Second Party shall order and have made and pay for a plaque recognizing the Hibbs Family for the donation of said above-described real estate to THE CITY OF MARSHALLTOWN, IOWA, and that said plaque shall be

Marshall County



Legend

Parcels	ROADS_GEOCODED	geog_twp_poly
CountyRoadMarkers	<all other values>	section_poly
RoadMarker_St_Fed	County Paved	town_poly
<all other values>	Primary Paved	Red: Band_1
Federal	Primary Paved Ramp	Green: Band_2
State	State Paved	Blue: Band_3



0.01 0.035 0.07 0.105 Miles

These tax maps were compiled for assessment and tax information from official county records. All information shown is for the foregoing purpose and does not represent a survey of the land. Mapping by aerial methods.

AN ORDINANCE AMENDING CHAPTER 15.5, "HOUSING CODE" OF THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, RELATING TO WINDOW SILL HEIGHT OF WINDOWS USED FOR EGRESS IN RENTAL HOUSING UNITS WITHIN THE CITY OF MARSHALLTOWN

Be it enacted by the City Council of the City of Marshalltown, Iowa:

SECTION 1: AMENDMENT TO SECTION 15.5-26 j)

Section 15.5-26 j) shall be amended as follows:

"Sec. 15.5-26. Housing quality standards.

j) Access; Performance requirement. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties and the building shall provide an alternate means of egress in case of fire, such as fire stairs or egress through windows, unless otherwise exempt by Building or Fire code.

1.) Every sleeping room shall have at least one operable window with a finished sill height not more than 44 inches above the floor or an exterior door approved for emergency egress or rescue.

i.) Egress windows in a basement sleeping room may have a sill height not more than 44 inches above a single permanent step which is installed under the following conditions:

1.) The run of the step measures between 10 and 12 inches from the wall.

2.) The rise of the step measures between 4 and 7-3/4 inches in height from the floor.

3.) The step is constructed of concrete and permanently attached to the floor using approved construction standards.

4.) The length of the step runs the full length of the window opening.

5.) A clear path of 24 inches around the step must be maintained at all times.

6) The step must be free and clear of any items at all times.

7) The edge of the step shall be marked with a distinctive marking to identify a difference in levels.

ii.) Failure to meet the conditions shall be cause for removal of any previously approved step and the window sill height shall become compliant measuring not more than 44 inches above the floor.

2.) Each window in a sleeping room shall have a minimum net clear opening of 5.7 square feet. The minimum net clear height shall be not less than 24 inches. The minimum net clear width shall not be less than 20 inches.

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY CLAUSE

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

invalid or unconstitutional.

SECTION 4: WHEN EFFECTIVE

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

Passed by the Council on this ____ day of _____, 2016, and signed the ____ day of _____, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing ordinance No. ____ was published as required by law on the __ day of _____, 2016.

Shari L. Coughenour, CMC, City Clerk



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

December 6, 2016

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

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Housing Appeals Board Recommendation & Discussion

Policy Issue: The City of Marshalltown is mandated by the State of Iowa to administer a Rental Housing program. As part of that administration we have adopted minimum housing standards. Various established codes such as the Housing Quality Standards established by HUD and International Codes are adopted and/or used for guidance during the inspection process.

Mr. Darin Adams who is the property owner of 501 Newcastle Road recently appealed a failed item related to the required sill height for a window in a basement sleeping room. The City code reads as follows:

Sec 15.5-26 j.) Access; Performance requirement. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties and the building shall provide an alternate means of egress in case of fire, such as fire stairs or egress through windows.

- 1.) Every sleeping room below the fourth story shall have at least one operable window with a finished sill height not more than 44 inches above the floor or an exterior door approved for emergency egress or rescue. Each window in a sleeping room shall have a minimum net clear opening of 5.7 square feet. The minimum net clear height shall be not less than 24 inches. The minimum net clear width shall not be less than 20 inches.*

The existing sill height in the basement room which was being proposed for sleeping measured 49" from the floor. Additionally the window did not meet the net clear opening requirement which is being corrected according to the owner. At the hearing he stated new windows were being installed within the next week.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin



Mr. Adams requested that he be allowed to install a step in front of the window in order to satisfy the sill height requirement. The Housing Department denied this request. Mr. Adams appealed to the Housing Appeals Board.

The Housing Appeals Board was able to convene a quorum and the Board met on Friday, November 18, 2016, to hear the appeal. The minutes of that meeting are attached.

Sec 15.5-21 outlines the power to grant variances. Section b.) outlines the applicable process for when a Variance would significantly change the inspection criteria which would be the case with this item.

b.) Variances that, if granted, would significantly change the inspection criteria as prescribed by this chapter shall be submitted to the city council along with the board's recommendation for final approval. A significant change for the purposes of this section shall be:

1.) Modification of the acceptability criteria in section 15.5-26.

Recommendation by the Housing Appeals Board:

The Housing Appeals Board made the following recommendation to the City Council.

Brodin made a motion to recommend to the City Council to change the rental ordinance, modifying the bedroom sill height requirement to be a greater amount with staff recommendation related to the step size and material to satisfy the 44" height. Motion seconded by Schulze. Motion carried 3/1 (Brodin, Lynch and Cooper – Yes, Schulze – No).

Any change to the Housing Code would be an ordinance change. Staff has prepared an amendment which outlines minimum conditions of approval for allowing an addition which is an exception to the minimum standard. These conditions include items such as:

- Minimum size including width, height, rise and run.
- Limiting additions to basement sleeping rooms only.
- Allowable construction materials which are permanent (i.e. concrete).
- Identifiable markings.
- A limit of one step.
- Acknowledgement and enforcement by the owner that a free and clear path will be maintained.

