CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
OCTOBER 12, 2020, 5:30 PM

GO-TO MEETING - City Council Meeting Mon, Oct 12**, 2020 5:30 PM - 7:30 PM (CDT)**

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/801019517

You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 Access Code: 801-019-517

A. **NOTICE TO PUBLIC**

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

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

E. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

F. **CONSENT AGENDA**

1. APPROVE MINUTES FROM 9/28/20 AND 10/05/20 AND BILL LIST $2,245,464.12

   Documents:

   2020-09-28 Minutes.pdf
   2020-10-05 Minutes.pdf
   10-12-2020_BILL LIST.pdf

2. APPROVE TREE TRIMMER LICENSE - CUSTOM TREE CARE, INC

Documents:

Tree Trimmer License - Custom Tree Care, Inc.pdf

3. Approve 3rd Quarter Strategic Plan Update

Documents:

Q3 2020 Strategic Plan Update.pdf

4. RESOLUTION 2020-279 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 7 RAYOS LIQUOR STORE, 120 E. MAIN STREET, MARSHALLTOWN, IOWA

Documents:

2020-10-12_2020-279_Resolution to Approve Facade Application for 7 Rayos - 120 E Main Street.pdf
7 Rayos Facade City Council Request.pdf
FacadeGrantsListing Updated Oct 1 2020.pdf

5. RESOLUTION 2020-280 ACCEPTING CONTRACT AMENDMENT TO CONTRACT 19-CTBF-003 COMMUNITY CATALYST BUILDING REMEDIATION PROGRAM FOR $500,000 FOR UPPER STORY HOUSING IN THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT

Documents:

2020-10-12_2020-280_Resolution Amending Catalyst Building Program for Upper Housing.pdf
Marshalltown Catalyst Amendment.pdf

6. RESOLUTION 2020-281 AUTHORIZING THE CITY TO SUBMIT AN IEDA CDBG DOWNTOWN REVITALIZATION GRANT

Documents:

2020-10-12_2020-281_Resolution Authorizing the City to Apply for DTR Grant.pdf
10-12-2020_2020-281_DTR_Memo.pdf
10-12-2020_2020-281_DTR_Region 6 Info.pdf

7. RESOLUTION 2020-282 APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

Documents:

2020-10-12_2020-282_Resolution Appv 28E Agreement Tobacco Enforcement FYE 2021.docx
Iowa ABD Tobacco Enforcement 28E.pdf

Mtown PD IA ABD Tobacco Enforcement 28E wCover Letter.pdf

8. RESOLUTION 2020-283 AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY, IMPAIRED DRIVING COUNTERMEASURES GRANT APPLICATION, SECTION 405D, CONTRACT PERIOD OCTOBER 1, 2020 – SEPTEMBER 30, 2021, TO ADDRESS PEDESTRIAN SAFETY

   Documents:

   2020-10-12_2020-283_Resolution Appv GTSB GRANT APPLICATION Pedestrian Safety.pdf
   MPD GTSB FFY 2021 Pedestrian Safety Application Memo.pdf
   GTSB FFY 2021 Pedestrian Project Agreement.pdf

9. RESOLUTION 2020-284 TO ACCEPT IOWA DOT GRANT AWARD FOR AIRPORT ROTATING BEACON AND OTHER IMPROVEMENTS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE AMOUNT OF $120,000.00

   Documents:

   2020-10-12_2020-284_RESOLUTION TO ACCEPT IOWA DOT GRANT AWARD FOR AIRPORT ROTATING BEACON AND OTHER IMPROVEMENTS.pdf
   2020-10-12_2020-284_IA DOT Airport Grant 2021 Letter MIW.pdf
   2020-10-12_2020-284_IA DOT Agreement - Airport Improvement Program.pdf

10. RESOLUTION 2020-285 TO APPROVE NON-FEDERAL REIMBURSABLE AGREEMENT #AJW-FN-CSA-20-CE-OOXXXX FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

   Documents:

   2020-10-12_2020-285_RESOLUTION TO APPROVE NON-FEDERAL REIMBURSABLE AGREEMENT FOR AIRPORT.pdf
   2020-10-12_2020-285_FAA and City of Marshalltown Airport Reimbursable Agreement.pdf

11. RESOLUTION 2020-286 APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT WITH BOLTON AND MENK FOR PROFESSIONAL SERVICES FOR THE EDGEWOOD EXTENSION FOR $471,300

   Documents:

   2020-10-12_2020-286_Resolution Approving Sup

Agreement 2 with Bolton and Menk for Edgewood.pdf
2020.10.6 Edgewood Amendment 2.pdf
Memo on BM Edgewood Supp.pdf

12. RESOLUTION 2020-287 APPROVING CONTRACT CHANGE ORDER #1 FOR THE S 1ST STREET PARKING LOT STORMWATER IMPROVEMENTS PROJECT # PLT19001 AN INCREASE OF $2,677.00

    Documents:

    2020-10-12_2020-287_Resolution Approving Change Order No. 1 for S 1st St Parking Lot PLT19001.pdf
    1st Street Parking Lot CO No. 1.pdf

13. RESOLUTION 2020-288 APPROVING CONTRACT CHANGE ORDER #1 FOR THE TIMBER CREEK PEDESTRIAN BRIDGE PROJECT # PRK18001 AN INCREASE OF $12,500.00

    Documents:

    2020-10-12_2020-288_Resolution Accepting Change Order No. 1 Timber Creek Bridge PRK18001.pdf
    2020-10-12_2020-288_Memo CO1 Timber Creek Bridge PRK18001.pdf
    2020-10-12_2020-288_Change Order No. 1 Timber Creek Bridge PRK18001.pdf

14. RESOLUTION 2020-289 APPROVING CONTRACT CHANGE ORDER #2 FOR THE NORTHEAST FEMA STREET REPAIRS PROJECT # FEMA18004 A DECREASE OF $55,704.00

    Documents:

    2020-10-12_2020-289_Resolution CO2 FEMA Street Repairs.pdf
    FEMA18004 Change Order 2 Draft.pdf
    FEMA18004 Memo NE FEMA Street Repairs CO2.pdf

15. RESOLUTION 2020-290 ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR TAX INCREMENT FINANCING FROM FLINT HILLS HOLDINGS GROUP LLC TO MARSHALLTOWN LOFTS LLC

    Documents:

    Res Mtown Lofts TIF Assignment.pdf
    Mtown Lofts Assignment TIF Agreement.pdf

G. **MOTIONS**

1. Approve New Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor, Through 6/30/21
   SuperMarket Villachuato, 107 N Center Street

Shag, new location: 2501 S Center Street B

H. RESOLUTIONS

1. PUBLIC HEARING AND RESOLUTION 2020-291 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE E. MAIN STREET DRAINAGE IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. SMW20004

   Documents:

   10-12-2020_2020-291_Resolution Approve Plans, Specs SMW20004.pdf
   SMW20004 Memo to Order Construction.pdf
   SMW20004 Notice of Hearing and Letting.pdf

2. PUBLIC HEARING AND RESOLUTION 2020-292 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE S. 12th AVENUE SIDEWALKS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. TRL19002

   Documents:

   10-12-2020_2020-292_Resolution Approve Plans, Specs TRL19002.pdf
   TRL19002 Memo to Order Construction.pdf
   TRL 19002 12th Ave Sidewalk Project Notice of Hearing and Letting.pdf

3. PUBLIC HEARINGS AND RESOLUTION 2020-293 APPROVING AMENDMENT RELATED TO THE ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2019

   1. PUBLIC HEARING ON AMENDMENT TO SERIES 2019 BOND ISSUANCE RESOLUTION FOR THE DANGEROUS AND DILAPIDATED BUILDINGS PROGRAM

   2. PUBLIC HEARING ON AMENDMENT TO SERIES 2019 BOND ISSUANCE RESOLUTION FOR THE REPAVING TRAILS PROJECT

   3. PUBLIC HEARING ON AMENDMENT TO SERIES 2019 BOND ISSUANCE RESOLUTION FOR THE VETERANS MEMORIAL COLISEUM PROJECT

   4. RESOLUTION 2020-293 APPROVING AMENDMENT RELATED TO THE ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2019

      Documents:

      10-12-2020_2020-293_Resolution Hrng Amend 2019 Bond issnc resolMarshalltown422742-38-v1 (1).pdf

I. **ORDINANCES**

1. PUBLIC HEARING ORDINANCE 15003 APPROVING THE REZONING OF CITY PROPERTY ALONG E. SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL

   Public Hearing and 2nd Reading, 3rd Reading 10/26/2020 unless waived by the Council

   Documents:

   10-12-2020_15003_ORD E southridge Rezoning.pdf
   10-12-2020_15003_MEMO E southridge Rezoning.pdf
   10-12-2020_15003_Rezoning Application E Southridge St.pdf

J. **DISCUSSION**

1. Discussion Of McFarland Clinic New Facility Project

   Documents:

   McFarland Clinic Memo.pdf

2. Request For City Participation In New Homebuyer Incentive

   Documents:

   Memo on New Homebuyer Incentive.pdf

3. Request To Dispose Of City-Owned Vacant Lots

   Documents:

   Memo on Sale of Vacant Lots 10.12.20.pdf
   10-12-2020_Discussion_Sale of Vacant Lots2.pdf

K. **PUBLIC COMMENT**

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

L. **CLOSED SESSION - REAL ESTATE**

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with

Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017.

There may be council action by motion following the closed session if directed by the city's attorney.

M. **CLOSED SESSION - REAL ESTATE**

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There may be council action by motion following the closed session if directed by the city's attorney.

N. **ADJOURN**

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

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

COUNCIL PROCEEDINGS
September 28, 2020

Mayor Greer called the meeting to order at 5:30 PM, September 28, 2020, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Chief Rierson recognized Alex Needham for 5 years of service. Steven Jordison, CEO of the Iowa Parks and Rec Association, presented Brad Weuve with the T. Ray Frame Award for an outstanding maintenance person who has demonstrated a high level of skill. Geoff Hubbard, Park & Rec Director presented Brad Weuve with a retirement plaque for over 42 years of service. Economic Development Director Carlos Jeer introduced himself. Councilor Thompson recognized Ecklor's Laundry Mat opening on N. 3rd Ave after the previous location was destroyed in the tornado. Mayor Greer also noted McGregor's Furniture is reopening its downtown location.

CONSENT AGENDA

Motion by Wirin, second by Gowdy to adopt the consent agenda, less approval of items 1, 8, 9, 10, 13, and 18: APPROVE LIQUOR LICENSE RENEWALS FOR CENTRAL IOWA FAIR, 1308 E OLIVE ST AND CASEY'S GENERAL STORE #3228, 916 E MAIN ST; APRROVE TREE TRIMMER LICENSE-JOHNSON LAWN CARE, RESOLUTION 2020-259 AUTHORIZING A GRANT OF $65,000 TO FAREWAY STORES INC. FOR THE CONSTRUCTION OF A NEW STORE; RESOLUTION 2020-260 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 2008 STERLING TRUCK, 2004 GMC TRUCK; RESOLUTION 2020-261 ACCEPTING THE PURCHASE OF A 2022 INTERNATIONAL HV507 DUMP TRUCK WITH A SNOW PLOW AND SALT SPREADER FOR THE PRICE OF $140,457.00 FROM O'HALLORAN INTERNATIONAL FOR USE IN THE STREET DEPARTMENT; RESOLUTION 2020-262 APPROVING MARSHALLTOWN LITTLE LEAGUE LEASE AGREEMENT FOR 2020-2023; RESOLUTION 2020-266 APPROVE THE ANNUAL STREET FINANCIAL REPORT FOR FY2020; RESOLUTION 2020-267 ORDERING CONSTRUCTION OF THE EAST MAIN STREET DRAINAGE IMPROVEMENTS PROJECT SMW20004, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-269 SET DATE FOR PUBLIC HEARINGS ON AMENDMENTS TO SERIES 2019 GO BOND ISSUANCE; RESOLUTION 2020-270 ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR CATALYST BUILDING GRANT AND NEW CONSTRUCTION INCENTIVE GRANT FROM GARRETT AND DANI GOODMAN TO UNITED BANK AND TRUST; RESOLUTION 2020-271 ACCEPTING THE ASSIGNMENT OF ECONOMIC DEVELOPMENT TAX INCREMENT PAYMENTS FOR MARSHALLGAAM LODGING LLC TO AVAILA BANK; RESOLUTION 2020-272 APPROVING THE PURCHASE OF A 2020 DODGE PICKUP FROM MCGRATH DODGE; RESOLUTION 2020-274 APPROVE THE FACADE GRANT APPLICATION FOR 14-16 E. MAIN STREET, MARSHALLTOWN, IOWA; RESOLUTION 2020-275 TO APPROVE CODE BUILDING UPGRADE GRANT APPLICATION FOR 13 N 1ST STREET, MARSHALLTOWN, IOWA; RESOLUTION 2020-276 CERTIFIYING THE POPULATION OF ANNEXED TERRITORY 2424 233RD ST, MARSHALLTOWN, IA TO THE STATE OF IOWA TREASURER; RESOLUTION 2020-277 CERTIFIYING THE POPULATION OF

ANNEXED TERRITORY PARCEL 8317-05-200-005, MARSHALLTOWN, IA TO THE STATE OF IOWA TREASURER. Motion carried 7-0.

Motion by Isom, second by Thompson to APPROVE MINUTES SEPTEMBER 14, 2020 AND BILL LIST $4,871,123.82. Motion carried 7-0.

Motion by Wirin, second by Isom to adopt RESOLUTION 2020-263 AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE POLICE RADIO COMMUNICATION EQUIPMENT AND SERVICES FROM RACOM IN THE AMOUNT OF $221,917.50. Public comment: Mark Eaton, 1007 S 10th Ave, Marshalltown, requested clarification on how this is covered by CARES ACT funds. Motion carried 7-0.

Motion by Isom, second by Wirin to adopt RESOLUTION 2020-264 AUTHORIZING A CONTRACT WITH LANSING BROTHERS CONSTRUCTION FOR THE EMERGENCY ABATEMENT OF DEMOLITION DEBRIS NOT-TO-EXCEED $120,000. CA Kinser advised this figure is based off an informal estimate with room for extra authority and a special assessment will be completed for the recovery. Motion carried 7-0.

Motion by Isom, second by Wirin to adopt RESOLUTION 2020-265 APPROVING AN AGREEMENT WITH BOLTON & MENK FOR PROFESSIONAL SERVICES RELATED TO THE CREATION OF A QUIET ZONE. Motion carried 6-1, Thompson dissenting.

Motion by Isom, second by Gowdy to adopt RESOLUTION 2020-268 ORDERING CONSTRUCTION OF THE SOUTH 12TH AVENUE SIDEWALKS PROJECT TRL19002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS. Clapsaddle and Garber confirmed the sidewalk on Olive St will be North of the power poles. Motion carried 6-1, Hoop dissenting.

Motion by Gowdy, second by Isom to adopt RESOLUTION 2020-273 ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE EDGEWOOD EXTENSION AND FLOOD MITIGATION PROJECT IN THE AMOUNT OF $2,956,849. Motion carried 6-1, Thompson dissenting.

REPORTS

Joe Carter, 610 Elmwood Drive, President of Marshalltown Company, Vice President of the Marshalltown Area Chamber of Commerce, was present to give an update on the Housing Strategy. The City provided funding for the report McClure Engineering has drafted.

ORDINANCES

Motion by Wirin, second by Martin to adopt the first reading of ORDINANCE 15003 APPROVING THE REZONING OF CITY PROPERTY ALONG E. SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL. A public hearing will be scheduled for the October 12, 2020 meeting. Michelle Spohnheimer requests the council waive the third reading to meet the due diligence period for the property sale. Public comment: Kurt Jensen, 2607 Leland Ct, Marshalltown inquired how many lots that would represent for the developer. Michelle advised it does not represent a single lot, the final plat will come to council and the planning commission in October. The minimum lot size in R-2A is 65 ft wide and 8,000 sq ft in area. First reading adopted 7-0.

DISCUSSION

The Housing and Community Development Department has identified a need to conduct a comprehensive review and rewrite the City's Zoning Ordinance. The Zoning Ordinance is essential to community development and ensuring that our codes are kept current is important to our growth as a community. Motion by Isom, second by Thompson to have staff issue the Request for Proposal and bring a recommendation back to the Council. Motion carried 7-0.

The Housing and Community Development Department is working with Region 6 Resource Partners to evaluate a grant opportunity with the Iowa Economic Development Authority under the Community Development Block Grant Downtown Revitalization Program. Staff is requesting a commitment to budget Council-designated LOST in FY 21-22 for a matching contribution not to exceed $500,000, which is a dollar for dollar match. Motion by Wirin, second by Isom to bring forward a resolution of support at the next meeting. Motion carried 7-0.

The current Airport Master Lease agreement was approved in May 2009 and runs for a period of 15 years, expiring in 2024. With the planned construction of a new terminal and hangar facility, the terms of the existing lease will need to be modified significantly. Motion by Cahill, second by Isom to authorize the negotiation of a new lease of the Airport Facilities with Marshalltown Aviation. Motion carried 7-0.

Street crews will continue to do debris pickup from the derecho on a call-in basis once a week. Council members agreed to allow Justin Nickel, Public Works Director the discretion on when to close the compost for the season. Motion by Thompson, second by Cahill to have the compost open free of charge for the remainder of the season. Motion carried 5-2, Hoop and Martin dissenting.

PUBLIC COMMENT

Mark Eaton, 1007 S 10th Avenue, Marshalltown was present to recommend city staff look into Lackey Terrace and property with a deceased owner as part of the nuisance abatement program.

The meeting adjourned at 7:16 pm.

Respectfully Submitted,

Alicia Hunter

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
October 5, 2020

Mayor Greer called the special meeting to order at 12:00 PM, October 5, 2020, at the City Hall Council Chambers, 10 W State Street. Roll call–Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson; Absent: Wirin.

Motion by Hoop, second by Thompson to adopt RESOLUTION 2020-278 ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR CATALYST BUILDING GRANT AND NEW CONSTRUCTION INCENTIVE GRANT FROM FLINT HILLS HOLDINGS GROUP LLC TO MARSHALLTOWN LOFTS LLC. Motion carried 6-0.

The meeting adjourned at 12:10 pm.

Respectfully Submitted,

Alicia Hunter

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN BILL LIST
COUNCIL DATE: OCTOBER 12, 2020

Account Number	Vendor Name	Description (Item)	Amount
PAYROLL	PAYROLL	Payroll #20	$ 305,374.28
001.1010.5280.000	A CHILD IS MISSING	renewal 7/15/20--7/14/21	$ 200.00
110.2010.5565.000	Accurate Hydraulics & Machine Services Inc	repair outrigger cylinder	$ 345.30
110.2010.5565.000	Accurate Hydraulics & Machine Services Inc	repair hyper lift cylinder	$ 395.71
110.2010.5565.000	ACK ENTERPRISES	alternator	$ 233.50
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	$ 254.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	$ 113.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	$ 180.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	$ 155.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	$ 238.00
001.6040.5235.000	AHLERS & COONEY	labor relations	$ 313.50
110.2010.5380.000	AIRGAS USA, LLC	cylinder rentals	$ 43.00
184.5030.5242.000	Alcala, Rigoberto	Housing Assistance Payments	$ 184.00
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	$ 100.00
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	$ 19.79
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	$ 7,519.60
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	$ 219.76
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	$ 406.17
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	$ 3,912.29
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	$ 42.92
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park	$ 21.09
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	$ 15.98
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	$ 17.25
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	$ 14.27
001.4030.5481.000	ALLIANT ENERGY	N 13th St	$ 77.86
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	$ 37.07
001.4030.5481.000	ALLIANT ENERGY	407 Marion St	$ 24.47
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	$ 34.24
001.4045.5481.000	ALLIANT ENERGY	SWIMMING POOL	$ 297.91
001.4065.5481.000	ALLIANT ENERGY	Coliseum	$ 343.63
001.4065.5482.000	ALLIANT ENERGY	Coliseum	$ 32.42
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	$ 286.46
001.6051.5481.000	ALLIANT ENERGY	Carnegie Bldg	$ 1,130.51
001.6051.5482.000	ALLIANT ENERGY	Carnegie Bldg	$ 55.60
110.2010.5481.000	ALLIANT ENERGY	1600 S Center St irrigation system	$ 20.68
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	$ 40.29
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	$ 17,698.02
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	$ 20.29
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	$ 17.75
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	$ 36.10
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	$ 36.08
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	$ 34.45
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	$ 37.07
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	$ 28.63
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	$ 69.01
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	$ 35.27
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	$ 35.84
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	$ 42.02
110.2030.5481.000	ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	$ 27.93
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	$ 110.05
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	$ 50.00
110.2030.5481.000	ALLIANT ENERGY	207 W Main St	$ 32.10
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	$ 35.18
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	$ 55.45
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	$ 39.53
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	$ 30.34
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	$ 58.47
110.2040.5481.000	ALLIANT ENERGY	W High St & S 6th St	$ 22.10
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	$ 98.07
110.2040.5481.000	ALLIANT ENERGY	2000 S 6TH ST	$ 15.29
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	$ 46.09
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	$ 28.44
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	$ 33.65
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	$ 33.02
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	$ 33.53
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	$ 968.92
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	$ 286.42
184.5030.5242.000	Alot Investments	Housing Assistance Payments	$ 823.00
610.8015.5718.000	AMERICAN AED	Automated External Defib for WPCP	$ 1,075.00
999.1121.000	American Education Services	Payroll Deduction	$ 64.41
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 361.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 214.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 245.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 259.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 282.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 293.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$ 297.00

184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	322.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	46.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	328.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	326.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	$	300.00
110.2010.5611.000	Anderson Process & Instrumentation Solutions LLC	compressure switch troubleshooting	$	491.50
001.1090.5331.000	ANIMAL RESCUE LEAGUE	October 2020	$	4,333.33
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	invoice paid 2x	$	(21.82)
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	$	21.82
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	$	21.82
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	$	21.82
110.2010.5342.000	ARAMARK UNIFORM SERVICES INC	mat service	$	57.81
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#531 spark plugs and wires	$	101.99
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#531 spark plug	$	7.93
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	Fire Truck brake cleaner	$	9.60
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	shop- truck cleaning supplies	$	41.88
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	filters	$	16.15
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	quick strut assembly	$	325.50
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	#31 back up alarm	$	32.53
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	#709 fuel filter	$	13.71
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	green corp roloc disc	$	18.72
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	sway bar	$	66.20
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	p/s fluid	$	41.14
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	p/s fluid	$	20.57
001.4030.5386.000	Atcher, Robert	July 2020 contract mowing	$	4,100.00
001.4030.5386.000	Atcher, Robert	September contract mowing	$	1,640.00
184.5030.5242.000	Bahr, Larry	Housing Assistance Payments	$	271.00
184.5030.5242.000	Barnes, Lonnie	Housing Assistance Payments	$	295.00
184.5030.5242.000	Barnes, Lonnie	Housing Assistance Payments	$	217.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Police Dept covert internet service	$	79.34
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Police Dept	$	1,266.25
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Police Dept backup 4500 Veeam and recovery	$	38.80
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Library	$	633.13
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	$	58.20
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	open DNS enterprise monthly subscription	$	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/ Firus email filtering	$	75.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours	$	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	$	375.00
184.5030.5242.000	Benscoter, Aaron	Housing Assistance Payments	$	426.00
881.1010.5230.000	BERNIE LOWE & ASSOC Inc	411 paid med claims	$	8.34
881.1010.5339.000	BERNIE LOWE & ASSOC Inc	411 paid med claims	$	244.64
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	411 paid med claims	$	420.22
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	411 paid med claims	$	2,732.15
145.6050.5410.000	Bishop Consulting Engineers PC	City Hall roof repairs consulting services	$	437.50
184.5030.5242.000	BJ&J LLC	Housing Assistance Payments	$	257.00
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payments	$	351.00
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payments	$	337.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payments	$	340.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	$	18.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	$	139.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	$	206.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	$	608.00
184.5030.5242.000	BRODIN, CHRIS	Housing Assistance Payments	$	135.00
184.5030.5242.000	BROWN, BETTY	Housing Assistance Payments	$	169.00
001.1010.5132.000	BROWNS SHOE FIT CO	duty shoes - Danielson	$	139.50
184.5030.5242.000	BRYNGELSON CORP	Housing Assistance Payments	$	643.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payments	$	310.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payments	$	379.00
184.5030.5242.000	Burr, Robert	Housing Assistance Payments	$	265.00
001.4030.5611.000	CENTRAL IOWA DISTRIBUTING INC	black bags	$	196.20
001.4030.5611.000	CENTRAL IOWA DISTRIBUTING INC	disinfectant wipes	$	105.00
001.2080.5565.000	CENTRAL IOWA FARM STORE INC	#715 mower wheel kit	$	70.40
149.2010.5718.000	CENTRAL IOWA FARM STORE INC	3 chain saws for debris removal	$	976.01
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	92.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	106.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	106.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	115.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	121.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	102.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	105.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	$	133.00
001.1010.5450.000	CENTURYLINK	TRUNK LINES	$	94.46

001.1010.5450.000	CENTURYLINK	TRUNK LINES	$	99.41
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	$	126.26
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	54.85
001.1050.5450.000	CENTURYLINK	TRUNK LINES	$	34.35
001.1050.5450.000	CENTURYLINK	TRUNK LINES	$	36.15
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	$	45.91
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	19.95
001.1070.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.1070.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.1070.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.1071.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.1071.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.1075.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.1075.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.1075.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.4010.5450.000	CENTURYLINK	TRUNK LINES	$	17.17
001.4010.5450.000	CENTURYLINK	TRUNK LINES	$	18.08
001.4010.5450.000	CENTURYLINK	ALL PHONE LINES	$	22.96
001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	9.97
001.4030.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.4030.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.4030.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.4040.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.4040.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.4040.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.4045.5450.000	CENTURYLINK	TRUNK LINES	$	17.17
001.4045.5450.000	CENTURYLINK	TRUNK LINES	$	18.08
001.4045.5450.000	CENTURYLINK	ALL PHONE LINES	$	22.96
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	9.97
001.4065.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.4065.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.4065.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.6010.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.6010.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.6010.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.6010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.6012.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.6012.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.6012.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.6012.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.6020.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.6020.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.6020.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.6020.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
001.6021.5450.000	CENTURYLINK	TRUNK LINES	$	34.31
001.6021.5450.000	CENTURYLINK	TRUNK LINES	$	36.10
001.6021.5450.000	CENTURYLINK	ALL PHONE LINES	$	45.88
001.6021.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	19.90
001.6025.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
001.6025.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
001.6025.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
001.6025.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
110.2010.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
110.2010.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
110.2010.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
110.2010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
110.2040.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
110.2040.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
110.2040.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
110.2060.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
110.2060.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
110.2060.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
110.2060.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
184.5030.5450.000	CENTURYLINK	TRUNK LINES	$	17.17
184.5030.5450.000	CENTURYLINK	TRUNK LINES	$	18.08
184.5030.5450.000	CENTURYLINK	ALL PHONE LINES	$	22.96
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	9.97
189.3040.5450.000	CENTURYLINK	TRUNK LINES	$	8.59
189.3040.5450.000	CENTURYLINK	TRUNK LINES	$	9.04
189.3040.5450.000	CENTURYLINK	ALL PHONE LINES	$	11.48
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$	4.99
610.8015.5450.000	CENTURYLINK	TRUNK LINES	$	25.76
610.8015.5450.000	CENTURYLINK	TRUNK LINES	$	27.11

610.8015.5450.000	CENTURYLINK	ALL PHONE LINES	$ 34.43
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$ 14.96
610.8016.5450.000	CENTURYLINK	TRUNK LINES	$ 10.30
610.8016.5450.000	CENTURYLINK	TRUNK LINES	$ 10.85
610.8016.5450.000	CENTURYLINK	ALL PHONE LINES	$ 13.78
610.8016.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$ 5.98
690.8050.5450.000	CENTURYLINK	TRUNK LINES	$ 8.59
690.8050.5450.000	CENTURYLINK	TRUNK LINES	$ 9.04
690.8050.5450.000	CENTURYLINK	ALL PHONE LINES	$ 11.48
690.8050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$ 4.99
740.8065.5450.000	CENTURYLINK	TRUNK LINES	$ 6.87
740.8065.5450.000	CENTURYLINK	TRUNK LINES	$ 7.23
740.8065.5450.000	CENTURYLINK	ALL PHONE LINES	$ 9.18
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$ 3.99
750.8070.5450.000	CENTURYLINK	TRUNK LINES	$ 8.59
750.8070.5450.000	CENTURYLINK	TRUNK LINES	$ 9.04
750.8070.5450.000	CENTURYLINK	ALL PHONE LINES	$ 11.48
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	$ 4.99
110.2010.5619.000	CESSFORD CONSTRUCTION COMPANY	UPM high performance	$ 1,020.80
184.5030.5242.000	Charlier, Quinten	Housing Assistance Payments	$ 139.00
184.5030.5242.000	CHILTON, Michael	Housing Assistance Payments	$ 450.00
130.1010.5410.000	Ciro DiIorio Masonry & Landscaping LLC	temp roof Police impound storage bldg	$ 9,143.00
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	$ 88.65
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	$ 90.84
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	$ 47.32
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	$ 49.21
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	$ 22.68
690.8050.5132.000	CITY LAUNDERING COMPANY	Transit Dept. - uniform cleaning	$ 23.42
110.2060.5233.000	CLAPSADDLE GARBER ASSOC INC	construction survey	$ 1,900.00
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements	$ 383.98
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19002 Airport Terminal paving	$ 519.00
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19002 Airport VaultImprovements	$ 2,244.25
340.4030.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL17001 Iowa River Trail Summit-Radio Tower	$ 1,675.80
381.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL19002 12th Ave Shared Use Path Services	$ 11,296.70
395.5020.5233.000	CLAPSADDLE GARBER ASSOC INC	ECO18001 7th Ave & Southridge Sub	$ 678.00
130.8015.5410.000	ClearSpan	INS20004 hoop building repair from DERECHO	$ 10,272.00
184.5030.5242.000	CMHC Investments LLC	Housing Assistance Payments	$ 247.00
001.1050.5600.000	COAST TO COAST SOLUTIONS	stickers	$ 537.65
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	$ 220.56
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	$ 199.20
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	$ 102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	$ 139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	$ 423.86
610.8015.5980.000	Collins, Richard	sewer refund 2020 - landscaping	$ 32.34
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	$ 435.76
110.2012.5779.000	CONSTRUCT INC	ECO20001 Washington St Extension	$ 224,611.93
395.5020.5779.000	CONSTRUCT INC	ECO18001 S. 7th Ave Ext.	$ 5,130.00
740.8065.5342.000	CONSTRUCT INC	emergency pipe repair 3rd Ave & Madison St	$ 7,000.00
383.4065.5230.000	Cost, Planning & Manangement Intl Inc	CPMI CONSTRUCTION INSPECTION SERVICES VMC RENOV	$ 10,560.00
610.8015.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge repayment w/ Alliant Energy	$ 8,606.81
610.8015.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge repayment w/ Alliant Energy	$ 100.76
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	8" duct connector for generator	$ 13.42
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	8" duct connectors for generator	$ 93.93
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	gutter to run cables into Street Barn	$ 152.58
110.2010.5600.000	CRESCENT ELECTRIC SUPPLY CO	connectors for generator	$ 162.52
184.5030.5246.000	Danner, Marisha	Reimbursement	$ 7.00
110.2010.5342.000	DAVES CRANE & WRECKER SERVICE	haul #49 dump truck to OHalloran	$ 500.00
001.1075.5261.000	DEVIG, TAYLOR	tire disposal	$ 225.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	$ 196.35
001.1075.5261.000	DEVIG, TAYLOR	708 Jackson St	$ 975.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	$ 61.12
001.1075.5261.000	DEVIG, TAYLOR	203 W Linn St - junk in terrace	$ 65.00
001.1075.5263.000	DEVIG, TAYLOR	City owned contract mowings	$ 665.00
001.1075.5263.000	DEVIG, TAYLOR	911 Jackson St	$ 90.00
149.2010.5342.000	DEVIG, TAYLOR	1104 E Main St debris and tree removal	$ 520.00
149.2010.5342.000	DEVIG, TAYLOR	landfill fee for 1104 E Main	$ 427.15
149.2010.5342.000	DEVIG, TAYLOR	710 E State St tree removal	$ 195.00
149.2010.5342.000	DEVIG, TAYLOR	405 E Anson St tree removal	$ 520.00
149.2010.5342.000	DEVIG, TAYLOR	902 E Anson ST remove debris & limbs	$ 65.00
149.2010.5342.000	DEVIG, TAYLOR	landfill fee for 902 E. Anson	$ 65.92
149.2010.5342.000	DEVIG, TAYLOR	101 E Ferner Street Remove & Cut trees	$ 585.00
149.2010.5342.000	DEVIG, TAYLOR	503 Bromley St - Pick up debris	$ 325.00
149.2010.5342.000	DEVIG, TAYLOR	appliance disposal fee at landfill for 503 Bromley	$ 15.00
149.2010.5342.000	DEVIG, TAYLOR	landfill fee for 503 Bromley St	$ 35.62
355.1075.5342.000	DEVIG, TAYLOR	Ibizia Night club - push debris off road	$ 350.00
110.2010.5628.000	DIAMOND VOGEL PAINTS	safety red paint	$ (52.68)
110.2010.5628.000	DIAMOND VOGEL PAINTS	permacryl	$ 191.95
610.8015.5980.000	Diener, Debra	sewer refund 2020- pool	$ 21.56
184.5030.5242.000	DJ RENTALS COOPERATIVE	Housing Assistance Payments	$ 250.00
184.5030.5242.000	DOUBLE D ENTERPRISE	Housing Assistance Payments	$ 384.00
184.5030.5242.000	EAKIN, Robert	Housing Assistance Payments	$ 182.00

184.5030.5242.000	Ecklor, Shane	Housing Assistance Payments	$	341.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payments	$	69.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payments	$	343.00
001.6021.5230.000	EIDEBAILLY LLP	941 review for 6/30/20	$	250.00
001.6021.5232.000	EIDEBAILLY LLP	Audit work for FY20	$	11,500.00
610.8015.5600.000	ELECTRICAL ENGINEERING & EQPT CO	prelim. raw VFD power board	$	611.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	$	303.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	$	312.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	$	462.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	$	172.00
184.5030.5242.000	EPM Iowa LLC	Housing Assistance Payments	$	270.00
184.5030.5242.000	EPM Iowa LLC	Housing Assistance Payments	$	239.00
184.5030.5242.000	ETTER, WILLIAM	Housing Assistance Payments	$	482.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payments	$	223.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payments	$	318.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payments	$	301.00
610.8015.5603.000	Eurofins TestAmerica	lab analysis - E.Coli	$	176.40
999.1121.000	Family Support Payment Center	CHILD SUPPORT	$	152.31
110.2010.5626.000	FASTENAL COMPANY	sign parts	$	332.77
610.8015.5600.000	FASTENAL COMPANY	operating supplies	$	126.03
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	$	128.80
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	$	303.50
001.1010.5450.000	FIRSTNET-AT&T Mobility	PD Wireless services	$	144.43
001.1010.5451.000	FIRSTNET-AT&T Mobility	PD Wireless services	$	790.13
001.1050.5450.000	FIRSTNET-AT&T Mobility	Fire Dept wireless services	$	366.16
001.4060.5331.000	FISHER COMMUNITY CENTER	October 2020	$	8,333.33
184.5030.5242.000	Frazier, Jeffrey G	Housing Assistance Payments	$	170.00
184.5030.5242.000	FRESE PROPERTIES LLC	Housing Assistance Payments	$	319.00
184.5030.5242.000	FRESE PROPERTIES LLC	Housing Assistance Payments	$	154.00
184.5030.5242.000	FRESE PROPERTIES LLC	Housing Assistance Payments	$	258.00
184.5030.5242.000	FRESE PROPERTIES LLC	Housing Assistance Payments	$	243.00
184.5030.5242.000	FRIEND, THOMAS J	Housing Assistance Payments	$	234.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	$	81.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	$	134.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	$	200.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	$	141.00
001.4040.5358.000	GALE-HAZEN, Emily	classes 9/21-10/04	$	30.00
001.4040.5358.000	GALE-HAZEN, Karen A	classes 9/21-10/04	$	60.00
001.4030.5215.000	Globalpayments	Park & Rec credit card fee	$	296.00
383.4065.5342.000	Globalpayments	credit card charge	$	6.60
383.4065.5342.000	Globalpayments	Coliseum credit card fee	$	5.00
184.5030.5242.000	Gonzales, Gilbert	Housing Assistance Payments	$	418.00
910.1010.5114.000	GOODING, BETTY	October 2020	$	851.07
184.5030.5242.000	GOSSARD MOBILE HOMES INC	Housing Assistance Payments	$	270.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	156.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	326.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	324.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	320.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	296.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	291.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	288.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	280.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	248.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	198.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	330.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	337.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	337.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	139.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	138.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	121.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	106.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	104.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	$	191.00
184.5030.5242.000	GRAY, DENNIS	Housing Assistance Payments	$	550.00
001.1010.5132.000	GREAT WESTERN BANK	DUTY BELT - SHELANGOSKI	$	45.73
001.1010.5132.000	GREAT WESTERN BANK	LBV POUCHES-EQUIP ALLOWANCES	$	318.97
001.1010.5132.000	GREAT WESTERN BANK	LBV POUCHES	$	21.28
001.1010.5230.000	GREAT WESTERN BANK	JULY INTEL REQUESTS	$	50.00
001.1010.5360.000	GREAT WESTERN BANK	mailing for PD	$	11.69
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS - THEIN	$	24.59
001.1010.5460.000	GREAT WESTERN BANK	DEESCALATION TRAINING	$	100.00
001.1010.5460.000	GREAT WESTERN BANK	FAIR & IMPARTIAL POLICING-WOLF	$	145.00
001.1010.5460.000	GREAT WESTERN BANK	FAIR & IMPARTIAL POLICING-JEFFERSON	$	145.00
001.1010.5460.000	GREAT WESTERN BANK	CHILD SAFETY SEAT RECERT-HUNT	$	55.00
001.1010.5570.000	GREAT WESTERN BANK	FUEL	$	13.15
001.1010.5570.000	GREAT WESTERN BANK	FUEL	$	6.44
001.1010.5570.000	GREAT WESTERN BANK	FUEL	$	13.09
001.1010.5600.000	GREAT WESTERN BANK	TARGETS	$	459.88
001.1010.5600.000	GREAT WESTERN BANK	FIREARMS PARTS	$	57.60
001.1010.5600.000	GREAT WESTERN BANK	WEED KILLER	$	16.99
001.1010.5600.000	GREAT WESTERN BANK	AIR TANK	$	62.99

001.1010.5600.000	GREAT WESTERN BANK	HITCH PIN	$	3.99
001.1010.5600.000	GREAT WESTERN BANK	RANGE KEY	$	9.95
001.1010.5718.000	GREAT WESTERN BANK	GENERATOR	$	293.66
001.1030.5600.000	GREAT WESTERN BANK	ice for cooling station at College	$	39.92
001.1050.5600.000	GREAT WESTERN BANK	MOWER GAS	$	14.73
001.1050.5600.000	GREAT WESTERN BANK	MOWER GAS	$	12.74
001.1050.5600.000	GREAT WESTERN BANK	DISTILLED WATER	$	2.76
001.1050.5600.000	GREAT WESTERN BANK	OIL DRY	$	95.88
001.1050.5718.000	GREAT WESTERN BANK	DRUM FAN	$	238.00
001.1070.5450.000	GREAT WESTERN BANK	TELEPHONE	$	44.92
001.1071.5450.000	GREAT WESTERN BANK	TELEPHONE	$	56.71
001.1075.5450.000	GREAT WESTERN BANK	TELEPHONE	$	49.40
001.1099.5450.000	GREAT WESTERN BANK	PD/FD SERVICE 08/13/20-09/12/20	$	369.16
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	$	33.52
001.4010.5450.000	GREAT WESTERN BANK	internet	$	310.09
001.4010.5600.000	GREAT WESTERN BANK	supplies - clear project cases	$	64.04
001.4010.5600.000	GREAT WESTERN BANK	supplies - clear project cases	$	45.99
001.4010.5600.000	GREAT WESTERN BANK	USB charger	$	19.99
001.4010.5600.000	GREAT WESTERN BANK	AC adapter charger	$	14.99
001.4010.5600.000	GREAT WESTERN BANK	In/out board	$	128.58
001.4010.5600.000	GREAT WESTERN BANK	Supplies--masks	$	24.00
001.4010.5600.000	GREAT WESTERN BANK	Supplies--batteries	$	15.98
001.4010.5600.000	GREAT WESTERN BANK	Supplies--tape dispensers	$	15.92
001.4010.5600.000	GREAT WESTERN BANK	Supplies--scissors	$	19.96
001.4010.5600.000	GREAT WESTERN BANK	supplies - coffee	$	23.96
001.4010.5600.000	GREAT WESTERN BANK	supplies - heavy duty part box	$	20.00
001.4010.5600.000	GREAT WESTERN BANK	portable clear U shape barrier	$	269.17
001.4010.5600.000	GREAT WESTERN BANK	supplies - flashlights	$	45.95
001.4010.5600.000	GREAT WESTERN BANK	supplies - bags, flashlight, dry erase boards	$	1,044.32
001.4010.5600.000	GREAT WESTERN BANK	supplies - paper towels, Lysol wipes	$	19.95
001.4010.5601.000	GREAT WESTERN BANK	program supplies	$	183.75
001.4010.5730.000	GREAT WESTERN BANK	reference book	$	20.88
001.4010.5731.000	GREAT WESTERN BANK	Flickr subscription	$	6.99
001.4010.5731.000	GREAT WESTERN BANK	times-Republican subscription	$	161.85
001.4010.5732.000	GREAT WESTERN BANK	Adult fiction books	$	29.30
001.4010.5732.000	GREAT WESTERN BANK	Adult fiction books	$	10.99
001.4010.5732.000	GREAT WESTERN BANK	j books	$	9.95
001.4010.5732.000	GREAT WESTERN BANK	j books	$	69.81
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	$	26.24
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	10.94
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	12.25
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	60.45
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	14.90
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	15.94
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	13.70
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	13.75
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	68.91
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	20.40
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	13.49
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	13.61
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	$	19.99
001.4010.5980.000	GREAT WESTERN BANK	Refund from Hello Darkness-wrong print size	$	(13.98)
001.4030.5132.000	GREAT WESTERN BANK	Reflective Vests	$	239.89
001.4030.5132.000	GREAT WESTERN BANK	Clothing allowance	$	32.99
001.4030.5132.000	GREAT WESTERN BANK	Clothing - gloves & t-shirt	$	44.52
001.4030.5410.000	GREAT WESTERN BANK	3rd Generation Upholstry	$	225.00
001.4030.5562.000	GREAT WESTERN BANK	carburetor replacement	$	114.85
001.4030.5570.000	GREAT WESTERN BANK	Fuel	$	6.54
001.4030.5570.000	GREAT WESTERN BANK	Fuel	$	5.94
001.4030.5570.000	GREAT WESTERN BANK	Fuel	$	5.90
001.4030.5570.000	GREAT WESTERN BANK	Fuel	$	5.29
001.4030.5611.000	GREAT WESTERN BANK	Plumbing parts	$	6.29
001.4030.5611.000	GREAT WESTERN BANK	Blade	$	18.27
001.4030.5611.000	GREAT WESTERN BANK	Hose coupler	$	3.99
001.4030.5611.000	GREAT WESTERN BANK	Swing Chain	$	130.00
001.4040.5360.000	GREAT WESTERN BANK	Postage	$	1.80
001.4040.5600.000	GREAT WESTERN BANK	Paper	$	282.60
001.4040.5601.000	GREAT WESTERN BANK	Flag Football Belts	$	139.96
001.4041.5357.000	GREAT WESTERN BANK	Summer Blast Admission	$	2,128.00
001.4041.5601.000	GREAT WESTERN BANK	Rapid-Fill Water Balloons	$	102.68
001.4041.5601.000	GREAT WESTERN BANK	MacGregor Replacement Battery	$	68.66
001.4045.5600.000	GREAT WESTERN BANK	Insect spray	$	33.88
001.5010.5562.000	GREAT WESTERN BANK	Trim parts	$	289.46
001.6011.5331.000	GREAT WESTERN BANK	8/18-9/17 meeting fee	$	44.16
001.6020.5605.000	GREAT WESTERN BANK	OFFICE SUPPLIES	$	23.65
001.6021.5360.000	GREAT WESTERN BANK	POSTAGE SERVICE	$	17.99
001.6021.5605.000	GREAT WESTERN BANK	office supplies	$	29.26
001.6051.5718.000	GREAT WESTERN BANK	pruners/ lopper	$	37.80
110.2010.5565.000	GREAT WESTERN BANK	cutting edge and bolt	$	206.20
110.2030.5600.000	GREAT WESTERN BANK	30amp fuse	$	11.99
110.2040.5600.000	GREAT WESTERN BANK	couplings and ground rod	$	17.14

110.2040.5600.000	GREAT WESTERN BANK	pliers and spring snap	$	27.98
110.2040.5600.000	GREAT WESTERN BANK	coupler	$	4.86
130.2010.5342.000	GREAT WESTERN BANK	site visit- inspection report	$	3,745.00
130.2040.5360.000	GREAT WESTERN BANK	traffic cameras mailed in for repairs	$	26.75
130.2040.5600.000	GREAT WESTERN BANK	street light repairs	$	4.83
130.2040.5600.000	GREAT WESTERN BANK	Center St Bridge lights	$	136.89
130.2040.5600.000	GREAT WESTERN BANK	rubber mallet for traffic light repairs	$	13.99
130.2040.5600.000	GREAT WESTERN BANK	traffic safety supplies	$	89.42
130.4030.5611.000	GREAT WESTERN BANK	Spahn & Rose: Kiwanis Park Roof Repair-Derecho	$	7.32
130.6050.5600.000	GREAT WESTERN BANK	flag pole repair parts	$	55.93
140.4030.5450.000	GREAT WESTERN BANK	Internet	$	156.20
142.4030.5611.000	GREAT WESTERN BANK	Door & frame	$	145.95
148.1050.5600.000	GREAT WESTERN BANK	AMAZON: 3 x 20-Pack Disposable isolation gowns	$	239.97
148.1050.5600.000	GREAT WESTERN BANK	AMAZON: 1,000 NITRILE GLOVES ORDERED 8/4/20	$	95.97
148.4010.5600.000	GREAT WESTERN BANK	AMAZON: masks for library	$	42.00
148.6050.5600.000	GREAT WESTERN BANK	MENARDS: exhaust vent for front foyer in City Hall	$	85.03
148.8015.5600.000	GREAT WESTERN BANK	FACE MASKS - COVID19 SUPPLIES AMAZONREC'D8/27/2020	$	19.18
149.1010.5600.000	GREAT WESTERN BANK	DERECHO - Food & beverages for PD staff	$	51.06
149.2010.5600.000	GREAT WESTERN BANK	Street Dept lunch	$	338.59
149.4030.5600.000	GREAT WESTERN BANK	Tree Spray Paint	$	99.90
149.4030.5611.000	GREAT WESTERN BANK	Bar & Chain	$	11.96
149.4030.5718.000	GREAT WESTERN BANK	Chainsaw & chains-Derecho	$	738.45
149.4030.5718.000	GREAT WESTERN BANK	Chains-Derecho	$	239.99
152.1010.5280.000	GREAT WESTERN BANK	GO-TO MEETING 08/07/20-09/06/20	$	16.00
152.1010.5465.000	GREAT WESTERN BANK	HOTEL-EMERGENCY FUND CASE WITNESS	$	89.60
152.1010.5600.000	GREAT WESTERN BANK	RESPIRATOR CARTRIDGE	$	31.50
152.1010.5600.000	GREAT WESTERN BANK	REUSABLE RESPIRATOR	$	20.00
152.1010.5600.000	GREAT WESTERN BANK	CLOTH FACE MASKS	$	333.50
152.1010.5600.000	GREAT WESTERN BANK	DISINFECTANT WIPES	$	14.97
152.1010.5600.000	GREAT WESTERN BANK	DISINFECTANT WIPES	$	14.97
152.1010.5600.000	GREAT WESTERN BANK	PAPER TOWELS	$	198.45
170.4010.5732.000	GREAT WESTERN BANK	gift - Reach out and Read	$	199.00
170.4010.5732.000	GREAT WESTERN BANK	gift - Reach out and Read	$	359.45
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	$	9.95
184.5030.5450.000	GREAT WESTERN BANK	TELEPHONE	$	69.45
184.5030.5460.000	GREAT WESTERN BANK	CONFERENCE	$	150.00
383.4065.5600.000	GREAT WESTERN BANK	POSTCARDS-VMC DONOR WALL	$	42.00
610.8015.5132.000	GREAT WESTERN BANK	CHEST WADERS FOR SBR	$	119.99
610.8015.5342.000	GREAT WESTERN BANK	OIL RECYCLING SERVICE	$	442.00
610.8015.5342.000	GREAT WESTERN BANK	OIL DISPOSAL RECYCLING SERVICE	$	50.00
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE	$	10.95
610.8015.5380.000	GREAT WESTERN BANK	AUTO SAMPLER RENTAL	$	340.00
610.8015.5410.000	GREAT WESTERN BANK	TRAVERSE TIRE REPAIR	$	22.00
610.8015.5450.000	GREAT WESTERN BANK	SEPT 2020 MEDIACOM ONLINE	$	75.00
610.8015.5600.000	GREAT WESTERN BANK	WELDING SUPPLIES	$	44.29
610.8015.5600.000	GREAT WESTERN BANK	PAINT WITH TAX	$	26.82
610.8015.5600.000	GREAT WESTERN BANK	PAINT	$	25.07
610.8015.5600.000	GREAT WESTERN BANK	CREDIT FOR PAINT WITH TAX	$	(26.82)
610.8015.5600.000	GREAT WESTERN BANK	NOZZLES, WATER KEYS	$	40.48
610.8015.5600.000	GREAT WESTERN BANK	STIHL OIL	$	96.00
610.8015.5600.000	GREAT WESTERN BANK	STIHL WRENCH, NUT	$	12.00
610.8015.5600.000	GREAT WESTERN BANK	STIHL OIL, BLADE SHARPENERS	$	74.00
610.8015.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	$	109.15
610.8015.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	$	68.98
610.8015.5600.000	GREAT WESTERN BANK	CLAMP, RAID TRAPS	$	89.90
610.8015.5600.000	GREAT WESTERN BANK	SBR AIR HOSE SUPPLIES	$	59.94
610.8015.5600.000	GREAT WESTERN BANK	OPERATING SUPPLIES	$	48.54
610.8015.5600.000	GREAT WESTERN BANK	OIL	$	19.98
610.8015.5600.000	GREAT WESTERN BANK	TEMP SENSOR, BATTERY	$	225.97
610.8015.5600.000	GREAT WESTERN BANK	PRIMER, LINE TRIMMER	$	33.94
610.8015.5603.000	GREAT WESTERN BANK	LAB SPONGES	$	5.89
610.8015.5603.000	GREAT WESTERN BANK	LAB SUPPLIES	$	476.92
610.8015.5718.000	GREAT WESTERN BANK	PORTABLE GENERATORS	$	2,424.56
610.8015.5718.000	GREAT WESTERN BANK	STIHL CHAINSAWS W/CASE	$	787.90
610.8015.5718.000	GREAT WESTERN BANK	REPLACEMENT REFRIG. ASSEMBLY	$	1,475.29
610.8016.5132.000	GREAT WESTERN BANK	gloves	$	9.70
610.8016.5565.000	GREAT WESTERN BANK	backhoe stabilizer cylinder	$	713.90
610.8016.5600.000	GREAT WESTERN BANK	phone case	$	7.79
610.8016.5600.000	GREAT WESTERN BANK	pothole patch	$	19.18
690.8050.5342.000	GREAT WESTERN BANK	GPS services	$	252.00
690.8050.5342.000	GREAT WESTERN BANK	GPS services	$	252.00
690.8050.5565.000	GREAT WESTERN BANK	Alternator oil cooled belt drive	$	945.00
690.8050.5565.000	GREAT WESTERN BANK	core return	$	(150.00)
690.8050.5565.000	GREAT WESTERN BANK	7x12 outdoor pocket lite	$	125.35
690.8050.5565.000	GREAT WESTERN BANK	#109 part	$	4.96
690.8050.5600.000	GREAT WESTERN BANK	electronic cleaners	$	9.94
690.8050.5718.000	GREAT WESTERN BANK	25' Lufkin control tape	$	10.25
690.8050.5718.000	GREAT WESTERN BANK	cutoff tool	$	163.92
740.8065.5132.000	GREAT WESTERN BANK	gloves	$	6.47
740.8065.5565.000	GREAT WESTERN BANK	backhoe stabilizer cylinder	$	475.94
740.8065.5600.000	GREAT WESTERN BANK	phone case	$	5.20

740.8065.5600.000	GREAT WESTERN BANK	pothole patch	$	12.78
999.1160.000	GREAT WESTERN BANK	Refund from fraud claim	$	(303.95)
999.1160.000	GREAT WESTERN BANK	Refund from fraud claim	$	(266.07)
999.1163.000	GREAT WESTERN BANK	LBV POUCHES	$	400.08
610.8015.5386.000	Grewell Lawn & Snow Removal Services LLC	September 2020 lawn mowing service	$	1,285.00
610.8015.5603.000	HACH COMPANY	lab supplies	$	97.09
610.8015.5603.000	HACH COMPANY	lab supplies	$	121.29
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	$	331.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	$	214.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	$	325.00
130.4030.5410.000	HANNAM AUTOMOTIVE LLC	Ford F-150 repairs PARTS	$	1,326.14
130.4030.5410.000	HANNAM AUTOMOTIVE LLC	Ford F-150 repairs PAINT	$	432.00
130.4030.5410.000	HANNAM AUTOMOTIVE LLC	Ford F-150 repairs LABOR	$	1,742.20
184.5030.5242.000	HARRIS, TOM	Housing Assistance Payments	$	324.00
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	October insurance premium	$	7,036.37
184.5030.5242.000	HATCH, JAMES	Housing Assistance Payments	$	475.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	$	341.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	$	663.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	$	256.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	$	134.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	$	297.00
110.2010.5600.000	HAWKEYE TRUCK EQUIPMENT INC	tailgate pin	$	25.00
884.6021.4875.000	Health Partners	Medical claims stop loss/ credits	$	(9,035.03)
884.6021.4875.000	Health Partners	Medical Claims	$	(2,525.05)
884.6021.4875.000	Health Partners	Medical claims	$	(63.47)
884.6021.4875.000	Health Partners	Medical charges	$	(296.82)
884.6021.4875.000	Health Partners	Medical charges	$	(3,468.13)
884.6021.4875.000	Health Partners	Dental claims	$	(56.76)
884.6021.4875.000	Health Partners	Medical claims	$	(1,748.21)
884.7010.5230.000	Health Partners	July Medical claims FEES	$	13,239.40
884.7010.5230.000	Health Partners	August medical claims	$	13,208.35
884.7010.5337.000	Health Partners	July Medical claims PREMIUMS	$	21,259.90
884.7010.5337.000	Health Partners	August medical claims	$	21,184.86
884.7010.5339.000	Health Partners	Medical claims Health	$	81,780.94
884.7010.5339.000	Health Partners	Dental claims 7/23-7/29/20	$	3,307.87
884.7010.5339.000	Health Partners	Medical Claims	$	24,481.45
884.7010.5339.000	Health Partners	Dental charges	$	4,141.37
884.7010.5339.000	Health Partners	Medical claims	$	39,489.98
884.7010.5339.000	Health Partners	Dental Claims	$	1,481.80
884.7010.5339.000	Health Partners	Medical charges	$	23,657.59
884.7010.5339.000	Health Partners	Dental charges	$	2,821.60
884.7010.5339.000	Health Partners	Medical charges	$	50,825.17
884.7010.5339.000	Health Partners	Dental charges	$	1,895.32
884.7010.5339.000	Health Partners	Medical claims	$	1,523.20
884.7010.5339.000	Health Partners	Dental claims	$	40,715.79
884.7010.5339.000	Health Partners	Medical claims	$	46,687.18
884.7010.5339.000	Health Partners	Dental claims	$	4,198.75
001.1099.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	$	2,130.14
001.4045.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	$	80.14
001.6050.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	$	320.09
110.2010.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	$	55.04
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	$	427.03
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	$	42.57
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	$	256.22
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	$	25.54
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	$	33.03
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	$	170.81
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	$	22.02
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	$	17.03
184.5030.5242.000	Henriksen, Heidi	Housing Assistance Payments	$	174.00
184.5030.5242.000	HESSENIUS, ROBERT	Housing Assistance Payments	$	119.00
184.5030.5242.000	HESSENIUS, ROBERT	Housing Assistance Payments	$	162.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	$	105.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	$	116.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	$	201.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	$	210.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	$	229.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	123.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	264.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	235.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	232.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	222.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	208.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	175.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	166.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	264.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	262.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	283.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	316.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	360.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	405.00

184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	103.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	162.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	156.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	285.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	$	347.00
184.5030.5242.000	HOBSON, WILLIAM L	Housing Assistance Payments	$	164.00
184.5030.5242.000	Hodges, Kristin	Housing Assistance Payments	$	365.00
184.5030.5238.000	Housing & Redevelopment Authority of St Cloud	Admin fee100120	$	40.65
184.5030.5242.000	Housing & Redevelopment Authority of St Cloud	Housing Assistance Payments	$	462.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payments	$	174.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payments	$	195.00
881.1050.5339.000	Hunterland LLC	9/16-9/30 paid med claims	$	1,281.71
110.2012.5783.000	Huseboe, Allen D	902 Washington St	$	500.00
184.5030.5242.000	Ibarra, Samuel	Housing Assistance Payments	$	144.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	$	545.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	$	230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	$	992.29
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	$	740.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	$	870.23
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	$	4,186.37
999.1131.000	ICMA RETIREMENT 457	ICMA DEFERRED COMP	$	890.87
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	$	200.00
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	$	2,129.85
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	$	2,757.75
110.2012.5783.000	IKW LLC	1006 W Lincoln Way	$	1,035.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	$	2,850.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	$	1,225.00
999.1111.000	IMWCA	workers comp installment 5:8	$	5,293.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	$	12,956.83
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	$	28,372.19
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	$	4,744.22
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	$	27,621.74
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	$	3,916.42
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	$	8,669.74
110.2010.5565.000	Interstate Batteries of Upper Iowa	batteries for vehicles	$	480.80
148.2010.5611.000	Iowa Hometown Security INC	Integrated Access Control System-Public Works Bld	$	6,385.55
148.2010.5611.000	Iowa Hometown Security INC	pro-rated monitoring services	$	162.36
001.6020.5605.000	IOWA LEAGUE OF CITIES	City Clerk/ Finance online handbook	$	10.00
001.6021.5460.000	IOWA LEAGUE OF CITIES	2020 Budget Workshop 11/10/20	$	25.00
001.6021.5605.000	IOWA LEAGUE OF CITIES	City Clerk/ Finance handbook	$	10.00
610.8016.5230.000	IOWA ONE CALL	underground locator services	$	294.06
740.8065.5230.000	IOWA ONE CALL	underground locator services	$	196.04
184.5030.5242.000	Iowa Pheasant Apartments LLC	Housing Assistance Payments	$	212.00
184.5030.5242.000	Iowa Pheasant Apartments LLC	Housing Assistance Payments	$	235.00
184.5030.5242.000	Iowa Pheasant Apartments LLC	Housing Assistance Payments	$	241.00
184.5030.5242.000	Iowa Pheasant Apartments LLC	Housing Assistance Payments	$	275.00
110.2010.5626.000	IOWA PRISON INDUSTRIES	signs	$	9,240.00
110.2010.5626.000	IOWA PRISON INDUSTRIES	solt steel	$	60.00
149.2010.5626.000	IOWA PRISON INDUSTRIES	sign replacements STOP 30"	$	861.25
149.2010.5626.000	IOWA PRISON INDUSTRIES	sign replacements SPEED LIMIT	$	332.00
149.2010.5626.000	IOWA PRISON INDUSTRIES	sign replacements ALL WAY	$	50.50
149.2010.5626.000	IOWA PRISON INDUSTRIES	500 bolts for street signs	$	330.00
690.8050.5280.000	IOWA PUBLIC TRANSIT ASSOC	membership dues	$	1,604.00
001.2080.5483.000	Iowa Regional Utilities Assocaition	Airport water	$	154.86
001.1050.5601.000	IPMA-HR	tests	$	322.00
184.5030.5242.000	JARED, SHEILA	Housing Assistance Payments	$	168.00
184.5030.5242.000	JARED, SHEILA	Housing Assistance Payments	$	233.00
184.5030.5242.000	JBI COOP ASSOCIATION	Housing Assistance Payments	$	184.00
184.5030.5242.000	JBI COOP ASSOCIATION	Housing Assistance Payments	$	202.00
184.5030.5242.000	JDL Rentals Cooperative	Housing Assistance Payments	$	845.00
001.1010.5410.000	JENSEN INC	#522 battery	$	20.00
001.1010.5410.000	JENSEN INC	#527 fuse replacements and wiring	$	525.00
001.1010.5565.000	JENSEN INC	#522 battery	$	145.95
001.1010.5565.000	JENSEN INC	2020 Ford Ex - fuse replacments and wiring	$	101.70
001.4030.5562.000	JENSEN INC	#814 heater hose	$	36.41
184.5030.5242.000	Johnson, Sandra	Housing Assistance Payments	$	490.00
610.8015.5980.000	Jones, Valerie	sewer refund 2020 - pool	$	43.12
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	$	363.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	$	441.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	$	273.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	$	133.00
130.6050.5410.000	KAPAUN & BROWN INC	inspect Roof Top Unit after storm-City Hall	$	84.00
610.8015.5603.000	KEYSTONE LAB INC	lab analysis- dig. #3	$	64.00
001.4030.5386.000	KIWANIS CLUB PM	West End Park and Tankersley Park mowing	$	495.00
184.5030.5242.000	Klinefelter, Richard J	Housing Assistance Payments	$	450.00
610.8015.5998.000	Kolbe, Joy	sewer refund 2020 - pipe break	$	43.12
184.5030.5242.000	Kowalik, John	Housing Assistance Payments	$	132.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payments	$	101.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payments	$	252.00

184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payments	$	460.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payments	$	257.00
610.8015.5410.000	LEROY MORFORD CONSTRUCTION	concrete repair of sidewalks & SBR drive	$	8,284.00
001.1010.5359.000	LHOGELAND AUTO PLAZA LLC	tow #527 to Jensen	$	100.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	$	209.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	$	288.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	$	398.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	$	488.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	$	489.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	$	256.00
001.6070.5342.000	Marco Holdings LLC	DND phone issue	$	225.00
001.6070.5342.000	Marco Holdings LLC	controller issues requiring database reload	$	862.50
001.1010.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	3,787.54
001.1050.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	178.47
001.1050.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	591.15
001.1070.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	43.07
001.1070.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	35.43
001.1071.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	26.46
001.1075.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	65.44
001.2020.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	100.40
001.4030.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	328.18
001.4030.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	59.76
110.2010.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	67.85
110.2010.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	64.70
110.2040.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	35.57
110.2040.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	23.26
110.2060.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	385.38
149.2010.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	838.20
149.2010.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	5,898.38
149.2040.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	65.66
149.2040.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	144.64
149.2040.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	97.13
149.4030.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	92.61
149.4030.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	277.76
149.6051.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	197.84
149.8015.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	63.95
149.8016.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	179.30
149.8016.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	18.73
149.8065.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	119.54
149.8065.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	12.48
610.8015.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	186.60
610.8015.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	159.57
610.8016.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	53.52
690.8050.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	413.78
690.8050.5571.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	2,405.21
740.8065.5570.000	MARSHALL COUNTY ENGINEER	Fuel Master system	$	35.68
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Ornamental & Turfgrass applicators- Kelly Smith	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Ornamental & Turfgrass applicators -Kristin Titu	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Ornamental & Turgrass applicators - Phil Bohl	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Ornamental & Turfgrass applicators - Jon Lechnir	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Mosquito/Public Health Pest Mgmt -Lechnir	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Aquatic, Forest, ROW, Pest- Kristin Titus	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Aquatic, Forest, ROW, Pest- Kelly Smith	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Aquatic, Forest, ROW, Pest- Jon Lechnir	$	35.00
001.4030.5460.000	MARSHALL COUNTY EXTENSION	Mosquito/Public Health Pest Mgmt - Kelly Smith	$	35.00
001.2090.5331.000	MARSHALL COUNTY LANDFILL	Solid Waste Fee - First half FY20-21	$	55,104.00
001.4030.5342.000	MARSHALL COUNTY LANDFILL	P&R dump	$	41.80
110.2010.5342.000	MARSHALL COUNTY LANDFILL	trash dump	$	48.95
149.4030.5342.000	MARSHALL COUNTY LANDFILL	Aquatic Center debris	$	17.05
001.6020.5250.000	MARSHALL COUNTY RECORDER	2020-00005313 affidavit Fisher Controls	$	117.00
110.2012.5250.000	MARSHALL COUNTY RECORDER	2020-00005308 easement	$	27.00
110.2012.5250.000	MARSHALL COUNTY RECORDER	2020-00005297 easement	$	32.00
110.2012.5250.000	MARSHALL COUNTY RECORDER	2020-00005304 easement	$	27.00
110.2012.5250.000	MARSHALL COUNTY RECORDER	2020-00005305 easement	$	27.00
110.2012.5250.000	MARSHALL COUNTY RECORDER	2020-00005307 easement	$	32.00
110.2012.5250.000	MARSHALL COUNTY RECORDER	2020-00005306 easement	$	27.00
381.2011.5250.000	MARSHALL COUNTY RECORDER	2020-00004941 easement	$	17.00
381.2011.5250.000	MARSHALL COUNTY RECORDER	2020-00004940 easement	$	17.00
381.2011.5250.000	MARSHALL COUNTY RECORDER	2020-00004939 easement	$	17.00
740.8065.5250.000	MARSHALL COUNTY RECORDER	2020-00005322 easement HyVee	$	42.00
001.2080.5440.000	MARSHALL COUNTY TREASURER	2651 170th St	$	1,034.00
001.4041.5331.000	MARSHALLTOWN COMM SCHOOL DISTRICT	Summer blast activity trips	$	829.33
001.1075.5485.000	MARSHALLTOWN WATER WORKS	503 Bromley St	$	8.00
001.2090.5220.000	MARSHALLTOWN WATER WORKS	LANDFILL BILLS	$	264.45
610.8015.5220.000	MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	$	7,845.43
610.8015.5483.000	MARSHALLTOWN WATER WORKS	September 2020 plant water usage	$	849.89
610.8016.5344.000	MARSHALLTOWN WATER WORKS	annual sewer cleaning project	$	230.00
740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	$	257.55
184.5030.5242.000	MATNEY, LYLE	Housing Assistance Payments	$	248.00
184.5030.5242.000	MATNEY, LYLE	Housing Assistance Payments	$	83.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	#531 right front tire repair	$	30.00

001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	Dodge PU repairs	$	120.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	#500 right rear tire replaced	$	25.00
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	#531 right front tire repair	$	73.55
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	Dodge PU repairs	$	797.96
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	#500 right rear tire replaced	$	143.05
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	#80 tire repair	$	210.90
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	dump truck tire repair	$	184.20
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	tire repair	$	30.00
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	grader repairs	$	254.20
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	tire repair	$	30.00
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	flat tire at compost	$	299.20
110.2010.5410.000	MCATEE TIRE SALES & SERVICE INC	labor	$	595.00
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	#80 tire repair	$	341.37
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	dump truck tire repair	$	447.97
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	grader repairs	$	12.95
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	flat tire at compost	$	12.95
110.2010.5565.000	MCATEE TIRE SALES & SERVICE INC	road grade tires #27 & # 29	$	9,335.65
001.1099.5450.000	MEDIACOM	internet services	$	376.72
110.2010.5132.000	MENARDS	gloves	$	17.88
110.2010.5718.000	MENARDS	36" oval eye sledge handle	$	9.99
690.8050.5600.000	MENARDS	alcohol wipes	$	45.48
690.8050.5600.000	MENARDS	69080505600000	$	26.40
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	266.17
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	129.21
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	198.92
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	61.03
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	356.56
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	115.92
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies	$	420.80
001.4030.5342.000	MIKES TURF RIGHT	lawn care program	$	375.00
001.4030.5342.000	MIKES TURF RIGHT	lawn care program	$	450.00
184.5030.5242.000	Miller, Phyllis	Housing Assistance Payments	$	148.00
184.5030.5246.000	Moran-Million, Jade	Reimbursement	$	35.00
884.7010.5337.000	Morneau Shepell	employee assistance program	$	1,163.34
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	196.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	191.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	187.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	176.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	109.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	154.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	105.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	83.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	60.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	164.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	209.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	226.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	231.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	238.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	238.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	249.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	261.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	267.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	281.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	394.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	$	212.00
610.8016.5344.000	MUNICIPAL PIPE TOOL CO LLC	8/5-9/3/20 Jet/Vac cleaning of sanitary sewers	$	52,286.77
110.2010.5565.000	MURPHY TRACTOR & EQUIPMENT CO	o-rings, elbow fitting	$	43.69
184.5030.5242.000	MURPHY, Peter	Housing Assistance Payments	$	188.00
184.5030.5280.000	NAN MCKAY & ASSOCIATES	model admin plan digital revision service	$	239.00
110.2010.5565.000	NAPA AUTO PARTS	valve	$	15.46
110.2010.5565.000	NAPA AUTO PARTS	valve	$	(15.46)
110.2010.5565.000	NAPA AUTO PARTS	light heads	$	179.62
690.8050.5565.000	NAPA AUTO PARTS	chamber	$	(89.54)
184.5030.5242.000	Naughton, Richard	Housing Assistance Payments	$	825.00
110.2010.5600.000	Nelson Fabrication LLC	supplies	$	30.64
184.5030.5242.000	Nelson, LaNeal	Housing Assistance Payments	$	306.00
184.5030.5242.000	NELSON, LINDA M & RICKY G	Housing Assistance Payments	$	179.00
184.5030.5242.000	Nichols, Timothy	Housing Assistance Payments	$	318.00
610.8016.5600.000	NORLAB INC	liquid powder tracing dye	$	136.20
740.8065.5600.000	NORLAB INC	liquid powder tracing dye	$	90.80
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payments	$	143.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payments	$	132.00
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	Mobil DTE medium	$	1,024.00
881.1050.5339.OBJ	Occupational Medicine Plus PC	testing	$	106.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	$	306.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	$	255.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	$	159.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	$	86.00
001.6020.5605.000	OFFICE EXPRESS	toner	$	76.21
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	balance on invoice	$	0.60
184.5030.5242.000	PALISADE HOLDING CO	Housing Assistance Payments	$	143.00

001.4041.5357.000	PALMERS FAMILY FUN	39 wrist bands	$	468.00
184.5030.5242.000	PARK ELMS LLC	Housing Assistance Payments	$	115.00
184.5030.5242.000	Pilot Creek Properties	Housing Assistance Payments	$	175.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	contract copies	$	50.09
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	541.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	480.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	423.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	259.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	665.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	698.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	$	124.00
354.1099.5230.000	PROCHASKA & ASSOC INC	Police & Fire Station	$	2,746.04
184.5030.5242.000	PYLE, DAVID M	Housing Assistance Payments	$	210.00
184.5030.5242.000	PYLE, DAVID M	Housing Assistance Payments	$	347.00
130.4030.5410.000	QMG Inc	Anson Park bldg glass and labor	$	47.19
001.1010.5344.000	RACOM CORPORATION	Maintenance Contract 7/1/20-6/30/21	$	14,293.75
001.1010.5410.000	Rasmusson Service Center	#557 oil change	$	30.00
001.1010.5410.000	Rasmusson Service Center	#514 oil change	$	60.00
001.1010.5565.000	Rasmusson Service Center	#557 oil change	$	48.52
001.1010.5565.000	Rasmusson Service Center	#514 oil change	$	57.95
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payments	$	316.00
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payments	$	223.00
184.5030.5242.000	Ream, AJ	Housing Assistance Payments	$	531.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	282.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	212.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	319.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	374.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	495.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	314.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	$	289.00
001.2060.5344.000	RICOH USA INC	Engineering BW copies	$	9.77
001.2060.5344.000	RICOH USA INC	Engineering color copies	$	19.30
001.6020.5344.000	RICOH USA INC	City Clerk color copies	$	119.20
001.6020.5344.000	RICOH USA INC	City Clerk BW copies	$	24.19
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	$	244.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	$	415.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	$	403.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	$	105.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	$	389.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	334.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	405.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	274.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	235.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	506.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	547.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	565.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	624.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	376.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	276.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	172.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	$	15.00
184.5030.5242.000	Rush, Ryan	Housing Assistance Payments	$	195.00
184.5030.5242.000	S & E INVESTMENT LLC	Housing Assistance Payments	$	394.00
184.5030.5242.000	S & E INVESTMENT LLC	Housing Assistance Payments	$	255.00
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	September 2020 water softener lease	$	27.00
184.5030.5246.000	Scharpenter, Beth	Reimbursement	$	13.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payments	$	392.00
184.5030.5242.000	SCOTT, LESLIE	Housing Assistance Payments	$	422.00
110.2010.5718.000	SE Jones Industries Inc	prybar sets	$	725.00
184.5030.5242.000	SESKER, RICK	Housing Assistance Payments	$	186.00
001.1071.5605.000	Sho Biz Inc dba Central Office Supply	lead refills	$	1.80
001.1071.5605.000	Sho Biz Inc dba Central Office Supply	office supplies	$	1.77
184.5030.5246.000	Smith, Aimee	Reimbursement	$	31.00
184.5030.5242.000	SPECHT, DEBORAH L	Housing Assistance Payments	$	522.00
184.5030.5242.000	SPECHT, GREGORY	Housing Assistance Payments	$	255.00
184.5030.5242.000	Squire, Bert	Housing Assistance Payments	$	194.00
001.1010.5230.000	STANARD & ASSOCIATES INC	testing and certificates	$	181.00
110.2010.5410.000	STAR EQUIPMENT LTD	3-way valve for emulsion leaking	$	218.75
110.2010.5565.000	STAR EQUIPMENT LTD	3-way valve for emulsion leaking	$	1,230.50
110.2010.5600.000	STAR EQUIPMENT LTD	3-way valve for emulsion leaking	$	17.50
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	$	93.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	$	112.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	$	265.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	$	325.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	$	335.00
184.5030.5242.000	STICHTER, Rick	Housing Assistance Payments	$	229.00
001.4030.5342.000	STONE SANITATION	Riverview Park	$	1,020.00
142.4030.5342.000	STONE SANITATION	South 7th St Complex	$	620.00
142.4030.5342.000	STONE SANITATION	South 6th St barrels	$	990.00
610.8015.5342.000	STONE SANITATION	September 2020 grit/screening removal	$	1,041.68
750.8070.5342.000	STONE SANITATION	compost facility 10/1/20-09/30/21	$	350.00

610.8015.5980.000	Stonewall, Diana	sewer refund 2020- outside watering	$	59.57
001.1050.5600.000	STOREY KENWORTHY	black liners	$	41.16
001.6050.5605.000	STOREY KENWORTHY	10,000 window envelopes	$	360.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Housing Assistance Payments	$	26.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Housing Assistance Payments	$	112.00
184.5030.5242.000	SWITZER, TOM	Housing Assistance Payments	$	485.00
001.1050.5132.000	TAGS SCREEN PRINTING	clothing	$	833.16
690.8050.5342.000	TEMP ASSOCIATES INC	Transit dept	$	331.54
690.8050.5342.000	TEMP ASSOCIATES INC	Transit dept	$	275.03
383.4065.5230.000	Terracon Consultants Inc	Steel services Tech & Admin Services	$	1,107.50
110.2010.5600.000	THEISENS SUPPLY INC	transport chain	$	63.48
110.2010.5600.000	THEISENS SUPPLY INC	blades	$	26.98
110.2010.5600.000	THEISENS SUPPLY INC	bolts	$	11.25
001.1050.5210.000	TIMES REPUBLICAN	advertising	$	45.00
001.5040.5210.000	TIMES REPUBLICAN	advertising	$	50.96
001.6020.5210.000	TIMES REPUBLICAN	advertising	$	473.38
110.2010.5565.000	TITAN MACHINERY, INC.	721G #61 parts	$	255.10
110.2010.5565.000	TITAN MACHINERY, INC.	721G #61 sensor	$	(51.00)
184.5030.5242.000	TITUS, TROY	Housing Assistance Payments	$	347.00
184.5030.5242.000	TITUS, TROY	Housing Assistance Payments	$	95.00
884.7010.5230.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX benefits	$	1,787.16
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payments	$	81.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payments	$	113.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payments	$	97.00
690.8050.5210.000	Trending Media Inc	radio advertising	$	120.00
690.8050.5210.000	Trending Media Inc	radio advertising	$	56.00
184.5030.5242.000	TREVRON LLC	Housing Assistance Payments	$	347.00
001.4030.5600.000	TRI STATE LOCK SERVICE	keys	$	12.00
110.2010.5600.000	TRI STATE LOCK SERVICE	keys	$	31.00
610.8016.5600.000	TRI STATE LOCK SERVICE	knob lock	$	12.00
740.8065.5600.000	TRI STATE LOCK SERVICE	knob lock	$	8.00
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	$	63.05
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	$	34.26
001.6021.5215.000	TSYS	Finance credit card transaction fees	$	90.36
001.6021.5215.000	TSYS	Finance credit card transaction fees	$	56.82
184.5030.5242.000	TTLC Coop Housing	Housing Assistance Payments	$	196.00
184.5030.5242.000	TTLC Coop Housing	Housing Assistance Payments	$	168.00
311.2012.5230.000	Ulteig Engineers Inc	North Substation engineering services	$	1,456.75
610.8015.5339.000	Unity Point Clinic-Occupational Medicine	random testing	$	42.00
610.8016.5339.000	Unity Point Clinic-Occupational Medicine	random testing	$	25.20
690.8050.5339.000	Unity Point Clinic-Occupational Medicine	random testing	$	42.00
740.8065.5339.000	Unity Point Clinic-Occupational Medicine	random testing	$	16.80
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	312.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	161.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	103.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	249.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	244.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	221.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	$	249.00
110.2010.5565.000	Vajgrt, Roger	saw parts	$	92.00
110.2010.5600.000	Vajgrt, Roger	chain	$	30.00
110.2010.5600.000	Vajgrt, Roger	propane	$	158.88
184.5030.5242.000	Van Voorst, Maya	Housing Assistance Payments	$	228.00
184.5030.5242.000	VEST, LARRY	Housing Assistance Payments	$	48.00
610.8015.5980.000	Villeda, Maurico	sewer refund 2020 pipe break	$	87.78
184.5030.5242.000	WARDEN, RICHARD	Housing Assistance Payments	$	647.00
610.8015.5718.000	Water Technology Group Midwest Inc	SBR acuator Main Board Screens	$	4,871.53
184.5030.5238.000	WATERLOO HOUSING AUTHORITY	Admin fee100120	$	40.65
184.5030.5242.000	WATERLOO HOUSING AUTHORITY	Housing Assistance Payments	$	584.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Assistance Payments	$	301.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Assistance Payments	$	212.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Assistance Payments	$	309.00
140.4030.5342.000	WEITZELL, RICHARD M	sidewalks	$	1,530.00
395.5020.5779.000	Wenthold Excavating LLC	ECO19001 E Merle Hibbs Ext Construction	$	694,339.99
610.8016.5347.000	WinCan LLC	annual service support software agreement	$	900.00
740.8065.5347.000	WinCan LLC	annual service support software agreement	$	600.00
001.1050.5132.000	Witmer Public Safety Group Inc	clothing	$	101.97
001.1050.5132.000	Witmer Public Safety Group Inc	helmet	$	352.98
610.8015.5351.000	WOODRUFF CONSTRUCTION, LLC	WPC19001 WPCP Phase 111	$	7,608.20
184.5030.5242.000	Worent Inc	Housing Assistance Payments	$	254.00
110.2010.5600.000	WW GRAINGER	cell phone signal booster	$	1,200.00
610.8015.5344.000	XEROX CORPORATION	September 2020 Xerox & Copies	$	84.87
184.5030.5242.000	ZA Properties LLC	Housing Assistance Payments	$	495.00
184.5030.5242.000	ZA Properties LLC	Housing Assistance Payments	$	277.00
001.4030.5410.000	ZIEGLER INC	generator moved to PW bldg maintenance	$	484.15
001.6050.5410.000	ZIEGLER INC	City Hall generator maintenance	$	373.50
001.6050.5600.000	ZIEGLER INC	City Hall generator maintenance	$	248.24
001.6051.5344.000	ZIEGLER INC	Carnegie Bldg generator maintenance	$	999.42
001.6051.5600.000	ZIEGLER INC	Carnegie Bldg generator maintenance	$	847.50
110.2010.5410.000	ZIEGLER INC	generator moved to PW bldg maintenance	$	484.15
110.2010.5565.000	ZIEGLER INC	#62 motor, wheel, resistor, switch and misc	$	349.57

610.8016.5410.000	ZIEGLER INC	generator moved to PW bldg maintenance	$	290.49
690.8050.5410.000	ZIEGLER INC	generator moved to PW bldg maintenance	$	484.16
740.8065.5410.000	ZIEGLER INC	generator moved to PW bldg maintenance	$	193.66
184.5030.5242.000	Zmolek, Mark	Housing Assistance Payments	$	253.00
		TOTAL:	**$**	**2,245,464.12**

City of Marshalltown, Iowa

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Custom Tree Care, Inc.

Address of Business: 6021 SW 29th St. PMB #130, Topeka, KS 66614

Business Telephone: 785-478-9805

Owner(s) of Business: Greg Gathers

Home Address of Owners: 3722 SW Spring Creek Ln. Topeka, KS 66610 Home Phone of Owners: 785-221-7550

If incorporated, is business authorized to transact business in the State Of Iowa? yes

Sales Tax Number: [redacted]

If title is a trade name, has such name been registered? _____

Date of commencement of business: 10/12/2020

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
Yes ____ No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain: _____

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
See attached		

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to issuance of a Tree Trimmer License.

Date Insurance Certificate Received 10/7/20 Insurance Expiration Date 2/15/21

*Minimum Insurance Requirements on the back of this application.

Greg Gathers
Applicant

Co-Applicant

Date: 10/7/20

$25.00 fee Paid _____

Approved by City Council on _____

City Administrator

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion.

OUT-OF-STATE ENTITIES:
All out of state tree trimmers must charge and remit 7% sales tax to the Iowa Department of Revenue.
All vendors will be reported to the Iowa Department of Revenue for compliance.

Acknowledge by: [signature] Date: 10/6/2020

EQUIPMENT LIST- CUSTOM TREE CARE INC. 10/4/20

YEAR	MAKE	MODEL	VIN #	DESCRIPTION	UNIT #
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	573
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	624
2005	Sterling	AT9500	2FWJA3DEX5AU95103	Semi-Truck	103
2002	Sterling	AT9500	2FWJA3AS22AJ83220	Semi-Truck	220
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	397
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	
2017	Homemade	ST	MOHMTRAILER24149	Debris Trailer	
1999	Wilkens		1W92M4522XS077243	Walking Floor	
2007	Titan		4TGF2520371046894	GN Trailer	
2003	Nuttall	350L	1N9LB44363A128020	Lowboy Trailer	
1995	Belshe		16JF01820S1026770	Debris Trailer	
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	420
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	624BT
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	730
2007	Bandit	250XP	21998	Chipper	
2000	Progressive	34'	1P9EC3427YP297528	Command Center	
2007	Ford	F-350	1FDWF37P37EA08891	Pickup	891
2003	Ford	F-350	1FTWF33P53EC11883	Pickup	883
2015	Ford	F-250	1FT7W2BT0FEA63420	Pickup	
2019	Ford	F-250	1FT7W2BT4KEF99197	Pickup	
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup	332
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	361
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder	
2014	Vermeer	SC30TX	1VRC070N2E10000987	Stump Grinder	SG1
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder	SG
2012	Ford	F-250	1FT7W2BT7CEA25033	Pickup	33
2007	Ford	F-150	1FTRF12W47KD24791	Pickup	791
2002	Bandit	3680	4FMUS36382R001420	Grinder	
2005	John Deere	544J	DW544JZ595264	Wheel Loader	
2014	John Deere	333E	1T0333EMEDE254990	Skid Loader	
2020	John Deere	333G		Skid Loader	
2001	Caterpillar	914G	CAT0914GLPDF00255	Wheel Loader	
2014	John Deere	5075E	1PY5075ELEB012520	Loader Tractor	
2007	Vermeer	S600TX	1VRZ0508171000698	Mini Skid Loader	ML1
	John Deere			Mulching Head	
	Fecon			Mulching Head	
	Tools/ Chainsaws				
	Shipping Container				
2020	Rockland			Rollout Bucket	
2007	KYRV	31BHS	4YDT31B2077202487	Travel Trailer	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2020

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

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

PRODUCER
Selby-Granger Insurance LLC/The Woody Insurance Group
114 W Main St
Neosho MO 64850

CONTACT NAME: Phyllis Giaconia
PHONE (A/C, No, Ext): 9133414448 FAX (A/C, No):
E-MAIL ADDRESS: PGiaconia@thewoodyinsurancegroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Colony Insurance Company	39993
INSURER B :	United Financial Casualty Company	11770
INSURER C :	Berkley Casualty Insurance Company	15911
INSURER D :	Auto Owners Insurance Company	18988
INSURER E :	Evanston Insurance Company	35378
INSURER F :		

INSURED
Custom Tree Care, Inc.
3722 SW Spring Creek Ln
Topeka KS 66610

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:			103GL003442700	03/19/2020	03/19/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; X SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			01172240-	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
E	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			XOBW8628020	06/30/2020	03/19/2021	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0150554	02/12/2020	02/15/2021	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Coverage-Special			75616296	11/22/2019	11/22/2020	Limit	$100,000
							Deductible	$1,000

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

CERTIFICATE HOLDER

City of Marshalltown
24 N Center St
Marshalltown IA 50158

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Carrie Kesler

GOAL 1: Expand and improve development in the community	Projected Completion	Notes
Objective 1: Support the Marshalltown Central Business District and development in Downtown		
Initiate Downtown design standards	6/30/2020	Recommendations to come to the Council by 12/31/20
Administer Catalyst Building grant program	4/11/2021	State has extended deadline to 2023 and provided new funds
Design and administer a program for the repair of shared walls	12/31/2021	City Council funded 3 projects in Q2; one completed w/ 2 dependent upon another project to be completed
Initiate municipal infractions for MCBD properties with minimal to no repairs since the tornado	Ongoing	Multiple properties sent notices; 657A cases underway
Objective 2: Support and promote commercial and industrial development		
Continue development meetings and other meetings w/ project partners	Ongoing	No development meetings in Q3; informal contacts with potential developers
Partner with the Chamber Synchronist visits to meet with local business and industry	Ongoing	Need to revisit this item due to COVID
Complete the rezoning of the Highway 14 Corridor	4/30/2020	Selected rezonings coming forward by 12/31, but limited due to COVID19
Apply for a BUILD grant for the Highway 14 Corridor Improvments	7/1/2020	Notice received the City did not receive the BUILD grant; debriefing requested
Objective 3: Look at innovative ways to further enhance housing quality and quantity		
Review ordinance changes needed to allow for minimum dwelling size in residential zones	12/31/2020	Part of Zoning ordinance review in 2021
Partner with Habitat for Humanity on the Blitz Build and rebuilding of homes	Ongoing	
Partner with the Chamber of Commerce on the Marshalltown Housing Initiative	Ongoing	Council received report at 9/28 Council meeting
Identify vacant lots for housing redevelopment through D&D or tax certificates	Ongoing	Council sold 3 vacant lots in Q2
Work with partners on the formation of a Community Development Corporation (CDC)/support La	Ongoing	Participated in a virtual meeting in Q3; R6 coordinating ongoing efforts to establish a 501c3

GOAL 1: Expand and improve development in the community	Projected Completion	Notes
Complete the Southridge Estates final plat	9/30/2020	Final plat will be presented P&Z in October w/ the purchaser's desired layout
Sell the available land in the Southridge Estates subdivision	12/31/2020	Closing on the property likely to occur in late Nov/early Dec 2020
Review and enhance incentives for in-fill development	12/31/2020	McClure proposal involved creation of TIF LMI funds to fund in-fill development; funds not available immediately. Other options to be examined
Objective 4: Ensure appropriate infrastructure exists for all types of development		
Construct Phase 1 of East Merle Hibbs extension, including South 5th Avenue connection	12/31/2020	Project started in Q3 with Wenthold Excavating; completion date targeted of Nov. 2021
Construct South 7th Avenue (Cross Country Estates subdivision)	8/31/2020	Project complete in Q3
Construct the extension of Edgewood Street (Highway 14 Corridor recommendation)	12/31/2021	Awarded grant from EDA in Q3; all funding is now in place to proceed
Consider other infrastructure projects for development projects	Ongoing	Washington St construction to be substantially complete in Q4

GOAL 2: Enhance Marshalltown's public image	Projected Completion	Notes
Objective 1: Eliminate blight throughout the community		
Demolish 10 structures under the D&D program	12/31/2020	6 properties demolished in Q3; 4 others to go out for bid in Q4
Complete 51 projects under the HUD Lead Abatement grant program	12/31/2020	Delayed due to COVID19
Initiate cases for commercial property demolitions	Ongoing	1 commercial 657A filed, 1 infraction filed in Q3; FEMA Demolition project being developed due to derecho
Create and hold a training with interested citizens on nuisance abatement	5/31/2020	Delayed due to COVID19
Objective 2: Design and construct capital projects which enhance the aesthetics of the community		
Complete the renovation of the Veterans Memorial Coliseum	10/31/2020	Project to be completed until late 2020
Complete the design of the Airport Terminal/Hangar project	9/30/2020	Design completed in Q1
Initiate construction of the Airport Terminal/Hangar	12/31/2020	Bid awarded to Garling; construction to be completed by 12/31/21
Complete the installation of one monument entry sign as part of the Wayfinding Plan	12/31/2020	Discussing purchasing of ROW for monument on south side; north side monument damaged in derecho
Implement other signage recommendations from the Wayfinding Master Plan	Ongoing	West End Park sign installed in Q3; Police and Fire Buidling sign and wayfinding signage to be installed
Complete the railroad crossing safety improvements	12/31/2020	Council approved engineering agreement for project on 9/28; will not be completed by 12/2020
Engage a consultant to provide design and construction recommendations for projects in the MCBD which address recommendations in the Downtown Master Plan	7/30/2020	RFP issued in Q3; contract to be issued in Q4
Design and install new banners for the viaducts	12/31/2020	Banners ordered and received; will be installed soon
Complete a pocket park in the area between City Hall and the Coliseum	12/31/2020	Rebuild Marshalltown grant secured; agreement for design in place with CGA
Complete Phase 1 of the West End Park renovation	12/31/2020	Caliber Concrete worked on project in Q3; to be completed in Q4

GOAL 2: Enhance Marshalltown's public image	Projected Completion	Notes
Complete the FEMA project for street repairs/sidewalks in the tornado-damaged area	12/31/2020	Construct started project in Q3; to be completed in Q4
Work with Alliant Energy to replace damaged street lights and underground lines	12/31/2020	Derecho caused a delay in project; completion date unknown
Complete the Anson Park Shelter renovation project	6/30/2021	Project scope to be changed and re-bid
Replace the bridge at Timber Creek Park	6/30/2021	Boulders Construction awarded bid; work to happen in Q4
Replace the parking lots at the MSA complex	6/30/2022	Project included in FY21 CIP
Renovate the parking lot at 1st and Church Street	12/31/2020	Derecho delayed project to 2021
Objective 3: Improve communication of City programs and initiatives		
Provide the Citizens Police Academy	5/30/2020	On hold due to COVID19
Provide the Citizens Fire Academy	9/30/2020	On hold due to COVID19
Update and hold Budgeting 101 info meetings	11/30/2020	On hold due to COVID19
Implement a communications plan for City positive stories	Ongoing	Website/FB used for positive stories on city projects
Develop and implement a public campaign for stormwater education	12/31/2020	Public committee to be formed in late 2020/early 2021
Bring forth a proposal for a community-wide Citizen Survey	6/30/2020	Proposal brought forward in July; contract signed w/ Polco in Aug; survey is underway
Objective 4: Support public relations and marketing of Marshalltown		
Support Vision Marshalltown's community pride campaign	Ongoing	CA serves on Marketing Committee; City Clerk part of promotions team
Support the marketing of the community through the Chamber of Commerce	Ongoing	Agreement for funding marketing and promotions renewed in May
Utilize community tagline and "bug" in City communications/promotions	Ongoing	Utilizing More than Ever on banners, logo on letterhead, website postings

GOAL 3: Continually improve the City's organization & services	Projected Completion	Notes
Objective 1: Review policies, procedures, and ordinances for updates		
Adopt updates to City personnel policies	7/30/2020	COVID policies continually amended as needed
Issue an RFP for the rewriting of the City's zoning ordinance	6/30/2020	RFP issued in Q3; work to occur in 2021 if Council awards contract
Rewrite the Emergency Operations Plan	3/31/2020	Plan adopted in May 2020; put into action with August derecho
Review current odor standards in the nuisance code for enforcement	5/31/2020	Meetings were scheduled w/ JBS in Q3 but cancelled due to derecho; rescheduling for Q4
Develop and implement a process for execution of the strategic plan	3/31/2020	Process drafted but not on agenda for discussion due to COVID19
Review the role of and need for a Human Rights Commission	12/31/2020	
Compile and review mandatory and discretionary functions of the City	12/31/2020	Not likely to occur due to derecho
Conduct stormwater and sanitary sewer rate studies	9/30/2020	HR Green/DA Davidson working on sanitary sewer study; RFP for storm sewer to be issued
Recognize volunteer board and commission members for years of service milestones	2/29/2020	Recognition event held in Feb.; P&Z/BOA to be recognized as part of October/Planning Month
Objective 2: Develop comprehensive plans for City infrastructure and improvements		
Continue an annual Street Improvement Plan	Ongoing	Council considering allocation of remaining bond proceeds for street improvement
Discuss the desire to complete the 12th Avenue sidewalk gap project	6/30/2020	Council ordered construction on the project on 9/28 w/ award to occur in Q4
Close out all property insurance claims on tornado-damaged buildings	6/30/2020	Work still on-going on City Hall roof and Coliseum
Complete the sidewalk gap projects near Fisher and Anson Elementary Schools	12/31/2020	Project won't start until 12th Ave project process is completed; move to 2021
Fund and construct an addition to the Marshalltown Public Library	12/31/2021	Library Board reviewing options in light of COVID
Replace sections of trail with the highest condition issue rating per the ADA plan	12/31/2020	Council borrowed funds for trail repairs; internal design w/ construction to occur in 2021
Track the compliance with the ADA Transition Plan	Ongoing	ADA Plan accepted in Q1
Complete security and building updates at City Hall/Carnegie Buildings	12/31/2020	Some COVID-related changes implemented; additional enhancements still needed
Assess the Public Works Facility for safety and security enhancements	6/30/2020	Front door secured as part of COVID; other City depts directed to use the front door

GOAL 3: Continually improve the City's organization & services	Projected Completion	Notes
Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce		
Continue annual training days on Veteran's Day and Presidents Day	Ongoing	President's Day 2020 was training day
Consider an RFP for an Employee Survey	8/31/2020	Employee survey contracted in Aug; currently available to employees
Continue monthly Safety Committee meetings	Ongoing	
Re-initiate the 30 minute mini-trainings for staff	Ongoing	
Review the non-bargaining wage scale and comparable city data	12/31/2020	
Review elected official wages with comparable city data	3/31/2020	Council discussed 2/24; ORD third reading on 4/27
Objective 4: Review existing functions and finances for efficiencies		
Complete long term financial projections for the General Fund revenues and expenditures	11/30/2020	
Convene a discussion on recreation programming in Marshalltown	6/30/2020	On hold due to COVID
Submit all necessary documents for the FEMA reimbursement process	Ongoing	Tornado work not yet complete for Cat C street project; COVID 19 reimbursements submitted; Derecho public assistance initiated
Review City fees and charges	12/31/2020	Council approved fees and charges for FY21 in Q2
Complete a LEAN process improvement review of the building permit process	12/31/2020	Process is scheduled for early December
Identify at least 2 departmental processes to review for process improvement	Ongoing	Rental registration process reviewed in Jan.; Library process was delayed due to COVID

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life	Projected Completion	Notes
Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community		
Install sculpture at the Police and Fire Building	6/30/2020	On hold due to COVID; will occur in Q4
Discuss public art as part of the Airport Terminal project	9/30/2020	Discussion not planned in remainder of year
Discuss public art as part of the Veterans Memorial Coliseum Renovation	6/30/2020	Sidewalk art project received funding from Rebuild
Discuss public art as part of the 3rd Ave/Highway 14 resurfacing project	6/30/2021	
Discuss a process for a public art project in the City Council Chambers	12/31/2020	
Discuss public art as part of the Library addition	3/31/2021	
Support the creation of a mural program	Ongoing	
Consider the creation of a City Public Art Master Plan	9/30/2020	Discussion not planned in remainder of year
Consider a policy with a set-aside for public art in City projects	12/31/2020	
Objective 2: Partner with Trails Inc. on trail-related initiatives		
Paint sharrows and bike symbols on designated routes	8/31/2020	Painting delayed due to derecho
Assist Trails Inc. with plan development	Ongoing	City submitted a federal recreational trails grant on behalf of Trails Inc in Q3
Promote the fundraising efforts of Trails Inc.	Ongoing	
Support the implementation of the Placemaking Master Plan for the River's Edge Trail	Ongoing	Plan accepted by City in Jan.
Objective 3: Work with other entities on partnerships which benefit the community		
Continue participation on Vision Marshalltown Aesthetics sub-committee	Ongoing	
Work with the County Treasurer's office to claim County-held tax certificates	Ongoing	
Continue to participate and support the Long Term Recovery Committee	Ongoing	City no longer part of the committee
Coordinate and work with partners to ensure an accurate 2020 Census	Ongoing	Info on properties provided to Census workers as requested
Create a community event trailer	9/30/2020	Project in FY21 CIP
Contribute to the rebuilding of the tennis courts at the high school	6/30/2021	Council approved 28E for project on 3/23
Participate in the Welcoming America initiative through the YMCA	Ongoing	

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life	Projected Completion	Notes
Coordinate/participate in a community coalition to address mental health/substance abuse issues	11/30/2020	PD working with YSS for crisis services contract for 2021
Objective 4: Use legislative resources to affect positive change for the City		
Attend League of Cities or other state or local association legislative events	Ongoing	All ILOC events virtual due to COVID
Regularly contact state and federal legislators with updates	Ongoing	

2020-279

RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR 7 RAYOS LIQUOR STORE, 120 E. MAIN STREET, MARSHALLTOWN, IOWA

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of improving building facades (the "Façade Improvement Program") and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for the 7 Rayos Liquor Store located at 120 E. Main Street, which is owned by Sonia Morciego, to update the upper story façade with a stucco covering; and

WHEREAS, the property owner(s) or business tenant(s) who will make at least $5,000 in qualifying improvements are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to $8,500 for a 1 story structure or $12,500 if it also relates to upper story improvements, whichever is less; and

WHEREAS, the owner has provided an estimate of construction costs of $12,037.50 so 25% would be $3,009.38; and

WHEREAS, the Downtown Incentive Grant Committee is recommending that Council approve this grant application since the project meets the requirements and funds certified for the façade grant are available to cover this expenditure.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to $3,009.38 for the reimbursement to Sonia Morciego for the facade improvement at 120 E. Main Street.

PASSED this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

September 30, 2020

Dear Mayor and Councilors,

I am writing to submit a Facade Grant request, on behalf of Sonia Morciego, owner of 7 Rayos Liquor, located at 120 E. Main Street. The building received wind damage during the August 10th derecho that ravaged our community. Sonia has started to rebuild her awning and sign band, and has decided that now would be the perfect time to also update her upper story façade with a stucco covering. Sonia plans to leave the historic "DOROSIN'S" name present on the building. I have attached both a current photo of the building and a rendering that depicts the upper story façade with the stucco application.

The Downtown Incentive Committee held discussions on September 28th. The request is as follows:

EIFS/Stucco $12,037.50 x 25% Reimbursement = $3,009.38

Grant Request is in the amount of $3,009.38

This request complies with the Facade Grant guidelines. Committee members Doug Husak, Joe Roenfeldt, Diana Steiner and Deb Millizer approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,

Deb Millizer

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District
Façade Grant Application

Property Information:
Address: 120 E Main St., Marshalltown IA
Current Tenant (Business Name): 7 Rayos Liquor Store
Use: Retail Zoning: ____________

Applicant Information:
☒ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
Name of Applicant: Sonia Morciego
Mailing Address: 120 E Main St Marshalltown IA 50158
Street City, State Zip
Phone: 641 752-25-92 Fax: ____________ Cell: 641-351 00 44

Owner Information (If different from applicant information):
☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
Legal Name of Owner: Sonia Morciego
Mailing Address: 120 E. Main St. Marshalltown IA
Street City, State Zip
Phone: 641-752-2592 Fax: ____________ Cell: 641-351-0044

Proposed use of funds (Check all that apply)		Est. Cost
___	Awning	$
___	Awning with façade project	$
___	Brick cleaning and tuckpointing	$
___	Exterior lighting	$
___	Painting of exterior surface	$
___	Preservation of architectural elements	$
___	Removal of inappropriate elements	$
___	Signage	$
X	Storefront rehabilitation/restoration EIFS/Stucco	$12,037.50
___	Window and/or door repair	$
___	Other; explain	$
	Total estimated cost	$12,037.50
	Grant amount requested	$3,009.38

Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. Before reimbursement, a member of the* Main Street Downtown Incentive Committee *must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The* Main Street Downtown Incentive Committee/*City reserves the right to request additional information.*

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/*City* **has the right and discretion to approve or deny any project portions thereof.**

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*

09-24-2020

Signature of Applicant **Date**

Signature of Owner **Date**

Return to:
Marshalltown CBD, Debbie Millizer, Director
216 E Main St. Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

<u>Work commenced prior to approval of the Façade Grant Application is not eligible.</u>

Marshalltown Central Business District/ Facade Grant Application

ESTIMATE
CnhE0221

DATE
09/01/2020

TOTAL
USD $12,037.50

C & H Restoration LLC

Business Number HIC.0643130
Connecticut Financial Center 157 Church St
New Haven
06510
2034406908
www.concretecontractorhamden.com
cnhrestoration@gmail.com

TO

Sonia Y Morciego

6413510044
somorciego@yahoo.com

DESCRIPTION	RATE	QTY	AMOUNT
All work involved the repair, reframe, of the store front at 120 East Maine st with stucco material	$11,250.00	1	$11,250.00

SUBTOTAL	$11,250.00
TAX (7%)	$787.50
TOTAL	USD $12,037.50

We Accept All Major Credit Cards, Zelle, Venmo and PayPal apps

Estimate valid for 60 Days

PLEASE VISIT OUR FACEBOOK PAGE
www.facebook.com/chrestoration


DOROSIN'S
BUD LIGHT
Budweiser
Corona Extra
BUD LIGHT SELTZER
120
OPEN
$100,000
IA Lottery

Facade App.

MCBD - Main Street Program, Façade and Code Grants - since inception

Year	F=Façade C=Code B=Both	Address	Owner	Grant Amt	Total Investment
2006	F	36 E Main St	Those Ink Guys	5,003.00	$20,015
2007	F	219 E Main St	Bob's Furniture	7,110.00	$30,325
2007	F	117 W Main St	Mike's Bikes	7,395.00	$31,927
2008	F	118 W Main St	Headliner	5,743.00	$22,973
2010	F	107 N Center St	Showroom Auto	21,698.00	$179,528
2010	F	118 E Main St	Peglow Law	8,500.00	$49,545
2010	B	101 W Main St	Devaul Inc	14,994.00	$105,000
2010	F	5 W Main St	Ocean City	16,693.00	$91,243
2011	B	4 E Main St	Zamora Market	2,688.50	$50,000
2012	B	5 W Boone St	Don Anderson	13,121.50	$160,609
2013	B	134 E Main St	Common Bond	45,500.00	$8,000,000
2013	B	119 E Main St	Kester	20,000.00	$160,000
2014	F	105 W Main St	McGregor - Antique	12,500.00	$180,000
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	$282,776
2015	C	208 E Church St	Aaron Benscoster	20,000.00	$490,000
2015	F	16 E Main St	CGA	5,740.00	$22,960
2015	F	119 E Main St	Kester	5,445.70	$24,053
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	$29,622
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	$38,650
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	$10,158
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	$33,487
2019	F	17 N. 1st St.	Avalos	8,500.00	$35,303
2019	F	19-21 S. 2nd Ave	Hagstrand	10,728.00	$42,915
2019	F	30 E Main (Façade)	Miller	5,500.73	$22,003
2019	C	30 E. Main (Code Upgrade)	Miller ($15,284.25 withdrawn 8/6/20)		
2019-306	C	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	$31,722
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	$7,285
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	$84,240
2020-065	C	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,819.50	$15,278
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	$19,479
2020-172	F	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,873.40	$15,494
2020-190	F	32 E. Main/8 N 1st St	Bplus Properties (SportsPlus & In-Stitches)	10,163.75	$40,655
2020-195	C	201 E. Main Street (Code upgrade)	M'town Senior Living Residences	20,000.00	$103,580
2020-195	F	201 E. Main Street (Facade)	M'town Senior Living Residences (3 sides)	28,812.50	$121,484
2020-239	F	4 E. Main Street (Façade & Code upgrade)	Zamora's Fresh Market	12,500.00	$102,356
2020-274	F	14-16 E. Main St (Façade)	Matt Garber (NW Mutual & CGA)	4,250.00	$17,000
2020-275	C	13 N. 1st Street (Code upgrade)	Gabriella Vagas Avalos	16,569.01	$66,276
		SUB-TOTAL		**436,937.57**	**$10,737,941**

COUNCIL REALLOCATED TO MCBD FOR OPERATIONS DUE TO TORNADO FY19	40,000.00
TOTAL COMMITTED	**476,937.57**
CERTIFIED FUNDS	**390,000.00**
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand	**20,000.00**
9-28-19 Council approved additional funding for FY21 $40,000	**40,000.00**
7-13-20 Council approved additional funding for FY21 $80,000	**80,000.00**
BALANCE REMAINING BEFORE COUNCIL APPROVAL OCT 12 2020	**53,062.43**
Facade requests for consideration 10/12/2020: 120 E. Main St.:Sonia Morciego	3,009.38
Balance if requests approved	50,053.05

2020-280

RESOLUTION ACCEPTING CONTRACT AMENDMENT TO CONTRACT 19-CTBF-003 COMMUNITY CATALYST BUILDING REMEDIATION PROGRAM FOR $500,000 FOR UPPER STORY HOUSING IN THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT

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

WHEREAS, the Iowa Economic Development Authority ("IEDA" or "the Authority") granted the City of Marshalltown $1,000,000 from the Community Catalyst Building Remediation program to fund catalytic projects in the Marshalltown Central Business District; and

WHEREAS, the City of Marshalltown requested additional funding for the development of upper story housing in the Marshalltown Central Business District; and

WHEREAS, the Iowa Economic Development Authority has proposed a grant amendment to provide $500,000 for upper story housing and an additional two years on the contract for all work to be completed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor is hereby authorized to sign the Contract Amendment for Contract 19-CTBF-003.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

Iowa Economic Development Authority
Community Catalyst Building Remediation
Contract Amendment

Recipient:	**City of Marshalltown**
Contract Number:	**19-CTBF-003**
Contract Amendment Number:	**1**
Amendment Effective Date:	**September 23, 2020**

The Iowa Economic Development Authority (IEDA) hereby amends the above referenced Community Catalyst Building Remediation Program contract by extending the contract end date to allow for completion of the project.

The contract by and between the Iowa Economic Development Authority **("IEDA")**, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 and City of Marshalltown **("Recipient")**, 24 N Center Street, Marshalltown, Iowa 50158 is amended as of the date shown above as follows:

AMEND Article 6 "Project Completion Period" means the date by which the Recipient must complete the Project. The Project Completion Date shall be ~~24~~ 48 months from the Award Date.

AMEND Article 11 "Total Payment" means the amount of state funds under this agreement. Total payment of state funds under this Agreement shall not exceed ~~One Million Dollars ($1,000,000)~~ One Million Five Hundred Thousand Dollars ($1,500,000) for Costs Directly Related to the Project.

Except as otherwise revised above, the terms, provisions, and conditions of the Contract remain unchanged and are in full force and effect.

FOR IEDA:
BY:

____
Deborah V. Durham, Director

____
Date

FOR RECIPIENT:
BY:

____
Signature

____
Printed Name and Title

____
Date

2020-281

RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN IEDA CDBG DOWNTOWN REVITALIZATION GRANT

WHEREAS, the Iowa Economic Development Authority “IEDA” established a Downtown Revitalization Grant Program with a maximum grant award of $500,000; and

WHEREAS, the City is an eligible applicant and has identified a need for assistance in revitalization of downtown buildings; and

WHEREAS, the City is working with Region 6 Resource Partners in preparation of this grant; and

WHEREAS, said Program requires matching funds to be committed in the amount of $500,000 and the City is committed to budgeting Local Option Sales Tax funds in the FY 21-22 to match the application if awarded; and

WHEREAS, the City Council has reviewed the request and found it to be in the best interest of the City.

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

Section 1. The City staff and Mayor is hereby authorized to prepare and submit a Downtown Revitalization Program Grant application with the assistance of Region 6 Resource Partners in the amount of $500,000.

Section 2. The City hereby authorizes a match amount to be budgeted in the amount not to exceed $500,000 from Local Option Sales Tax in the FY 21-22.

Section 3. The Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this 12th day of October, 2020 and signed this _____ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

October 12, 2020

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: IEDA CDBG Downtown Revitalization Program Grant

Policy Issue: The Housing and Community Development Department is working with Region 6 Resource Partners to evaluate a grant opportunity with the Iowa Economic Development Authority (IEDA) under the Community Development Block Grant (CDBG) Downtown Revitalization Program (DTR). The application requires a great deal of preparation and work with design professionals. Grant preparation typically takes up to one year. The applicant must be the local government and typically includes a matching contribution. Before extensive time and resources are dedicated to the application process we want to bring the item forward to the City Council for consideration and preliminary budget approval.

Recommendation: Staff is proposing the City work with Region 6 Resource Partners to prepare a grant application. The specific application due date is unknown at this time however it is anticipated to be due in the summer of 2021. Staff is requesting a commitment to budget LOST in FY 21-22 for a matching contribution not to exceed $500,000, which is a dollar for dollar match. If this is acceptable to the Council we will bring forward a resolution of support at the next meeting.

Background: The DTR program is designed to improve the facades in the downtown district. Julie Winter with Region 6 has included some additional detail about the program and will be present to discuss how the program works. Region 6 has worked with other communities on successful projects.

Budget Impact: As the application is developed the scope of work will be finalized as well as the estimated budget. Preliminary estimates include a total project budget of approximately $1,250,000. The budget would include State funding, City match, property owner match and possibly other local grant dollars if awarded. The goal would be to conduct work on approximately 8 facades in a targeted area of the downtown.

Attachment: Resolution and Program information.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5756 - Fax (641) 754-5742

Downtown Revitalization Grant (DTR) Marshalltown

REGION 6 RESOURCE PARTNERS
COMMUNITY SOLUTIONS START HERE

What is the Downtown Revitalization (DTR) Grant?

- Grant from the Iowa Economic Development Authority (IEDA)
- Minimum of 8 buildings/addresses for a grant award of $500,000 (50% local match)
- Helps improve a targeted area in the downtown
- Results in highly visible outcomes

What Work Qualifies?

- Front facades, side wall if visible from Main St.
- Windows, doors, exterior walls (front facades), storefront and signage, porch/deck/stairs
- Goal of the program is *historic* restoration (with some flexibility)

What Work Does NOT Qualify?

- Generally, any building that does not have historic significance or historic elements
- Anything that is not visible from Main Street
- Buildings with first floor residential not eligible

Individual Building Budget

- Varies greatly by need of each building and owner preference – average cost ~$60,000
- Building owner kicks in 20% on any work done to their building
- It's a building owner decision, but 80% off is a good deal!

SAMPLE Overall Marshalltown Project Budgets

SAMPLE Budget #1
$500,000 CDBG grant funding
$200,000 Building owners (20% of construction)
$200,000 Request to Rebuild Marshalltown fund
$300,000 City
$1.2 million total project budget

SAMPLE Budget #2
$500,000 CDBG grant funding
$240,000 Building owners (20% of construction)
$200,000 Request to Rebuild Marshalltown fund
$360,000 City
$1.3 million total project budget

- Local match at 55% or more is more competitive
- Grant can cover at a maximum 50% at any time

Building Owner Interest in Grant

There are at least 8 downtown building owners interested that:

1. Have scopes of work on the façade of their building that qualify for the program (ie: upper story windows, storefront, brick repair/replacement, signs, signband area, awnings, etc.)
2. Wish to repair all or at least some of the needs of the building that qualify
3. Have verbally said that they would be willing and able to provide a 20% cash match on an approximate budget for their building needs.
4. Are aware of the grant timeline.

There are additional downtown building owners that:

1. Have scopes of work that would qualify for the program
2. Responded positively to the grant opportunity but have not given a verbal commitment, or
3. Region 6/MCBD is still waiting to meet with them to provide more details.

Region 6 could foresee another 2-3 buildings being added to the project. Project development will include defining a target area and making choices to maintain an allowable project budget.

Next Steps

- Interest from downtown building owners?
- Interest from city?
- Get architect involved – Winter 2020-2021
- Next application is due July 31, 2021
- Applications and building scopes can take 6+ months to prepare – early involvement of architect is key!

Questions?
Julie Winter
Region 6 Resource Partners
641-752-0717
jwinter@region6resources.org

2020-282

RESOLUTION APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS, the City of Marshalltown, Iowa, has negotiated an Agreement for Tobacco Enforcement Services pursuant to Chapter 28E of the Iowa Code, with the Iowa Alcoholic Beverages Division, State of Iowa; and

WHEREAS, the City Council of Marshalltown finds this Agreement for Services is in the best interest of the City.

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

Section 1. That the attached Agreement for Services is hereby approved in all respects and particulars.

Section 2. The Agreement for Services shall begin on October 1, 2020, and continue through June 30, 2021, and remain in effect until either party terminates the Agreement by written notice at least 20 days prior to the date of cancelation.

Section 3. That the Chief of Police and City Clerk are hereby authorized and directed to execute said Agreement for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Agreement for Services with the Secretary of State, as required by law.

Passed this 12th day of October 2020, and signed this ______ day of October 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor
ATTEST:

____
Alicia Hunter, City Clerk

the City of Marshalltown

POLICE DEPARTMENT

Joel T.S. Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel T.S. Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 7 October 2020

RE: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement FY 2020-2021

Policy Issue: City policy requires governing body approval of agreements and contracts.

Recommendation: Staff recommends the Marshalltown City Council approve the FY 2020-2021 28E Agreement with the Iowa Alcoholic Beverages Division (ABD) for the enforcement of Iowa's tobacco, alternative nicotine and vapor product laws. Staff also recommends the City Council authorize the Chief of Police to sign this agreement.

Background: The City of Marshalltown and the Marshalltown Police Department have a long standing relationship with the Iowa ABD for the enforcement of tobacco laws and public education connected to tobacco regulations in Iowa. Historically, the police department has partnered with Iowa ABD to conduct tobacco compliance checks at all licensed tobacco retail outlets in the city limits of Marshalltown. The attached agreement requires the police department to conduct compliance checks on all Marshalltown tobacco retailers before February 15, 2021. Non-compliant establishments must be checked again before May 15, 2021. The Iowa ABD will pay the police department $75.00 per reported compliance check. The police department believes this is an important public health and public policy initiative. Staff recommends approval of this agreement.

Budget Impact: Not Applicable

Attachment: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement for FY 2020-2021

ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

Kim Reynolds *Governor of Iowa*
Adam Gregg *Lieutenant Governor*

Stephen Larson *Administrator*

September 9, 2020

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2021 (July 1, 2020 – June 30, 2021). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the 95% statewide compliance rate obtained by tobacco retailers in FY2020.

In order to be an I-PLEDGE partner in fiscal year 2021, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that ABD is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2021, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to ABD in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to ABD will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Additional details regarding these age-restricted products will be included in the enforcement handbook.

On June 29, 2020, Governor Reynolds signed legislation which increased the state minimum age to purchase tobacco, alternative nicotine and vapor products from 18 to 21 years. State of Iowa law is now reflective of the federal minimum age to purchase which was raised on December 20, 2019. Due to this law change, underage purchasers from the age of sixteen to twenty years old may now be utilized in the program. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

In an effort to accommodate departments due to the Covid 19 pandemic, all departments are assigned to Schedule 3 during fiscal year 2021. This means compliance check due dates were expanded for departments that are usually a Schedule 1 or Schedule 2. You will find details on compliance check due dates within the enclosed agreement. Please remember to reach out to ABD if your department experiences difficulties meeting compliance check due dates during the program year.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or iapledge@iowaabd.com with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

SCHEDULE 3

THIS AGREEMENT is made and entered into on this 1st day of October, 2020 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Marshalltown Police Department (The "Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Marshalltown Police Department
909 South 2nd Street, Marshalltown, Iowa 50158

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2021, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 **Responsibilities of the Department.**

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at https://tobacco.iowaabd.com/.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2020.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2021**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2020 business year, but not before October 1, 2020. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2020 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2021**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2021,** ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 **Responsibilities of the ABD.**

5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.

5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 **Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars ($75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 **Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2020** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

6.3.2 **Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.

13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.

13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.

13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.

13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Michael Tupper
Marshalltown Police Department
909 South 2nd Street
Marshalltown, Iowa 50158
Email: mtupper@marshalltown-ia.gov

13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.

13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:

13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.

13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 **Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

______________________	______________________
Joshua Happe	**Date**
Regulatory Compliance Bureau Chief	

By Law Enforcement Agency

______________________	10-01-2020
Department Official	**Date**
______________________	10-02-20
Department Witness	**Date**

Marshalltown PD

2020-283

RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY, IMPAIRED DRIVING COUNTERMEASURES GRANT APPLICATION, SECTION 405D, CONTRACT PERIOD OCTOBER 1, 2020 – SEPTEMBER 30, 2021, TO ADDRESS PEDESTRIAN SAFETY

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

WHEREAS, the STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY, Impaired Driving Countermeasures Grant, Section 405d, is accepting grant applications for the contract period of October 1, 2020 – September 30, 2021; and

WHEREAS, the City intends on applying for this grant; and

WHEREAS, the Council has found it to be in the best interests of the City of Marshalltown, Iowa, as there is no financial commitment made by the application for grant funds and that grant applications should be made.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs City staff to apply for grant funding for State and Community Highway Safety activities aimed at improving pedestrian safety.

Section 2. The appropriate Department Director or designated staff are authorized and directed to sign on behalf of the City of Marshalltown this application and other necessary documents to effectuate this resolution.

Section 3. The City of Marshalltown, if awarded the grant, accepts the grant from the State of Iowa.

Passed this 12th day of October 2020, and signed this _____ day of October 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

the City of Marshalltown

POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

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

FROM: Michael W. Tupper
Chief of Police

DATE: 7 October 2020

RE: 2020-2021 Governor's Traffic Safety Bureau State and Community Highway Safety Grant
Pedestrian Safety Project

Policy Issue: City policy requires governing body approval of agreements and state or federal grant applications or awards.

Recommendation: Staff recommends Council approve the attached FFY 2021 Governor's Traffic Safety Bureau (GTSB) State and Community Highway Safety Grant – Pedestrian Safety Project application and authorize the Chief of Police to sign and submit all necessary application documents to secure this funding.

Background: The police department has historically received GTSB funding to assist the department in purchasing traffic safety and enforcement equipment and to help offset overtime expenses during traffic enforcement operations. In 2019, the City of Marshalltown recorded eight pedestrian vs. vehicle crashes. One of these incidents resulted in a fatality. GTSB invited the police department to participate in a pilot project aimed at enhancing pedestrian safety. If this grant application is approved, the police department will received $3,000.00 in grant funding to offset overtime expenses in support of traffic safety and enforcement operations aimed at improving pedestrian safety.

Total grant funding offered by GTSB for this project is $3,000.00.

Budget Impact: If awarded, the City of Marshalltown will receive $3,000 in funding for the aforementioned purposes. There are no match requirements.

Attachment: FFY 2021 Governor's Traffic Safety Bureau Section 405d State and Community Highway Safety Grant – Pedestrian Safety application.

STATE OF IOWA
DEPARTMENT OF PUBLIC SAFETY

M E M O R A N D U M

Governor's Traffic Safety Bureau

TO: FFY 2021 Highway Safety Contractor

FROM: Crystal Young, Grants Administrator
Governor's Traffic Safety Bureau

SUBJECT: Signing of Highway Safety Contracts

Enclosed are 2 copies of your FFY 2021 highway safety contract with the Governor's Traffic Safety Bureau. **Please read and follow these instructions**:

1. Check the contract to verify that it is accurate. Pay special attention to the Transmit Contract Information on Page 1 and the persons listed in Articles 5.2 and 6.0 as well as Article 12.0 (Budget). *If changes are needed, please call me at 515-725-6126 or send the correct information to cyoung@dps.state.ia.us immediately.*

2. Have both copies of your contract signed and dated by the appropriate person in your agency (usually the Chief, Sheriff or Head of the Agency).

3. **RETURN THE FOLLOWING BY OCTOBER 1st, 2020** to

   Governor's Traffic Safety Bureau
   215 East 7th Street
   Des Moines, IA 50319-0248.

   - ✓ One signed copy of the contract. *The other is for you to keep.*
   - ✓ Federal Accountability form (if applicable you will have it in your packet)

A notification will be sent via e-mail to the contact listed on Page 1 as soon as the new grant is available in Iowa Grants. All of the forms needed to manage your contract, along with instructions, can be found in Iowa Grants under the "Program Documents" link. **Do NOT use forms from the previous year**. *Also, it is very important that you keep me updated on the correct e-mail address for your contact since important information, reminders and notifications will be e-mailed.*

Reimbursement claims must be submitted online through www.iowagrants.gov. **Claims must be submitted within 90 days of the expense being paid by the Contractor.** Activity reports must be submitted via Iowa Grants as a Status Report to your Program Administrator on a monthly basis (even if there is no GTSB activity). Instructions for submitting claims and activity reports online will be sent when the grant is open in Iowa Grants.

Your contract is effective October 1, 2020. If equipment is ordered prior to that date, we will not be able to reimburse your agency for it. Quotes must be submitted to your PA for equipment with a purchase price of more than $4,000. If equipment and its essential components total more than $5000, the contractor must obtain a signed letter of approval from GTSB before they can purchase the equipment, regardless of the reimbursement amount for the equipment. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase, retroactive approval from NHTSA is not an option.

GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY

CONTRACT NUMBER:	Impaired Driving Countermeasures Grant PAP 21-405d-F24*PS, Task 08-00-00
ISSUING AGENCY:	DPS/Governor's Traffic Safety Bureau
PROJECT CONTRACTOR:	Marshalltown Police Department
PROJECT BUDGET:	Highway Safety Funded Amount: $3,000.00
AGENCY/LAW/SOURCE:	National Highway Traffic Safety Administration (NHTSA) Public Law 114-94, Section 405d
DUNS #	07-585-2293

Submit Reimbursement Claims To:

Sheri Krohn, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

City of Marshalltown
24 N Center St
Marshalltown, Iowa 50158

Submit Reports To:

Sheri Krohn, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6128, FAX 515-725-6133

Transmit Contract Information To:

Sergeant Casee Veren
Marshalltown Police Department
909 S. 2nd Street
Marshalltown, Iowa 50158
641-754-5725, FAX 641-752-1211

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2021 Highway Safety Plan, Impaired Driving Countermeasures Grant 21-405d-F24*PS, Task 08-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By ______________________ Date: 10-01-2020

ISSUING AGENCY:

By ______________________ Date: 9-30-21
Patrick J. Hoye, Bureau Chief

Effective Date: 10/01/20 Expiration Date: 09/30/21

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Marshalltown Police Department (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 405d of the Fixing America's Surface Transportation Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Marshalltown, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2021.

4.2 A cumulative final report due November 1, 2021 covering accomplishments of Statement of Work and Services.

4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.

4.4 A copy of all audit reports within 30 days of completion of said audit.

4.5 Activity reports and public information activity due within 15 days following the completion of each designated enforcement event on forms provided by the DPS/GTSB.

Article 5.0 Designation of Officials.

5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.

5.2 Contractor Designee, Chief Michael Tupper, is designated to approve in writing, on behalf of the Contractor, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Sergeant Casee Veren, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.

9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 405d of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.

9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and

b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.

9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.

a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.

b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.

c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

d. *Purchases and dispositions.* Contractors shall receive prior written approval for all in-car camera purchases and any equipment purchases over $5,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Contractor must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.

1) Equipment with a useful life of more than one year and an acquisition cost of $5,000 or more shall be subject to the following requirements:
    i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
    ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
2) Equipment with a useful life of more than one year and an acquisition cost of less than $5,000 shall be subject to the following requirements:
    i. Dispositions shall be reported to GTSB.
    ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.

e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.

f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
1) Title shall remain vested in the Federal Government;
2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Nondiscrimination - The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*) and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.;* PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), that prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects; (j) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), which broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not; (k) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing (and 49 CFR parts 37 and 38); (l) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; (m) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency that guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100); (n) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (o) the requirements of any other nondiscrimination statute(s) which may apply.

9.7 Buy America Act. The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.

9.9 Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

9.10 Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 10.0 Conditions of Payment.

10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed $3,000.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

10.2 Claim for Reimbursement. All payments to the Contractor will be subject to the DPS/GTSB's receipt of a Claim and documentation. If claiming equipment, an Equipment Accountability Report must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. A Claim will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.

10.3 Receipt of Federal Funds.

a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.

b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.

c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.

10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives $750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.616 applies to Impaired Driving Countermeasures Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.

11.2 The Contractor will absorb all costs not contained in this contract.

11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.

11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.

11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.

11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.

11.7 Staffing plan:

a. Officers to conduct 66 hours of directed overtime enforcement for pedestrian safety enforcement projects.

11.8 Contract activities:

a. Conduct 66 hours of overtime of planned high visibility traffic enforcement with a maximum effort focused on driver speed and move over violations at locations identified as high-risk pedestrian areas. High visibility traffic education/enforcement to include safety for pedestrians focused on traffic rules, visibility, drug/alcohol impairment, and electronic device use at same locations identified above.

b. Conduct at least two media contacts (radio, television, newspaper) and six social media public information activities aimed at improving driver and pedestrian safety behaviors.

11.9 Key dates:

a. Within fifteen days after the completion of each designated enforcement event, provide a report to the DPS/GTSB as specified in Article 4.5.

a. By August 10, 2021, submit claim for expenses incurred through June 30, 2021.

b. By November 1, 2021, submit an annual report as specified in Article 4.2.

c. By November 15, 2021, submit final claim for reimbursement.

11.10 Objective/performance measures:

a. At least 66 hours of overtime enforcement conducted to execute pedestrian enforcement projects and all overtime and agency traffic enforcement contacts reported showing a sustained effort.

b. At least two media contacts (radio, television, newspaper) and six social media public information activities conducted and reported. A copy of each public information will be provided with the activity report.

Article 12.0 Project Budget.

	Highway Safety Funds
Personal Services	
Directed overtime enforcement for pedestrian enforcement projects	$ 3,000.00
TOTAL	$ 3,000.00

2020-284

RESOLUTION TO ACCEPT IOWA DOT GRANT AWARD FOR AIRPORT ROTATING BEACON AND OTHER IMPROVEMENTS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE AMOUNT OF $120,000.00

WHEREAS, there is herewith submitted to this Council for acceptance of the Iowa Department of Transportation funding for the Airport Rotating Beacon and other improvements for the Marshalltown Municipal Airport; and

WHEREAS, the Council has examined same and consents to the filing of same.

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

Section 1. That the Mayor is hereby authorized and directed to accept the Iowa DOT funding for Airport Rotating Beacon and Other Improvements for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

IOWA DOT

SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

Aviation Bureau
800 Lincoln Way I Ames, Iowa 50010
Phone: 515-239-1691

September 16, 2020

Marshalltown Municipal Airport
Justin Nickel
24 North Center St,. P.O.Box 757
Marshalltown, IA 50157

Dear Justin:

Congratulations! The FY 2021 State Airport Development Program project you requested was approved for funding by the Iowa Transportation Commission on August 17, 2020. The Iowa DOT grant award is for **80%** of eligible costs up to a maximum state share of **$120000** for the following project: **Rotating Beacon and Other Site Improvements**.

Attached is an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). The sponsor should review, sign, and email a signed copy to me. Hard copies are not required this year. Once received, we will sign and return one fully executed contract to the sponsor. You are authorized to begin your project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place. **You have 90 days to sign the grant and return it to the Iowa DOT for our signature.** The 12-month requirement to have the project under contract remains in place. Any contracts not returned within the 90-day window may be cancelled.

Please review the agreement noting your required responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If you will be requesting reimbursement for engineering services, you will need to provide me with a copy of the agreement. The Iowa DOT recommends that your engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than $50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

The project must be under obligation within 12 months. Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement. Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid. Reimbursement will be in whole dollars, rounding down; however, the final reimbursement request may include any ‘lost cents’ up to the maximum grant amount. Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.

A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Office of Aviation Web site at http://www.iowadot.gov/aviation/managersandsponsors/forms.html.

If you have any questions regarding this information, please call me at 515-239-1048. Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

Enclosures
cc: Stuart Anderson - Planning, Programming and Modal Division Director

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2021
Airport Improvement Program

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Marshalltown**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Marshalltown Municipal Airport** hereafter the "Airport."

Improvements shall consist of: **Rotating Beacon and Other Site Improvements**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I210MIW100**
Contract number: **22652**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **80%** of the eligible project costs, not to exceed the maximum amount payable of **$120000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf)

- Competitive bid procedures for all projects greater than $139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between $77,000 and $139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between $57,000 and $139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.

2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.

2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.

2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.

2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.

2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.

2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.

2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

(a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.

(b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than $50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.

(c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.

(d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

(e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.

(f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.

(g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.

(h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.

(i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

(j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.

5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.

5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.

5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this __________ day of _____________________, _________, on behalf of the SPONSOR.

By: ________________________________ Attested: __________________________

Title: ________________________________ Title: __________________________

Signed this ______ day of ______________, ________, on behalf of the Iowa Department of Transportation.

By: ____________________________________

Stuart Anderson
Director
Planning, Programming and Modal Division

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

March 2019

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
200 East Grand Avenue
Des Moines, IA 50309
Phone: (515-348-6159)
Website: https://iowaeconomicdevelopment.com/tsb

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

> It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

1. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

(1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

2. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:
(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
(2) Date ofthe contract.
(3) Whether or not a TSB bid/quotation was received.
(4) Whether or not the TSB's bid/quotation was used.
(5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

A. Contractors <u>NOT</u> Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

3. POSITIVE EFFORT DOCUMENTATION WHEN <u>NO</u> GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Form 730007WP 7-97

Contractor ______________________________ Page#_________________

Project# ______________________________

County ______________________________

City ______________________________

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_________________.
List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: https://www.iowa.gov/tsb/index.php/home.

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

   a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

      http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

   b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

   a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

   b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION

For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: ______________________ Project Number: ________________________

County: ______________________ Agreement Number: ____________________

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

   If no, explain ____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) ____________________

   If no, explain ____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

   If no, explain____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

   If yes, what was the goal or percentage? ______________________________________

   If no, explain why not: ____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

   If no, what action was taken by Recipient? ____

   Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? $______________
   What was the final project cost? $______________
   What was the dollar amount performed by TSB firms? $______________

   Name(s) and address(es) of the TSB firm(s)____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain ____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

____
Title

_____________________________________ _____________________________________
Signature

2020-285

RESOLUTION TO APPROVE NON-FEDERAL REIMBURSABLE AGREEMENT #AJW-FN-CSA-20-CE-OOXXXX FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

WHEREAS, there is herewith submitted to this Council an agreement offer #AJW-FN-CSA-20-CE-00XXXX for Assistance for the Marshalltown Municipal Airport; and

WHEREAS, the Council has examined said offer and approves of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the Agreement #AJW-FN-CSA-20-CE-00XXXX for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____

Joel T.S. Greer, Mayor

ATTEST:

____

Alicia Hunter, City Clerk

Agreement Number
AJW-FN-CSA-20-CE-00XXXX

NON-FEDERAL LIMITED DESIGN AND IMPLEMENTATION REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF MARSHALLTOWN
MARSHALLTOWN MUNICIPAL AIRPORT
MARSHALLTOWN, IOWA

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the City of Marshalltown (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

WHEREAS, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Marshalltown**.**

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and implementation services to support the Sponsor's project identified below. The scope of this Agreement is limited to technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover additional work beyond the scope of this Limited Agreement. Therefore, this Agreement is titled:

Limited Design and Implementation Reimbursable Agreement for the ASOS ACU Relocation at Marshalltown Municipal Airport, Marshalltown, IA

This Agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [ ]No. If Yes, the grant date is: [MM/DD/YYYY] and the grant number is: [Grant Number]. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area, Planning and Requirements Group, NAS Planning & Integration will provide administrative oversight of this Agreement. Brad Urey is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4029 or via email at Brad.Urey@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Terminal Surveillance Weather Support Team will perform the scope of work included in this Agreement. Tuyen Kieu is the Team Lead and liaison with the Sponsor and can be reached at 202-267-9435 or via email at Tuyen.Kieu@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at Brad.Logan@faa.gov.

B. Sponsor:

City Of Marshalltown, Iowa
Marshalltown Municipal Aiport
Steve Valbracht, Airport Manager
2651 170th St.

Marshalltown, IA 50158
641-752-0012
stevevalbracht@gmail.com

ARTICLE 5. Reserved

ARTICLE 6. Reserved

ARTICLE 7. Estimated Costs

The fully-loaded estimated FAA cost associated with this Agreement is:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
No Labor Costs	$ -0-
	$ -0-
	$ -0-
	$ -0-
Labor Subtotal	$ **-0-**
Labor Overhead	$ **-0-**
Total Labor	$ **-0-**
Non-Labor	
Travel WB4050	$ 5,000.00
Materials	$ 2,500.00
	$ -0-
	$ -0-
Non-Labor Subtotal	$ **7,500.00**
Non-Labor Overhead	$ **600.00**
Total Non-Labor	$ **8,100.00**
TOTAL ESTIMATED COST	**$ 8,100.00**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than 36 months beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612
Washington D.C. 20591
Phone 202-267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Marshalltown, IA
Attn: Justin Nickel, Public Works Director
36 North Center St.
Marshalltown, IA 50158
(641) 754-5734
jnickel@marshalltown-ia.gov

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Reserved

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF MARSHALLTOWN**	
SIGNATURE	________________	SIGNATURE	________________
NAME	________________	NAME	________________
TITLE	Contracting Officer	TITLE	________________
DATE	________________	DATE	________________

2020-286

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO THE AGREEMENT WITH BOLTON AND MENK FOR PROFESSIONAL SERVICES FOR THE EDGEWOOD EXTENSION FOR $471,300

WHEREAS, the City of Marshalltown has an existing agreement with Bolton and Menk for professional services including preliminary platting and surveying for the Edgewood Extension project approved on August 12, 2019, with Resolution 2019-204; and

WHEREAS, the City of Marshalltown approved Supplemental Agreement No. 1 on Resolution 2020-005 on January 13, 2020, for the survey, project design and bidding aspects of the Edgewood Extension project; and

WHEREAS, the City of Marshalltown requires additional design and stormwater modeling in order for the City Council to be able to order construction; and

WHEREAS, the City of Marshalltown will also require construction-related services, including administration and observation, for the project; and

WHEREAS, Bolton and Menk has provided a second supplement to the initial agreement to complete the additional services required to get the Edgewood Extension out to bid and fully constructed; and

WHEREAS, the City of Marshalltown had included all engineering-related services as part of the local contribution for the project in the EDA and RISE grant applications, with funding coming from the Capital Project designated portion of Local Option Sales Tax;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached supplement to the agreement for professional services with Bolton and Menk is hereby approved and the Mayor is directed to execute the agreement.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN
SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
EDGEWOOD EXTENSION
A13.119531

WHEREAS, on August 12, 2019, the City of Marshalltown, Iowa, hereinafter referred to as the "City", and

Bolton & Menk, Inc., 1519 Baltimore Dr, Ames, IA 50014, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (hereinafter "Agreement"), in connection with the Edgewood Extension project.; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 2 for professional services with the Consultant for the regional storm water study, storm water design and construction services

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, is amended as follows:

TASK 5 – DESIGN

Paragraph A, is replaced with the following:

> Based upon approved preliminary plat, field exam, and public informational meeting, the Consultant subsequently proceed with final design, contract drawings, specifications and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements ***including wetland investigation, full site grading and storm water management design based on the storm water report***.

Add Subtask 5.6

Subtask 5.6 Wetland Investigation

Description: The national wetland mapper does not show an existing wetland located on the property but based on aerial imagery and site visits it appear the area may contain wetlands.

Bolton & Menk will perform levels 1 and 2 Wetland Delineation: As required by Corps guidelines, a review of historical imagery will be conducted prior to completing any fieldwork. Data collected as part of the analysis of wetland signatures will determine possible locations of wetlands to focus the field delineation. The collected data will be presented in the delineation report as GIS based figures.

We will visit the site to delineate all aquatic resource boundaries within the designated study area. The delineation will include performing transects and sampling in the vicinity of those wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and preparing a written report of our findings.

Based on the finding of the wetland investigation and the potential impact, future permitting may be required and would be additional scope and fee. This task covers the wetland delineation and report. It does not cover any permits, mitigation efforts for effected wetlands or USACE submittals.

Add Subtask 5.7

Subtask 5.6 Acquisition Plat for Alliant Energy Land

Description: Bolton & Menk will complete an acquisition survey of the proposed property including the following items.

- Establish the boundary of the property based on the legal description provided by the client.
- Survey markers will be found and verified or placed on the exterior boundary of the site
- File Government Section Corner Certificates on all the required corners with the County Recorder
- Survey map will detail the evaluated evidence and results of the survey; survey map will also display any other potential encroachments to/from the property that were physically observed
- Establish existing right-of-way limits based on the field monumentation, observed prescriptive easement limits, and title reports provided by the County.
- Development of an acquisition plat for purchasing land from Alliant energy needed for the project.

Deliverables

- Certified boundary survey drawing will be submitted in an electronic (Civil3D2019file) and hard copy format.
- Acquisition Plat filed with the County

TASK 7 – STORM WATER PLANNING, ANALYSIS AND DESIGN

Bolton & Menk will perform a regional storm water analysis study for the area East of Highway 14, North of Swayze St and West of N. 10th Ave. The study will review the original report completed by GBA in 2008 and include modeling the area including the proposed industrial improvements associated with the Edgewood extension. The study will confirm the storage volume recommendation from the GBA report and determine how much storage is able to be obtained as part of this project and how much future storage is required Riverview park. The analysis and design will also provide storm water storage for the proposed industrial area meeting the City of Marshalltown storm water requirements for development. The task will include the following items.

Subtask 7.1: Project Management

This task includes monthly status updates to the Client and general management of the scope, schedule, and budget throughout the duration of the project. Additionally, a kick-off meeting will be facilitated with the Client to accomplish the following:

- Review and confirm scope, schedule, and nature of the proposed project
- Review any special issues regarding the project
- Conduct a field review of project area by project team members

Subtask 7.2: Watershed Modeling & Analysis

This task includes collecting data and determining input parameters to analyze the existing watershed. A one-dimensional hydrologic and hydraulic model will be created to represent the baseline existing conditions. This model will be used as a basis to quantify improvements from proposed alternatives.

Subtask 7.3: Industrial Park Storm Water Management

This task includes the preliminary design and hydraulic modeling necessary to determine the storm water detention volume required to service the proposed industrial park.

Subtask 7.4: Pump Station Evaluation & Storage Needs

This task includes the preliminary design and hydraulic modeling necessary to determine the storm water detention volume required to adequately service the existing pump station at Riverview Park. The results will either confirm or revise the findings of a 2005 study completed by GBA, Inc. The hydrologic and hydraulic modeling will be based on current rainfall estimates and design standards.

Subtask 7.5: Reporting & Documentation

This task includes preparing a brief report to document the analysis methods, results, and recommendations of the storm water planning, analysis, and design.

Items provided by the Client:

(1) Pertinent hydrologic and hydraulic data describing the existing storm water system, as available; (2) construction plans, as-built plans, GIS data, and/or other related documents describing the existing condition of the storm water conveyance and flood protection system; and (3) permission to access site.

Deliverables: (1) Report documenting analysis methods, results, and recommendations; (2) exhibit of the Industrial Park storm water management alternatives & recommendations; and (3) exhibit of the Pump Station storage needs.

Not included in Scope: The preparation of permit applications; Floodplain Development, Section 404, Section 408, etc. No permits are anticipated as part of the project at this time.

TASK 8: CONSTRUCTION SERVICES

The Consultant will consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The Consultant will provide the following Construction Services in regard to the Project:

Subtask 8.1 Pre-construction Meeting

The Consultant will conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Subtask 8.2 Shop Drawings

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Subtask 8.3 Construction Administration

The Project Manager will perform the following construction administrative responsibilities:

- With the assistance of City staff and City attorney, prepare contracts for execution by the City and the Contractor.
- Provide supervision and support to Resident Project Representative (RPR) and perform regular on-site reviews.
- Convene and preside over weekly construction progress meetings and prepare minutes.
- Provide weekly updates to City staff.
- Prepare and disperse weekly construction newsletters for adjacent properties.

Subtask 8.4 Change Orders and Pay Estimates

The Consultant will issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The Consultant will prepare and sign Pay Estimates every month for processing by the City.

Subtask 8.5 Construction Observation

This task includes that the Resident Project Representative (RPR) will be on-site during the various stages of construction in order to observe and review the quality of work. See attached Exhibit I-1 for RPR's role. The Consultant will determine the amounts owing to the Contractor and recommend, in writing, payments to the

Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be as follows:

Seven (7) months in year 2020 and three (3) months in year 2021. One (1) full-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 2,300 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 2,300 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort

Subtask 8.6 Final Inspections and Project Close-Out
The Consultant will conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.

COMPENSATION

The additional compensation to be added as part of this amendment shall be as follows.

- Task 5, Design – $47,200
- Task 7, Storm Water Planning, Analysis and Design – $65,100
- Task 8, Construction Services – $359,000

Total additional fee for engineer and hydraulic modeling - **$471,300**

BE IT FURTHER AGREED, that all other terms and conditions of the original August 12, 2019 Agreement shall remain in full effect except as modified by this Supplemental Agreement No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of this ___ day of _______________, 20___.

CITY OF MARSHALLTOWN, IOWA

____

BOLTON & MENK, INC.

Matthew D. Ferrier

____
Matt Ferrier, PE
Principal in Charge

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
    a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

   a. Record date of receipt of Shop Drawings and samples.

   b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.

   c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

   a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

   a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

   c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

   a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

   b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.

   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.

   d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually

installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

    a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.

    b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

    c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative=s responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.

2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

7. Authorize CLIENT to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

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

MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: October 6, 2020
RE: Supplement #2 Edgewood Extension

Policy Issue: Council must authorize contracts above $44,999

Recommendation: To approve the resolution as proposed

Background: The City has approved two prior agreements with Bolton and Menk for the Edgewood Extension project for the preliminary platting, survey, design and more. With the approval of the EDA grant for the Edgewood Extension, we are now ready to complete the design and get this to the construction phase.

The construction phase is the most expensive aspect of the work remaining. I am recommending keeping this as part of the supplement as all funding sources are in place for this project to be completed. We had estimated more than $700,000 for the total engineering, including construction oversight, and this supplemental will put the total for all three at $616,700, or less City contribution than originally budgeted.

Budget Impact: All engineering costs for the project are a local cost and were budgeted to come from the Capital Project- Local Option Sales Tax

Attachment: Project Budget from EDA Grant Application

Edgewood Extension & Storm Water Improvemetns

City of Marshalltown

BOLTON & MENK
Real People. Real Solutions.

Non-EDA Eligible Costs

5/18/2020

Item No.	Description	Unit	Unit Price	Non EDA Eligible Quantities	Total Cost
1	CLEARING AND GRUBBING	LS	$ 30,000.00	0	$ -
2	TOPSOIL, ON-SITE	CY	$ 8.00	0	$ -
3	EXCAVATION, CLASS 10	CY	$ 6.00	0	$ -
4	SUBGRADE PREPARATION	SY	$ 3.00	0	$ -
5	SUBGRADE TREATMENT, GEOTEXTILE	SY	$ 4.00	0	$ -
6	SUBBASE, MODIFIED SUBBASE, 6 INCH	SY	$ 9.00	0	$ -
7	EXPLORATORY EXCAVATION	HR	$ 500.00	0	$ -
8	COMPACTION TESTING	LS	$ 6,000.00	0	$ -
9	TRENCH FOUNDATION	TON	$ 25.00	0	$ -
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	$ 35.00	0	$ -
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8 INCH	LF	$ 85.00	0	$ -
12	SANITARY SEWER SERVICE STUB	EA	$ 2,000.00	8	$ 16,000.00
13	STORM SEWER, TRENCHED, 15 INCH	LF	$ 45.00	0	$ -
14	STORM SEWER, TRENCHED, 18 INCH	LF	$ 55.00	0	$ -
15	STORM SEWER, TRENCHED, 24 INCH	LF	$ 75.00	0	$ -
16	STORM SEWER ABANDONMENT, FILL AND PLUG	LF	$ 5.00	0	$ -
17	PIPE CULVERT, TRENCHED	LF	$ 1,000.00	0	$ -
18	PIPE APRON	EA	$ 2,500.00	0	$ -
19	SUBDRAIN	LF	$ 15.00	0	$ -
20	SUBDRAIN CLEANOUT	EA	$ 750.00	0	$ -
21	SUBDRAIN OUTLETS AND CONNECTIONS	EA	$ 500.00	0	$ -
22	WATER MAIN, TRENCHED	LF	$ 65.00	0	$ -
23	FITTING	LB	$ 8.00	0	$ -
24	WATER SERVICE STUB	EA	$ 1,500.00	8	$ 12,000.00
25	WATER SERVICE CURB STOP AND BOX	EA	$ 600.00	8	$ 4,800.00
26	VALVE	EA	$ 2,200.00	0	$ -
27	FIRE HYDRANT ASSEMBLY	EA	$ 5,000.00	0	$ -
28	SANITARY MANHOLE, SW-301, 48 INCH	EA	$ 2,800.00	0	$ -
29	STORM MANHOLE, SW-401	EA	$ 2,500.00	0	$ -
30	INTAKE, SW-503 (FOXHOLE)	EA	$ 10,000.00	0	$ -
31	INTAKE, SW-505	EA	$ 5,000.00	0	$ -
32	INTAKE, SW-506	EA	$ 6,000.00	0	$ -
33	MANHOLE ADJUSTMENT, MINOR	EA	$ 1,000.00	0	$ -
34	MANHOLE ADJUSTMENT, MAJOR	EA	$ 2,500.00	0	$ -
35	CONNECTION TO EXISTING MANHOLE	EA	$ 1,500.00	0	$ -
36	REMOVE INTAKE	EA	$ 500.00	0	$ -
37	PAVEMENT, PCC	SY	$ 55.00	0	$ -
38	PCC PAVEMENT SAMPLES AND TESTING	LS	$ 2,000.00	0	$ -
39	SIDEWALK, PCC, 5 INCH	SY	$ 45.00	0	$ -
40	DETECTABLE WARNING	SF	$ 25.00	0	$ -
41	DRIVEWAY, PAVED	SY	$ 50.00	100	$ 5,000.00
42	PAVEMENT REMOVAL	SY	$ 11.00	0	$ -
43	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	$ 50.00	0	$ -
44	PAINTED SYMBOLS AND LEGENDS	EA	$ 250.00	0	$ -
45	TEMPORARY TRAFFIC CONTROL	LS	$ 5,000.00	0	$ -
46	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	$ 2,000.00	0	$ -
47	SWPPP PREPARATION	LS	$ 1,500.00	0	$ -
48	SWPPP MANAGEMENT	LS	$ 5,000.00	0	$ -
49	RIP RAP	TON	$ 45.00	0	$ -
50	SILT FENCE OR SILT FENCE DITCH CHECK	LF	$ 2.00	0	$ -
51	STABILIZED CONSTRUCTION ENTRANCE	TON	$ 12.00	0	$ -
52	EROSION CONTROL MULCHING, CONVENTIONAL	AC	$ 1,000.00	0	$ -
53	INLET PROTECTION DEVICE	EA	$ 100.00	0	$ -
54	MOBILIZATION	LS	$ 594,500.00	0.08	$ 47,560.00
55	CONCRETE WASHOUT	LS	$ 1,000.00	0	$ -
56	MOVING POWER POLES	LS	$ 325,000.00	1	$ 325,000.00
57	CONSTRUCTION STAKING	LS	$ 76,400.00	0	$ 6,112.00

Subtotal Construction	**$**	**416,472.00**
Construction Contingencies	$	20,824.00
Opinion of estimated Construction Cost	**$**	**437,296.00**
Preliminary Plat & Survey	$	49,300.00
Geotechnical Testing	$	7,200.00
Archeological Investigation	$	55,000.00
Design, Plans and Specifications	$	221,500.00
Construction Contract Administration	$	85,000.00
Resident Project Representative - Full Time	$	340,000.00
Subtotal Engineering	**$**	**758,000.00**
Grant Administration	**$**	**-**
Land Acquisition (Permanent)	**$**	**15,000.00**
TOTAL OPINION OF IMPROVEMENT COST	**$**	**1,210,296.00**

2020-287

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE S 1ST STREET PARKING LOT STORMWATER IMPROVEMENTS PROJECT # PLT19001 AN INCREASE OF $2,677.00

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., for the labor and material for the S 1st Street Parking Lot Stormwater Improvements Project #PLT19001; and

WHEREAS, an increase is requested for items to complete the project.

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

Section 1. That the contract Change Order #1 for the S. 1st Street Parking Lot Stormwater Improvements Project, in the increased amount of $2,677.00 is hereby accepted and approved.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

CHANGE ORDER NO. 1

Owner:	City of Marshalltown	Owner's Project No.:	PLT19001
Engineer:	FOX Engineering	Engineer's Project No.:	7061-18A
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	S 1st Street Parking Lot Stormwater Improvements		
Contract Name:	S 1st Street Parking Lot Stormwater Improvements		
Date Issued:	9/17/2020	Effective Date of Change Order:	9/28/20

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to modify the project substantial completion date and final completion date. The substantial completion date will be modified from 11/13/20 to 7/1/21. The final completion date will be modified from 12/18/20 to 8/6/21. This request is due to existing power and gas utilities that still need to be relocated in the parking lot area before construction of the parking lot can be completed.

This change order shall also incorporate the storm sewer modifications specified in Work Change Directive No. 1. The storm sewer modification were implemented to take advantage of the bid prices to produce a plan that will reduce maintenance in the landscaping areas.

Attachments: *Work Change Directive No. 1.*

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 961,594.50	Original Contract Times: Substantial Completion: 11/13/20 Ready for final payment: 12/18/20
Increase from previously approved Change Orders: $ 0	**Increase** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 961,594.50	Contract Times prior to this Change Order: Substantial Completion: 11/13/20 Ready for final payment: 12/18/20
Increase this Change Order: $ 2,677	**Increase** this Change Order: Substantial Completion: 7/1/21 Ready for final payment: 8/6/21
Contract Price incorporating this Change Order: $ 964,271.50	Contract Times with all approved Change Orders: Substantial Completion: 7/1/21 Ready for final payment: 8/6/21

	Recommended by Engineer (if required)	Accepted by Contractor
By:	[signature]	[signature]
Title:	Project Manager	Vice President
Date:	09/25/2020	9/25/20
	Authorized by Owner	**Approved by Funding Agency (if applicable)**
By:		
Title:		
Date:		

WORK CHANGE DIRECTIVE NO. 1

Owner:	City of Marshalltown, Iowa	Owner's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	7061-18A
Contractor:	Con-Struct	Contractor's Project No.:	
Project:	S. 1st Street Parking Lot Stormwater Improvements		
Contract Name:	S. 1st Street Parking Lot Stormwater Improvements		
Date Issued:	8/25/20	Effective Date of Work Change Directive:	8/25/20

Contractor is directed to proceed promptly with the following change(s):

Description:

This work change directive is to revise the storm sewer layout in the parking lot area as shown on the attached plan sheets. Work includes omitting two storm manholes, four observation wells, and a portion of pavers in the islands. This work will add one SW-502 intake, and three SW-501 intakes. Additional mulch will be placed where the island pavers were located. Light poles will also be installed further apart than the original plan showed in the island area.

Attachments:

Twelve half size (11x17) plan sheets: G3.10, C2.1, C4.1, C4.3, C4.5, C4.7, C4.8, C4.9, C4.10, C5.1, E1.1, and E1.2

Purpose for the Work Change Directive:

The purpose of this directive is to provide a cleaner looking finished project and to remove structures from the islands. This change will eliminate curb cuts and increase the amount of mulched area on site.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

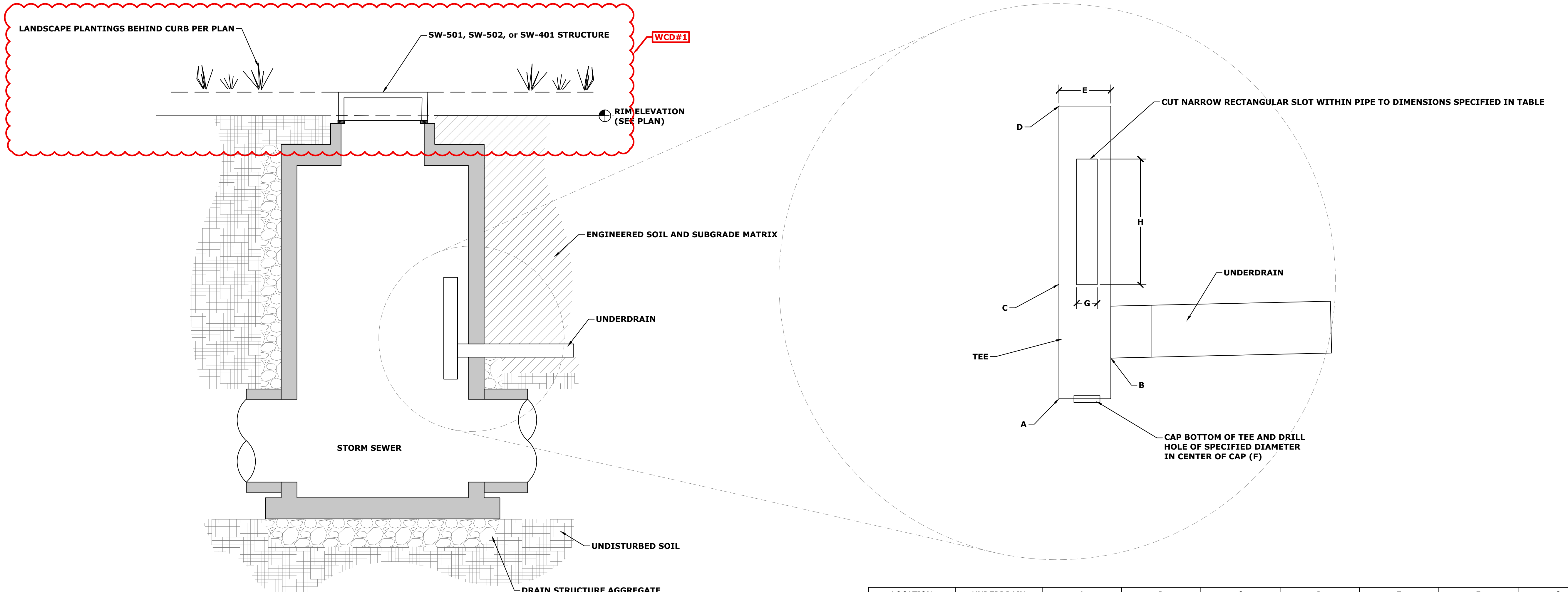
Contract Price: $2,677 increase

Contract Time: 0 Day increase

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

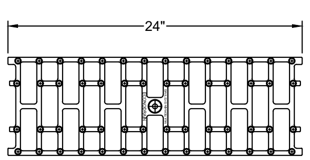
	Recommended by Engineer	Authorized by Owner
By:	[signature]	[signature]
Title:	Project Manager	Public Works Director
Date:	08/25/2020	8/25/2020



WCD#1

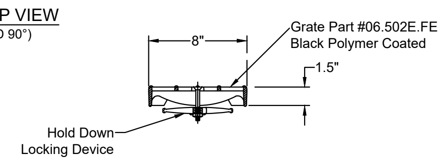
LOCATION	UNDERDRAIN	A	B	C	D	E	F	G	H
ST-06	UD-01	924.76	925.26	925.76	926.26	6-IN	1-IN	1-IN	4-IN
ST-104	UD-02	928.51	929.01	929.51	930.01	6-IN	1-IN	1-IN	4-IN
ST-103	UD-03	927.64	928.14	928.64	929.14	6-IN	1-IN	1-IN	4-IN
ST-102	UD-04	929.11	929.61	930.11	930.61	6-IN	1-IN	1-IN	4-IN
ST-101	UD-05	926.31	926.81	927.31	927.81	6-IN	1-IN	1-IN	4-IN
ST-06	UD-06	924.76	925.26	925.76	926.26	6-IN	1-IN	1-IN	4-IN

1 DRAINAGE STRUCTURE DETAIL
SCALE: N.T.S.

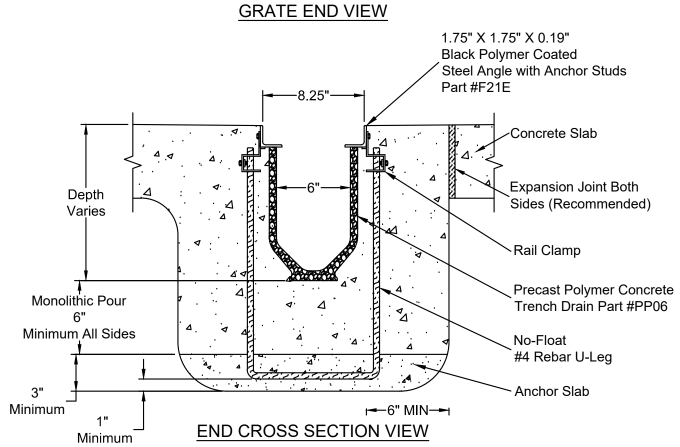


Plan Notes
Series Number: PP06-06.502E.FE-F21E
1. Grates:
   - Ductile Iron per ASTM A536-84 Grade 80-55-06 (Polymer Coated)
   - Open Area: 0.6 FT² per Lineal Foot [019 M² per Lineal Meter]
   - Load Rating: 620 PSI (AASHTO M-306 Test Method)
2. Concrete: Concrete Thickness and Reinforcement per Structural Engineer's Specification for the Application.

GRATE TOP VIEW
(ROTATED 90°)



GRATE END VIEW



END CROSS SECTION VIEW

2 TRENCH DRAIN DETAIL
SCALE: N.T.S.

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LAYOUT NAME
G3.10
LAYER MNGR NAME
PLOT STYLE TABLE
FoxGrayScale.ctb

DATE	BY		
08/20	SPS	DESIGNED:	
08/20	BDB / JMF	DRAWN:	
		CHECKED:	

LAST UPDATE: 04/24/20

REVISION
DATE

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

FOX engineering

TYPICAL DETAILS
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO.
7061-18A

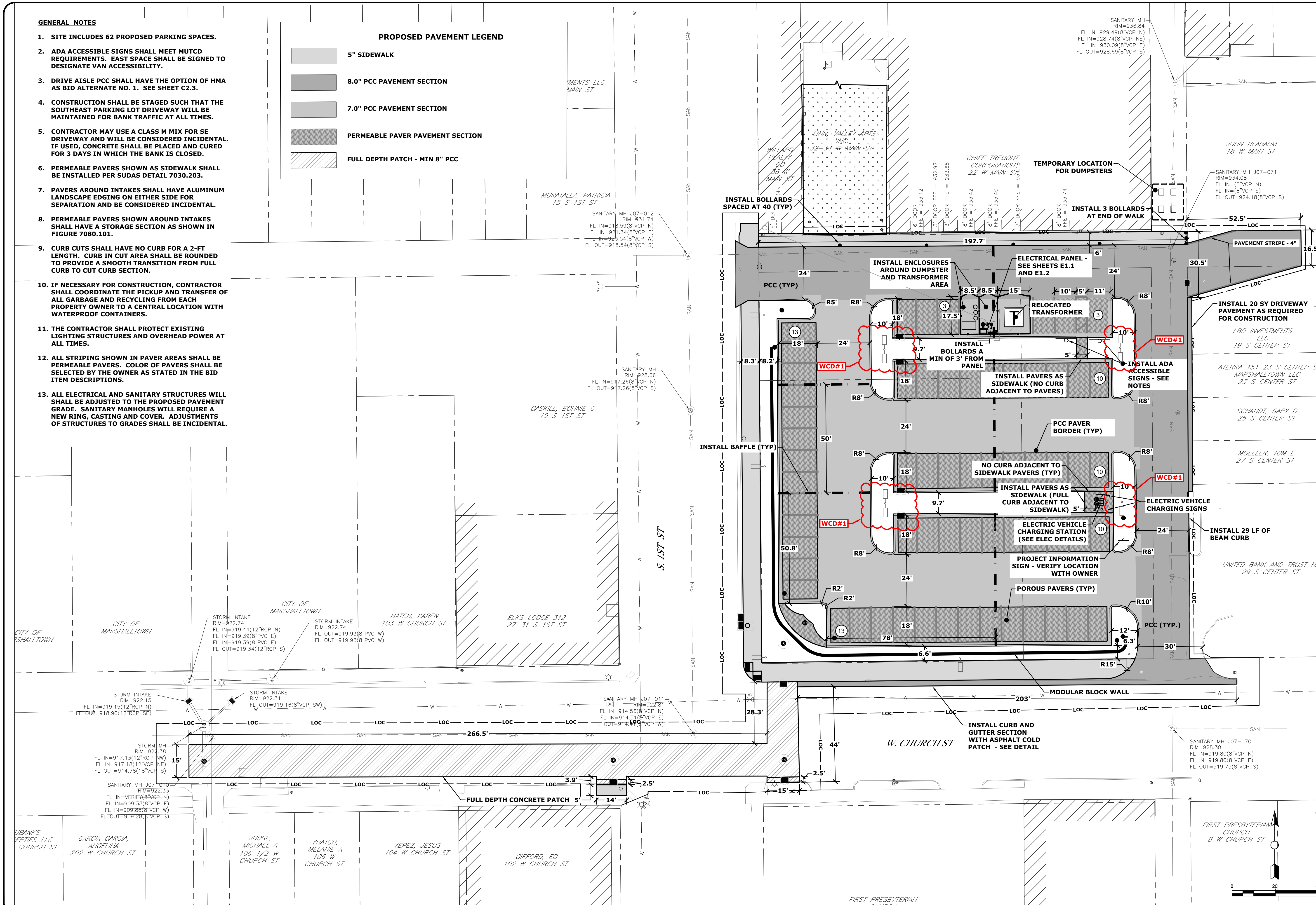
SHEET
G3.10

GENERAL NOTES

1. SITE INCLUDES 62 PROPOSED PARKING SPACES.
2. ADA ACCESSIBLE SIGNS SHALL MEET MUTCD REQUIREMENTS. EAST SPACE SHALL BE SIGNED TO DESIGNATE VAN ACCESSIBILITY.
3. DRIVE AISLE PCC SHALL HAVE THE OPTION OF HMA AS BID ALTERNATE NO. 1. SEE SHEET C2.3.
4. CONSTRUCTION SHALL BE STAGED SUCH THAT THE SOUTHEAST PARKING LOT DRIVEWAY WILL BE MAINTAINED FOR BANK TRAFFIC AT ALL TIMES.
5. CONTRACTOR MAY USE A CLASS M MIX FOR SE DRIVEWAY AND WILL BE CONSIDERED INCIDENTAL. IF USED, CONCRETE SHALL BE PLACED AND CURED FOR 3 DAYS IN WHICH THE BANK IS CLOSED.
6. PERMEABLE PAVERS SHOWN AS SIDEWALK SHALL BE INSTALLED PER SUDAS DETAIL 7030.203.
7. PAVERS AROUND INTAKES SHALL HAVE ALUMINUM LANDSCAPE EDGING ON EITHER SIDE FOR SEPARATION AND BE CONSIDERED INCIDENTAL.
8. PERMEABLE PAVERS SHOWN AROUND INTAKES SHALL HAVE A STORAGE SECTION AS SHOWN IN FIGURE 7080.101.
9. CURB CUTS SHALL HAVE NO CURB FOR A 2-FT LENGTH. CURB IN CUT AREA SHALL BE ROUNDED TO PROVIDE A SMOOTH TRANSITION FROM FULL CURB TO CUT CURB SECTION.
10. IF NECESSARY FOR CONSTRUCTION, CONTRACTOR SHALL COORDINATE THE PICKUP AND TRANSFER OF ALL GARBAGE AND RECYCLING FROM EACH PROPERTY OWNER TO A CENTRAL LOCATION WITH WATERPROOF CONTAINERS.
11. THE CONTRACTOR SHALL PROTECT EXISTING LIGHTING STRUCTURES AND OVERHEAD POWER AT ALL TIMES.
12. ALL STRIPING SHOWN IN PAVER AREAS SHALL BE PERMEABLE PAVERS. COLOR OF PAVERS SHALL BE SELECTED BY THE OWNER AS STATED IN THE BID ITEM DESCRIPTIONS.
13. ALL ELECTRICAL AND SANITARY STRUCTURES WILL SHALL BE ADJUSTED TO THE PROPOSED PAVEMENT GRADE. SANITARY MANHOLES WILL REQUIRE A NEW RING, CASTING AND COVER. ADJUSTMENTS OF STRUCTURES TO GRADES SHALL BE INCIDENTAL.

PROPOSED PAVEMENT LEGEND

- 5" SIDEWALK
- 8.0" PCC PAVEMENT SECTION
- 7.0" PCC PAVEMENT SECTION
- PERMEABLE PAVER PAVEMENT SECTION
- FULL DEPTH PATCH - MIN 8" PCC



BY	DATE
DESIGNED: SPS/JMF	08/20
DRAWN: JMF	08/20
CHECKED:	

LAST UPDATE: 08/14/20

DATE	REVISION
08/14/20	WCD#1

FOX Engineering Associates, Inc.
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Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

SITE LAYOUT & DIMENSION PLAN
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO. 7061-18A

SHEET C2.1

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LAYER MNGR NAME
LAYOUT NAME C2.1
PLOT STYLE TABLE FoxGrayScale.ctb

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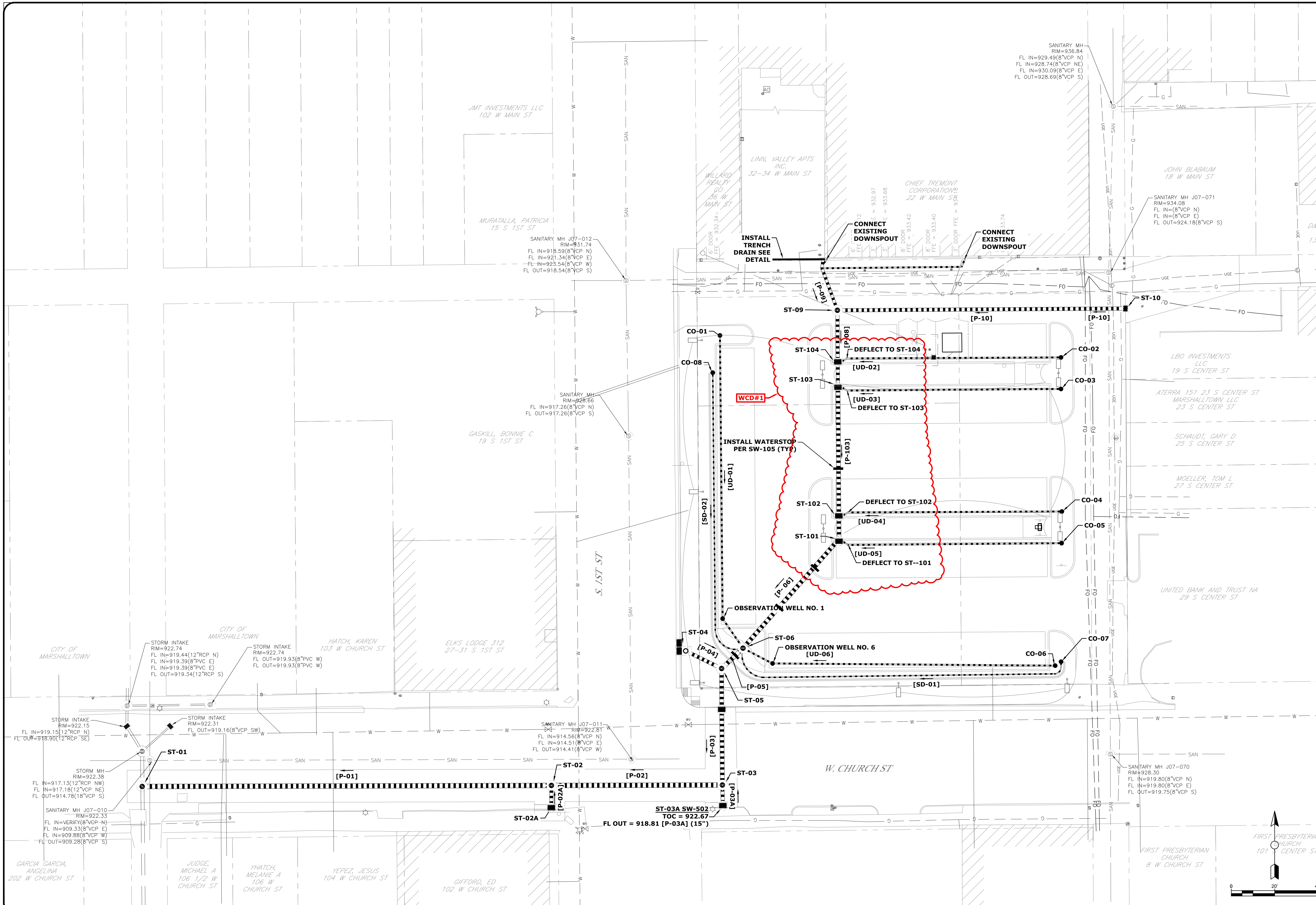

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08/14/20	WCD#1	DESIGNED: SPS/JMF	08/20
		DRAWN: JMF	08/20
		CHECKED:	

LAST UPDATE: 08/14/20

FOX engineering
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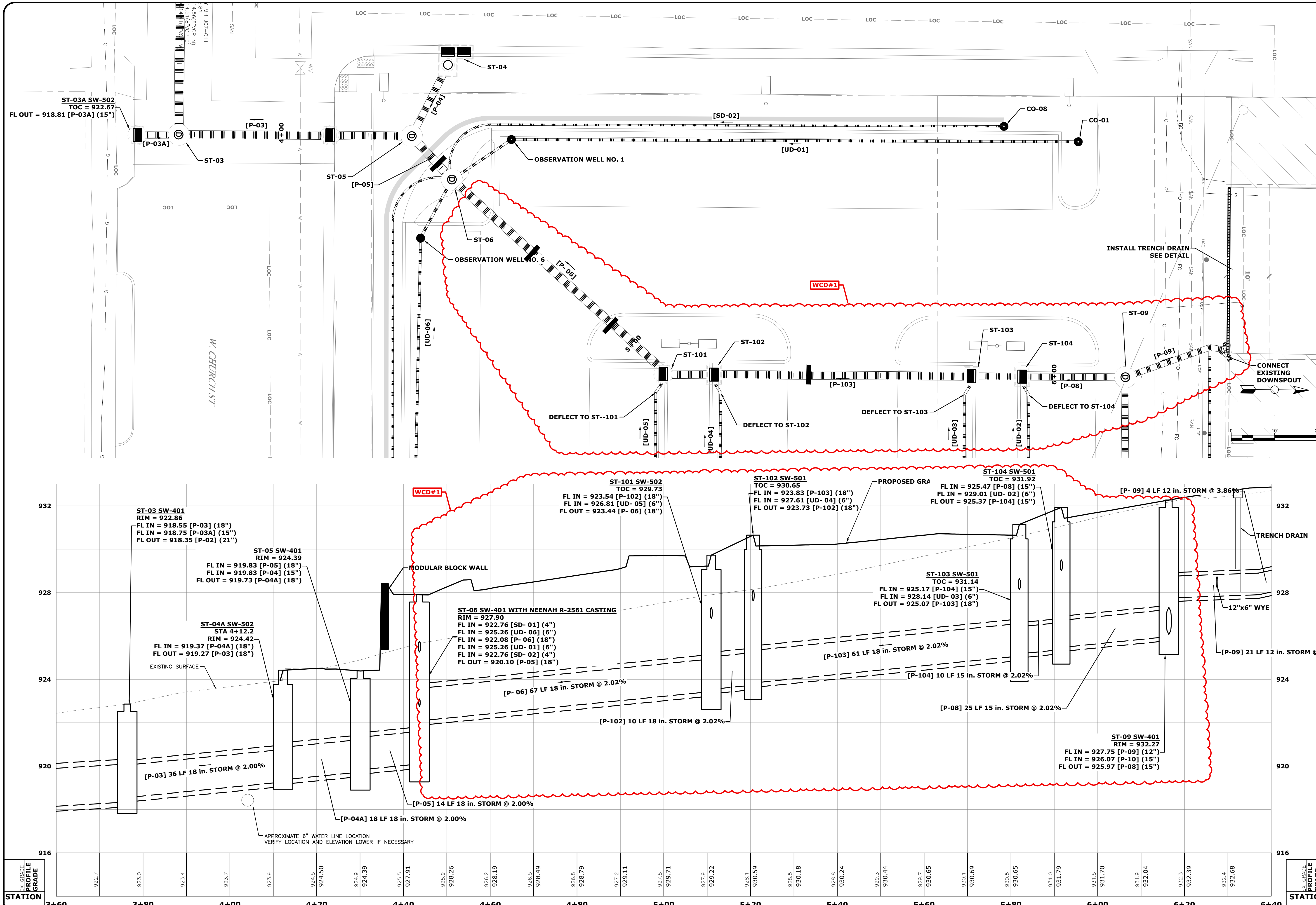
UTILITY PLAN

S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO. 7061-18A

SHEET C4.1



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LAYOUT NAME C4.3
LAYER MNGR NAME
PLOT STYLE TABLE FoxGrayScale.ctb

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LAST UPDATE: 08/14/20

FOX Engineering Associates, Inc.
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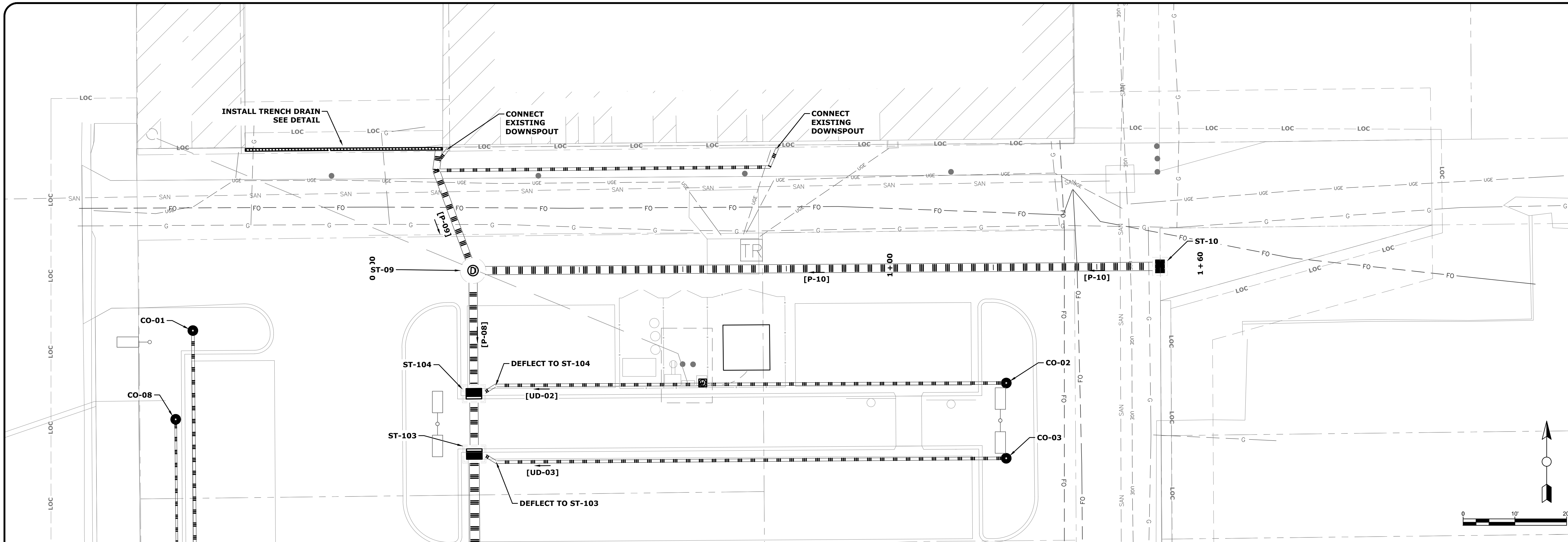
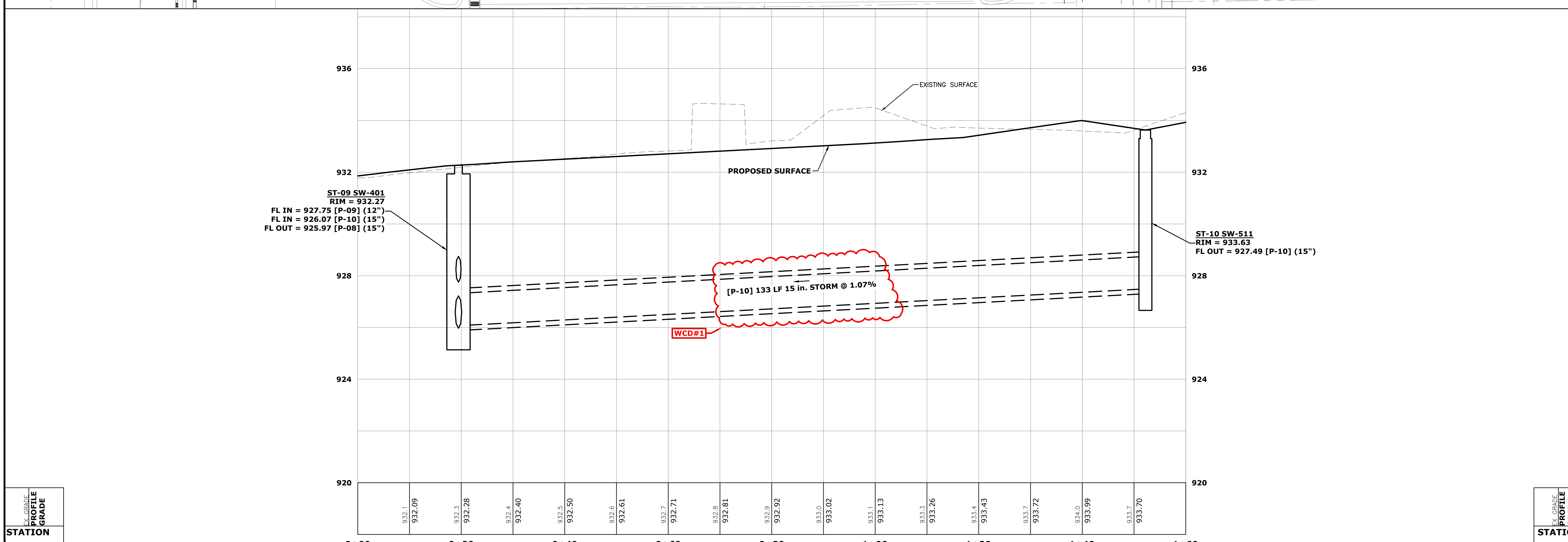
FAX: (515) 233-0103

FOX engineering

STORM SEWER PLAN AND PROFILE
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO. 7061-18A
SHEET C4.3





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08/14/20	WCD#1		
	DESIGNED:	SPS/JMF	08/20
	DRAWN:	JMF	08/20
	CHECKED:		

LAST UPDATE: 08/14/20

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STORM SEWER PLAN AND PROFILE

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S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO.
7061-18A

SHEET
C4.5

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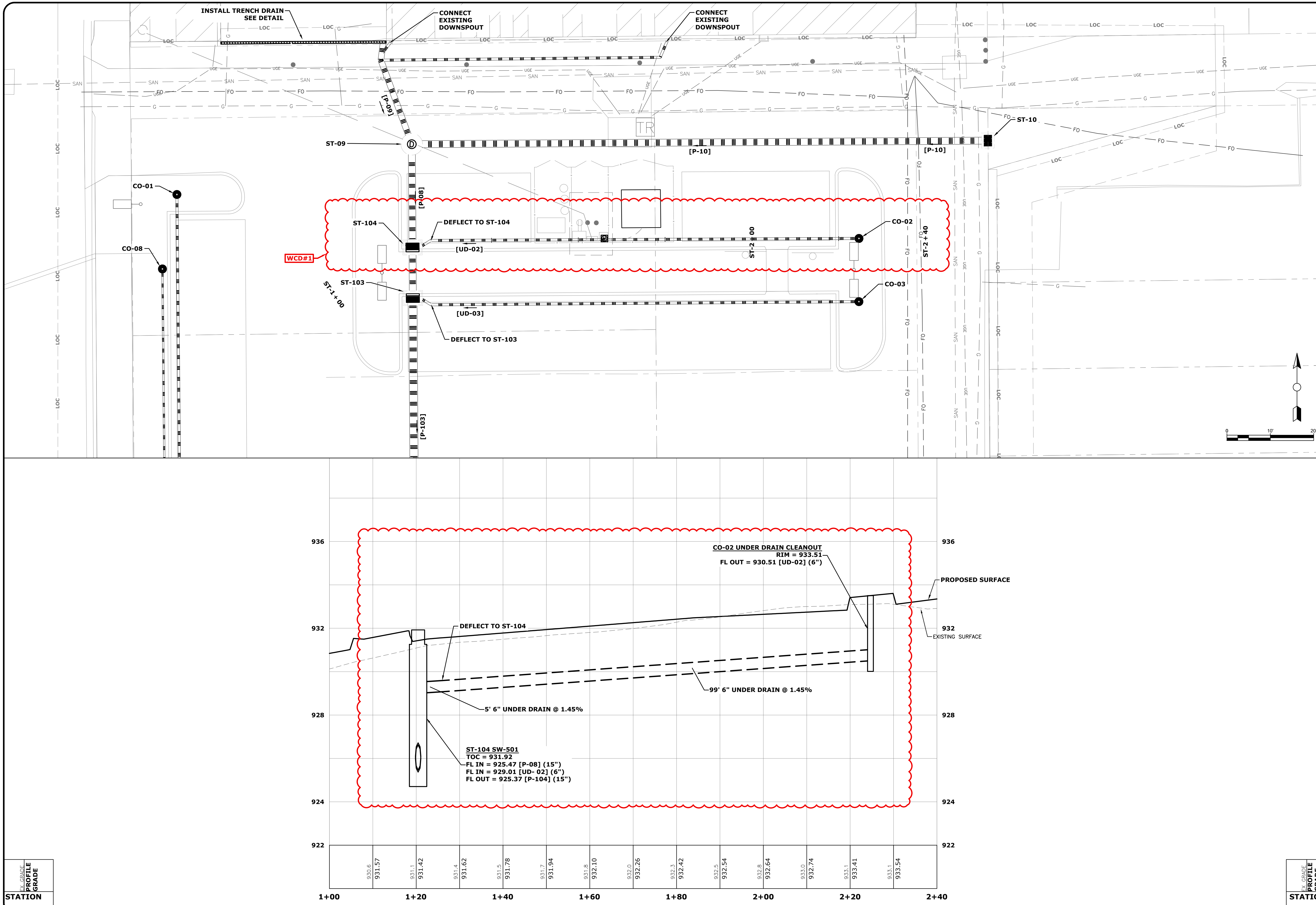

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LAYOUT NAME
C4.7
PLOT STYLE TABLE
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DATE	REVISION		BY	DATE
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		CHECKED:		

LAST UPDATE: 08/14/20

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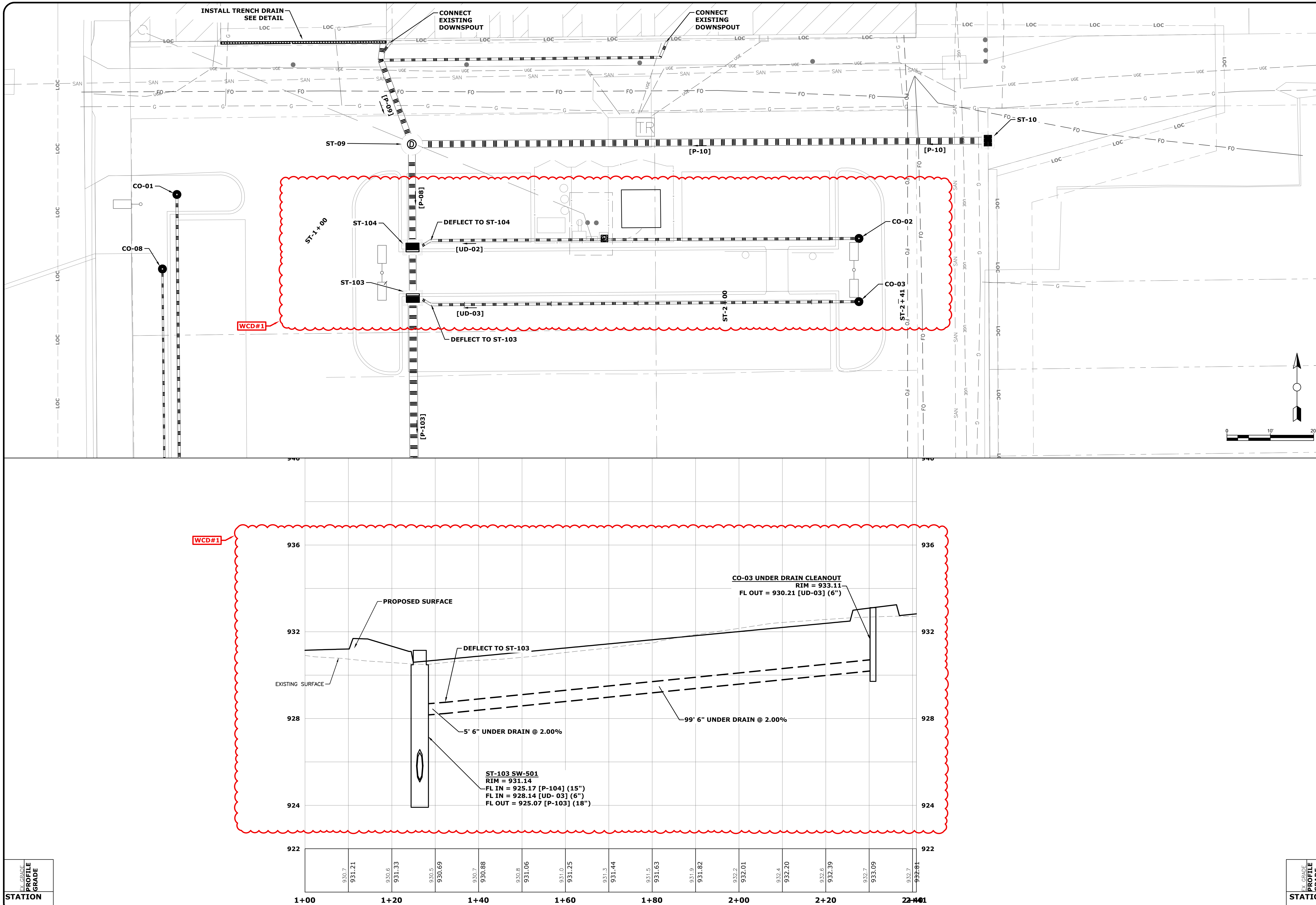
STORM SEWER PLAN AND PROFILE

S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET

MARSHALLTOWN, IOWA

PROJECT NO.
7061-18A

SHEET
C4.7



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08/14/20	WCD#1	

DESIGNED: SPS/JMF 08/20
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LAST UPDATE: 08/14/20

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FOX engineering

STORM SEWER PLAN AND PROFILE

S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO. 7061-18A

SHEET C4.8

DRAWING FILENAME
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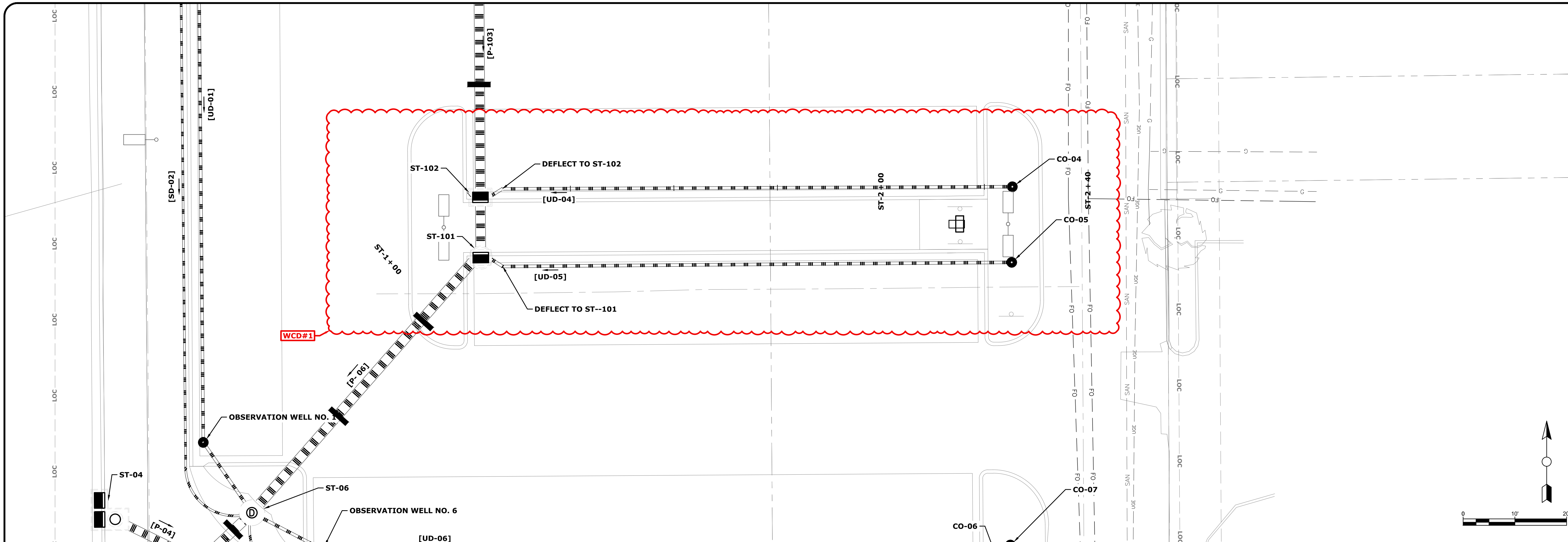
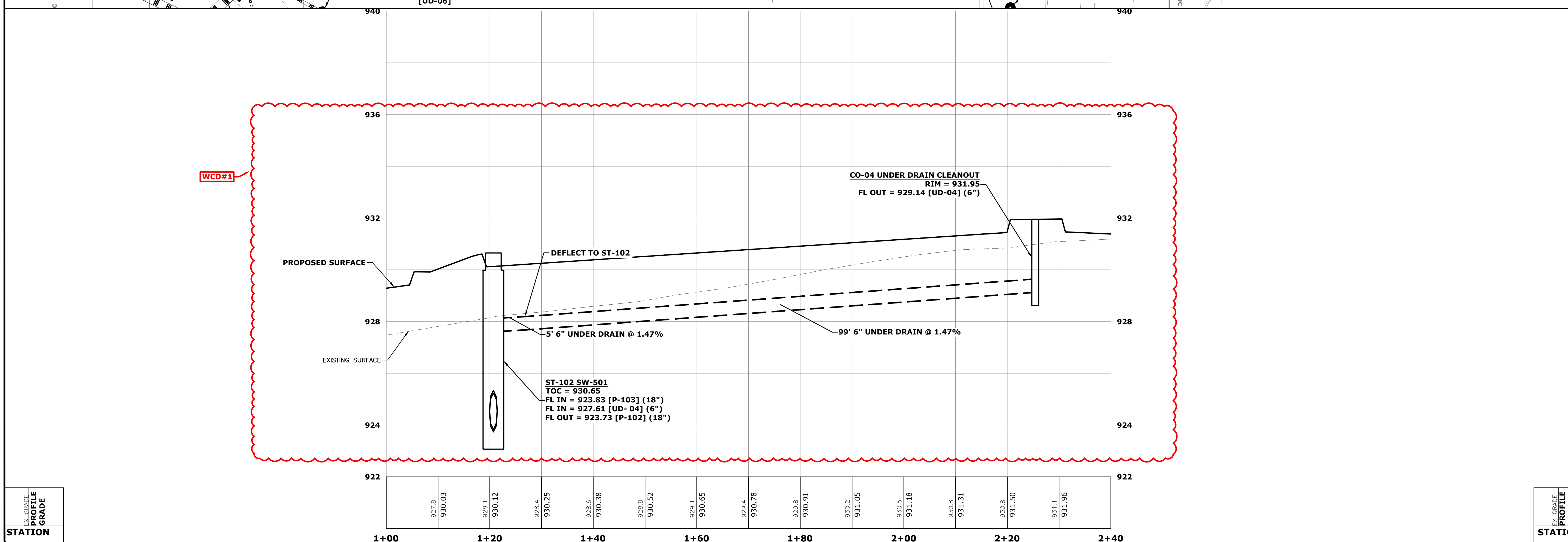
LAYOUT NAME C4.8

LAYER MNGR NAME

PLOT STYLE TABLE FoxGrayScale.ctb





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LAYOUT NAME	LAYER MNGR NAME	PLOT STYLE TABLE
C4.9		FoxGrayScale.ctb

DATE	REVISION	BY	DATE
08/14/20	WCD#1	DESIGNED: SPS/JMF	08/20
		DRAWN: JMF	08/20
		CHECKED:	

LAST UPDATE: 08/14/20

FOX engineering

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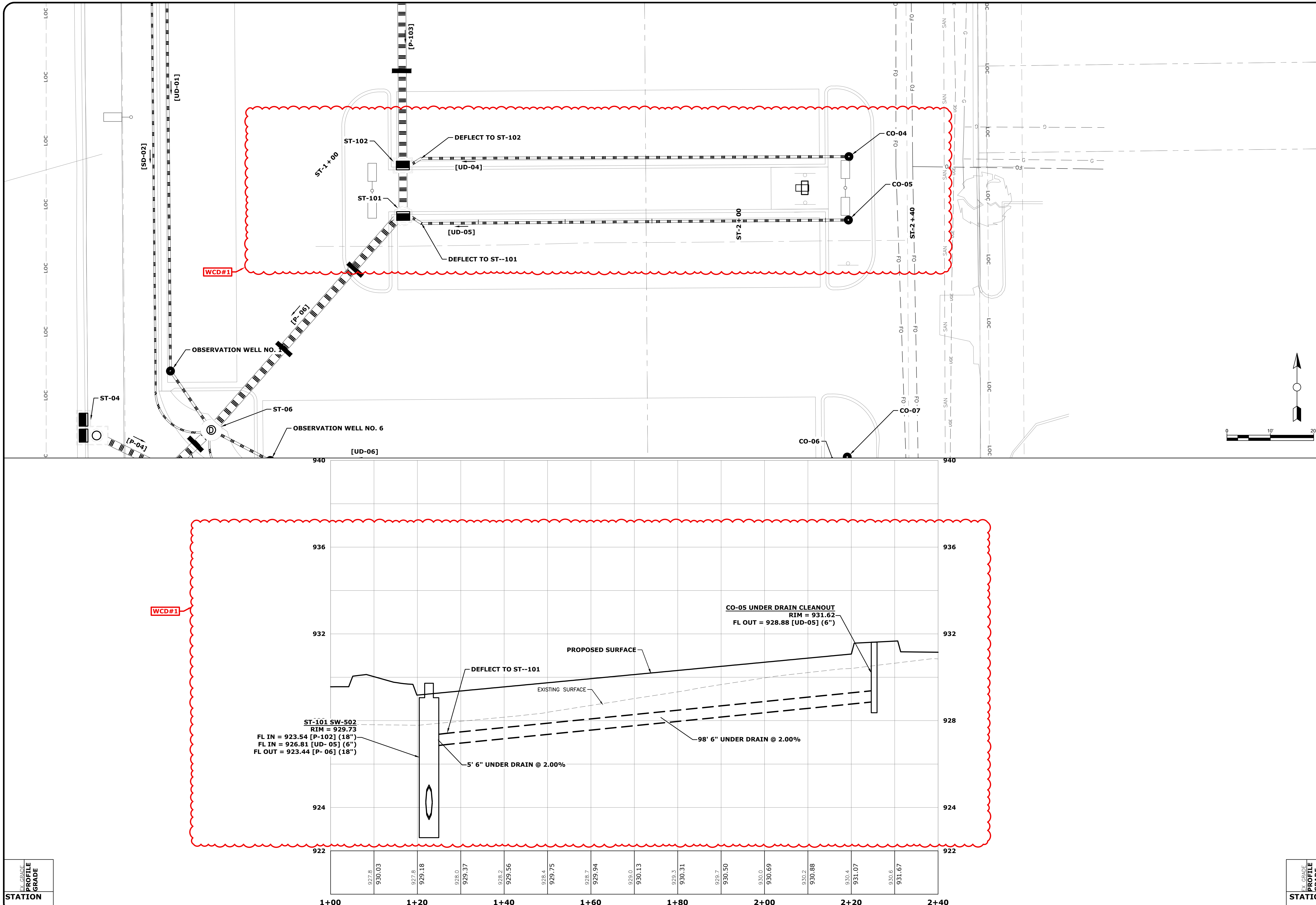
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

STORM SEWER PLAN AND PROFILE
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO.
7061-18A

SHEET
C4.9



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DATE	REVISION	BY	DATE
08/14/20	WCD#1		

	BY	DATE
DESIGNED:	SPS/JMF	08/20
DRAWN:	JMF	08/20
CHECKED:		

LAST UPDATE: 08/14/20

FOX Engineering Associates, Inc.
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Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

FOX engineering

STORM SEWER PLAN AND PROFILE

S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND W. CHURCH STREET
MARSHALLTOWN, IOWA

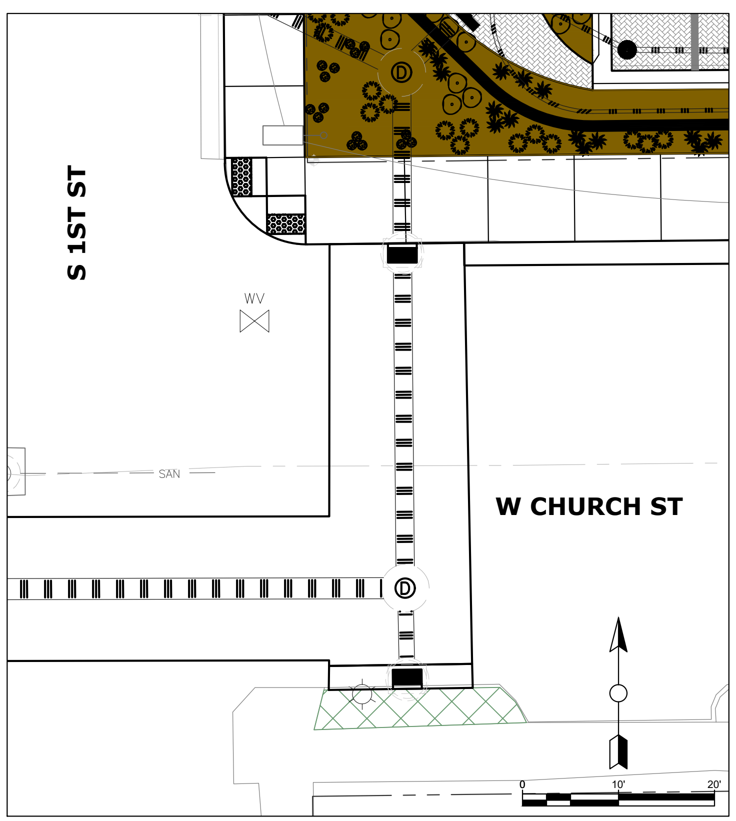
PROJECT NO. 7061-18A

SHEET C4.10

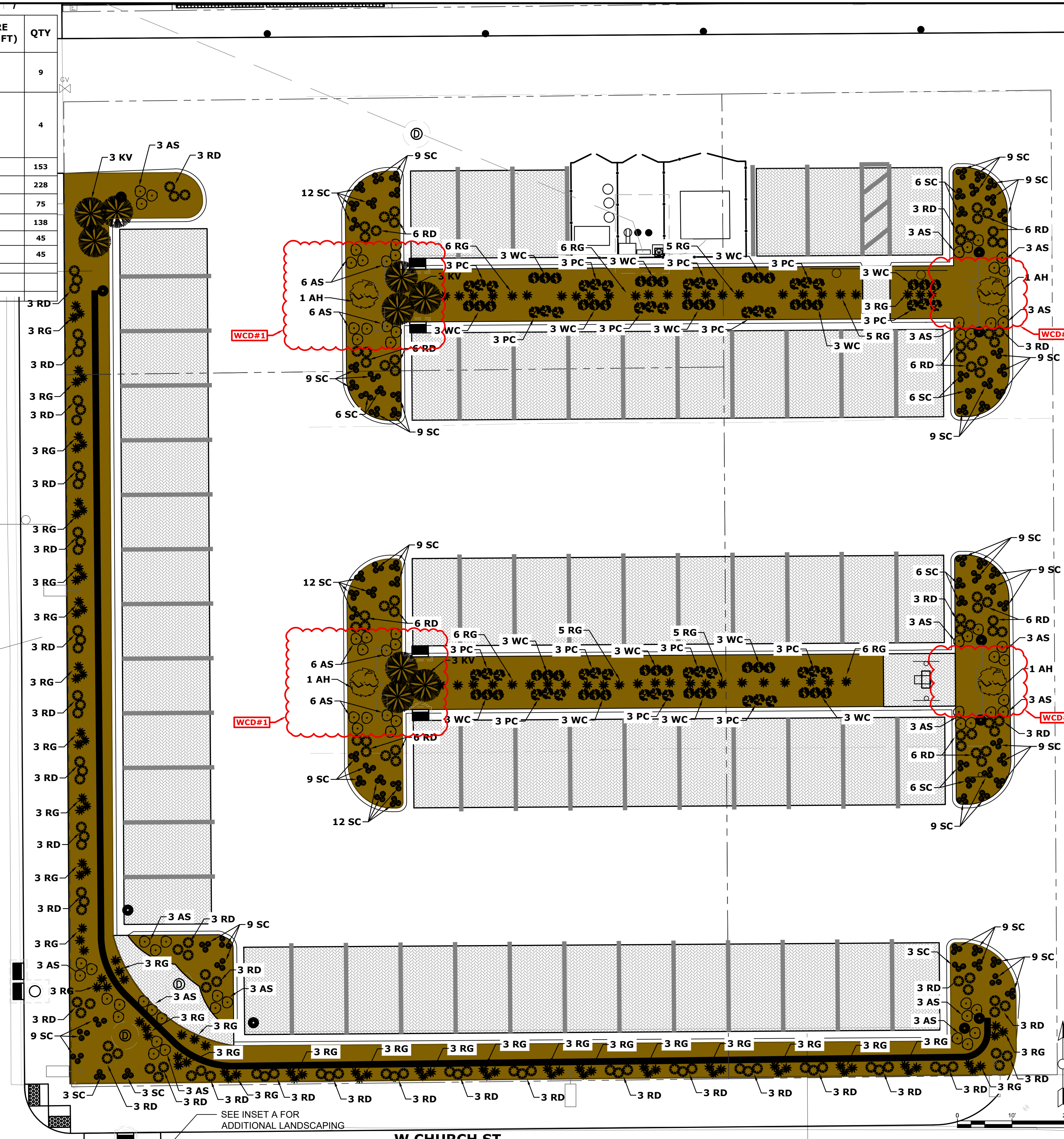
SYMBOL		COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER	MATURE HEIGHT (FT)	MATURE WIDTH (FT)	QTY
	KV	Korean Spice Viburnum	Viburnum carlesii			6	6	9
	AH	American Hornbeam	Carpinus caroliniana	1.5"-2"	#15	20'-35'	20'-35'	4
	RD	Reblooming Daylilly	Hemerocallis 'Indian Giver'			2	2	153
	SC	Sedum 'Brilliant' Stonecrop	Hylotelephium spectabile 'Brilliant'			1	1	228
	AS	Allium 'Summer Beauty'	Allium tanguticum 'Summer Beauty'			2	2	75
	RG	Foerster's Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'			6	2	138
	WC	White Coneflower	Echinacea 'Secret Pride'			3	2	45
	PC	Purple Coneflower	Echinacea purpurea 'Green Eyes'			3	2	45
		Synthetic Mulch						
		Type 1 Urban Seeding						

GENERAL NOTES

1. RUBBERIZED SYNTHETIC MUCH SHALL BE SPREAD TO A DEPTH OF 4-INCHES IN LANDSCAPE AREA SHOWN ON THIS SHEET.



INSET A



DATE	REVISION
7/2/20	ADDENDUM NO. 1 - MODIFIED GENERAL NOTE NO. 1
08/14/20	WCD#1

	BY	DATE
DESIGNED:	SPS/JMF	08/20
DRAWN:	JMF	08/20
CHECKED:		

LAST UPDATE: 08/14/20

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

FOX engineering

LANDSCAPING / RESTORATION PLAN

S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT

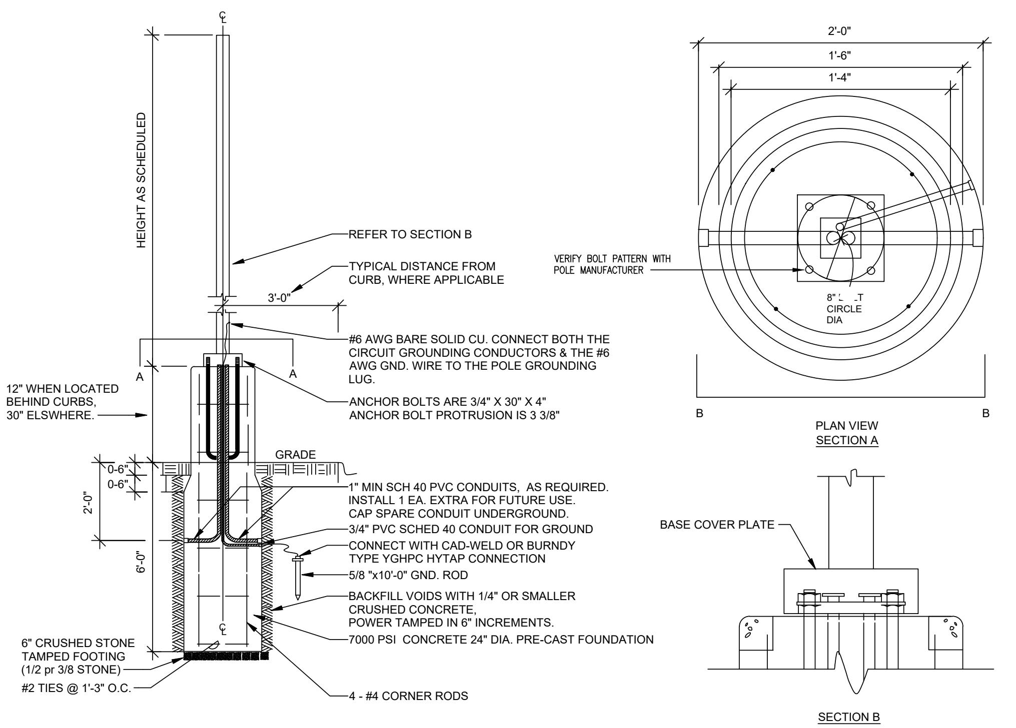
S. 1ST STREET AND W. CHURCH STREET

MARSHALLTOWN, IOWA

PROJECT NO. 7061-18A

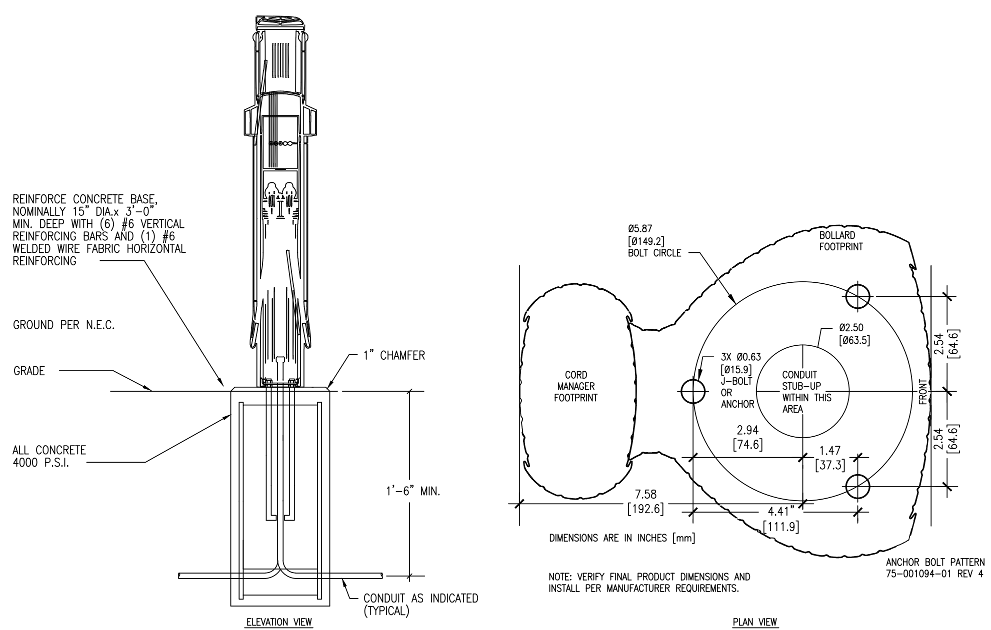
SHEET C5.1

DRAWING FILENAME K:\proj\7000\7061-18A Marshalltown 1st Parking Lot\Drawings\Civil\7061-18A BASE - City PRKG Standards.dwg
LAYOUT NAME C5.1
LAYER MNGR NAME
PLOT STYLE TABLE FoxGrayScale.ctb



1 E1.1 SITE LUMINAIRE POLE BASE DETAIL

SCALE: NOT TO SCALE



2 E1.1 BOLLARD CHARGING STATION CONCRETE BASE DETAIL

SCALE: NOT TO SCALE

ELECTRICAL SYMBOLS

MP1	POLE MOUNTED LIGHT FIXTURE		EXPOSED CONDUIT
T	UTILITY TRANSFORMER.		CONDUIT CONCEALED BELOW GRADE
	UTILITY METER.		LIGHTING AND POWER PANEL - SURFACE MOUNTED
PC	PHOTOCELL	1 / E401	INDICATES DETAIL NUMBER / INDICATES DRAWING NUMBER WHERE DETAIL IS FOUND
W	GFCI DUPLEX RECEPTACLE, WEATHER RESISTANT, WITH IN-USE COVER	AHU / 1	EQUIPMENT IDENTIFICATION / EQUIPMENT NUMBER
	EQUIPMENT CONNECTION		

ELECTRICAL ABBREVIATIONS

A	DEVICE MOUNTED +8" ABOVE COUNTER TOP (VERIFY LOCATION)	NIC	NOT IN CONTRACT
AFF	ABOVE FINISHED FLOOR	NM	NONMETALLIC
ATS	AUTOMATIC TRANSFER SWITCH	NTS	NOT TO SCALE
MTS	MANUAL TRANSFER SWITCH	OC	ON CENTER
C	CONDUIT	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CB	CIRCUIT BREAKER	OFOI	OWNER FURNISHED, OWNER INSTALLED
CT	CURRENT TRANSFORMER	R	EXISTING ITEM TO BE REMOVED
DISC	EQUIPMENT DISCONNECT	RR	EXISTING ITEM TO BE REMOVED AND RELOCATED
E	EXISTING ITEM TO REMAIN	SIP	STRUCTURAL INSULATED PANEL
EC	ELECTRICAL CONTRACTOR	SCCR	SHORT CIRCUIT CURRENT RATING
EM	EMERGENCY LIGHT FIXTURE	T	TAMPER PROOF DEVICE
ER	NEW LOCATION OF EXISTING ITEM	TCC	TEMPERATURE CONTROL CONTRACTOR
F	ROUGH IN FOR FUTURE DEVICE	TV	TELEVISION
FAAP	FIRE ALARM ANNUNCIATOR PANEL	TYP	TYPICAL
FACP	FIRE ALARM CONTROL PANEL	UPS	UNINTERRUPTIBLE POWER SUPPLY
FSD	FIRE SMOKE DAMPER	V	VOLTS
G	GROUND FAULT CIRCUIT INTERRUPTER	VA	VOLT-AMPERES
GND	GROUND	WG	WIREGUARD COVER
KVA	KILO-VOLT-AMPERES	W	WEATHERPROOF DEVICE
KW	KILOWATTS	WR	WEATHER RESISTANT DEVICE
MC	MECHANICAL CONTRACTOR	+24"	INDICATES MOUNTING HEIGHT CENTERLINE OF DEVICE TO FINISHED FLOOR
MCB	MAIN CIRCUIT BREAKER		
MDP	MAIN DISTRIBUTION PANEL		
MLO	MAIN LUGS ONLY		
N	NEW DEVICE IN EXISTING LOCATION		

CODES NOTES

1. THE ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES.
2. THE CURRENT ADOPTED EDITION OF THE ELECTRICAL CODE SHALL BE THE STANDARD FOR THE ELECTRICAL INSTALLATION. VERIFY WITH LOCAL OFFICIALS WHEN PERMITS ARE OBTAINED. NOTIFY DESIGN TEAM OF ANY DESCREPANCIES BETWEEN THE PROJECT MANUAL OR DRAWINGS AND THE GOVERNING CODE.

INSTALLATION NOTES

1. CONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS PRIOR TO BID.
2. 120V-1 PHASE CIRCUITS EXCEEDING 100 FEET TO CENTER OF LOAD SHALL HAVE CONDUCTORS INCREASED TO ACCOUNT FOR VOLTAGE DROP.
3. RACEWAYS AND BOXES ARE SHOWN DIAGRAMMATICALLY ONLY AND INDICATE THE GENERAL AND APPROXIMATE LOCATION. THE LAYOUT DOES NOT NECESSARILY SHOW THE TOTAL NUMBER OF RACEWAYS OR BOXES FOR THE CIRCUITS REQUIRED, NOR ARE THE LOCATIONS OF INDICATED RUNS INTENDED TO SHOW THE ACTUAL ROUTING OF THE RACEWAYS.
4. ALL LIGHT FIXTURES, SWITCHES, DEVICES, ETC. ARE SHOWN IN PREFERRED LOCATION. E.C. RESPONSIBLE FOR MODIFYING CONDUIT, HANGERS, CIRCUITING, ETC. TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM.
5. BALANCE THE LOAD ON PANELS AS EVENLY AS POSSIBLE DURING INSTALLATION. CIRCUIT NUMBERING SHOWN ON PLANS MAY BE ADJUSTED.
6. PROVIDE FINAL TYPED PANEL DIRECTORY AT PROJECT COMPLETION FOR NEW PANELBOARDS.
7. UNLESS INDICATED OTHERWISE, ALL WIRING SHALL BE THWN COPPER, SOLID FOR SIZES #10 AWG AND SMALLER, STRANDED FOR #8 AWG AND LARGER.
8. MINIMUM BRANCH CONDUCTOR SIZE FOR SITE LUMINAIRES: #10 AWG.
9. ALL WIRING TO BE ROUTED IN CONDUIT. EPC-40-PVC BELOW GRADE, TRANSITION SWEEPS AND ABOVE GRADE/EXPOSED GRC IMC. ALL BOXES AND ENCLOSURES NEMA 250, TYPE 3R.
10. INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH ALL FEEDERS AND BRANCH CIRCUITS.
11. POLES SUPPORTING OUTDOOR LIGHTING FIXTURES: INSTALL GROUNDING ELECTRODE AND A SEPARATE INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ADDITION TO GROUNDING CONDUCTOR INSTALLED WITH BRANCH-CIRCUIT CONDUCTORS.

SITE NOTES - ELECTRICAL

1. UTILITIES SHOWN ON ELECTRICAL SITE PLAN ARE SCHEMATIC ONLY. VERIFY ALL SITE CONDITIONS AND DIMENSIONS ON SITE PRIOR TO COMPLETING BID AND ORDERING OF EQUIPMENT.
2. CONTRACTOR SHALL REPAIR ALL AFFECTED SURFACES AND RESTORE TO EXISTING CONDITIONS AT COMPLETION OF PROJECT.
3. WARNING - CALL 48 HOURS BEFORE YOU DIG: - IOWA LAW REQUIRES ANYONE DOING ANY EXCAVATION, FENCING, PLANTING OR DRILLING TO CALL 48 HOURS IN ADVANCE. HAND DIG WITHIN 18 INCHES OF ANY LOCATE MARK OR FLAG. IOWA ONE-CALL 1-800-292-8989.

LUMINAIRE SCHEDULE

TYPE	MANUFACTURER	MODEL NUMBER	DESCRIPTION	LAMP TYPE	FIXTURE LOAD	FIXTURE VOLTS	APPROVED EQUALS
F1	ANTIQUE STREET LAMPS	EML17-RT-63LED-350-4K-GCSG-MVOLT-R2-ANBK	DECORATIVE LED ARM MOUNTED STREET LIGHTING FIXTURE. STAINLESS STEEL HARDWARE. TGIC BLACK POWDER COAT FINISH. CLEAR GLASS SAG LENS. RINGED HOUSING. INTEGRAL UNIVERSAL VOLTAGE 120/ 277V DRIVER. APPROXIMATELY 6,000 LUMENS AT 4,000K CCT, MIN 65 CRI. TYPE 2 OPTICAL DISTRIBUTION. WET LOCATION LISTED.	LED / 4,000K CCT	73W	120/277V	AS APPROVED BY ENGINEER.
F2	ANTIQUE STREET LAMPS	EML17-RT-63LED-350-4K-GCSG-MVOLT-R3-ANBK	SIMILAR TO FIXTURE F1. TYPE 3 OPTICAL DISTRIBUTION.	LED / 4,000K CCT	73W	120/277V	AS APPROVED BY ENGINEER.
P1	ANTIQUE STREET LAMPS	PZ-NY20-23-ANBK EAL4/1-ANBK	DECORATIVE TAPERED STEEL POLE WITH CAST IRON BASE. 23' HEIGHT.TAMPER RESISTANT STAINLESS STEEL HARDWARE. PROVIDE WITH ANTIQUE STREET LAMPS EUROTIQUE EAL SERIES 4" DIAMETER ARM BRACKET "EAL4WB/1" FOR SINGLE FIXTURE MOUNTING.	N/A	N/A	N/A	AS APPROVED BY ENGINEER.
P1A	ANTIQUE STREET LAMPS	PZ-NY20-23-ANBK EAL4/2-ANBK	SIMILAR TO POLE P1. PROVIDE WITH ANTIQUE STREET LAMPS EUROTIQUE EAL SERIES 4" DIAMETER ARM BRACKET "EAL4WB/2" FOR DUAL FIXTURE MOUNTING.	N/A	N/A	N/A	AS APPROVED BY ENGINEER.

GENERAL NOTES:

1. REFER TO ENGINEERING DOCUMENTS FOR MOUNTING LOCATIONS, DETAILS, AND CONFIGURATIONS OF ALL LUMINAIRES. IF ENGINEERING DRAWINGS DO NOT CLARIFY EXACT MOUNTING LOCATION OR DETAIL, CONTRACTOR SHALL ISSUE AN RFI FOR ARCHITECT TO SPECIFICALLY CLARIFY PRIOR TO FIXTURE ROUGH-IN.
2. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS HARDWARE NECESSARY TO INSTALL AND SUPPORT THE LUMINAIRES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND FILLING OUT ALL UTILITY REBATE FORMS FOR OWNER.

ELECTRICAL PANEL SPECIFICATIONS - PANEL PP

LOAD DESCRIPTION	LOAD (VA)	TY	BRKR AMP	BRKR P	CKT NO	PHASE A	PHASE B	CKT NO	BRKR AMP	BRKR P	TY	LOAD (VA)	LOAD DESCRIPTION
LIGHTING	1000	L	20	1	1	4000		2	40	2	O	6000	VEHICLE CHARGING STATION CIRCUIT #1
RECEPTACLE	180	R	20	1	3		3180	4					
SPARE			20	1	5	3000		6	40	2	O	6000	VEHICLE CHARGING STATION CIRCUIT #2
SPARE			20	1	7		3000	8					
SPARE			20	1	9			10	20	1			SPARE
SPARE			20	1	11			12	20	1			SPARE
SPARE			20	1	13			14	20	1			SPARE
SPARE			20	1	15			16	20	1			SPARE
SPARE			20	1	17			18	20	1			SPARE
SPARE			20	1	19			20	20	1			SPARE
SPARE			20	1	21			22	20	1			SPARE
SPARE			20	1	23			24	20	1			SPARE
SPARE			20	1	25			26	20	1			SPARE
SPARE			20	1	27			28	20	1			SPARE
SPARE			20	1	29			30	20	1			SPARE

ENCLOSURE: NEMA 3R					
VOLTS-PHASE-WIRE	120/208V-1PHASE-3W				
BUS RATING	225A			TOTAL LOAD BY PHASE	(KVA)
MAIN BREAKER RATING	200A				
MOUNTED	SURFACE			A PHASE CONNECTED LOAD	7.00
DEMAND LIGHTING	1.00	KVA @ 100%	1.00	B PHASE CONNECTED LOAD	6.18
DEMAND RCPT. 10KVA @ 100%+	0.18	KVA @ 50%	0.18		
DEMAND MOTOR		KVA @ 100%			
DEMAND APPLIANCES		KVA @ 100%			
OTHER	12.00	KVA @ %	12.00	DEMAND LOAD	
SCCR RATING	65,000	A		SUMMARY	TOTAL KVA
TOT. DEMAND (KVA)	13.18				
TOT. DEMAND (AMPS)	63.37			LIGHTING	1.00
				RECEPT.	0.18
TOT. CONNECTED LOAD (KVA)	13.18			MOTOR	
TOT. CONNECTED LOAD (AMPS)	63.37			APPLIANCE	
				OTHER	12.00
TOT. CONNECTED AMPS * 1.25	79.21	AMPS			

PANEL PP

KCL ENGINEERING
300 4th St
West Des Moines, IA 50265
515.724.7938
info@kclengineering.com

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103
FOX engineering

ELECTRICAL PLAN
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND CHURCH STREET
MARSHALLTOWN, IOWA

DESIGNED:	DJB	04/20
DRAWN:	DJB	04/20
CHECKED:		04/20

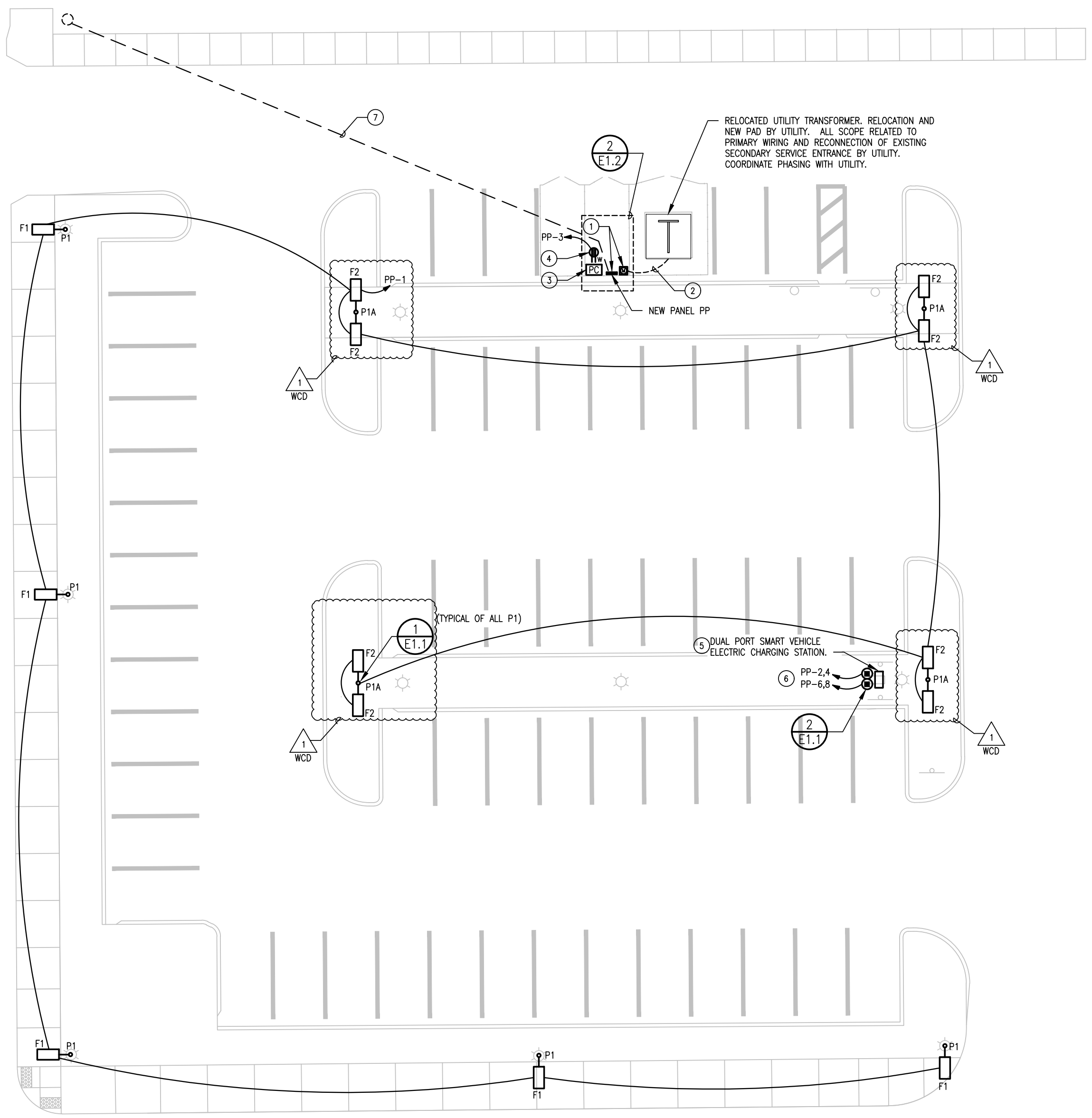
LAST UPDATE: 04/24/20

REVISION: DATE 08/17/20 WCD #1

PROJECT NO. 7061-18A

SHEET E1.1

DRAWING FILENAME: F:\KCL\Projects\2020 - Marshalltown First Street Parking Improvements\Drawings\Marshalltown Parking lot - electrical drawings.dwg
LAYOUT NAME: E1.1
LAYER MNGR NAME
PLOT STYLE TABLE



1 E1.2 PARKING LOT ELECTRICAL PLAN

SCALE: 1/16" = 1'

NORTH

GENERAL NOTE:

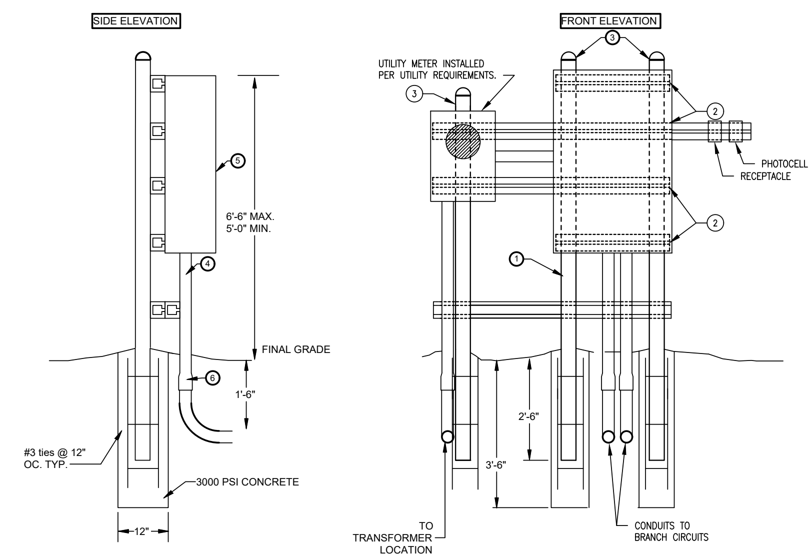
COORDINATE LOCATION/INSTALLATION OF ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED.

UTILITY NOTES:

UTILITY CONTACT: ALLIANT ENERGY
BILL FARRINGTON BILLFARRINGTON@ALLIANTENERGY.COM

KEYED NOTES:

1. NEW 208V/1PH – 200A ELECTRICAL SERVICE. PROVIDE METER SOCKET CONNECTED TO NEMA 3R EXTERIOR RATED SERVICE ENTRANCE PANELBOARD. ALL CONDUIT ABOVE GRADE TO BE RIGID METAL. MOUNT METER AND PANELBOARD FROM STAINLESS STEEL UNI-STRUT STAND SECURED FROM INDEPENDENT CONCRETE BASE SEPARATELY SUPPORTED FROM FENCING. LOCATION SHOWN ONLY GENERALLY. COORDINATE FINAL LOCATION WITH CIVIL PLANS AND ALL OTHER TRADES. PROVIDE NEW GROUND RING AND ESTABLISH SERVICE ENTRANCE GROUND PER NEC. SERVICE ENTRANCE WIRING TO BE MINIMUM #3/0 RATED IN CONDUIT, PROVIDED AND INSTALLED BY CONTRACTOR.
2. PROVIDE CONDUIT FROM METER BACK TO TRANSFOMER PER UTILITY REQUIREMENTS. WIRING INSTALLED BY UTILITY. PROVIDE ALL SCOPE REQUIRED PER UTILITY STANDARDS FOR NEW SINGLE PHASE SERVICE ENTRANCE.
3. MOUNT DUSK/DAWN LINE VOLTAGE PHOTOCELL FROM ENCLOSURE NEXT TO PANELBOARD. ORIENT FOR CORRECT OPERATION. PHOTOCELL TO CONTROL ALL OPERATION OF SITE LIGHTING.
4. MOUNT NEW WEATHERPROOF RECEPTACLE WITH WHILE IN-USE COVER ADJACENT TO PANELBOARD.
5. PROVIDE AND INSTALL FULLY OPERATIONAL LEVEL 2 NETWORKED DUAL PORT PUBLIC USE CHARGING STATION EQUAL TO LEVITON EVR-GREEN 4000 SERIES CPHUS-BPMBX-CPCAPB-CPCBX-CPCMK. FREE STANDING BOLLARD TYPE WITH CONCRETE BASE MOUNTING KIT. NEMA 3R ENCLOSURE. DUAL CHARGING PORTS WITH INTEGRAL CABLE MANAGEMENT. CHARGEPOINT NETWORK SERVICE ENABLED WITH INTEGRAL LTE CELLULAR SIM CARD NETWORK CAPABLE. COLOR LCD DISPLAY AND RFID CARD READER. POWERED THROUGH (2) 208V 40A/2P SINGLE PHASE CIRCUITS. INTEGRAL SURGE SUPPRESSION. FULLY UL LISTED FOR APPLICATION. PROVIDE AS A COMPLETE PACKAGE INCLUDING ALL MANUFACTURER REQUIRED START-UP SERVICES, PROGRAMMING, STANDARD WARRANTY, AND 5 YEAR SERVICE PLAN WITH PURCHASE OF EQUIPMENT, BEGINNING AT SUBSTANTIAL COMPLETION.
6. PROVIDE (2) INDEPENDENT CIRCUITS TO CHARGING STATION. COORDINATE CONDUIT STUB-UP LOCATION TO ENTER DIRECTLY TO BOTTOM OF CHARGING STATION. VERIFY FINAL CIRCUIT BREAKER RATINGS AND WIRING SIZE REQUIRED WITH SELECTED MANUFACTURER OF CHARGING STATION AND ADJUST AS REQUIRED.
7. EXTEND EMPTY 3" CONDUIT BELOW GRADE AND CAP FOR FUTURE CITY LIGHTING CIRCUIT EXTENSION.



GENERAL NOTES
1. ALL MOUNTING HARDWARE AND UNISTRUT TO BE STAINLESS STEEL

KEYNOTES
1. PEDESTAL SUPPORT - 3 INCH (MINIMUM SIZE) STAINLESS STEEL CONDUIT OR 2 INCH (MINIMUM SIZE)UNI-STRUT.
2. METER SOCKET/CONDUIT BRACKETS - WELD OR BOLT UNI-STRUT BRACKETS TO PEDESTAL SUPPORT. LENGTH OF BRACKETS AND VERTICAL SPACING WILL BE DETERMINED BY PANEL AND CONDUIT DIMENSIONS.
3. CAP - PEDESTAL SUPPORT SHALL HAVE EITHER A WELDED OR THREADED CAP OR BE FILLED WITH CONCRETE AND ROUNDED ON TOP.
4. CONDUIT - SIZE PER ONE-LINE DIAGRAM. SECURELY SUPPORT CONDUIT TO PEDESTAL.
5. PANEL.
6. TRANSITION FROM STAINLESS STEEL CONDUIT ABOVE GRADE TO PVC BELOW GRADE

2 E1.2 ELECTRICAL ENCLOSURE MOUNTING DETAIL

SCALE: NOT TO SCALE

DATE	REVISION
08/14/20	WCD#1

	BY	DATE
DESIGNED:	DJB	04/20
DRAWN:	DJB	04/20
CHECKED:		04/20

LAST UPDATE: 04/24/20

KCL ENGINEERING
300 4th St
West Des Moines, IA 50265
515.724.7938
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FOX engineering
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Ames, Iowa 50010
Phone: (515) 233-0000
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ELECTRICAL PLAN
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
S. 1ST STREET AND CHURCH STREET
MARSHALLTOWN, IOWA

PROJECT NO.
7061-18A

SHEET
E1.2

DRAWING FILENAME
F:\KCL\Projects\2020 - Marshalltown First Street Parking Improvements\Drawings\Marshalltown Parking lot - electrical drawings.dwg

LAYOUT NAME	LAYER MNGR NAME	PLOT STYLE TABLE
E1.2		----

2020-288

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE TIMBER CREEK PEDESTRIAN BRIDGE PROJECT # PRK18001 AN INCREASE OF $12,500.00

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Boulder Contracting, LLC, for the labor and material for the Timber Creek Pedestrian Bridge Project #PRK18001; and

WHEREAS, an increase is requested for additional items to complete the project.

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

Section 1. That the contract Change Order #1 for the Timber Creek Pedestrian Bridge Project, in the increased amount of $12,500.00 is hereby accepted and approved.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA
Department of Public Works

Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Dir.
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

October 6, 2020

To: Mayor Joel T.S. Greer
Members of the City Council

From: Jay C. Koch, P.E.
Civil Engineer II

Re: PRK18001 - Timber Creek Pedestrian Bridge – Boulder Contracting, LLC. for additional work to move, haul and set existing pedestrian bridge from Timber Creek to Iowa River Trail Bridge Site #2 located at the intersection of Summit Street and Radio Tower Road.

Policy Issue: City policy requires approval of all Change Orders exceeding $25,000

Recommendation: Staff recommends approval of the Change Order as submitted

Background: The existing Timber Creek Bridge that washed out was set upon the embankment near the bridge site. This bridge is slated to be utilized at Bridge Site #2 along the Iowa River Trail. The site is located at the intersection of Summit Street and Radio Tower Road. The existing bridge needs to be moved to accommodate the construction of the new bridge. Boulder Contracting, LLC has provided a proposal to move the bridge along with other related work. However, the costs to move the bridge are the only costs included in this change order. The costs for this work are $12,500.00.

Budget Impact: The project has sufficient funds for this change order.

Attachment: Change Order #1

cc: Jessica Kinser, City Administrator

CHANGE ORDER NO.: [#]

Owner:	City of Marshalltown	Owner's Project No.:	PRK18001
Engineer:	Public Works Engineering	Engineer's Project No.:	PRK18001
Contractor:	Boulder Contracting, LLC	Contractor's Project No.:	
Project:	Timber Creek Pedestrian Bridge		
Contract Name:	Timber Creek Pedestrian Bridge		
Date Issued:	10/06/2020	Effective Date of Change Order:	10/12/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is for the removal, hauling, and placement of the existing recreational bridge at the Bridge #2 location along the Iowa River Trail. Bridge is located just off Radio Tower Road.

Attachments:

Proposal from Boulder Contracting, LLC with itemized costs. Work performed under Item #5.

Change in Contract Price	**Change in Contract Times** **[State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 349,910.80	Original Contract Times: Substantial Completion: October 1, 2020 Ready for final payment: November 1, 2020
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ 0.00	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ 480,884.00	Contract Times prior to this Change Order: Substantial Completion: October 1, 2020 Ready for final payment: November 1, 2020
[Increase] [~~Decrease~~] this Change Order: $ 12,500.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 362,410.80	Contract Times with all approved Change Orders: Substantial Completion: October 1, 2020 Ready for final payment: November 1, 2020

	Recommended by Engineer (if required)	Accepted by Contractor
By:	Jay C. Koch	
Title:	Civil Engineer II	
Date:	10/6/2020	10/6/2020
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:	Mayor	
Date:	10/12/2020	

9/9/20

BOULDER CONTRACTING
PO Box 310 - Grundy Center, IA 50638
PH: (641) 243-3285 FAX: (319) 538-0131

TO:	CITY OF MARSHALLTOWN
PROJECT	IOWA RIVER TRAILER BRIDGE
LETTING DATE	9/9/20

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
	BASE BID				
1	REMOVAL OF EXISTING BRIDGE	1	LS	$7,500.00	$7,500.00
2	HP 10X42	120	LF	$90.00	$10,800.00
3	STRUCTURAL CONCRETE W/REBAR	13.5	CY	$1,500.00	$20,250.00
4	MOBILIZATION	1	LS	$15,000.00	$15,000.00
5	TRANSPORT/SET OWNER'S BRIDGE	1	LS	$12,500.00	$12,500.00
					$66,050.00
	ADD ALTERNATE #1				
1A	RIP RAP CL E WITH FABRIC	375	TN	$55.00	$20,625.00
1B	BANK SHAPING	1	LS	$2,500.00	$2,500.00
				TOTAL	$23,125.00

TERMS & CONDITIONS

*No addenda received.
*One mobilization included.
*Survey and testing not included.
*Traffic control by others, if required.
*Removal/replacement of PCC trail not included.
*Maturity curve/M-mix not included.
*Backfilling & Seeding not included.
*Anchor bolts and engineering for attachment to abutments not included.

Respectfully Submitted
Luke Kjormoe (319) 269-8680
Luke@BoulderContracting.net

2020-289

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE NORTHEAST FEMA STREET REPAIRS PROJECT # FEMA18004 A DECREASE OF $55,704.00

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con- Struct, for the labor and material for the Northeast FEMA Street Repairs Project #ECO18001; and

WHEREAS, a decrease is requested for additional items to complete the project.

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

Section 1. That the contract Change Order #2 for the Northeast FEMA Street Repairs Project, in the decreased amount of $55,704.00 is hereby accepted and approved.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

CHANGE ORDER NO.: 2

Owner:	City of Marshalltown	Owner's Project No.:	FEMA18004
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	Northeast FEMA Street Repairs		
Contract Name:	Northeast FEMA Street Repairs		
Date Issued:	10/5/2020	Effective Date of Change Order:	10/12/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is for an extension of time due to additional work included on the project. The additional work includes the milling and overlay of 7th Avenue North. This was originally slated to have a seal coat added to the surface but was changed due to temperature concerns. The change order changes the completion date from October 15th to November 15th of 2020.

Attachments:

None

Change in Contract Price	**Change in Contract Times** **[State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 1,546,167.40	Original Contract Times: Substantial Completion: October 15, 2020 Ready for final payment: November 15, 2020
~~[Increase]~~ [Decrease] from previously approved Change Orders No. 0 to No. **0**: $ 55,704.00	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No.1: Substantial Completion: No Change Ready for final payment: No Change
Contract Price prior to this Change Order: $ 1,490,463.40	Contract Times prior to this Change Order: Substantial Completion: October 15, 2020 Ready for final payment: November 15, 2020
[~~Increase~~] [Decrease] this Change Order: $ 0.00	**[Increase] ~~[Decrease]~~** this Change Order: Substantial Completion: November 15, 2020 Ready for final payment: December 15, 2020
Contract Price incorporating this Change Order: $ 1,490,463.40	Contract Times with all approved Change Orders: Substantial Completion: November 15, 2020 Ready for Final Payment: November 15, 2020

Recommended by Engineer	Accepted by Contractor
By: Jay C. Koch	By:
Title: Civil Engineer II	Title: Vice President
Date: 10/5/2020	Date:

Authorized by Owner

By:

Title: Mayor

Date:

MARSHALLTOWN
IOWA
Department of Public Works

Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Dir.
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

October 5, 2020

To: Mayor Joel T.S. Greer
Members of the City Council

From: Jay C. Koch, P.E.
Civil Engineer II

Re: NE FEMA Street Repairs CO #2 – ConStruct, Inc. for additional 30 days of construction for completion of work.

Policy Issue: City policy requires approval of all Change Orders exceeding $25,000

Recommendation: Staff recommends approval of the Change Order as submitted

Background: Due to weather restrictions the seal coating of 7th Avenue North will not be able to be completed without a time extension until next spring. Due to our FEMA funding restrictions, we are unable to extend the contract to that date. This change order is to extend the completion date until November 15, 2020 to allow 7th Ave. to be milled and overlayed. The quantities for this work will be reconciled into a final change order.

Budget Impact: None

Attachment: Change Order #2

cc: Jessica Kinser, City Administrator

RESOLUTION ACCEPTING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR TAX INCREMENT FINANCING FROM FLINT HILLS HOLDINGS GROUP LLC TO MARSHALLTOWN LOFTS LLC

WHEREAS, the City of Marshalltown approved Resolution 2020-157 on May 26, 2020, which set for the terms related to the rebate of incremental taxes to Flint Hills Holdings Group LLC ("Grantee") for the construction of a new income-restricted, multi-family residential structure in the Marshalltown Central Business District; and

WHEREAS, the Grantee has requested the amended Development Agreement be assigned to Marshalltown Lofts LLC; and

WHEREAS, the development agreement states that an agreement can be assigned with the consent of each party;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the assignment of the development agreement is hereby consented to, and the Mayor is authorized to execute paperwork for that purpose.

Passed this 12th day of October, 2020 and signed this ____ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

<u>ASSIGNMENT OF DEVELOPMENT AGREEMENT</u>

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "<u>Assignment</u>") is made and entered into as of September___, 2020, by FLINT HILLS HOLDINGS GROUP, LLC, a Kansas limited liability company ("<u>Assignor</u>"), in favor of MARSHALLTOWN LOFTS, LLC, an Iowa limited liability company ("<u>Assignee</u>").

RECITALS

A. Assignor entered into a Development Agreement with the City of Marshalltown, Iowa (the "<u>City</u>") on May 25, 2020 (the "<u>Development Agreement</u>"), which is attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference.

B. The Development Agreement contemplates the development of a fifty-unit rental housing development on certain real property as set forth in the Development Agreement, under certain terms set forth in the Development Agreement.

C. Pursuant to Paragraph C (1) of the Development Agreement, Assignor is required to obtain the consent of the City to assign the Development Agreement to Assignee.

D. Assignor desires to and assigns its rights and obligations under the Development Agreement to the Assignee and the Assignee desires to and accepts the rights and obligations of the Assignor under the Development Agreement under the terms and conditions as set forth below.

AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars and 00/100 ($10.00), and for other good and valuable consideration, the receipt and sufficiency of which are by this Assignment acknowledged by the parties, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor does hereby unconditionally transfer, collaterally assign, set over to, sell, deliver, and pledge any and all right, title and interest of Assignor in and to the Development Agreement, together with Assignor's rights and obligations thereunder to and for the benefit of the Assignee. The Assignee agrees to accept the rights and performance of the obligations under the Development Agreement. This Assignment is absolute and effective immediately.

2. **Irrevocable Assignment**. Assignor agrees that this Assignment is irrevocable, and Assignor will not, while this Assignment is in effect, take any action, which is inconsistent with this Assignment, or make any other assignment, designation or direction inconsistent with this Assignment, and any such assignment, designation or direction inconsistent with this Assignment shall be void.

3. **Assignor Representations**. Assignor represents and warrants that; (a) Assignor has not executed any prior assignment of any of its rights assigned by this Assignment; (b) Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under any of the provisions of this Assignment; (c) there is no present default by any party to the Development Agreement; (d) the Development Agreement is in full force and effect, unmodified as of the date of this Assignment; and (e) the Development Agreement shall not be modified, amended or terminated without the prior written consent of the Assignee.

4. **Successors**. The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

5. **Governing Law**. This Assignment and the rights and obligations of the parties thereto shall be construed under and in accordance with the laws of the State of Iowa.

6. **Counterparts**. For the purpose of facilitating the execution of this Assignment and for other purposes, this Assignment may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed an original, and such counterparts shall constitute but one and the same instrument. A signature of a party by facsimile or other electronic transmission (including a .pdf copy sent by e-mail) shall be deemed to constitute an original and fully effective signature of such party.

7. **Severability**. If any provision or provisions of this Assignment shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Assignment shall remain in full force and effect and be binding on the parties.

8. **Modifications**. No amendment or waiver of any provision of this Assignment shall in any event be effective unless it shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first written above.

ASSIGNOR:

FLINT HILLS HOLDINGS GROUP, LLC, a Kansas limited liability company

By: _______________________________________

Name: ___________________________________
Title: ___________________________________

ASSIGNEE:

MARSHALLTOWN LOFTS, LLC, an Iowa limited liability company

By: _______________________________________

Name: ___________________________________
Title: ___________________________________

ACKNOWLEDGEMENT AND CONSENT OF CITY

The undersigned City referred to in the foregoing Assignment of Development Agreement (the "Assignment"), acknowledges and consents to the Assignment, and agrees that it will render all acts and performances required of it under the Development Agreement directly to Assignee or its nominee, as Assignee may direct.

The undersigned agrees to notify Assignee in writing in the event of any material and substantial breach by Assignor under the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acknowledgement and Consent this ____ day of September, 2020

CITY:

(SEAL)
ATTEST/WITNESS:

CITY OF MARSHALLTOWN IOWA

____

By: _____________________________________

Name:___________________________________
Title:____________________________________

EXHIBIT "A"

Development Agreement

[See attached pages]

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Flint Hills Holdings (the "Developer") as of the 25th day of May, 2020.

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

WHEREAS, the Developer owns certain real property which is situated in the City and in the Urban Renewal Area and is more specifically described as follows:

12 East State Street - South 137 feet, 11 inches of Lot 8, excluding the East 1 foot of the South 80 feet of Lot 8 & North 100 feet of Lot 9, Block 3 in the Town of Marshall
20 East State Street – Lot 10, Block 3, Original Town of Marshall
26 East State Street - Lot 11, Block 3, Original Town of Marshall
28 East State Street – The South 120 feet of Lot 12, Block 3, Original Town of Marshall
104 N 1st Avenue – The North 60 feet of Lot 12, Block 3, Original Town of Marshall
(the "Property"); and

WHEREAS, the Developer has proposed to undertake the development of a fifty-unit rental housing development (the "Housing Project") on the Property, within which at least 90% of the units will be affordable to families of low and moderate income as defined in Iowa Code Section 403.17(14); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used to reimburse the Developer for a portion of the costs of constructing the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. Housing Project Construction. The Developer agrees to construct the Housing Project on the Property. The Developer will submit a detailed site plan (the "Site Plan") for the development of the Housing Project to the City which, upon approval by the City, shall be attached as Exhibit A hereto. The Developer agrees to construct the Housing Project in accordance with the Site Plan and to substantially complete such construction by no later than June 1, 2021.

2. Property Taxes. The Developer agrees to make, or make provision for, timely payment of all property taxes as they come due with respect to the Property and the completed Housing Project, throughout the term of this Agreement and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment. The Developer hereby acknowledges that the funding of Payments (as hereinafter defined in Section B.1) is contingent upon the full and timely payments of such property taxes as may from time to time become due and owing with respect to the Property

3. **Default Provisions.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

a) Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.

b) Failure by the Developer to fully and timely remit payment of property taxes when due and owing during the term of this Agreement.

c) A determination by the City that the Developer has failed to provide at least 90% of the units of the Housing Project at a rental level that is affordable to families of low and moderate income as defined in Iowa Code Section 403.17(14).

Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, City shall then have the right to:

a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

b) Withhold the Payments under Section B.1 of this Agreement, such right being in addition to the right of annual appropriation as set forth in Section B.2 below.

B. **City's Obligations**

1. **Payments**. In recognition of the Developer's covenants set out above, the City agrees to make Payments to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however that the aggregate, total amount of the Payments shall not exceed $575,000, and all Payments shall be made subject to annual appropriation by the City Council as hereinafter set forth.

Payments will be made on December 1 and June 1 of each fiscal year, beginning on the first December 1 for which Incremental Property Tax Revenues (as hereinafter defined) become available with respect to the Property, and continuing for a total of fifteen fiscal years, or until Payments in the total amount of $575,000 have been made. For example, if an increase in the incremental valuation of the Property is shown on the Marshall County tax rolls as of January 1, 2021, the first Payment could be made on December 1, 2022.

Each Payment shall be in an amount equal to 100% of the Incremental Property Tax Revenues received by the City with respect to the Property during the six (6) months immediately preceding each Payment date. "Incremental Property Tax Revenues" are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and instructional support levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Marshall County Treasurer that are attributable to the Property.

2. Annual Appropriation. Each Payment shall be subject to a finding by the City Council that the Developer is in full compliance with each of the Developer's Covenants set out above, and each Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the next succeeding fiscal year, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to 100% of the City's estimate of the amount of Incremental Property Tax Revenues that could be collected in such year (the "Appropriated Amount"). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments, the City agrees to certify to the Marshall County Auditor by December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided, however, that no more than thirty semi-annual Payments shall be made and total Payments shall not exceed $575,000.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

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

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

CITY OF MARSHALLTOWN, IOWA

By: Joel Greer
Mayor

Attest:

City Clerk
2020-157

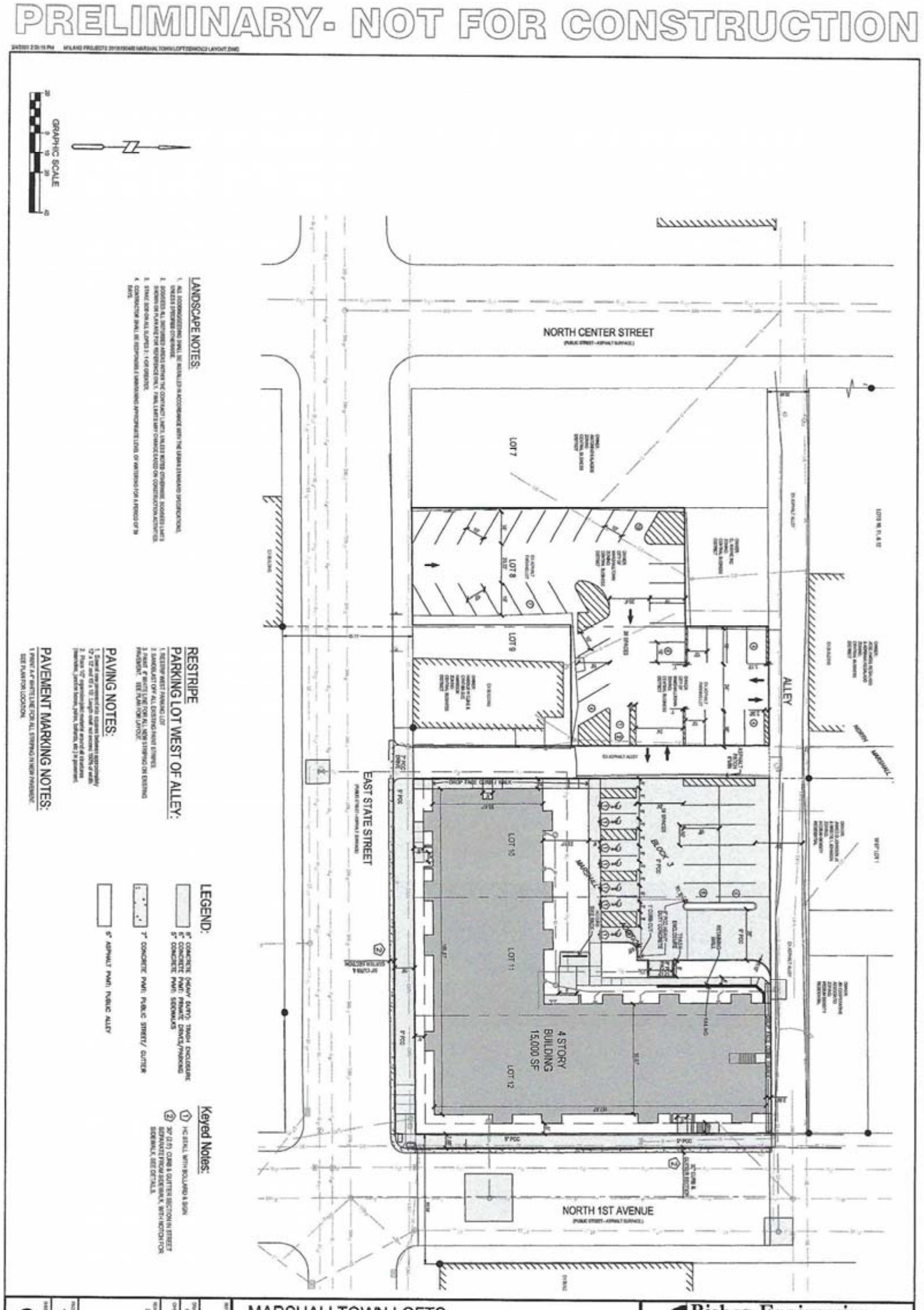
FLINT HILLS HOLDINGS

By:

6WA 15451697.2

EXHIBIT A
SITE PLAN

PRELIMINARY- NOT FOR CONSTRUCTION



2020-291

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE E. MAIN STREET DRAINAGE IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. SMW20004

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the E. Main Street Drainage Improvements Project, Project No. SMW20004, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No SMW20004, being the E. Main Street Drainage Improvements Project in the city of Marshalltown, Iowa.

Passed this 12th day of October, 2020, and signed this ____ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

____
Joel T.S. Greer, Mayor

ATTEST:

____
Alicia Hunter, City Clerk

the City of Marshalltown

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

DEPARTMENT OF PUBLIC WORKS

September 24, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – E. Main St. Drainage Improvements, Project No. SMW20004.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the E. Main St. Drainage Improvements.

Background: Construction includes improvements to the drainage along East Main Street from 17th Avenue through 18th Avenue. The project will regrade intersections to prevent overflow of storm waters down 17th Avenue and 18th Avenue that exceed the capacities of storm sewer on those streets. The project will allow storm water to flow along East Main Street to Storm inlets further east.

Budget Impact: This project will be funded with storm water 740 funds.

Attachment: None

cc: Jessica Kinser, City Administrator

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

EAST MAIN STREET DRAINAGE IMPROVEMENTS

PROJECT NO. SMW20004

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE EAST MAIN STREET DRAINAGE IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 12th day of October, 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. SMW20004, the EAST MAIN STREET DRAINAGE IMPROVEMENTS is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 13th day of October, 2020 for the construction of the EAST MAIN STREET DRAINAGE IMPROVEMENTS as described in the plans and specifications for Project No. SMW20004, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 26th day of October, 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the EAST MAIN STREET DRAINAGE IMPROVEMENTS in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SMW20004 the EAST MAIN STREET DRAINAGE IMPROVEMENTS.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

Base Bid - E. Main Street Drainage Improvements			
Item No.	**Bid Items**	**Bid Quantity**	**Unit**
1	Topsoil, On-site	42	CuYd
2	Excavation, Class 13	159	CuYd
3	Subgrade Preparation	557	SqYd
4	Subbase, Modified (Type)	557	SqYd
5	Valve Box Adjustment, Minor	1	Each
6	Manhole Adjustment, Minor	1	Each
7	Pavement, PCC, 8" (Thickness)	280.8	SqYd

Base Bid - E. Main Street Drainage Improvements			
Item No.	Bid Items	Bid Quantity	Unit
8	Pavement, PCC, 8" (Thickness) (Fillet)	93.2	SqYd
9	Pavement, PCC, 8" (Thickness) (Valley Gutter)	34.2	SqYd
10	Curb and Gutter, 30" (Width), 8" (Thickness)	79	Ft
11	Removal of Sidewalk	100.8	SqYd
12	Removal of Curb	181	Ft
13	Sidewalk, PCC, 6" (Thickness)	101.9	SqYd
14	Detectable Warning	80	SqFt
15	Pavement Removal	396.1	SqYd
16	Temporary Traffic Control	1	LS
17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	250	SqYd
18	Warranty (Seeding, Fertilizing, and Mulching)	1	LS
19	SWPPP Preparation	1	LS
20	SWPPP Management	1	LS
21	Construction Survey	1	LS
22	Mobilization	1	LS
23	Concrete Washout	1	LS

An Alternate Bid will be taken to provide curb and gutter along the entire south side of Main Street from 7th Avenue to 8th Avenue.

Alternate Bid - Additional Curb & Gutter - E. Main St.			
Item No.	Description	Quantity	Units
1	Topsoil, On-site	34	CuYd
2	Excavation, Class 13	109	CuYd
3	Subgrade Preparation	387	SqYd
4	Subbase, Modified (Type)	387	SqYd
5	Pavement, PCC, 8" (Thickness)	192	SqYd
6	Curb and Gutter, 30" (Width), 8" (Thickness)	347	Ft
7	Removal of Sidewalk	2.2	SqYd
8	Removal of Driveway	26.1	SqYd
9	Removal of Curb	347	Ft
10	Sidewalk, PCC, 6" (Thickness)	2.2	SqYd
11	Pavement Removal	268.9	SqYd
12	Temporary Traffic Control	1	LS
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	202	SqYd
14	Warranty (Seeding, Fertilizing, and Mulching)	1	LS
15	Construction Survey	1	LS
16	Mobilization	1	LS

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SMW20004 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at https://www.marshalltown-ia.gov/Bids.aspx.

A deposit of $150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 28th day of September, 2020.

Owner: City of Marshalltown

By: Alicia Hunter

Title: City Clerk

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2020-292

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE S. 12th AVENUE SIDEWALKS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. TRL19002

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the S. 12th Avenue Sidewalks Project, Project No. TRL19002, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. TRL19002, being the S. 12th Avenue Sidewalks Project in the city of Marshalltown, Iowa.

Passed this 12th day of October, 2020, and signed this ___ day of October, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

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

DEPARTMENT OF PUBLIC WORKS

September 24, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – 12th Avenue Sidewalk, Project No. TRL19002.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the 12th Avenue Sidewalk Project.

Background: Construction includes the construction of sidewalk along South 12th Avenue, East Olive Street and South 17th Avenue. This project has been in the works for over a year and has been changed from a recreational trail system to a sidewalk due to active negotiations with landowners and council. The sidewalk will extend from East Anson Street along South 12th Avenue to the Fairgrounds property. It will extend along East Olive Street from South 12th Avenue to South 17th Avenue and along South 17th Avenue from East Olive Street to the North for approximately 500 feet..

Budget Impact: This project will be funded with 2018 GO Bond Fund 381.

Attachment: None

cc: Jessica Kinser, City Administrator

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

12TH AVENUE SIDEWALK

PROJECT NO. TRL-19002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE 12TH AVENUE SIDEWALK IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A **public hearing** will be held at **5:30 p.m.** local time on the **12th day of October, 2020** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under project number TRL-19002, the 12TH AVENUE SIDEWALK is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, **will be received at the City Clerk's Office** located at 24 N. Center Street, Marshalltown, IA **until 10:00 a.m**. local time, on the **20th day of October, 2020** for the construction of the 12TH AVENUE SIDEWALK as described in the plans and specifications for Project No. TRL-19002, and which will be opened, read, and tabulated by the City Engineer or his designate via a Go To meeting at that time. A link to the Go To meeting will be available on the Marshalltown Bidding website, listed herein. Bids will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers at 5:30 p.m. on the 26th day of October, 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the 12TH AVENUE SIDEWALK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. TRL-19002. **The project includes the following:**

> **2,382 SY of PCC Sidewalk, 274 SY of PCC Street Pavement, 2,186 SY of PCC Driveway, 26 CY of Combined PCC Retaining Wall / Sidewalk, 4 Each of Pedestrian Crossing Solar Powered LED Signs, 1 Fence Relocation, Tree Removal, Stump Grinding, and miscellaneous appurtenant work usually associated with a sidewalk improvement project.**

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. TRL-19002 as proposed by the City Engineer.

<u>Obtaining the Bidding Documents</u>

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at

https://www.marshalltown-ia.gov/Bids.aspx.

A deposit of $150 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 28th day of September, 2020.

Owner:	City of Marshalltown
By:	Alicia Hunter
Title:	City Clerk

HEARING ON AMENDING 2019 BOND ISSUANCE RESOLUTION

422742-38

Marshalltown, Iowa

October 12, 2020

The City Council of the City of Marshalltown, Iowa, met on October 12, 2020, at 5:30 p.m., at the Council Chambers. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: ____

Absent: _______________________________________.

It was reported that this was the time and place for a public hearing on a proposed amendment to a general obligation bond issuance resolution dated November 25, 2019, in order to authorize the expenditure of up to $300,000 of the remaining bond proceeds to finance a portion of the cost of the Veterans Memorial Coliseum construction project.

The City Clerk reported that notice of the hearing had been published according to law, and that no petition had been filed asking that the question of amending the bond issuance resolution be submitted to the registered voters of the City.

All written objections, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral objections, statements, or evidence; filed written objections or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.):

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

It was then reported that this was also the time and place for a public hearing on a proposed amendment to a general obligation bond issuance resolution dated November 25, 2019, in order to authorize the expenditure of up to $250,000 of the remaining bond proceeds to finance a portion of the cost of repaving trails.

The City Clerk reported that notice of the hearing had been published according to law, and that no petition had been filed asking that the question of amending the bond issuance resolution be submitted to the registered voters of the City.

All written objections, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral objections, statements, or evidence; filed written objections or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.):

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

It was then reported that this was also the time and place for a public hearing on a proposed amendment to a general obligation bond issuance resolution dated November 25, 2019, in order to authorize the expenditure of up to $250,000 of the remaining bond proceeds to finance a portion of the cost of the City's Dangerous and Dilapidated Buildings Program.

The City Clerk reported that notice of the hearing had been published according to law.

All written objections, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral objections, statements, or evidence; filed written objections or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.):

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member __________________ introduced a resolution hereinafter next set out, approving an amendment to a general obligation bond issuance resolution, and moved its adoption, seconded by Council Member _________________; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: ____

Nays: ____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 2020-293

APPROVING AMENDMENT RELATED TO THE ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2019

WHEREAS, pursuant to the provisions of Chapter 384 of the Code of Iowa, on November 25, 2019, the City Council of the City of Marshalltown, Iowa (the "City"), adopted Resolution No. 2019-312 (the "2019 Bond Issuance Resolution"), which authorized the issuance of general obligation bonds (the "Series 2019 Bonds") in the amount of $8,830,000, for the purpose of paying the cost, to that extent, of constructing public improvements and refunding outstanding debt; and

WHEREAS, it has been determined that proceeds from the issuance of the Series 2019 Bonds have not been spent or are not needed to be spent for the original projects and are available for use on other projects (the "Remaining Bond Proceeds"); and

WHEREAS, it has been proposed that the Council take action to amend the 2019 Bond Issuance Resolution in order to make it possible to spend up to $300,000 of the Remaining Bond Proceeds on the Veterans Memorial Coliseum construction project, up to $250,000 for trail repaving and up to $250,000 for the City's Dangerous and Dilapidated Buildings Program; and

WHEREAS, pursuant to notices published as required by state law, the Council has held public hearings on the proposal to amend the 2019 Bond Issuance Resolution, and no petition has been filed asking that the question of amending the 2019 Bond Issuance Resolution be submitted to the registered voters of the City;

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

Section 1. The 2019 Bond Issuance Resolution, identified as Resolution No. 2019-312, is hereby amended to add "Veterans Memorial Coliseum construction project, trail repaving and Dangerous and Dilapidated Buildings Program" to the projects for which the original proceeds of the Series 2019 Bonds and the Remaining Bond Proceeds may be spent.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 12, 2020.

____
Mayor

Attest:

____
City Clerk

. . . .

On motion and vote, the meeting adjourned.

____
Mayor

Attest:

____
City Clerk

STATE OF IOWA
SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council of the City relating to holding hearings on and taking action to amend a bond issuance resolution, as referred to therein.

WITNESS MY HAND this ________ day of ________________________, 2020.

____
City Clerk

ORDINANCE 15003

ORDINANCE APPROVING THE REZONING OF CITY PROPERTY ALONG EAST SOUTHRIDGE ROAD TO R-2A LOW DENSITY RESIDENTIAL

WHEREAS the City of Marshalltown is presenting an application to rezone the property legally defined as:

> LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
> MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 155.36' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.83' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 155.36' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S1°24'04"E 119.97' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

which is currently zoned PUD Planned Unit Development to be rezoned to R-2A Low Density Residential; and

WHEREAS the City currently owns the property and is proposing to sell the property along with the adjacent land along E. Southridge which is also R-2A Low Density Residential; and

WHEREAS the Plan and Zoning Commission reviewed the amended rezoning request and held a public hearing on September 17, 2020 and recommended approval of the rezoning at said meeting; and

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

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

<u>Section 1.</u> Property legally described as:

> LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.
> MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 155.36' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.83' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 155.36' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S1°24'04"E 119.97' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

be rezoned to R-2A Low Density Residential.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 12th day of October 2020 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this ___ day of October 2020, and signed this _______day of October 2020.

CITY OF MARSHALLTOWN, IOWA

____

Joel T.S. Greer, Mayor

ATTEST:

____

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

September 28, 2020

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Rezoning of property along E Southridge Road

Policy Issue: The property along E Southridge Road shown in purple on the following graphic is currently owned by the City of Marshalltown, and is zoned as Planned Unit Development. Rezoning to R-2A would ensure consistency with the property to the East shown in yellow. The City of Marshalltown is selling these parcels to a developer; that plans to develop for housing. City Council has accepted an offer on this property. The process is currently in the due diligence stage.

Recommendation: The Plan Zoning Commission has reviewed the proposal and held a public hearing on the proposal on September 17, 2020. The Commission recommends the rezoning of the property to be consistent with the adjacent property.

The first reading is being presented to the Council on 9/28. Staff is proposing a public hearing be held along with the second reading on 10/12 and the third reading be waived to allow the process to be completed within the due diligence period presented by the developer.

Background: This stretch of property is zoned R-2A Low Density Residential and allows for single family detached and attached dwelling units.

Budget Impact: The cost of rezoning to the City is minimal and includes public notifications and recording costs.

Attachment: Ordinance and application.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5756 - Fax (641) 754-5742

MARSHALLTOWN
IOWA
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
36 North Center Street, Marshalltown, IA 50158
Ph: 641-754-5756 Fax: 641-754-5742
www.marshalltown-ia.gov

Rezoning Request Application Packet

Application: Applications will not be accepted unless complete. All required items must be submitted with the application. Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

Notifications: The City will place a sign on the property to notify the public that a rezoning request has been submitted. The sign includes the city's phone number so that concerned individuals will have an opportunity to learn about the proposal and can present information on this matter to the Commission and/or Council at the public hearing. A notice of public hearing is also published in the newspaper.

1. The burden of providing sufficient evidence to make the applicant's case shall be on the applicant in all cases.

2. The rezoning request must be considered by the Plan Zoning Commission and the City Council. Contact the Housing & Community Development Director for a schedule of the upcoming meetings. Please note the deadline dates for each meeting. The commission will review the request at a regularly scheduled meeting at least once prior to the public hearing. A public hearing must be held by the commission prior to making a recommendation to the City Council. The Plan Zoning Commission meets in the City Council Chambers at City Hall at 5:00 PM on the Thursday following the first Council meeting of the month.

3. The Marshalltown City Council meets on the 2nd and 4th Mondays of the month at 5:30 p.m. in the City Hall Council Chambers. According to Iowa Code, the rezoning requires three readings and a public hearing.

4. Under optimum conditions it takes about 4-6 months to rezone property if the issue is not controversial. Larger projects may require additional time.

5. Applicants are encouraged to provide all applicable information as early as possible to facilitate the process.

Date Submitted & Fee Paid: _________

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

✔ **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

____ **Application fee**. A $500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address: See legal description	
Owner: City of Marshalltown	
Mailing Address: 24 N Center Street	
Phone: 641-754-5756	E-mail: mspohnheimer@marshalltown-ia.gov
Current Zoning Classification: PUD	
Current Use: vacant land	
Proposed Zoning Classification: R-2A	
Proposed Use: housing	
Please list the uses of surrounding properties: park and housing	
Signature and Date: [signature] 09/02/2020	

LOT 1
MARSHALL COUNTY

DESCRIPTION

LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 155.36' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.83' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 155.36' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S1°24'04"E 119.97' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: October 5, 2020
RE: McFarland Clinic Project

City staff has been in communication with McFarland Clinic for more than 12 months, as they looked at options for locating a new clinic to house all of their operations. The location proposed, at the east end of the new end of East Merle Hibbs, was suggested as a location by the City, and demonstrates the potential for growth and development in an area which has been used as agricultural land since annexed into the City.

As we continued conversations with McFarland Clinic's leadership, we recognized that a project of this magnitude was going to require some financial assistance. On the whole, the City Council has been very accepting of the urban revitalization/tax abatement zones for commercial properties, which provide a 3 year, 100% tax abatement. Unfortunately the area along East Merle Hibbs is not in an urban revitalization area. This area is in an urban renewal area, which allows for the use of tax increment financing (TIF) for a number of projects stated in the Urban Renewal Area #3 Plan. Therefore, a 3 year, 100% tax abatement was calculated to determine how it would convert to a TIF rebate over time.

The next page shows three rebate agreement options that lengthen the time and decrease the amount of the annual rebate. There are very broad assumptions built into these calculations, including no increase in assessed valuation, a TIF tax rate of 36 mills, and an initial assessed value of $12 million. The second and third options recognize the time value to money by applying a higher "not-to-exceed" value with less rebate each year. As these options were discussed with McFarland, option 3, a rebate of 50% of incremental taxes over 10 years, not-to-exceed $2.4 million, was the option which best matched their initial financing.

The process for making this happen has a few steps, which I have proposed the following dates:

- Amend the Urban Renewal Plan- in addition to stating this project in the urban renewal plan, the legal description for the area needs to be restated. Key dates for this process are proposed as the following:
  - October 26th- set the public hearing for the amended urban renewal plan
  - Week of November 2nd- hold a consultation with affected taxing entities
  - November 23rd- hold the public hearing; consider adopting the plan amendment
- Consider a development agreement- once the Council has adopted the urban renewal plan, the Council can then consider a development agreement for the incentive. Key dates are proposed as the following:
  - November 23rd- after the public hearing, the Council can consider a resolution to set the public hearing on the development agreement
  - December 14th- hold the public hearing; consider approving the development agreement

This timeline would allow McFarland Clinic to have the assurances of the financial incentive needed to pursue bidding the project in early 2021.

If the City Council would like to proceed with this incentive and schedule, a recommended motion is to direct staff to proceed with the urban renewal plan amendment and development agreement for McFarland Clinic.

McFarland Clinic New Construction
Financial Incentive Options

ASSUMPTIONS	
Assessed Value	12,000,000
Taxable Value	COMM
Frozen Base Value	-
Incremental Value	See Below
Valuation Date	1/1/2022
Total Tax Rate	41
TIF Tax Rate	36

Parcel
8318-11-426-007

Tax Abatement = 1,328,400
100% for 3 Years

Assess Yr	FY	Rollback
2022	2024	90.00%
2023	2025	90.00%
2024	2026	90.00%
2025	2027	90.00%
2026	2028	90.00%
2027	2029	90.00%
2028	2030	90.00%
2029	2031	90.00%
2030	2032	90.00%
2031	2033	90.00%

		Option 1	Option 2	Option 3
Taxable	Increment	100%, 4 Years	75%, 6 Years	50%, 10 Years
10,800,000	10,800,000	388,800	$ 291,600	$ 194,400
10,800,000	10,800,000	388,800	$ 291,600	$ 194,400
10,800,000	10,800,000	388,800	$ 291,600	$ 194,400
10,800,000	10,800,000	388,800	$ 291,600	$ 194,400
10,800,000	10,800,000		$ 291,600	$ 194,400
10,800,000	10,800,000		$ 291,600	$ 194,400
10,800,000	10,800,000			$ 194,400
10,800,000	10,800,000			$ 194,400
10,800,000	10,800,000			$ 194,400
10,800,000	10,800,000			$ 194,400
		1,555,200	1,749,600	1,944,000
	NTE	$ 1,600,000	2,000,000	2,400,000

Joel Greer, Mayor
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24 North Center Street
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MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: October 6, 2020
RE: Participation in New Homebuyer Incentive

Following the Marshalltown Area Chamber of Commerce presentation of the Housing Strategy at the September 28th City Council meeting, I met with other members of the Housing Steering Committee to talk about next steps in implementing pieces of the Housing Strategy. The Committee determined the most vital piece is the $10,000 new homebuyer incentive. As you will recall, the Chamber has pledged $2,500 for 100 new homes, or $250,000. The City is now being asked to partner in this effort and pledge $2,500 for 100 news homes as well.

The recommended funding source is the Council-designated Local Option Sales Tax (LOST). I have attached an update from the September 14th Council meeting. While we have $1.8 million in revenues expected through this fiscal year, it is not likely that the Council would see any payout for this program until very late in 2021, or fiscal year 2022. Payments would go to the Chamber who would administer this program. A new homebuyer receiving the $10,000 incentive would not be eligible for any tax abatement programs.

If the Council would like to proceed with setting aside Council-designated LOST, a resolution doing so would need to come forward to the next City Council meeting.

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
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MARSHALLTOWN
IOWA

City Administrator's Office

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: October 6, 2020
RE: Sale of Vacant Lots

The City is the owner of a number of vacant lots following the demolitions as part of the Dangerous and Dilapidated Building Program. I have received a lot of contact in the last few months from adjacent property owners interested in purchasing the now vacant land. The City has no future use for these properties and the ability to sell them now outweighs the costs of maintaining them into the future for potential reuse for new single family homes. Most of these had some sort of debris removal required after the derecho as well and took up financial and human resources that could have been dedicated elsewhere.

The lots which I am proposing we sell are the following:

- 902 East Anson Street
- 405 East Anson Street
- 305 South 2nd Street
- 1104 East Main Street
- 710 East State Street
- 402 North 3rd Avenue

I am proposing the sale of these parcels through a request for a sealed bid process, with no reserve. We would accept sealed bids by Friday, October 30th at 10am, and plan to have resolutions setting public hearings on the sale of the properties to the highest bidders on the November 9th agenda. All closings/transfers would be completed by the end of the calendar year.

If you are ok with proceeding, I will issue separate bid documents for each parcel following the City Council meeting and advertise the properties in the Times Republican as well as on the City's website.

902 E Anson St
Parcel: 8418-36-331-018
R-3 Zone

Lot size: 55’ x 100’

Units per lot: 1

<u>Setbacks</u>
Front (9^{th}): 30’ or average of adjacent lots ~17’
Street Side (Anson): 15’
Side yard (North): 4’
Rear yard (East): 20’

Buildable area: 36’ x 63’

405 E Anson St
Parcel: 8418-35-477-003
R-3 Zone

Lot size: 48’ x 150’

Units per lot: 1

<u>Setbacks</u>
Front (Anson): 30’ or average of adjacent lots ~15’
Side yard (West & East): 4’ min on one side combine 15’ total between the two sides.
Rear yard (East): 25’

Buildable area: 33’ x 110’

305 S 2nd St
Parcel: 8418-35-176-018
R-3 Zone

Lot size: 60’ x 180’

Units per lot: 2

<u>Setbacks</u>
Front (S 2nd St): 30’ or average of adjacent lots ~15’
Side yard (North and South): 4’ min on one side combine 15’ total between the two sides.
Rear yard (West): 25’

Buildable Area: 45’ x 140’

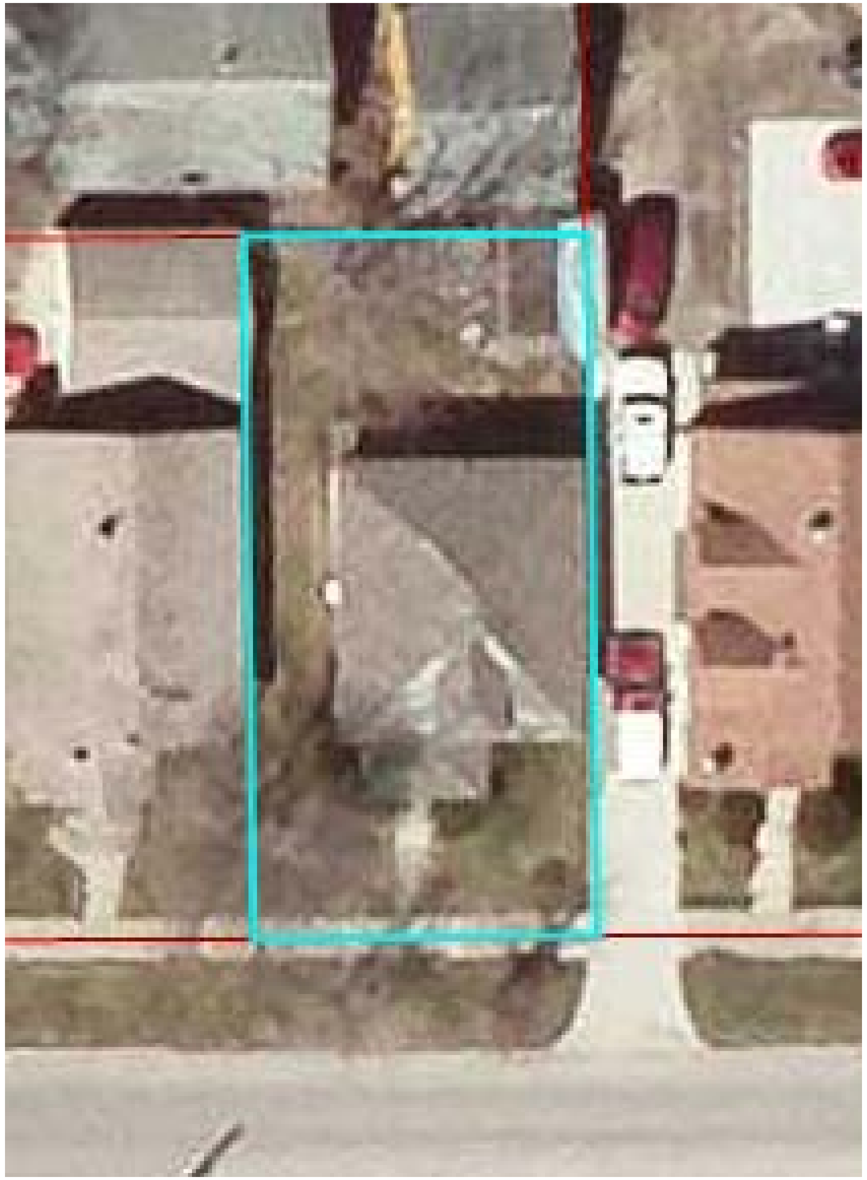
1104 E Main St
Parcel: 8418-25-387-013
R-3 Zone

Lot size: 44’ x 90’

Units per lot: 1

<u>Setbacks</u>
Front (Main): 30’ or average of adjacent lots ~15’
Side yard (East & West): 4’ min on one side combine 15’ total between the two sides.
Rear yard (North): 18’

Buildable Area: 29’ x 57’



710 E State St
Parcel: 8418-25-355-017
R-3 Zone

Lot size: 40’ x 130’

Units per lot: 1

<u>Setbacks</u>
Front (Main): 30’ or average of adjacent lots ~17’
Side yard (East & West): 4’ min on one side combine 15’ total between the two sides.
Rear yard (North): 25’

Buildable Area: 25’ x 88’

402 N 3rd Ave
Parcel: 8418-26-403-030
R-3 Zone

Lot size: 50’ x 174’

Units per lot: 1

<u>Setbacks</u>
Front (3rd Ave): 30’ or average of adjacent lots ~25’
Street Side yard (Lincoln): 15’
Side yard (North): 4’
Rear yard (West): 25’

Buildable Area: 31’ x 124’