Recommendation by the City Staff:

*The City staff maintains their position related to the issue and would recommend **no change** to the current ordinance.*

In 1976, building and fire codes began using the 44" maximum standard for sill height from the floor. During the City's early rental housing enforcement years allowances were made and exceptions granted which were not always consistent or in the best interest of occupants. For approximately twenty years our staff has worked hard to reduce these inconsistencies and when opportunities present themselves we do require compliance. City Inspectors have seen steps be

Marshalltown



removed because tenants find them to be in the way. They become cluttered and inaccessible. They can become a trip hazard for an occupant creating a new danger.

The City requires compliance when a window is being replaced in an existing rental property or when a property is being converted from owner occupied to the renter occupied. We are unable to require compliance in an owner occupied home however we regularly provide guidance and information to home owners encouraging them to meet the standard for occupant safety.

Should the Council choose to adopt an amendment to the existing ordinance it is only applicable to rental housing standards for existing structures. New construction must still comply with the requirement as enforced by the Building Official. This creates potential for confusion in code understanding on the part of builders and contractors, which is another reason staff recommends no change be made.

Background: As previously stated, the City staff has consistently enforced the sill height measurement for a significant length of time. Staff strongly recommends that no change be made to the inspection criteria related to this issue.

Council has the authority to review codes and make changes to the ordinance. An ordinance amendment has been drafted for your consideration.

As previously described this is not an exception or variance for a single property this is a change to the ordinance affecting all rental properties.

Budget Impact: No direct impact to the budget.

Attachment: Housing Appeals Board minutes from Nov. 18, 2016

City of Marshalltown
Housing Appeals Board
November 18, 2016

Called to Order: 3:00PM

Present: Chris Brodin, Kurt Lynch, David Schulze, Karen Shipley Cooper
Absent: Beverly Espenscheid, Tina Eubanks

Motion made by Brodin to approved the agenda, second by Cooper, motion carried 4-0

#1 – Selection of Chair

Brodin made a motion nominating Schulze to serve as Chair, hearing no other nominations, motion seconded by Cooper, motion carried 4-0.

#2 Appeal re: basement bedroom sill height, Darin Adams, 501 Newcastle Road

Chair Schulze reviewed the current Code and explained to the Board this would be a Code change recommendation to the City Council not just for this property, but all rental properties.

Darin Adams, homeowner, presented to the Board information related to his request, which to put a step in a lower level room to meet the rental inspection code for egress windows sill height. Mr. Adams presented information related to other Cities standards on this subject, as well as drawing of the proposed step.

Michelle Spohnheimer, Housing and Community Development Director, discussed that the City of Marshalltown has not allowed steps for at least the last 15 years in rental properties because the Inspectors in the field see them removed, moved becoming hazards themselves or used a décor. Mr. Adams can still rent the property out and just not use that room as a sleeping space.

Scott Riemenschneider, Chief Building Official, discussed that the City has adapted the International Building Code of 2006, not the State Code which is a part of the State Fire Marshall. Riemenschneider did research on the code after email exchanges with Mr. Adams to make sure they are being consistent, further discussing the matter with the International Code Council who said the City's interruption was correct.

The deviation is 5" for Mr. Adams property. Brodin stated he would not discard the use of a step if it could be made permanent – i.e. a concrete step.

Brodin made a motion to recommend to the City Council to change the rental ordinance, modifying the bedroom sill height requirement to be a greater amount with staff recommendation

related to the step size and material to satisfy the 44" height. Motion seconded by Schulze.
Motion carried 3/1 (Brodin, Lynch and Cooper – Yes, Schulze – No).

#2016-

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN AND THE MARSHALLTOWN
ENGINEERING DIVISION, SEWER DIVISION, STREET
DIVISION, AND UTILITY DIVISION OF THE PUBLIC WORKS
DEPARTMENT
PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL NO. 2003, IUPAT**

WHEREAS the City of Marshalltown has negotiated an Employment Agreement with Local Union No. 2003, concerning continued employment; and

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

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

Section 1. That the Agreement by and between the City of Marshalltown, Iowa and Marshalltown Engineering Division, Sewer Division, Street Division, and Utility Division of the Public Works Department Public, Professional and Maintenance Employees Local No. 2003, IUPAT for collective bargaining effective July 1, 2017 through June 30, 2020, is hereby approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of December, 2016 and signed this __ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

#2016-

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN AND
THE MARSHALLTOWN WATER POLLUTION CONTROL PLANT
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 238
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

WHEREAS the City of Marshalltown has negotiated an Employment Agreement with Local Union No. 238, concerning continued employment; and

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

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

Section 1. That the Agreement by and between the City of Marshalltown, Iowa and Marshalltown Water Pollution Control Plant Chauffeurs, Teamsters, and Helpers Local No. 238 affiliated with the International Brotherhood of Teamsters, for collective bargaining effective July 1, 2017, through June 30, 2020, is hereby approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of December, 2016, and signed this ___ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

#2016-

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL UNION NO.16**

WHEREAS the City of Marshalltown has negotiated an Employment Agreement with Local Union No. 16, concerning continued employment; and

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

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

Section 1. That the Agreement by and between the City of Marshalltown, Iowa and the International Association of Firefighters, Local Union No. 16, for collective bargaining effective July 1, 2017, through June 30, 2020, is hereby approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 12th day of December, 2016, and signed this ___ day of December, 2016.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk