

**CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JUNE 14, 2021, 5:30 PM**

GO-TO MEETING: Monday, June 14, 2021 5:30 PM - 7:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/111420109>

You can also dial in using your phone. United States: +1 (669) 224-3412 / Access Code: 111-420-109

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

Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. APPROVE MINUTES 05/24/21 MEETING AND BILL LIST
\$3,325,546.01

Documents:

[05-24-2021_MINUTES.pdf](#)
[06-14-2021_BILL LIST Summary.pdf](#)
[06-14-2021_BILL LIST Detail.pdf](#)

2. Civil Service New Hire List - Police Officer

Documents:

3. APPOINT CHRIS BENNETT TO THE CIVIL SERVICE COMMISSION
4. APPOINT GABE ISOM AS A COUNCIL ALTERNATE ON THE EXECUTIVE BOARD OF THE SOLID WASTE MANAGEMENT COMMISSION

5. Approval Of Renewal Applications For State Of Iowa Retail Cigarette, Tobacco, Nicotine And Vapor Licenses, Through 6/30/2022

East Side Liquor & Grocery, 1116 E Nevada St
Jiffy #922, 111 S 3rd Ave
7 Rayos Liquor Store, 120 E Main St
Git-N-Go #34, 3302 S Center St
Git-N-Go #35, 902 Lincoln Way
Kwik Star #394, 2500 S Center St
Kwik Star #607, 814 S 6th St
Kwik Star #706, 810 S 3rd Ave
Liquor & Grocery Depot, 114 N Center St
Hy-Vee Inc, 802 S Center St
Hy-Vee Gas, 808 S Center St
Vaughn's Pub, 22 N 1st Ave
Golden Land Asian Food Inc, 11 E State St

6. APPROVE LIQUOR LICENSE RENEWALS

Zamora Fresh Market, 4 E Main St
Elmwood Country Club, 1734 Country Club Lane
JB Bar, 915 Turner St
Tremont on Main, 22-26 W Main St
Marshall Beer Wine Spirits, 11 N 3rd Ave
Hy-Vee Gas, 808 S Center St

7. RESOLUTION 2021-134 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR A NEIGHBORHOOD BLOCK PARTY

Documents:

[06-14-2021_2021-134_Resolution Approving Alcohol Public Way.pdf](#)
[06-14-2021_2021-134_Special Event Application.pdf](#)

8. RESOLUTION 2021-135 ACCEPTING THE AWARD TERMS AND CONDITIONS OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FROM THE U.S. DEPARTMENT OF THE TREASURY

Documents:

[Res NEU ARP Terms Conditions.pdf](#)
[NEU_Award_Terms_and_Conditions.pdf](#)

9. RESOLUTION 2021-136 APPROVING AN AGREEMENT WITH THE

MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR
TOURISM AND PROMOTIONAL

Documents:

[06-14-2021_2021-136_Resolution Approving Marshalltown
Chamber Agreement.pdf](#)
[Agreement with Chamber for Tourism.Promotion 2021
FINAL.pdf](#)

10. RESOLUTION 2021-137 APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER
ASSOCIATES, INC. FOR THE UPH SECONDARY ACCESS
STREET PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, IN
THE AMOUNT OF \$55,200.00

Documents:

[06-14-2021_2021-137_Resolution Approving Agreement
with CGA for UPH Secondary Access St.pdf](#)
[06-14-2021 CGA ESA UPH Memo.pdf](#)
[UPH Secondary Access Street ESA_6-4-21.pdf](#)

11. RESOLUTION 2021-138 APPROVING CONTRACT CHANGE
ORDER #2 FOR THE EAST MAIN STREET DRAINAGE
IMPROVEMENTS PROJECT # SMW20004 AN INCREASE OF
\$10,094.10

Documents:

[06-14-2021_2021-138_Resolution Approving CO2
SMW2004.pdf](#)
[06-14-2021_2021-138_Memo East Main St Drainage
Improvements CO2.pdf](#)
[06-14-2021_2021-138_Change Order 2 SMW2004.pdf](#)

12. RESOLUTION 2021-139 APPROVING ENGINEER'S STATEMENT
OF COMPLETION AND ACCEPTING THE CON-STRUCT, INC.
EAST MAIN STREET DRAINAGE IMPROVEMENTS PROJECT,
BEING PROJECT NO. SMW20004, WITH A FINAL PROJECT
COST IN THE AMOUNT OF \$159,143.00

Documents:

[06-14-2021_2021-139_Resolution Accepting Statement of
Completion SMW20004.pdf](#)
[SMW20004 Notice of Acceptability of Work.pdf](#)
[SMW20004 Certificate of Substantial Completion.pdf](#)

13. RESOLUTION 2021-140 APPROVING THE TITLE VI AGREEMENT
AND ASSURANCES FOR THE CITY OF MARSHALLTOWN

Documents:

[06-14-2021 2021-140 Resolution Title VI Agreement and](#)

Assurances.pdf
Title VI Assurances.pdf
Title VI Agreement.pdf

14. RESOLUTION 2021-141 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2022

Documents:

06-14-2021_2021-141_Resolution Approving 28E with DIA.pdf
06-14-2021_2021-141_MEMO_28E DIA.pdf
06-14-2021_2021-141_DIA.CityofMarshalltownHUD.28E.pdf

15. RESOLUTION 2021-142 TO APPROVE 6-MONTH EXTENSION OF TIME TO COMPLETE THE FAÇADE GRANT WORK FOR 32 E. MAIN STREET AND 8 N. 1ST AVE

Documents:

06-14-2021_2021-142_Resolution Approving 6-month Extension on Facade Grant 32 E Main St and 8 N 1st Ave.pdf
Memo for extension for facade grant work at 32 E. Main and 8 N 1st Ave.pdf
06-14-2021_2021-142_Resolution 2020-190 Approving Facade Grant App 32 E Main St and 8 N 1st Ave.pdf

16. RESOLUTION 2021-143 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF LOT 1 AND LOT 2 OF THE VIEJO BLUFFS FIRST ADDITION HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO IOWA RIVER HOSPICE INC

Documents:

06-14-2021_2021-143_Resolution Setting a Public Hearing for the Sale of Lot 1 and Lot 2 Viejo Bluffs.pdf

17. RESOLUTION 2021-144 APPROVING A CONTRACT WITH DAN'S OVERHEAD DOORS FOR \$299,554 TO COMPLETE WORK AT THE MARSHALLTOWN AIRPORT FUNDED BY INSURANCE PROCEEDS

Documents:

Res Dans Doors Airport Insurance.pdf
CITY OF MARSHALLTOWN 2-3-21 AIRPORT STORM DAMAGE - REVISED II (2).pdf

G. RESOLUTIONS

1. PLAT OF VIEJO BLUFFS FIRST ADDITION SUBDIVISION

1. RESOLUTION 2021-145 ACCEPTING QUIT CLAIM DEED
RELATING TO VIEJO BLUFFS FIRST ADDITION

Documents:

[06-14-2021_2021-145_Resolution Accepting Quit Claim
Deed Viejo Bluffs.pdf](#)
[06-14-2021_2021-145_Quit Claim Deed Viejo Bluffs.pdf](#)
[06-14-2021_2021-145_MEMO_Viejo Bluffs Final Plat.pdf](#)

2. RESOLUTION 2021-146 APPROVING FINAL PLAT FOR VIEJO
BLUFFS FIRST ADDITION

Documents:

[06-14-2021_2021-146_Resolution Approving Final Plat
for Viejo Bluffs.pdf](#)
[06-14-2021_2021-146_Viejo Bluffs First Addition Plat.pdf](#)

3. RESOLUTION 2021-147 ACCEPTING DEDICATION OF VIEJO
BLUFFS FIRST ADDITION IN THE TOWN OF MARSHALL,
MARSHALL COUNTY, IA

Documents:

[06-14-2021_2021-147_Resolution Accepting Dedication
of Viejo Bluffs.pdf](#)
[06-14-2021_2021-147_Dedication Viejo Bluffs.pdf](#)

H. **DISCUSSION**

1. Discussion Of Community Development Block Grant Application On
Behalf Of MICA

Documents:

[MICA CDBG Email Info.pdf](#)

2. Discussion Of The Fisher Community Center

1. Fisher Community Center Governance

Documents:

[Code 31.047 Board of Community Center Trustees.pdf](#)
[2021-05-21_FCC Trustees.pdf](#)

2. Fisher Community Center Land Purchase Proposal

Documents:

[Memo on FCC Land Purchase.pdf](#)
[Lease.DOT.City.pdf](#)

[LeaseAssignmentFisher.pdf](#)

3. Fisher Community Center Renovation - CAT Grant

Documents:

[Memo on FCC CAT Grant.pdf](#)
[CAT FAQ.pdf](#)

3. Discussion Of South 7th Avenue Infrastructure

Documents:

[6.10.21 Request from Ryan Huegerich.pdf](#)
[Memo on HCI Request.pdf](#)
[5834 Concept A_3 bldg - 21 06 10.pdf](#)
[Huegerich Construction Inc. Development Agreement 5-26-21.pdf](#)
[Mtown Tax Abatement App.pdf](#)
[Memo on S 7th Ave Infrastructure Partnership.pdf](#)

4. DISCUSSION - CHANGES TO CITY FEE SCHEDULE

1. Fire Department Fee Schedule

Documents:

[Memo to Council - Fee schedule 2021.pdf](#)
[06-14-2021_DISCUSSION_Fire Annual Hazardous Materials Response Fee Schedule.pdf](#)
[06-14-2021_DISCUSSION_Fire Dept Fee Schedule.pdf](#)

2. Police Department Fee Schedule

Documents:

[06-14-2021_DISCUSSION_Police Fee Schedule.pdf](#)

3. Housing And Community Development Fee Schedule

Documents:

[06-14-2021_DISCUSSION_Housing Fee Schedule.pdf](#)

4. Public Works Fee Schedule

Documents:

[06-14-2021_DISCUSSION_PW Fee Schedule.pdf](#)

5. DISCUSSION - RENTAL INSPECTION PROGRAM

Documents:

[06-14-2021_2021-MEMO_Rental Inspections.pdf](#)
[06-14-2021_DISCUSSION_Rental Housing Proposal.pdf](#)

6. Quarterly Meetings With Marshall County Representatives

I. 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.

J. CLOSED SESSION - PENDING LITIGATION

Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. 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. Motion following closed session directing staff to proceed as discussed during closed session.

K. 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.

L. 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
May 24, 2021

Mayor Joel Greer called the meeting to order at 5:30 PM, May 24, 2021, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson; Absent: Wirin. Mayor Greer recognized Joe Witte for 5 years of service. Councilor Thompson recognized Big 8 Tyre Center for its renovation and congratulated My Town Nutrition for opening on 13th Street. Mayor Greer noted Flying Elbow will soon be open on 13th Street.

CONSENT AGENDA

Motion by Isom, second by Martin to adopt the consent agenda: APPROVE MINUTES 05/10/21 MEETING AND BILL LIST \$8,031,043.37; APPROVE LIQUOR LICENSE RENEWALS FOR TANNIN INC. 125 E MAIN ST AND HY-VEE PARTY ROOM, 802 S CENTER ST; APPROVAL OF RENEWAL APPLICATIONS FOR STATE OF IOWA RETAIL CIGARETTE, TOBACCO, NICOTINE AND VAPOR LICENSES, THROUGH 6/30/2022 FOR WALMART, 2802 S CENTER ST, DOLLAR GENERAL STORE #21858, 104 W STATE ST, DOLLAR GENERAL STORE #2019, 408 S 9TH ST, DOLLAR GENERAL STORE #4206, 2413 S CENTER ST, MISHI FOOD MART INC, DBA FOOD & GAS MART, 613 N 3RD AVE, WALGREENS, 5 E ANSON ST, FAREWAY STORES INC, 102 W ANSON ST; APPOINTMENT OF SHARI COUGHENOUR AS A CITY ALTERNATE FOR THE 3 PUBLIC MEMBER SEATS ON THE SOLID WASTE MANAGEMENT COMMISSION; APRIL 2021 FINANCIAL STATEMENTS; RESOLUTION 2021-122 AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST ASSIGNMENT OF TAX CERTIFICATES FOR 918 NORTH 5TH AVENUE AND 920 NORTH 5TH AVENUE, HELD BY MARSHALL COUNTY; RESOLUTION 2021-123 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2019 FORD EDGE FROM JENSEN FORD FOR THE PRICE OF \$34,899.00 FOR USE IN THE POLICE DEPARTMENT AS A DETECTIVE VEHICLE AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY, AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD, OF A 2011 DODGE NITRO FOR \$7,500.00 AND A 1992 CHEVROLET CARGO VAN FOR \$900.00; RESOLUTION 2021-124 APPROVING CONTRACT CHANGE ORDER #3 FOR THE E MERLE HIBBS EXTENSION; RESOLUTION 2021-125 ACCEPTING THE OFFER FROM IOWA RIVER HOSPICE INC FOR CITY OWNED LOTS IN THE VIEJO BLUFFS FIRST ADDITION; RESOLUTION 2021-126 APPROVING TEMPORARY EASEMENT ACQUISITION FOR THE DERECHO DAMAGED DEBRIS REMOVAL PROJECT #SMW21001; RESOLUTION 2021-127 APPROVING THE AMENDMENT OF THE COMPREHENSIVE PLAN OF 2030, CHANGING PARCEL 8418-01-305-005 TO HIGH DENSITY RESIDENTIAL; RESOLUTION 2021-128 SETTING A PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION OF 2430 233RD STREET, MARSHALLTOWN, IA 50158; RESOLUTION 2021-129 AWARDDING THE BID FOR THE DEMOLITION OF FOUR PROPERTIES TO LANSING BROTHERS CONSTRUCTION CO. INC. AT A COST OF \$85,850.00. Motion carried 6-0.

MOTIONS

Motion by Gowdy, second by Isom to APPROVE NEW CLASS C LIQUOR LICENSE - MAMA DIGRADO'S PASTA & PIZZA, 2500 S CENTER ST. Motion carried 5-1, Hoop dissenting.

Motion by Ladehoff, second by Isom to APPROVE NEW CLASS C LIQUOR LICENSE - VETERANS MEMORIAL COLISEUM, 20 W STATE ST. Motion carried 5-1, Hoop dissenting.

RESOLUTIONS

Motion by Isom, second by Gowdy to adopt RESOLUTION 2021-130 APPROVING AN AGREEMENT WITH BOLTON AND MENK FOR THE COMPLETION OF A FEDERAL RAISE GRANT APPLICATION FOR THE HIGHWAY 14/NORTH 3RD AVENUE CORRIDOR IMPROVEMENTS. Jessica Kinser, City Administrator advised this grant is for transportation projects in areas of poverty. The application is due 7/12 for an \$8-9 million award, with an anticipated award date of 11/22. Motion carried 6-0.

Motion by Ladehoff, second by Isom to adopt RESOLUTION 2021-131 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 2021 TRAIL IMPROVEMENTS, PROJECT #TRL21001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$495,872.00. Geoff Hubbard, Parks & Recreation Director, advised Construct had the low bid to pave from Mega 10 to the covered bridge and from Main St to Marion St which is about 1.75 miles of trails. Motion carried 6-0.

Motion by Gowdy, second by Ladehoff to adopt RESOLUTION 2021-132 REJECTING ALL BIDS FOR THE ANSON PARK SHELTER RENOVATION, PROJECT #PRK20001 IN THE CITY OF MARSHALLTOWN, IOWA. Geoff Hubbard, Parks and Recreation Director advised the bids for this project came in higher than the estimate so he would like to reject all bids. He will bring forward a revised plan for the shelter or other possible uses for the funding. Motion carried 6-0.

Mayor Greer opened a public hearing at 5:46 pm for ADOPTING THE BUDGET AMENDMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2021. Diana Steiner, Finance Director advised the amendment increases revenues by \$15.5 million and increases expenditures by \$18.4 million. The difference is due to derecho expenses that have not been reimbursed by FEMA yet. This does not affect the property tax levy. Mayor Greer closed the public hearing at 5:47 pm. Motion by Thompson, second by Isom to adopt RESOLUTION 2021-133 ADOPTING THE BUDGET AMENDMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2021. Motion carried 6-0.

ORDINANCES

Motion by Gowdy, second by Martin to adopt the third reading of ORDINANCE 15018 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY DESIGNATED AS SECTION A OF THE MARSHALLTOWN URBAN RENEWAL AREA NO. 6, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA. Motion carried 6-0.

Motion by Martin, second by Isom to adopt the third reading of ORDINANCE 15019 ESTABLISHING A VACANT PROPERTY CODE. Councilor Thompson has some legal concerns and would like to discuss this ordinance further with Housing & Community Development Director, Michelle Spohnheimer. Motion by Thompson to table the third reading until the 6/14 meeting, motion failed due to no second. Original motion to adopt the ordinance carried 5-1, Thompson dissenting.

Motion by Isom, second by Gowdy to adopt the third reading of ORDINANCE 15020 TO AMEND CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, SECTIONS 52.029 CONCERNING WASTEWATER RATES. Alicia Hunter, City Clerk noted a typo in the rate for TKN per pound for 2022 on the wastewater rate table – c.) TKN per pound should be 0.394, not .0394. Motion carried 6-0.

Mayor Greer opened a public hearing at 5:54 pm for ORDINANCE 15021 APPROVING THE REZONING OF PARCEL 8318-01-305-005 TO R-5 HIGH DENSITY RESIDENTIAL DISTRICT. Michelle Spohnheimer, Housing & Community Development Director, advised the developer is planning to build multi-family housing on this parcel requiring the rezoning and is requesting a waiver of the third reading. Mayor Greer closed the public hearing at 5:56 pm. Motion by Thompson, second by Isom to adopt the second reading and waive the third reading of ORDINANCE 15021 APPROVING THE REZONING OF PARCEL 8318-01-305-005 TO R-5 HIGH DENSITY RESIDENTIAL DISTRICT. Motion carried 6-0.

DISCUSSION

Jessica Kinser, City Administrator advised the City of Marshalltown contract with the Marshalltown Area Chamber of Commerce for tourism and marketing services expires on June 30, 2021. Jessica disclosed she is a member of the Chamber Board. Andrew Potter, Marshalltown Area Chamber of Commerce gave a presentation on the services the Chamber provides. Councilor Thompson would like to see this contract put out to bid or have an in-house position. Jessica Kinser advised this is a long-standing contract that has been in place since hotel/motel tax was implemented and there are services provided specific to the Chamber but the contract could be revised if the council wishes to put it out to bid. Motion by Thompson to put the contract out to bid, the motion failed due to no second. Motion by Martin, second by Isom to bring forward a one-year agreement for 67% of hotel/motel tax. Motion carried 4-2, Hoop and Thompson dissenting.

Jessica Kinser, City Administrator reported that Glenwood Marshalltown LLC's development off of West Merle Hibbs includes a triangular parcel where they would like to develop housing on 4 lots. The developer and McClure Engineering have determined it is not feasible to extend sanitary sewer to that parcel due to project costs of \$271,000. They requested the city consider including this as part of the public infrastructure since any use of the parcel would require it to be completed. Developing a city park was discussed which would require restrooms. Councilors feel this is an investment worth pursuing. Motion by Ladehoff, second by Martin to amend the development agreement to include extending the sanitary sewer to this parcel at a max of \$271,000 paid for by the sanitary sewer fund. Motion carried 6-0.

Jessica Kinser, City Administrator presented follow-up information from the 5/10 meeting regarding the infrastructure request for S. 7th Avenue. Heather Thomas, CGA, considered the feedback from the last meeting and developed a new concept for the road at the reduced cost of \$820,000. Jessica Kinser advised this project would not qualify for American Rescue Funds. Public comment: Ryan with HCI advised they want to have the first building open and occupied in 6 months so building the street is critical. Motion by Isom, second by Ladehoff to issue a development agreement for the 6/14 meeting. Motion carried 6-0.

Michelle Spohnheimer, Housing & Community Development Director, presented the structural report for the city-owned property at 101 W Main St, formerly known as Purple Cherry. The roof has significant damage and is a total loss. The 2nd floor is failing, the northern 3rd of the building is not structurally salvageable. Staff is waiting for the asbestos inspection report. This property is not eligible for FEMA funding. There is a common wall with the antique store. Councilors would like estimates on saving what structure is salvageable and to also gauge any interest from developers for an empty lot if it is demolished.

Councilor Thompson presented a discussion on potentially reducing the Marshalltown Public Library's FY22 budget since the Library Board has decided to keep the library closed on Saturdays. This is a 27% reduction in contact hours and the taxpayers approved the levy for the library to provide enhanced services 7 days a week. Councilor Ladehoff advised he does not equate hours open to services provided and does not support a reduction. Public comment: Maureen Lyons, Library Board member, advised the board is implementing a plan to reopen on Saturdays. Joa Laville, Youth Services Manager, advised they will reopen on Saturdays 7/10 and after Labor Day, hours will be expanded to meet accreditation. Judy Lindholm, Library Board member, commented the board wants to move forward and appreciates public input. Sarah Rosenblum, Library Director, advised when the levy passed it did include expanded hours and outreach, while not receiving budget increases other than for staffing. They do want to be responsive and appreciate the input. Jeff Hutton, 1810 S 3rd St, representing the Friends of the Library, feels the library is a touchstone of the community and they are providing expanded services and a budget reduction would impact the community. Tonya Gaffney, Library Board President, and educator at Lenihan Intermediate applaud library staff for moving the Emerge Program online which used to take every 6th grader to the library every month. Jessica Kinser advised FY22 budget reviews for all departments will be done in June. The council took no action.

Jessica Kinser, City Administrator, provided a presentation on the American Rescue Plan. The City of Marshalltown is estimated to receive \$3.7 million with the first payment in May 2021 and the second payment in May 2022. Funding should focus on Qualified Census Tracts which Marshalltown does not have so we will focus on poverty rates. Funding can include Premium Pay for essential workers, Revenue Loss which is estimated at \$240,930 FY22, \$711,816 FY23, \$1,202,008 FY24, Investments in Infrastructure to include water, sewer, and broadband, and Public Health and Economic Impacts such as behavioral health care, and disparities in public health outcomes. A discussion was held on general fund revenue replacement, infrastructure projects for the Edgewood Stormwater Regional Detention Basin and State Street Water and Sewer Replacement, the behavioral health care program MPACT and additional funding for our HUD Lead Hazard Program, economic impact projects to assist low to moderate-income households through a neighborhood beautification program or affordable housing development. Greg Broussard, Bolton & Menk, provided an update on the Edgewood Extension and Stormwater Regional Detention Basin for \$813,000. Jessica Kinser advised Marshall County is estimated to receive \$7 million in funding and councilors would like to see some partnership on projects. Councilors expressed interest in funding MPACT, neighborhood beautification, sewer replacement, and LMI housing development. Jessica Kinser asked if they would like to informally include the Edgewood stormwater project so she can notify EDA, there were no objections to this.

PUBLIC COMMENT

Jerry Duder, 1703 S 3rd St, commented on the TR article about changing the one-way streets to two-way in the downtown area and the cost associated with it. He cited a letter to the editor that referenced a city-wide survey that citizens were opposed to changing. He would like the city to increase transparency on street repair schedules and publish a list for the taxpayers.

Joa Laville, 103 N 15th St, attended an event at West End Park and is thankful for the city and council support of the 13th St District. She also expressed support of the MPACT program and has had positive experiences working with them at the library.

The meeting adjourned at 8:09 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter
Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 06/14/21

Advertising

Lynch.Dallas.PC/1	161.51
Trending.Media/2	190.00

Buildings/Improvements

Nagle,Signs/1	11,811.27
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Consulting & Professional Fees

AHLERS.COONEY/3	1,481.00
Bernie.Lowe/2	239.25
Bernie.Lowe.Asc/1	345.71
Bolton&Menk.Inc/5	10,901.50
CGA.Assoc/6	17,032.25
Construct/1	244,212.30
Health.Partners/2	26,480.23
I.L.E.A./1	150.00
Iowa.One.Call/4	675.20
Kendig Keast/1	7,850.25
Lynch.Dallas.PC/3	4,012.50
MarshallCo.Abst/1	125.00
McClure.Engrg/1	4,125.00
Stanley.Consult/1	4,402.00
WHKS.Co/1	822.00

Contracts

AAA.Septic/2	330.00
AllianceMarshal/1	3,000.00
Aramark.Unfrm/3	67.19
ARL/1	4,333.37
BDH/11	8,177.84
Bennetts Tree/1	164,780.00
Bjelland.Plmbg/7	22,609.64
Chamber.Commerc/1	54,258.52
Construct/2	220,135.94
DENCO/1	30,780.40
Fisher.Comm.Ctr/1	8,333.37
Garling.Constr/1	3,325.00
Hanke,R/2	416.39
HANSEN,J/3	1,851.00
Hansen,S/1	1,968.00
Impact.7G.Inc/2	6,030.00
Iowa.One.Call/2	212.40
Jensen.Inc/3	26,499.00
Koch.Office/2	40.46
Ledford,M/1	375.00
Marsh.Co.Landfi/8	577.40
Nikkel.Associat/2	35,497.50
Ohalloran.Inter/4	140,457.00
Premier.Equip/2	158.40
Region 6/2	22,943.00
RICOH.USA.INC/4	135.79
SAFETY.KLEEN/1	257.85
Schendel.Pest.C/2	87.50
Servicemaster/1	805.00
Sje.Rhombus/1	1,483.20
Sterling.Fire/2	246.25
Stone.Sanit/7	2,280.14
TOMETICH.ENGR/1	1,800.00
Tuttle.Plmbg/1	573.13

Union Pac RR Co/1	352.83
Vieth.Construct/1	259,274.90
Xerox.Corp/1	37.61

Debt Service

CRBT/2	8,707.57
IA.Finance.Auth/2	176,304.33

Land & Improvements

PettyCash/1	1.00
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Medical

Bernie.Lowe/2	1,932.18
HARTFORD.ACCTS/1	6,642.45
Health.Partners/12	250,382.05
Hunterland LLC/2	733.86
Occ.Med.Plus/2	230.00
Unity.Point.Clc/5	420.00

Payroll.Net

Payroll/2	616,807.98
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Refund/Reimbursed

Bolar, Zachary/1	54.84
Buffington,D/3	932.00
CATRON,J/1	31.33
DeRuiter,K/1	44.35
Dunn,M/1	58.51
Garcia,A/1	31.33
GOODING.B/1	851.07
Hunt, Rod/1	82.35
MILLER,L/1	33.70
Petersen,Kim/1	21.60
Salazar,Marisol/1	32.52
Songkhamdet,S/1	53.53
Witte,J/1	41.18

Rents/Leases

Ackley.Housing/4	640.00
ALCALA,R/1	184.00
AMES,STEVEN/21	6,168.00
Arlington.Inves/1	164.00
Bahr,Larry/1	271.00
Barnes,L/2	535.00
BJ&J.LLC/1	254.00
BLOOD,A/2	706.00
Borota,K/2	592.00
BOULDER.COOP.HS/3	948.00
Brodin,C/1	132.00
Brown,B/2	794.00
Bryngelson.Corp/1	327.00
Buckaroo.LLC/2	712.00
Bunch, John/1	278.00
Burr,Robert/2	710.00
Charlier,Q/1	133.00
Chedester,James/1	210.00
Chilton,M/1	450.00
CIRSI/9	824.00
CMHC.INVEST/1	247.00
DC Brown Rental/1	207.00
DodgeCo Housing/1	384.00
Double.D.Entrp/1	423.00

BILL LIST 06/14/21

Eakin,R/1	182.00	River.Oaks/9	3,763.00
ECKLOR,S/3	759.00	Rush,R/1	267.00
Elwayne.Inc./3	961.00	S.E.Invst/1	356.00
EPM IA LLC/2	541.00	Schmidt,M/1	159.00
Etter, W/1	482.00	SCOTT,L/1	434.00
Eubanks,C/3	818.00	SESKER,R/1	182.00
Frese.Propts/3	817.00	Specht,D/1	164.00
Friendly.Valley/4	544.00	Specht,G/1	259.00
Gonzales,G/1	528.00	Squire,B/1	194.00
Gossard.Mobile/1	284.00	SS & R Prop/1	132.00
Grant.Park.LLC/18	4,718.00	Steelsmith,G/3	696.00
Gray,D/1	471.00	Stone, Sarah/1	491.00
Hala,J/3	866.00	Sunrise.Apt/2	127.00
HARRIS,T/1	324.00	Switzer,T/2	793.00
Hatch,J/1	475.00	Tallcorn.Tower/21	5,521.00
Hatch,R/5	1,855.00	Titus,T/2	459.00
HESSENIUS,R/2	281.00	TOWN.APARTMENT/3	288.00
Hilltop.Village/5	768.00	VanVoorst,M/1	261.00
HOBSON,W/1	154.00	VC.Investment/7	1,579.00
Hodges,K/1	294.00	VEST,L/1	43.00
Hsg.St.Cloud/1	462.00	Weatherly.Erin/2	954.00
HUBBARD.MAPLE/2	366.00	Worent.Inc/1	254.00
Ibarra,S/1	143.00	ZA.Properties/1	495.00
Iowa.PheasantAp/4	1,083.00	ZMOLEK,M/1	250.00
Jared,S/1	162.00	Service/Repairs	
JB.I.COOP.Assn/2	431.00	7 Rayos/1	3,009.38
JDL.Rental.Coop/1	845.00	AceK9.com/1	168.00
Johnson,S/1	550.00	Airgas.U.S.A./1	55.01
Judge,M/5	1,994.00	Aponte,M/1	27.00
Klinefelter,R/1	450.00	Atcher,R/1	2,985.00
Kramer,M/1	119.00	Background.Inv./1	250.95
LAWSON,R/2	284.00	BDH/1	344.00
Lawthers.Prop.M/2	717.00	Century.Link/80	1,568.30
LBO Investments/1	360.00	Cidon-Moreira,J/1	105.00
Lopez, Jaime/1	370.00	Danner,M/1	7.00
LUENSE,B/7	2,771.00	Davis TilingLLC/1	3,500.00
Mansager, C/1	175.00	DodgeCo Housing/1	49.74
Manship,W/1	825.00	Electric.Pump/2	1,561.60
Marion.Manor2/1	559.00	Fexsteve Ltd Co/2	27,025.00
Marshalltown.Sr/1	394.00	FIRSTNET.ATT/14	863.04
Miller,P/1	148.00	Gale-Hazen,K/1	165.00
Moore, Michelle/1	517.00	Grewell Lawn/1	1,500.00
Mtwn/Westown/23	4,675.00	Heart.of.Iowa/13	3,716.39
MURPHY,P/1	188.00	Hsg.St.Cloud/1	49.74
Nelson,L/2	610.00	Ia.Div.Labor/1	80.00
North.Tama.Hsg/2	307.00	IbarraDiaz,Jose/1	950.00
Oetker,D/5	1,053.00	Kapaun.Brown/2	298.00
Optimal Life/1	34.00	Language.Line.S/1	874.19
Palisade.Holdng/1	143.00	Lynch.Dallas.PC/1	345.00
Park.Elms,LLC/1	132.00	Manneh, Nancy/1	43.00
Pilot.Creek/1	152.00	Marsh.Co.Treas/2	727.00
Pizano, Serio/1	507.00	McAtee.Tire/5	399.00
Premier.RE.Mgmt/6	3,213.00	Mello, Allison/1	29.00
RD.Toledo,LLP/2	785.00	Midwest.Radar/1	520.00
Ream,AJ/1	415.00	Moran-Million,J/1	33.00
Reed,T/6	2,255.00	Mtwn.Wtrwrks/3	8,563.18
River.Birch/7	3,014.00	Mustaine's Tow/1	134.00

BILL LIST 06/14/21

Occ.Med.Plus/2	402.00	Nutrien.Ag.Sol/1	798.00
ONE.SOURCE/3	45.00	Office.Express/4	948.70
Perry, Sarah/1	105.00	Ohalloran.Inter/2	2,599.23
PettyCash/5	2.75	Park,K/1	2,098.00
Plumb.Supply/1	-667.57	Parker,Susan/1	1,775.00
Pro-Line Bldgs/2	8,800.00	PettyCash/2	14.00
QMG.Inc./1	464.38	Plumb.Supply/3	930.73
Rangemaster.Tra/1	895.00	Premier.Equip/1	165.91
Scharnweber.Wtr/1	27.00	Reliant.Fire.Ap/1	1,627.00
Sierra, Glorivy/1	34.00	Sandry.Fire.Sup/1	148.20
Slifer Solution/2	2,100.00	SE.Jones.Indust/1	228.00
Sterling.Fire/1	140.00	Sho.Biz Inc/1	3.18
Stone.Sanit/1	1,033.65	ShoBiz,Minutema/3	1,795.50
T.S.Y.S./2	276.08	Sign.Creations/3	1,620.00
Wilson, Ranae/1	13.00	STAPLES/1	613.02
WRH Inc/1	139,785.72	Steiner,D/1	265.00
Supplies/Parts		Sterling.Fire/1	420.00
Acco.Unlimited/2	1,368.00	Streichers.Inc/2	760.00
Adland.Engrvg/5	1,342.70	Sunset.Law.Enf/1	476.20
Airgas.U.S.A./4	332.05	Tags.Screen.Prt/1	271.20
Arnold.Motor.Su/17	897.95	Thiesens.Supply/9	1,004.42
Atlantic.Bottli/1	1,624.22	Thompson.Tr.V/1	8.36
BDH/9	15,903.93	Tnemec.Co/2	1,318.01
Bituminous.Mat/1	306.81	Tri.State.Lock/1	38.00
Bowermaster,D/1	39.38	Tritech Foren/2	300.80
Brown.Supply.Co/3	3,296.00	USS.Polaris/2	296.78
Browns.Shoe.Fit/3	387.00	Vajgrt.R/3	195.00
Cessford.Constr/6	5,849.76	Vanwall Equip/4	1,717.02
City.Laundering/10	670.70	WW.Grainger/5	846.03
Clarke.Mosquito/2	143.38	Zero9.Holsters/2	162.91
Cntrl.IA.Distr/1	755.00	Transfer Out	
Cntrl.IA.Farm/1	79.00	McAtee.Tire/1	6.80
Concrete/3	1,438.00	Utilities	
CORE.MAIN.LLP/1	31.52	Alliant.Energy/61	33,272.26
Cummins.Service/6	192.94	I.R.U.A./1	154.86
Diamond.Vogel/2	1,898.25	Mtwn.Wtrwrks/1	970.49
Electric.Pump/3	11,715.75	WoodRiver.Enrgy/5	3,083.51
Eurobins.Test/1	88.20	Wage Assignment	
Fastenal.Co/9	593.34	American.Educa./2	128.82
Fire Serv Trn/1	50.00	Collection.Svs./12	3,323.34
Galls.LLC/6	201.42	Colonial.Life/4	867.00
Gervich.Sons/2	387.20	Family Sup Pay/2	304.62
Gillig.LLC/3	656.66	Fidelity.Securt/4	904.52
Graymont.Lime/1	4,895.05	I.M.W.C.A/1	18,175.00
Hawkeye.Truck/1	560.00	I.P.E.R.S./9	80,271.96
HEITMAN,P/1	50.07	I.R.S./12	172,125.19
IA.Park.Rec.Ass/1	80.00	IA.Treasurer/6	35,409.00
Interstate Batt/2	469.80	ICMA.457/21	37,563.83
Jensen.Inc/3	623.17	Linn.Co.Sheriff/2	574.65
Johnson.Lawn/1	426.00	M.F.P.R.S.I./4	123,634.19
Kapaun.Brown/1	90.00	Polk.Co.Sheriff/2	526.19
Keystone.Lab/1	64.00	TotalAdmin.Serv/7	7,916.85
Lewis,C/1	157.99	United.Way/4	1,017.96
Menards/7	199.49	Zero9.Holsters/1	19.39
Midland.Scienti/8	1,756.41	Total/995	3,325,546.01
Napa.Auto/4	87.53		
Northern.Lights/3	3,059.46		

BILL LIST 06/14/21

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	BROWNS SHOE FIT CO	PD employee boots	\$ 135.00
001.1010.5132.000	GALLS LLC	mirage ulta duty belt	\$ (48.99)
001.1010.5132.000	GALLS LLC	Nike field boot	\$ (158.10)
001.1010.5132.000	GALLS LLC	serving since black letters	\$ 18.77
001.1010.5132.000	GALLS LLC	riot agent filter pack	\$ 172.71
001.1010.5132.000	HEITMAN, PAUL	Police gear	\$ 50.07
001.1010.5132.000	Tritech Forensics	Forensic supplies	\$ 159.91
001.1010.5132.000	Zero9 Holsters	portable radio cases	\$ 63.01
001.1010.5132.000	Zero9 Holsters	radio and bodycam cases	\$ 99.90
001.1010.5230.000	ILEA	Evaluation MMPI on 5/19/21	\$ 150.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	monthly pest control	\$ 45.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Police Dept backup 4500 Veeam and recovery	\$ 38.80
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
001.1010.5359.000	Mustaines Towing & Recovery	PD impound vehicle	\$ 134.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD Ford wheel alignment	\$ 85.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 504 tire repair	\$ 30.00
001.1010.5410.000	MIDWEST RADAR & EQUIPMENT	radar certifications	\$ 520.00
001.1010.5410.000	Rangemasters Training Center	repairs and maintenance on guns	\$ 895.00
001.1010.5410.000	STERLING FIRE & SAFETY INC	portable fire extinguisher recharges	\$ 140.00
001.1010.5431.000	LANGUAGE LINE SERV INC	over the phone interpretation services	\$ 874.19
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 108.33
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5460.000	Parker, Susan	May 14th workshop	\$ 1,775.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD car air filters	\$ 12.82
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD car cabin air filter	\$ 6.41
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 521 brakes and rotors	\$ 396.19
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	#505 multi function relay switch	\$ 15.19
001.1010.5565.000	Interstate Batteries of Upper Iowa	battery for old under cover vehicle	\$ 115.95
001.1010.5565.000	JENSEN INC	PD 517 compressor assy	\$ 583.64
001.1010.5570.000	BOWERMASTER, DANE M	gas for surveillance	\$ 39.38
001.1010.5600.000	OFFICE EXPRESS	PD soap	\$ 224.40
001.1010.5600.000	OFFICE EXPRESS	PD sanitizer supplies	\$ 643.56
001.1010.5600.000	OFFICE EXPRESS	PD coffee, creamers, calculator tape	\$ 31.43
001.1010.5600.000	OFFICE EXPRESS	PD office supplies	\$ 49.31
001.1010.5600.000	Tritech Forensics	Forensic supplies	\$ 140.89
001.1010.5601.000	ADLAND ENGRAVING CO INC	MPD Employee of the year plaque	\$ 67.00
001.1010.5610.000	SUNSET LAW ENFORCEMENT	ammuniition	\$ 476.20
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	\$ 20.29
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$ 100.00
001.1050.5132.000	BROWNS SHOE FIT CO	Fire Dept employee boots	\$ 117.00
001.1050.5132.000	GALLS LLC	Fire Dept employee clothing	\$ 124.99
001.1050.5132.000	GALLS LLC	Fire dept employee clothing	\$ 92.04
001.1050.5132.000	SANDRY FIRE SUPPLY LLC	Firefighting gloves	\$ 148.20
001.1050.5132.000	SIGN CREATIONS	Fire dept reflective vinyl for shield	\$ 9.00
001.1050.5132.000	TAGS SCREEN PRINTING	Fire dept tee shirts	\$ 271.20
001.1050.5344.000	BDH INFORMATION TECHNOLOGY LLC	set up replacement monitor for Fire Marshall	\$ 173.00
001.1050.5344.000	STERLING FIRE & SAFETY INC	ABC recharge of fire extinguisher	\$ 60.00
001.1050.5410.000	PLUMB SUPPLY	Mr Steam element for FD	\$ (667.57)
001.1050.5410.000	QMG Inc	Fire Dept glass repair from 1st Avenue	\$ 464.38
001.1050.5413.000	RELIANT FIRE APPARATUS inc	changes to Pierce Aerial platform truck	\$ 1,627.00
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 39.39
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5460.000	Fire Services Training Bureau	Fire office training	\$ 50.00
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	Fire dept front and rear floor liners	\$ 205.70
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 174 filters	\$ 49.25
001.1050.5565.000	Lewis, Christopher	Fire dept boat motor repair	\$ 157.99
001.1050.5565.000	SIGN CREATIONS	FD trailer reflective vinyl	\$ 961.00
001.1050.5565.000	SIGN CREATIONS	FD reflective vinyl	\$ 650.00

001.1050.5600.000 STAPLES BUSINESS CREDIT	Fire dept cleaning supplies	\$	613.02
001.1070.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.1070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.1071.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5261.000 STONE SANITATION	City Clean up day	\$	1,033.65
001.1075.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.1075.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.1090.5331.000 ANIMAL RESCUE LEAGUE	June 2021	\$	4,333.37
001.1099.5342.000 STONE SANITATION	Police & Fire Bldg	\$	118.78
001.1099.5347.000 BDH INFORMATION TECHNOLOGY LLC	FortiGate protection8/7/21-8/6/22 Police/Fire/911	\$	2,000.00
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$	2,130.14
001.1099.5481.000 ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$	5,250.56
001.1099.5482.000 ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$	208.50
001.1099.5482.000 WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	855.02
001.2020.5132.000 BROWNS SHOE FIT CO	PD employee boots	\$	135.00
001.2060.5344.000 RICOH USA INC	Engineering color copies	\$	24.18
001.2060.5344.000 RICOH USA INC	Engineering BW copies	\$	8.08
001.2080.5481.000 ALLIANT ENERGY	2651 170th St Runway lights	\$	101.07
001.2080.5483.000 Iowa Regional Utilities Association	Airport water usage	\$	154.86
001.2090.5220.000 MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$	261.95
001.2095.5616.000 CLARKE Mosquito Control Products Inc	granule bags of natular	\$	(660.80)
001.2095.5616.000 CLARKE Mosquito Control Products Inc	flush solenoid assy	\$	804.18
001.4010.5151.000 Occupational Medicine Plus PC	pre employment physicals	\$	179.00
001.4010.5215.000 TSYS	-36 Library credit card transaction fees	\$	65.60
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library	\$	633.13
001.4010.5450.000 CENTURYLINK	Library Analog Backup Lines	\$	81.32
001.4010.5450.000 CENTURYLINK	ALL PHONE LINES	\$	19.70
001.4010.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5481.000 ALLIANT ENERGY	Library - 105 W Boone St	\$	2,523.89
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078	\$	316.16
001.4030.5342.000 AAA SEPTIC SERVICE INC	West End Park toilet rentals	\$	235.00
001.4030.5342.000 ARAMARK UNIFORM SERVICES INC	mops and towels	\$	21.82
001.4030.5342.000 ARAMARK UNIFORM SERVICES INC	mops and towels	\$	21.82
001.4030.5342.000 ARAMARK UNIFORM SERVICES INC	mops and towels	\$	23.55
001.4030.5342.000 SCHENDEL PEST CONTROL INC	Riverview Park Comm Bldg services	\$	42.50
001.4030.5342.000 STONE SANITATION	All park barrels	\$	848.58
001.4030.5344.000 AAA SEPTIC SERVICE INC	6th St complex pump concession stand grease trap	\$	95.00
001.4030.5386.000 Atcher, Robert	April and May 2021 contracted Park mowing	\$	2,985.00
001.4030.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.4030.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5481.000 ALLIANT ENERGY	802 S 3rd St Skate Park	\$	16.04
001.4030.5481.000 ALLIANT ENERGY	311 E ANSON ST PARK	\$	38.26
001.4030.5481.000 ALLIANT ENERGY	915 S 4th Ave Anson Park	\$	23.66
001.4030.5481.000 ALLIANT ENERGY	BROADMORE Assistance League	\$	13.87
001.4030.5481.000 ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	16.53
001.4030.5481.000 ALLIANT ENERGY	HIGHLAND ACRES RD	\$	21.79
001.4030.5481.000 ALLIANT ENERGY	500 Plaza Hts Rd	\$	38.23
001.4030.5481.000 ALLIANT ENERGY	KIWANIS PARK	\$	58.12
001.4030.5481.000 ALLIANT ENERGY	220 N 13th St Rest room	\$	49.44
001.4030.5481.000 ALLIANT ENERGY	N 13th St	\$	41.27
001.4030.5481.000 ALLIANT ENERGY	407 Marion St	\$	25.02
001.4030.5565.000 VANWALL EQUIPMENT INC	Parks dept mower parts	\$	428.62
001.4030.5612.000 BDH INFORMATION TECHNOLOGY LLC	Parks front computer	\$	105.00
001.4030.5703.000 BDH INFORMATION TECHNOLOGY LLC	Parks- set up replacement computers	\$	48.44
001.4040.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	3 applicants	\$	15.00
001.4040.5358.000 Cidon-Moreira, Jessica	classes 5/15-6/05	\$	105.00
001.4040.5358.000 GALE-HAZEN, Karen A	classes 5/15-6/05	\$	165.00
001.4040.5358.000 Perry, Sarah	Classes 5/15-06/05	\$	105.00

001.4040.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.4040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5600.000 ADLAND ENGRAVING CO INC	volleyball plaques	\$	41.85
001.4041.5613.000 ADLAND ENGRAVING CO INC	Parks summer blast tee shirts	\$	1,065.35
001.4041.5613.000 ADLAND ENGRAVING CO INC	Parks blastball lime tshirts	\$	159.00
001.4041.5980.000 Buffington, Darci	Summer blast refunds	\$	817.00
001.4045.5216.000 Background Investigation Bureau LLC	Parks 21 applicants	\$	250.95
001.4045.5251.000 IOWA DIVISION OF LABOR SERVICES	Aquatic Center inspections	\$	80.00
001.4045.5342.000 MARSHALL COUNTY LANDFILL	appliance from pool	\$	10.00
001.4045.5344.000 HANKE, RICKIE L	Aquatic Center ice machine hook up	\$	95.00
001.4045.5344.000 Tuttle Plumbing & Heating	Aquatic Center water turn ons	\$	573.13
001.4045.5450.000 CENTURYLINK	ALL PHONE LINES	\$	19.70
001.4045.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000 CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$	127.65
001.4045.5460.000 IOWA PARK & RECREATION ASSN	Pool managers workshop	\$	80.00
001.4045.5481.000 ALLIANT ENERGY	Aquatic Center	\$	1,017.75
001.4045.5482.000 WoodRiver Energy LLC	SWIMMING POOL 7077	\$	1,286.78
001.4045.5600.000 THOMPSON'S TRUE VALUE	Parks 2x2 ZN steel ring	\$	8.36
001.4045.5607.000 ACCO UNLIMITED CORP	Pool liquid chlorinating solution	\$	410.40
001.4045.5607.000 ACCO UNLIMITED CORP	Pool liquid chlorinating solution	\$	957.60
001.4045.5611.000 PLUMB SUPPLY	Aquatic Center pump heaters	\$	842.69
001.4045.5611.000 PLUMB SUPPLY	90 degree elbow for Lazy River relief	\$	24.58
001.4045.5704.000 BDH INFORMATION TECHNOLOGY LLC	Malware protection- 6/24/21-6/26/22	\$	344.00
001.4045.5718.000 WW GRAINGER	Pool - electric winch	\$	316.54
001.4045.5980.000 Buffington, Darci	AC Season pass	\$	65.00
001.4045.5980.000 Buffington, Darci	Aquatic Swim lessons	\$	50.00
001.4060.5331.000 FISHER COMMUNITY CENTER	June 2021	\$	8,333.37
001.4065.5450.000 CENTURYLINK	Coliseum Backup Analog Lines	\$	81.32
001.4065.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.4065.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$	62.00
001.4065.5481.000 ALLIANT ENERGY	Coliseum	\$	3,125.98
001.4065.5482.000 ALLIANT ENERGY	Coliseum	\$	168.58
001.4065.5611.000 WW GRAINGER	Coliseum air filters	\$	153.24
001.4065.5611.000 WW GRAINGER	Air Filters for Coliseum	\$	82.80
001.5010.5342.000 STONE SANITATION	Central Business District May services	\$	200.00
001.5020.5410.000 7 Rayos Liquor Store	Facade grant 7 Rayos 120 E Main St	\$	3,009.38
001.5900.5331.000 MARSHALLTOWN CHAMBER OF COMMERCE	Tourism & Promotional Services	\$	54,258.52
001.6010.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5344.000 RICOH USA INC	City Clerk color copies	\$	68.27
001.6020.5344.000 RICOH USA INC	City Clerk BW copies	\$	35.26
001.6020.5360.000 City of Marshalltown-Petty Cash	Clerk postage	\$	0.45
001.6020.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5980.000 Bolar, Zachary	Parking tickets	\$	54.84
001.6021.5215.000 TSYS	Finance credit card transaction fees	\$	210.48
001.6021.5360.000 City of Marshalltown-Petty Cash	Accounts payable postage due 7/28/20	\$	0.30
001.6021.5450.000 CENTURYLINK	ALL PHONE LINES	\$	39.36
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5460.000 STEINER, DIANA E	Governmental Roundtable Conference	\$	265.00
001.6025.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5600.000 ADLAND ENGRAVING CO INC	Spohnheimer name tag	\$	9.50

001.6025.5600.000 City of Marshalltown-Petty Cash	HR City ID's 4/22/21	\$ 10.00
001.6040.5234.000 LYNCH DALLAS PC	Zoning	\$ 294.50
001.6040.5235.000 AHLERS & COONEY	labor relations	\$ 767.00
001.6040.5236.000 AHLERS & COONEY	labor relations	\$ 324.50
001.6040.5236.000 AHLERS & COONEY	general services	\$ 389.50
001.6050.5342.000 STONE SANITATION	City Hall	\$ 118.78
001.6050.5410.000 KAPAUN & BROWN INC	server room - -tighten fitting and add freon to AC	\$ 188.00
001.6050.5410.000 KAPAUN & BROWN INC	two roof top units on City hall not working	\$ 110.00
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$ 320.09
001.6050.5481.000 ALLIANT ENERGY	24 N Center St Municipal Bldg	\$ 119.48
001.6050.5600.000 WW GRAINGER	trash bags, bleach, all purpose cleaner	\$ 146.72
001.6050.5611.000 KAPAUN & BROWN INC	freon	\$ 90.00
001.6051.5481.000 ALLIANT ENERGY	Carnegie Bldg	\$ 781.73
001.6051.5482.000 ALLIANT ENERGY	Carnegie Bldg	\$ 269.30
001.6051.5600.000 WW GRAINGER	trash bags, bleach, all purpose cleaner	\$ 146.73
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$ 58.20
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	\$ 375.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/ Firus email filtering	\$ 75.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	open DNS enterprise monthly subscription	\$ 313.50
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time of hours	\$ 3,165.62
001.9000.7500.340 MCATEE TIRE SALES & SERVICE INC	PD Ford wheel alignment	\$ 6.80
030.1010.5718.000 STREICHER'S INC	Ballistic panel set vest	\$ 380.00
030.1010.5750.000 JENSEN INC	Trade in 2011 Dodge Nitro 1D4PU4GX2BW591030	\$ (7,500.00)
030.1010.5750.000 JENSEN INC	Trade in 1992 Chevrolet G10 2GCDG15Z2N4127506	\$ (900.00)
030.1010.5750.000 JENSEN INC	2019 Ford Edge	\$ 34,899.00
030.4030.5342.000 DENCO Highway Construction Corp	PDC Asphalt Rejuvenator Application	\$ 30,780.40
030.6070.5703.000 BDH INFORMATION TECHNOLOGY LLC	2 Laptops for Parks & Rec	\$ 1,684.70
030.6070.5703.000 BDH INFORMATION TECHNOLOGY LLC	4 PCs for Library Staff	\$ 3,315.76
030.6070.5703.000 BDH INFORMATION TECHNOLOGY LLC	4 PC's for Police Dept.	\$ 3,459.76
030.6070.5703.000 BDH INFORMATION TECHNOLOGY LLC	5 PC's for Fire Dept	\$ 4,144.70
110.2010.5132.000 CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 99.95
110.2010.5132.000 CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 99.95
110.2010.5132.000 CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 99.95
110.2010.5342.000 LEDFORD, MARVIN	tree removal 12 ST & Nevada	\$ 375.00
110.2010.5342.000 MARSHALL COUNTY LANDFILL	Street dept tires	\$ 213.00
110.2010.5342.000 MARSHALL COUNTY LANDFILL	Street dept tires	\$ 237.00
110.2010.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 24.20
110.2010.5342.000 MARSHALL COUNTY LANDFILL	car and truck tires	\$ 25.00
110.2010.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 25.30
110.2010.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 20.90
110.2010.5342.000 MARSHALL COUNTY LANDFILL	construction debris	\$ 22.00
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	used oil services	\$ 257.85
110.2010.5342.000 STONE SANITATION	Street Dept	\$ 118.78
110.2010.5344.000 KOCH Office Group	black and white copies	\$ 18.30
110.2010.5344.000 KOCH Office Group	color copies	\$ 22.16
110.2010.5380.000 AIRGAS USA, LLC	cylinder rentals	\$ 55.01
110.2010.5410.000 MCATEE TIRE SALES & SERVICE INC	Street dept pickup tire repair	\$ 30.00
110.2010.5410.000 MCATEE TIRE SALES & SERVICE INC	Street dept #31 install equilizers in front tires	\$ 169.00
110.2010.5410.000 Slifer Solutions	repair chain link fence	\$ 1,750.00
110.2010.5410.000 Slifer Solutions	repair chain link fence	\$ 350.00
110.2010.5450.000 CENTURYLINK	PW Analog 752-4388	\$ 48.79
110.2010.5450.000 CENTURYLINK	ALL PHONE LINES	\$ 9.85
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 55.04
110.2010.5481.000 ALLIANT ENERGY	1600 S Center St irrigation system	\$ 19.19
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 375.33
110.2010.5489.000 CITY LAUNDERING COMPANY	Street dept medicine cabinet safety supplies	\$ 175.40
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Truck #2 oil filter	\$ 10.14
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	truck #2 filters	\$ 29.82
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street Dept Ranger filters, plugs	\$ 21.39
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street Dept Ranger oil	\$ 18.44
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street Dept Ranger air filter	\$ 14.81
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	#30 vehicle hose clamp	\$ 5.27

110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	#66 vehicle filters	\$	44.87
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	hydraulic fluid	\$	20.14
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street dept vehicle #66 capacity v-belt	\$	17.58
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	#66 hydraulic filter	\$	20.14
110.2010.5565.000	HAWKEYE TRUCK EQUIPMENT INC	Street dept strobes to cab shield and spot light	\$	560.00
110.2010.5565.000	Interstate Batteries of Upper Iowa	Street Dept 3 - 1-MHD batteries	\$	353.85
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	Street Dept cooler charge air assembly	\$	1,931.66
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	Street Dept vehicle #30 full breather kit	\$	667.57
110.2010.5565.000	USS POLARIS	Street Dept Ranger drive belt, outer clutch cover	\$	270.58
110.2010.5565.000	USS POLARIS	Street dept flanged nut, airbox cover kit	\$	26.20
110.2010.5565.000	VANWALL EQUIPMENT INC	Street dept vehicle latch	\$	8.44
110.2010.5600.000	AIRGAS USA, LLC	carbon dioxide balance argon	\$	53.25
110.2010.5600.000	FASTENAL COMPANY	overpaid invoice	\$	(10.00)
110.2010.5600.000	FASTENAL COMPANY	Street dept 3/8" ribnuts	\$	7.00
110.2010.5600.000	FASTENAL COMPANY	Street dept 6" lazer	\$	6.29
110.2010.5600.000	GERVICH & SONS INC	Street dept tubes and flats of iron	\$	296.00
110.2010.5600.000	GERVICH & SONS INC	Street dept iron for gates	\$	91.20
110.2010.5600.000	MENARDS	wasp and hornet spray	\$	15.52
110.2010.5600.000	MENARDS	propane torch, paint and liner	\$	70.94
110.2010.5600.000	PLUMB SUPPLY	Street dept shop supplies	\$	63.46
110.2010.5600.000	TRI STATE LOCK SERVICE	keys -18th Ave site gate	\$	38.00
110.2010.5600.000	Vajgrt, Roger	brass ring for demo saw	\$	9.00
110.2010.5611.000	Johnson Lawn Care	PW front yard aeration	\$	426.00
110.2010.5611.000	STERLING FIRE & SAFETY INC	12 fire extinguishers	\$	420.00
110.2010.5618.000	BITUMINOUS MATERIALS & SUPPLY LLC	Street dept HFE-90 for pavement	\$	306.81
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	roadstone	\$	(11.85)
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	353.01
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	1,771.48
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	897.17
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	643.08
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	2,196.87
110.2010.5628.000	DIAMOND VOGEL PAINTS	white and yellow traffic paint	\$	408.75
110.2010.5628.000	DIAMOND VOGEL PAINTS	white and yellow traffic paint	\$	1,489.50
110.2010.5718.000	ARNOLD MOTOR SUPPLY LLP	Street dept radio remover tool	\$	9.79
110.2010.5718.000	FASTENAL COMPANY	Street Dept thread kit and rill bits	\$	209.45
110.2010.5718.000	MENARDS	safety hasp and metal cut offs	\$	23.71
110.2010.5718.000	MENARDS	steel 24" leaf rake	\$	12.99
110.2010.5718.000	SE Jones Industries Inc	Street Dept 9pc Torx set	\$	228.00
110.2010.5750.000	OHALLORAN INTERNATIONAL, INC.	2022 Int'l HV507 single axle truck chassis	\$	84,612.00
110.2010.5750.000	OHALLORAN INTERNATIONAL, INC.	Equipment from Hawkeye Truck quote 22889	\$	75,845.00
110.2010.5750.000	OHALLORAN INTERNATIONAL, INC.	#45 2004 GMC trade in allowance	\$	(7,000.00)
110.2010.5750.000	OHALLORAN INTERNATIONAL, INC.	#41 2008 Sterling trade in allowance	\$	(13,000.00)
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	\$	56.46
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	115.46
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	\$	23.47
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$	34.37
110.2030.5481.000	ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	\$	55.72
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	26.78
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	34.25
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	32.56
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	35.79
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	65.33
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	32.73
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	36.49
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	\$	37.67
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$	34.25
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$	26.25
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$	16,885.55
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	\$	107.60
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	\$	50.63
110.2030.5481.000	ALLIANT ENERGY	207 W Main St	\$	37.08
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	38.90
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	38.90
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	38.90

110.2040.5344.000 IOWA ONE CALL	July 2020 underground location services	\$	185.40
110.2040.5344.000 IOWA ONE CALL	April 2021 Electric underground locator services	\$	27.00
110.2040.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
110.2040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000 FIRSTNET-AT&T Mobility	691-1055 jetpak	\$	41.27
110.2040.5450.000 FIRSTNET-AT&T Mobility	750-1652 Electrical inspections	\$	30.33
110.2040.5450.000 FIRSTNET-AT&T Mobility	691-8546 Utility cellphone	\$	59.93
110.2040.5481.000 ALLIANT ENERGY	219 Westwood flashing lights	\$	21.74
110.2040.5481.000 ALLIANT ENERGY	E Anson St cnr 4th Ave	\$	21.74
110.2040.5481.000 ALLIANT ENERGY	5 N 5th St cnr State St	\$	21.74
110.2040.5481.000 ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	40.27
110.2040.5481.000 ALLIANT ENERGY	S Center St Cnr Hibbs	\$	34.31
110.2040.5481.000 ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	167.65
110.2040.5481.000 ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$	107.51
110.2040.5481.000 ALLIANT ENERGY	S CENTER ST CNR ANSON	\$	58.81
110.2040.5481.000 ALLIANT ENERGY	W High St & S 6th St	\$	24.73
110.2040.5481.000 ALLIANT ENERGY	S 1ST AVE & E ANSON	\$	49.59
110.2040.5481.000 ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$	30.30
110.2040.5481.000 ALLIANT ENERGY	W Meadowlane cnr Center	\$	34.62
110.2040.5481.000 ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$	76.10
110.2040.5481.000 ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$	42.06
110.2040.5481.000 ALLIANT ENERGY	Westwood Dr cnr Center	\$	30.79
110.2060.5351.000 Ibarra Diaz, Jose A	505 New Castle Rd curb and gutter repairs	\$	950.00
110.2060.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
110.2060.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000 FIRSTNET-AT&T Mobility	Engineering iPads	\$	247.62
110.2060.5450.000 FIRSTNET-AT&T Mobility	Engineering jetpaks	\$	165.08
110.2060.5450.000 FIRSTNET-AT&T Mobility	751-6094 Engineering Bateman cellphone	\$	44.93
110.2060.5450.000 FIRSTNET-AT&T Mobility	351-2550 Engineering GPS	\$	41.27
110.2060.5450.000 FIRSTNET-AT&T Mobility	750-5929 Engineering Justin cellphone	\$	45.21
110.2060.5565.000 NAPA AUTO PARTS	Engineering truck wiper blades	\$	10.73
121.5040.5230.000 Kendig Keast Collaborative	Zoning Ordinance Rewrite	\$	7,850.25
130.1010.5410.000 Pro-Line Bldgs	Police Storage Bldg repairs	\$	3,263.00
130.8016.5410.000 Pro-Line Bldgs	Sewer Barn repairs	\$	5,537.00
132.4030.5342.000 Alliance Marshall Co Arts & Culture	Pickleball Pocket Park-Sidewalk Poetry project	\$	3,000.00
132.5020.5331.000 Region 6 Resource Partners	2019 CDBG GRANT 500K + 25K SERVICES	\$	768.00
132.5020.5342.000 Region 6 Resource Partners	Gentry Const reimbursement	\$	22,175.00
140.4030.5718.000 KAY PARK-REC CORP	countour bench frames -recycled plastic	\$	2,098.00
142.4030.5344.000 HANKE, RICKIE L	Ball Diamond ice machine hook up	\$	321.39
142.4030.5344.000 STERLING FIRE & SAFETY INC	fire extinguishers annual inspections	\$	186.25
142.4030.5481.000 ALLIANT ENERGY	800 S 6TH ST	\$	339.76
142.4030.5562.000 CENTRAL IOWA FARM STORE INC	Parks tractor roller	\$	79.00
149.2010.5342.000 Bennetts Tree Service Inc	Terrace Hazardous Tree removals 50% draw	\$	164,780.00
151.1010.5718.000 STREICHER'S INC	Ballistic panel set vest	\$	380.00
152.1010.5342.000 SERVICEMASTER OF M'TOWN INC	PD enhanced cleaning of touch points	\$	805.00
153.1010.5280.000 AceK9.COM	cloud service 9/2020-9/2021	\$	168.00
153.1010.5601.000 Sho Biz Inc dba Minuteman	Back the Blue signs	\$	335.50
184.5030.5238.000 Dodge County Housing Authority	Dodge Co. Housing Authority60121	\$	49.74
184.5030.5238.000 Housing & Redevelopment Authority of St Cloud	St. Cloud HRA60121	\$	49.74
184.5030.5242.000 ACKLEY HOUSING INC	Housing Assistance Payment	\$	155.00
184.5030.5242.000 ACKLEY HOUSING INC	Housing Assistance Payment	\$	176.00
184.5030.5242.000 ACKLEY HOUSING INC	Housing Assistance Payment	\$	236.00
184.5030.5242.000 ACKLEY HOUSING INC	Housing Assistance Payment	\$	73.00
184.5030.5242.000 Alcala, Rigoberto	Housing Assistance Payment	\$	184.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	328.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	322.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	322.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	321.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	318.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	300.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	341.00

184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	361.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	350.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	347.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	282.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	245.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	214.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	202.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	168.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	42.00
184.5030.5242.000 AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000 Arlington Investments IA II	Housing Assistance Payment	\$	164.00
184.5030.5242.000 Bahr, Larry	Housing Assistance Payment	\$	271.00
184.5030.5242.000 Barnes, Lonnie	Housing Assistance Payment	\$	318.00
184.5030.5242.000 Barnes, Lonnie	Housing Assistance Payment	\$	217.00
184.5030.5242.000 BJ&J LLC	Housing Assistance Payment	\$	254.00
184.5030.5242.000 BLOOD, ALEX	Housing Assistance Payment	\$	337.00
184.5030.5242.000 BLOOD, ALEX	Housing Assistance Payment	\$	369.00
184.5030.5242.000 Borota, Kent	Housing Assistance Payment	\$	270.00
184.5030.5242.000 Borota, Kent	Housing Assistance Payment	\$	322.00
184.5030.5242.000 BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payment	\$	608.00
184.5030.5242.000 BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payment	\$	206.00
184.5030.5242.000 BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payment	\$	134.00
184.5030.5242.000 BRODIN, CHRIS	Housing Assistance Payment	\$	132.00
184.5030.5242.000 BROWN, BETTY	Housing Assistance Payment	\$	630.00
184.5030.5242.000 BROWN, BETTY	Housing Assistance Payment	\$	164.00
184.5030.5242.000 BRYNGELSON CORP	Housing Assistance Payment	\$	327.00
184.5030.5242.000 Buckaroo LLC	Housing Assistance Payment	\$	402.00
184.5030.5242.000 Buckaroo LLC	Housing Assistance Payment	\$	310.00
184.5030.5242.000 Bunch, John	Housing Assistance Payment	\$	278.00
184.5030.5242.000 Burr, Robert	Housing Assistance Payment	\$	370.00
184.5030.5242.000 Burr, Robert	Housing Assistance Payment	\$	340.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	96.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	58.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	102.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	102.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	112.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	121.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	92.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	77.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	64.00
184.5030.5242.000 Charlier, Quinten	Housing Assistance Payment	\$	133.00
184.5030.5242.000 Chedester, James	Housing Assistance Payment	\$	210.00
184.5030.5242.000 CHILTON, Michael	Housing Assistance Payment	\$	450.00
184.5030.5242.000 CMHC Investments LLC	Housing Assistance Payment	\$	247.00
184.5030.5242.000 DC Brown Rentals	Housing Assistance Payment	\$	207.00
184.5030.5242.000 Dodge County Housing Authority	Housing Assistance Payment	\$	384.00
184.5030.5242.000 DOUBLE D ENTERPRISE	Housing Assistance Payment	\$	423.00
184.5030.5242.000 EAKIN, Robert	Housing Assistance Payment	\$	182.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payment	\$	364.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payment	\$	353.00
184.5030.5242.000 Ecklor, Shane	Housing Assistance Payment	\$	42.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payment	\$	462.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payment	\$	303.00
184.5030.5242.000 ELWAYNE INC	Housing Assistance Payment	\$	196.00
184.5030.5242.000 EPM Iowa LLC	Housing Assistance Payment	\$	305.00
184.5030.5242.000 EPM Iowa LLC	Housing Assistance Payment	\$	236.00
184.5030.5242.000 ETTER, WILLIAM	Housing Assistance Payment	\$	482.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payment	\$	314.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payment	\$	298.00
184.5030.5242.000 EUBANKS, CHAD	Housing Assistance Payment	\$	206.00
184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payment	\$	243.00

184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payment	\$	255.00
184.5030.5242.000 FRESE PROPERTIES LLC	Housing Assistance Payment	\$	319.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payment	\$	137.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payment	\$	134.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payment	\$	76.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payment	\$	197.00
184.5030.5242.000 Gonzales, Gilbert	Housing Assistance Payment	\$	528.00
184.5030.5242.000 GOSSARD MOBILE HOMES INC	Housing Assistance Payment	\$	284.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	360.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	511.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	335.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	516.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	175.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	187.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	156.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	151.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	248.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	291.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	136.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	324.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	327.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	131.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	86.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	111.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	337.00
184.5030.5242.000 GRANT PARK LLC	Housing Assistance Payment	\$	336.00
184.5030.5242.000 GRAY, DENNIS	Housing Assistance Payment	\$	471.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payment	\$	214.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payment	\$	322.00
184.5030.5242.000 HALA, JANET	Housing Assistance Payment	\$	330.00
184.5030.5242.000 HARRIS, TOM	Housing Assistance Payment	\$	324.00
184.5030.5242.000 HATCH, JAMES	Housing Assistance Payment	\$	475.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payment	\$	172.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payment	\$	316.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payment	\$	316.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payment	\$	499.00
184.5030.5242.000 HATCH, Roger	Housing Assistance Payment	\$	552.00
184.5030.5242.000 HESSENIUS, ROBERT	Housing Assistance Payment	\$	162.00
184.5030.5242.000 HESSENIUS, ROBERT	Housing Assistance Payment	\$	119.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payment	\$	206.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payment	\$	196.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payment	\$	145.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payment	\$	116.00
184.5030.5242.000 HILLTOP VILLAGE INC	Housing Assistance Payment	\$	105.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	227.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	232.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	235.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	248.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	226.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	180.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	347.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	162.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	175.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	369.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	402.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	439.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	439.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	261.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	284.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	294.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	297.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	156.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	360.00
184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	99.00

184.5030.5242.000 HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$ 89.00
184.5030.5242.000 HOBSON, WILLIAM L	Housing Assistance Payment	\$ 154.00
184.5030.5242.000 Hodges, Kristin	Housing Assistance Payment	\$ 294.00
184.5030.5242.000 Housing & Redevelopment Authority of St Cloud	Housing Assistance Payment	\$ 462.00
184.5030.5242.000 HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payment	\$ 192.00
184.5030.5242.000 HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payment	\$ 174.00
184.5030.5242.000 Ibarra, Samuel	Housing Assistance Payment	\$ 143.00
184.5030.5242.000 Iowa Pheasant Apartments LLC	Housing Assistance Payment	\$ 309.00
184.5030.5242.000 Iowa Pheasant Apartments LLC	Housing Assistance Payment	\$ 305.00
184.5030.5242.000 Iowa Pheasant Apartments LLC	Housing Assistance Payment	\$ 268.00
184.5030.5242.000 Iowa Pheasant Apartments LLC	Housing Assistance Payment	\$ 201.00
184.5030.5242.000 JARED, SHEILA	Housing Assistance Payment	\$ 162.00
184.5030.5242.000 JBI COOP ASSOCIATION	Housing Assistance Payment	\$ 184.00
184.5030.5242.000 JBI COOP ASSOCIATION	Housing Assistance Payment	\$ 247.00
184.5030.5242.000 JDL Rentals Cooperative	Housing Assistance Payment	\$ 845.00
184.5030.5242.000 Johnson, Sandra	Housing Assistance Payment	\$ 550.00
184.5030.5242.000 JUDGE, MIKE	Housing Assistance Payment	\$ 750.00
184.5030.5242.000 JUDGE, MIKE	Housing Assistance Payment	\$ 363.00
184.5030.5242.000 JUDGE, MIKE	Housing Assistance Payment	\$ 441.00
184.5030.5242.000 JUDGE, MIKE	Housing Assistance Payment	\$ 273.00
184.5030.5242.000 JUDGE, MIKE	Housing Assistance Payment	\$ 167.00
184.5030.5242.000 Klinefelter, Richard J	Housing Assistance Payment	\$ 450.00
184.5030.5242.000 KRAMER, Marsha	Housing Assistance Payment	\$ 119.00
184.5030.5242.000 LAWSON, RODNEY W	Housing Assistance Payment	\$ 249.00
184.5030.5242.000 LAWSON, RODNEY W	Housing Assistance Payment	\$ 35.00
184.5030.5242.000 LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payment	\$ 460.00
184.5030.5242.000 LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payment	\$ 257.00
184.5030.5242.000 LBO INVESTMENTS	Housing Assistance Payment	\$ 360.00
184.5030.5242.000 Lopez, Jaime	Housing Assistance Payment	\$ 370.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 272.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 423.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 488.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 489.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 525.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 321.00
184.5030.5242.000 Luense, Brant	Housing Assistance Payment	\$ 253.00
184.5030.5242.000 Mansager, Cynthia	Housing Assistance Payment	\$ 175.00
184.5030.5242.000 Manship, Wyatt	Housing Assistance Payment	\$ 825.00
184.5030.5242.000 Marion Manor 2	Housing Assistance Payment	\$ 559.00
184.5030.5242.000 MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$ 394.00
184.5030.5242.000 Miller, Phyllis	Housing Assistance Payment	\$ 148.00
184.5030.5242.000 Moore, Michelle	Housing Assistance Payment	\$ 517.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 104.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 55.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 99.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 176.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 187.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 191.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 192.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 209.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 164.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 123.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 138.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 154.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 267.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 273.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 282.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 287.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 394.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 212.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 223.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 228.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 238.00
184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$ 238.00

184.5030.5242.000 MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	241.00
184.5030.5242.000 MURPHY, Peter	Housing Assistance Payment	\$	188.00
184.5030.5242.000 Nelson, LaNeal	Housing Assistance Payment	\$	303.00
184.5030.5242.000 NELSON, LINDA M & RICKY G	Housing Assistance Payment	\$	307.00
184.5030.5242.000 NORTH TAMA HOUSING, INC	Housing Assistance Payment	\$	159.00
184.5030.5242.000 NORTH TAMA HOUSING, INC	Housing Assistance Payment	\$	148.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payment	\$	303.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payment	\$	255.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payment	\$	255.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payment	\$	81.00
184.5030.5242.000 OETKER, DEBRA	Housing Assistance Payment	\$	159.00
184.5030.5242.000 Optimal Life Services	Housing Assistance Payment	\$	34.00
184.5030.5242.000 PALISADE HOLDING CO	Housing Assistance Payment	\$	143.00
184.5030.5242.000 PARK ELMS LLC	Housing Assistance Payment	\$	132.00
184.5030.5242.000 Pilot Creek Properties	Housing Assistance Payment	\$	152.00
184.5030.5242.000 Pizano, Sergio	Housing Assistance Payment	\$	507.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payment	\$	314.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payment	\$	332.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payment	\$	548.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payment	\$	663.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payment	\$	665.00
184.5030.5242.000 Premier Real Estate Mgmnt	Housing Assistance Payment	\$	691.00
184.5030.5242.000 RD TOLEDO LLP	Housing Assistance Payment	\$	720.00
184.5030.5242.000 RD TOLEDO LLP	Housing Assistance Payment	\$	65.00
184.5030.5242.000 Ream, AJ	Housing Assistance Payment	\$	415.00
184.5030.5242.000 REED, TONY	Housing Assistance Payment	\$	495.00
184.5030.5242.000 REED, TONY	Housing Assistance Payment	\$	374.00
184.5030.5242.000 REED, TONY	Housing Assistance Payment	\$	319.00
184.5030.5242.000 REED, TONY	Housing Assistance Payment	\$	289.00
184.5030.5242.000 REED, TONY	Housing Assistance Payment	\$	530.00
184.5030.5242.000 REED, TONY	Housing Assistance Payment	\$	248.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	632.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	394.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	381.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	379.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	357.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	211.00
184.5030.5242.000 RIVER BIRCH APTS	Housing Assistance Payment	\$	660.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	284.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	276.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	104.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	621.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	605.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	526.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	502.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	458.00
184.5030.5242.000 RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	387.00
184.5030.5242.000 Rush, Ryan	Housing Assistance Payment	\$	267.00
184.5030.5242.000 S & E INVESTMENT LLC	Housing Assistance Payment	\$	356.00
184.5030.5242.000 SCHMIDT, Michael T	Housing Assistance Payment	\$	159.00
184.5030.5242.000 SCOTT, LESLIE	Housing Assistance Payment	\$	434.00
184.5030.5242.000 SESKER, RICK	Housing Assistance Payment	\$	182.00
184.5030.5242.000 SPECHT, DEBORAH L	Housing Assistance Payment	\$	164.00
184.5030.5242.000 SPECHT, GREGORY	Housing Assistance Payment	\$	259.00
184.5030.5242.000 Squire, Bert	Housing Assistance Payment	\$	194.00
184.5030.5242.000 SS & R Properties LLC	Housing Assistance Payment	\$	132.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payment	\$	344.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payment	\$	87.00
184.5030.5242.000 STEELSMITH, GREG	Housing Assistance Payment	\$	265.00
184.5030.5242.000 Stone, Sarah	Housing Assistance Payment	\$	491.00
184.5030.5242.000 SUNRISE APARTMENTS, INC	Housing Assistance Payment	\$	19.00
184.5030.5242.000 SUNRISE APARTMENTS, INC	Housing Assistance Payment	\$	108.00
184.5030.5242.000 SWITZER, TOM	Housing Assistance Payment	\$	403.00
184.5030.5242.000 SWITZER, TOM	Housing Assistance Payment	\$	390.00

184.5030.5242.000 TITUS, TROY	Housing Assistance Payment	\$ 95.00
184.5030.5242.000 TITUS, TROY	Housing Assistance Payment	\$ 364.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payment	\$ 77.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payment	\$ 96.00
184.5030.5242.000 Town Apartments Corporation	Housing Assistance Payment	\$ 115.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 403.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 298.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 246.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 246.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 241.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 97.00
184.5030.5242.000 V&C INVESTMENTS LC	Housing Assistance Payment	\$ 48.00
184.5030.5242.000 Van Voorst, Maya	Housing Assistance Payment	\$ 261.00
184.5030.5242.000 VEST, LARRY	Housing Assistance Payment	\$ 43.00
184.5030.5242.000 WEATHERLY, ERIN & BOB	Housing Assistance Payment	\$ 434.00
184.5030.5242.000 WEATHERLY, ERIN & BOB	Housing Assistance Payment	\$ 520.00
184.5030.5242.000 Worent Inc	Housing Assistance Payment	\$ 254.00
184.5030.5242.000 ZA Properties LLC	Housing Assistance Payment	\$ 495.00
184.5030.5242.000 Zmolek, Mark	Housing Assistance Payment	\$ 250.00
184.5030.5246.000 Aponte, Miguel	Housing Assistance Payment	\$ 27.00
184.5030.5246.000 Danner, Marisha	Housing Assistance Payment	\$ 7.00
184.5030.5246.000 MANNEH, NANCY	Housing Assistance Payment	\$ 43.00
184.5030.5246.000 Mello, Allison	Housing Assistance Payment	\$ 29.00
184.5030.5246.000 Moran-Million, Jade	Housing Assistance Payment	\$ 33.00
184.5030.5246.000 Sierra, Glorivy Puente	Housing Assistance Payment	\$ 34.00
184.5030.5246.000 Wilson, Ranae	Housing Assistance Payment	\$ 13.00
184.5030.5344.000 PREMIER OFFICE EQUIPMENT	Housing Contract and copies	\$ 48.40
184.5030.5360.000 City of Marshalltown-Petty Cash	Rent Assistance postage due 12/24/20	\$ 0.60
184.5030.5360.000 City of Marshalltown-Petty Cash	Rent Assistance postage due 4/6/21	\$ 0.40
184.5030.5450.000 CENTURYLINK	ALL PHONE LINES	\$ 19.70
184.5030.5450.000 CENTURYLINK	TRUNK LINES	\$ 17.17
184.5030.5450.000 CENTURYLINK	TRUNK LINES	\$ 17.17
184.5030.5605.000 Sho Biz Inc dba Central Office Supply	binder clips, ballpoint pens, ink	\$ 3.18
184.5030.5703.000 BDH INFORMATION TECHNOLOGY LLC	1 PC for HUD Section 8	\$ 828.94
189.3040.5342.000 Impact 7G Inc	125 Homes LI/RA and HHA	\$ 4,550.00
189.3040.5342.000 Impact 7G Inc	125 Homes LI/RA and HHA	\$ 1,480.00
189.3040.5410.000 FEXSTEVE LIMITED CO	1906 W State St	\$ 25,725.00
189.3040.5415.000 FEXSTEVE LIMITED CO	1906 W State St	\$ 1,300.00
189.3040.5450.000 CENTURYLINK	ALL PHONE LINES	\$ 9.85
189.3040.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5703.000 BDH INFORMATION TECHNOLOGY LLC	2 PCs for LEAD grant	\$ 1,657.88
310.2012.5233.000 Bolton & Menk Inc	STR21001 Highland Acres Survey	\$ 2,501.00
311.2012.5233.000 Bolton & Menk Inc	Storm Water Planning, Analysis & Design	\$ 1,826.00
311.2012.5233.000 Bolton & Menk Inc	Design	\$ 2,817.00
311.2012.5233.000 Bolton & Menk Inc	Project Coordination	\$ 85.00
312.2080.5233.000 CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements	\$ 649.70
312.2080.5233.000 CLAPSADDLE GARBER ASSOC INC	APR19002 Airport Terminal paving	\$ 8,131.20
312.2080.5233.000 CLAPSADDLE GARBER ASSOC INC	ARP19003 Airport Vault Repair	\$ 3,010.25
340.4030.5233.000 CLAPSADDLE GARBER ASSOC INC	TRL17001 Iowa River Trail Summit-Radio Tower	\$ 1,795.10
355.1075.5210.000 LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 161.51
355.1075.5230.000 LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 20.00
355.1075.5230.000 MARSHALL COUNTY ABSTRACT CO	title certificate 12 W Main St	\$ 125.00
355.1075.5230.000 WHKS & Co	4/20-5/14 tech services and mileage	\$ 822.00
355.1075.5234.000 LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 3,698.00
355.1075.5250.000 LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 345.00
355.1075.5342.000 BJELLAND PLUMBING INC	LABOR	\$ 7,636.00
355.1075.5342.000 BJELLAND PLUMBING INC	406 W Linn St	\$ 461.71
355.1075.5342.000 BJELLAND PLUMBING INC	112 N 2nd Ave	\$ 2,657.20
355.1075.5342.000 BJELLAND PLUMBING INC	105 N 2nd St	\$ 2,712.20
355.1075.5342.000 BJELLAND PLUMBING INC	610 W Nevada St	\$ 2,725.26
355.1075.5342.000 BJELLAND PLUMBING INC	500 Lee St	\$ 3,100.07
355.1075.5342.000 BJELLAND PLUMBING INC	1001 S 10th Ave	\$ 3,317.20
355.1075.5342.000 Tometich Engineering Inc	Building inspections 10-12 W Main St	\$ 1,800.00

355.1075.5360.000 City of Marshalltown-Petty Cash	Purchase of 330 S 3rd Ave 2/26/21	\$ 1.00
355.1075.5440.000 MARSHALL COUNTY TREASURER	15 S 1st ST taxes	\$ 27.00
355.1075.5440.000 MARSHALL COUNTY TREASURER	15 S 1st Street taxes	\$ 700.00
355.1075.5781.000 City of Marshalltown-Petty Cash	Purchase of 328 S 3rd Ave 2/26/21	\$ 1.00
360.2011.5233.000 CLAPSADDLE GARBER ASSOC INC	SDW20002 Sidewalk Gap Year 2	\$ 1,953.00
362.2012.5233.000 Bolton & Menk Inc	Professional Services - UPRR Quiet Zone Creation	\$ 3,672.50
362.2012.5331.000 UNION PACIFIC RAILROAD COMPANY	quiet zone on site inspection	\$ 352.83
362.2020.5230.000 CONSTRUCT INC	PLT21001 6th St Softball Parking Lot Imp	\$ 244,212.30
381.2020.5342.000 CONSTRUCT INC	PLT19001 1st St Parking Lot Repair	\$ 214,135.94
383.4065.5342.000 Garling Construction Inc	Garling Construction - Veterans Memorial Coliseum	\$ 3,325.00
383.4065.5776.000 Nagle Signs Inc	Coliseum Building Sign	\$ 11,811.27
395.5020.5233.000 McClure Engineering Co	account increase	\$ 4,125.00
610.8015.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	3 applicants	\$ 15.00
610.8015.5220.000 MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 8,045.43
610.8015.5339.000 Unity Point Clinic-Occupational Medicine	random drug testing	\$ 84.00
610.8015.5342.000 Hansen, Jay	March - May 2021 WPCP cleaning services	\$ 1,701.00
610.8015.5342.000 HANSEN, STEVE	2021 WPCP vegetation control	\$ 1,968.00
610.8015.5342.000 STONE SANITATION	Waste Plant	\$ 118.78
610.8015.5342.000 STONE SANITATION	May 2021 Grit/screening removal	\$ 756.44
610.8015.5344.000 SJE-RHOMBUS	Service Flex qtr 4 (beginning 05-01-21)	\$ 1,483.20
610.8015.5344.000 XEROX CORPORATION	Xerox 7225 last invoice March 2021	\$ 37.61
610.8015.5351.000 WRH Inc	WPC20001 Final Clarifier Rehab	\$ 139,785.72
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	May 2021 water softener lease	\$ 27.00
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	May 2021 lawn mowing services	\$ 1,500.00
610.8015.5410.000 Davis Tiling LLC	Clean out Effluent River channel of debris	\$ 3,500.00
610.8015.5410.000 ELECTRIC PUMP INC	service call-SBR/UV Trojan 3000	\$ 1,005.80
610.8015.5410.000 ELECTRIC PUMP INC	service call- replace control Bd UV	\$ 555.80
610.8015.5450.000 CENTURYLINK	WPCP Backup Analog 752-9779	\$ 81.32
610.8015.5450.000 CENTURYLINK	ALL PHONE LINES	\$ 29.54
610.8015.5450.000 CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000 CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000 FIRSTNET-AT&T Mobility	751-0319 WPCP Greazel	\$ 59.93
610.8015.5450.000 FIRSTNET-AT&T Mobility	750-0174 WPCP operator line	\$ 44.93
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 42.57
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW/WPCP	\$ 440.64
610.8015.5483.000 MARSHALLTOWN WATER WORKS	May 2021 plant water usage	\$ 970.49
610.8015.5565.000 CUMMINS Sales & Service	Transit gasket connections	\$ 17.70
610.8015.5600.000 CENTRAL IOWA DISTRIBUTING INC	WPCP operating & cleaning supplies	\$ 755.00
610.8015.5600.000 CORE & MAIN LP	digester gas piping gaskets	\$ 31.52
610.8015.5600.000 ELECTRIC PUMP INC	UV replacement ballast kits	\$ 4,774.83
610.8015.5600.000 FASTENAL COMPANY	WPCP operating supplies	\$ 7.00
610.8015.5600.000 GRAYMONT WESTERN LIME INC	Bulk lime- 20.83 ton	\$ 4,895.05
610.8015.5600.000 THEISENS SUPPLY INC	Sewer dept fuel premix and sea foam	\$ 31.78
610.8015.5600.000 TNESEC COMPANY INC	paint for gas piping/ pumps	\$ 1,072.14
610.8015.5600.000 TNESEC COMPANY INC	paint for gas piping/ pumps	\$ 245.87
610.8015.5603.000 AIRGAS USA, LLC	argon for lab	\$ 167.55
610.8015.5603.000 Eurofins TestAmerica	lab analysis - Ecoli	\$ 88.20
610.8015.5603.000 KEYSTONE LAB INC	lab analysis - TP & mercury	\$ 64.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 136.35
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 381.61
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 131.40
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 45.44
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 115.77
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 163.32
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 408.96
610.8015.5603.000 MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 373.56
610.8015.5718.000 ELECTRIC PUMP INC	Trojan HSC kit for UV	\$ 4,843.64
610.8015.5718.000 ELECTRIC PUMP INC	Trojan replacment control board	\$ 2,097.28
610.8015.5750.000 NIKKEL & ASSOCIATES INC	PCP Voltage Conversion Upgrade Plan-It PLT4500151	\$ 21,298.50
610.8015.5750.000 NIKKEL & ASSOCIATES INC	PCP Voltage Conversion Upgrade Plan-It PLT4500151	\$ 14,199.00
610.8015.5810.000 CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge repayment w/ Alliant Energy	\$ 8,679.97
610.8015.5820.000 CRBT - CEDAR RAPIDS BANK & TRUST	Performance Edge repayment w/ Alliant Energy	\$ 27.60
610.8015.5980.000 Catron, Jessica	Sewer refund 2021- pool	\$ 31.33
610.8015.5980.000 DeRuiter, Kellie	Sewer refund 2021- pool	\$ 44.35

610.8015.5980.000 DUNN, MIKE	Sewer refund 2021- pool	\$ 58.51
610.8015.5980.000 Garcia, Amanda	Sewer refund 2021- pool	\$ 31.33
610.8015.5980.000 Hunt, Rod	Sewer refund 2021- pool	\$ 82.35
610.8015.5980.000 Miller, Lynette	Sewer refund 2021- pool	\$ 33.70
610.8015.5980.000 Petersen, Kimberly	Sewer refund 2021- pool	\$ 21.60
610.8015.5980.000 Salazar, Marisol	Sewer refund 2021- pool	\$ 32.52
610.8015.5980.000 SONGKHAMDET, SOUK	Sewer refund 2021- pool	\$ 53.53
610.8015.5980.000 Witte, Justin	Sewer refund 2021- pool	\$ 41.18
610.8016.5132.000 THEISENS SUPPLY INC	Sewer dept employee work clothing	\$ 237.55
610.8016.5132.000 THEISENS SUPPLY INC	Sewer Dept clothing and cleaning supplies	\$ 190.76
610.8016.5230.000 IOWA ONE CALL	March 2021 Sewer underground locator services	\$ 157.86
610.8016.5230.000 IOWA ONE CALL	Sewer dept April locator services	\$ 247.26
610.8016.5339.000 Unity Point Clinic-Occupational Medicine	random drug testing	\$ 100.80
610.8016.5342.000 Hansen, Jay	March - May 2021 Sewer Dept cleaning services	\$ 90.00
610.8016.5450.000 CENTURYLINK	ALL PHONE LINES	\$ 11.82
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$ 10.30
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$ 10.30
610.8016.5450.000 FIRSTNET-AT&T Mobility	651-2401 Sewer Dept jetpak	\$ 24.76
610.8016.5450.000 FIRSTNET-AT&T Mobility	351-2794 Sewer Dept GPS	\$ 24.76
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
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Dire connection internet PW/WPCP	\$ 264.38
610.8016.5481.000 ALLIANT ENERGY	S 2nd St cnr Player	\$ 286.60
610.8016.5481.000 ALLIANT ENERGY	N 22nd St	\$ 106.95
610.8016.5565.000 JENSEN INC	Sewer dept vehicle door handle assembly	\$ 23.72
610.8016.5600.000 AIRGAS USA, LLC	Sewer Dept drill set	\$ 66.75
610.8016.5600.000 BROWN SUPPLY COMPANY INC	Sewer Dept flexible couplings	\$ 1,589.00
610.8016.5600.000 BROWN SUPPLY COMPANY INC	Sewer dept roll riser wraps & primer	\$ 1,024.20
610.8016.5600.000 CONCRETE INC	N 1st St & Center St sanitary pipe repair	\$ 587.00
610.8016.5600.000 FASTENAL COMPANY	Sewer Dept white marking paint	\$ 49.41
610.8016.5600.000 FASTENAL COMPANY	Sewer dept 29pc drill set	\$ 174.75
610.8016.5600.000 MENARDS	Sewer dept concrete supplies	\$ 26.70
610.8016.5600.000 NAPA AUTO PARTS	spark plug for demo saw	\$ 1.46
610.8016.5600.000 THEISENS SUPPLY INC	Sewer Dept clothing and cleaning supplies	\$ 128.92
610.8016.5600.000 THEISENS SUPPLY INC	quikrete concrete mix	\$ 22.74
610.8016.5600.000 Vajgrt, Roger	Sewer dept diamond blade 16"	\$ 111.60
610.8016.5718.000 VANWALL EQUIPMENT INC	Sewer dept Cutquik Stihl saw	\$ 767.98
610.8016.5810.000 Iowa Finance Authority	State Revolving Fund payment	\$ 144,000.00
610.8016.5820.000 Iowa Finance Authority	State Revolving Fund payment	\$ 32,304.33
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 26.25
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 26.25
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 26.25
690.8050.5151.000 Occupational Medicine Plus PC	pre employment physicals	\$ 223.00
690.8050.5210.000 Trending Media Inc	Transit advertising	\$ 120.00
690.8050.5210.000 Trending Media Inc	Transit advertising	\$ 70.00
690.8050.5339.000 Unity Point Clinic-Occupational Medicine	random drug testing	\$ 42.00
690.8050.5344.000 PREMIER OFFICE EQUIPMENT	Transit replace drum on copier	\$ 110.00
690.8050.5370.000 Sho Biz Inc dba Minuteman	Bus route maps	\$ 1,284.00
690.8050.5370.000 Sho Biz Inc dba Minuteman	Transit maps	\$ 176.00
690.8050.5410.000 MCATEE TIRE SALES & SERVICE INC	Bus 991 tire repair	\$ 85.00
690.8050.5450.000 CENTURYLINK	PW Analog 752-4388	\$ 32.53
690.8050.5450.000 CENTURYLINK	ALL PHONE LINES	\$ 9.85
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 250.22
690.8050.5565.000 CUMMINS Sales & Service	Transit gasket exchange valve	\$ 37.34
690.8050.5565.000 CUMMINS Sales & Service	Transit gasket connections	\$ 56.12
690.8050.5565.000 CUMMINS Sales & Service	Transit gasket connection	\$ 15.65
690.8050.5565.000 CUMMINS Sales & Service	Transit gasket connections	\$ 59.60
690.8050.5565.000 CUMMINS Sales & Service	Transit gasket connection	\$ 6.53
690.8050.5565.000 GILLIG LLC	Transit air springs	\$ 267.56
690.8050.5565.000 GILLIG LLC	Transit #991 shock absorbers	\$ 325.50
690.8050.5565.000 GILLIG LLC	Transit rubber bumpers	\$ 63.60
690.8050.5565.000 MENARDS	Transit - bus supplies- clipboard, towels, etc	\$ 31.83

690.8050.5565.000 NAPA AUTO PARTS	Transit air dryer cartridge	\$	74.37
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Delvac super oil	\$	798.00
690.8050.5605.000 PREMIER OFFICE EQUIPMENT	Transit replace drum on copier	\$	165.91
740.8065.5132.000 THEISENS SUPPLY INC	Sewer dept employee work clothing	\$	158.37
740.8065.5132.000 THEISENS SUPPLY INC	Sewer Dept clothing and cleaning supplies	\$	127.17
740.8065.5220.000 MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$	255.80
740.8065.5230.000 CLAPSADDLE GARBER ASSOC INC	Derecho easement acquisition 4/24-5/22 services	\$	1,493.00
740.8065.5230.000 IOWA ONE CALL	March 2021 Sewer underground locator services	\$	105.24
740.8065.5230.000 IOWA ONE CALL	Sewer dept April locator services	\$	164.84
740.8065.5233.000 STANLEY CONSULTANTS INC.	Riverview Park Storm Water Improvements	\$	4,402.00
740.8065.5339.000 Unity Point Clinic-Occupational Medicine	random drug testing	\$	67.20
740.8065.5342.000 CONSTRUCT INC	SMW20004 E Main St Drainage Imp	\$	6,000.00
740.8065.5342.000 Hansen, Jay	March - May 2021 Sewer Dept cleaning services	\$	60.00
740.8065.5450.000 CENTURYLINK	ALL PHONE LINES	\$	7.88
740.8065.5450.000 CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000 CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000 FIRSTNET-AT&T Mobility	351-2794 Sewer Dept GPS	\$	16.51
740.8065.5450.000 FIRSTNET-AT&T Mobility	651-2401 Sewer Dept jetpak	\$	16.51
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	17.03
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	22.02
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Dire connection internet PW/WPCP	\$	176.26
740.8065.5565.000 JENSEN INC	Sewer dept vehicle door handle assembly	\$	15.81
740.8065.5600.000 AIRGAS USA, LLC	Sewer Dept drill set	\$	44.50
740.8065.5600.000 BROWN SUPPLY COMPANY INC	Sewer dept roll riser wraps & primer	\$	682.80
740.8065.5600.000 CONCRETE INC	105 N 11th St	\$	293.50
740.8065.5600.000 CONCRETE INC	S 2nd St & W Berle St	\$	557.50
740.8065.5600.000 FASTENAL COMPANY	Sewer Dept white marking paint	\$	32.94
740.8065.5600.000 FASTENAL COMPANY	Sewer dept 29pc drill set	\$	116.50
740.8065.5600.000 MENARDS	Sewer dept concrete supplies	\$	17.80
740.8065.5600.000 NAPA AUTO PARTS	spark plug for demo saw	\$	0.97
740.8065.5600.000 THEISENS SUPPLY INC	Sewer dept fuel premix and sea foam	\$	21.19
740.8065.5600.000 THEISENS SUPPLY INC	Sewer Dept clothing and cleaning supplies	\$	85.94
740.8065.5600.000 Vajgrt, Roger	Sewer dept diamond blade 16"	\$	74.40
740.8065.5718.000 VANWALL EQUIPMENT INC	Sewer dept Cutquik Stihl saw	\$	511.98
741.8065.5342.000 VIETH CONSTRUCTION CORPORATION	SMW17001 Construction	\$	259,274.90
750.8070.5450.000 CENTURYLINK	ALL PHONE LINES	\$	9.85
750.8070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5450.000 CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5718.000 BDH INFORMATION TECHNOLOGY LLC	Compost Facility set up camera and NVR	\$	658.75
750.8070.5990.000 City of Marshalltown-Petty Cash	Compost overcharge 6/4/21	\$	4.00
760.8080.5608.000 ATLANTIC BOTTLING CO	resale products	\$	1,624.22
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	resale products	\$	1,622.23
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	resale products	\$	1,228.35
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	resale products	\$	208.88
881.1010.5230.000 BERNIE LOWE & ASSOC Inc	paid med claims 2/1-5/11/21	\$	198.81
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	paid med claims 2/1-5/11/21	\$	745.94
881.1010.5339.000 Hunterland LLC	paid med claims 5/16-5/31/21	\$	5.21
881.1010.5339.000 Occupational Medicine Plus PC	pre employment physicals	\$	115.00
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	paid med claims 2/1-5/11/21	\$	40.44
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	paid med claims 2/1-5/11/21	\$	1,186.24
881.1050.5339.000 Hunterland LLC	paid med claims 5/16-5/31/21	\$	728.65
881.1050.5339.000 Occupational Medicine Plus PC	pre employment physicals	\$	115.00
884.7010.5230.000 Health Partners	Monthly Fees	\$	13,404.96
884.7010.5230.000 Health Partners	Monthly fees and premiums	\$	13,075.27
884.7010.5230.000 BERNIE LOWE & ASSOCIATES, INC	Consulting fee 2/1/21-2/1/22	\$	345.71
884.7010.5337.000 Health Partners	Premiums	\$	23,462.19
884.7010.5337.000 Health Partners	Monthly fees and premiums	\$	23,038.63
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	June insurance premium	\$	6,642.45
884.7010.5339.000 Health Partners	Dental Claims paid 4/22-4/28/21	\$	5,054.63
884.7010.5339.000 Health Partners	Health claims paid 4/22-4/28/21	\$	33,596.98
884.7010.5339.000 Health Partners	Dental claims paid 4/29-05/05/21	\$	3,157.30
884.7010.5339.000 Health Partners	Health claims paid 4/29-5/05/21	\$	51,251.73
884.7010.5339.000 Health Partners	Dental claims paid 5/06-5/12/21	\$	1,392.00
884.7010.5339.000 Health Partners	Health claims paid 5/06-05/12/21	\$	34,916.16

884.7010.5339.000 Health Partners	Dental claims 5/13-5/19/21	\$ 6,418.06
884.7010.5339.000 Health Partners	Medical claims 5/13-5/19-21	\$ 33,043.88
884.7010.5339.000 Health Partners	Dental claims 5/20-5/26/21	\$ 4,165.00
884.7010.5339.000 Health Partners	Medical claims 5/20-5/26/21	\$ 30,885.49
886.2010.5339.000 Unity Point Clinic-Occupational Medicine	random drug testing	\$ 126.00
886.2060.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	3 applicants	\$ 15.00
910.1010.5114.000 GOODING, BETTY	June 2021	\$ 851.07
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 26,923.20
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 12,267.45
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 27,102.55
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 16,255.17
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,852.63
999.1102.000 TREASURER STATE OF IOWA	ROUNDING	\$ 0.34
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,136.03
999.1102.000 TREASURER STATE OF IOWA	State Income Tax	\$ 0.06
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,093.73
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 6,326.21
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 27,301.92
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,464.22
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 27,718.76
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,713.76
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,173.91
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 33,651.42
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,206.70
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 33,602.16
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,340.25
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 117.91
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,868.42
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	KEEN ER REIMBURSEMENT ADJ	\$ 679.69
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,459.85
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	W. ATCHER ER REIMBURSEMENT ADJ	\$ 625.32
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$ 0.05
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 117.91
999.1106.000 IA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 4,062.56
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,547.56
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 3,783.66
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,696.74
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,350.20
999.1111.000 IMWCA	Workers Comp Prelim 21-22 and installments	\$ 18,175.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 476.98
999.1112.000 UNITED WAY	UNITED WAY	\$ 32.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 476.98
999.1112.000 UNITED WAY	UNITED WAY	\$ 32.00
999.1121.000 American Education Services	PR WITHHOLDING	\$ 64.41
999.1121.000 American Education Services	PR WITHHOLDING	\$ 64.41
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 139.77
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 423.86
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 313.84
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 220.56
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 139.77
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 423.86
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 313.84
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 220.56
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1121.000 Family Support Payment Center	CHILD SUPPORT	\$ 152.31
999.1121.000 Family Support Payment Center	CHILD SUPPORT	\$ 152.31
999.1121.000 LINN COUNTY SHERIFF	PR WITHHOLDING	\$ 264.93
999.1121.000 LINN COUNTY SHERIFF	PR WITHHOLDING	\$ 309.72
999.1121.000 Polk County Sheriff	PR WITHHOLDING	\$ 263.45
999.1121.000 Polk County Sheriff	PR WITHHOLDING	\$ 262.74
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 345.07

999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 105.40
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 348.65
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 105.40
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,253.34
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 840.81
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	ROUNDING	\$ (0.23)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	J. RUIZ ADJ	\$ (1.64)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	K. CLELAND ADJ	\$ 41.67
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,337.07
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 445.83
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 687.28
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 4,705.60
999.1131.000	ICMA RETIREMENT 457	ICMA DEFERRED COMP	\$ 912.30
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 2,108.32
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 2,812.73
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 715.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 1,161.52
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 840.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 730.04
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 4,705.60
999.1131.000	ICMA RETIREMENT 457	ICMA DEFERRED COMP	\$ 912.30
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 2,108.32
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 2,812.73
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 715.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 1,161.52
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 870.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 412.24
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 29.26
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 396.24
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 29.26
999.1150.000	ICMA RETIREMENT 457	EMPLOYEE RHS CONTRIBUTION	\$ 8,682.53
999.1164.000	Zero9 Holsters	portable radio cases	\$ 19.39
payroll	payroll	payroll#11	\$ 299,394.48
payroll	payroll	payroll#12	\$ 317,413.50
	TOTAL		\$ 3,325,546.01

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911

POLICE DEPARTMENT

Tel - (641) 754-5725
Fax - (641) 752-1211

JUNE 10, 2021

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE

RE: CERTIFIED HIRE LIST

POSITION: POLICE OFFICER

AFTER REVIEWING ALL APPLICANTS AND THEIR QUALIFICATIONS, THE FOLLOWING PERSONS WERE TESTED, INTERVIEWED AND CONSIDERED TO BEST MEET THE QUALIFICATIONS FOR THE ABOVE LISTED POSITION AND ARE RANKED BY FINAL SCORE AS FOLLOWS;

1. JOSE GARCIA JR/108.5*
2. JASON GUDENKAUF/102.5
3. ADAN ORTIZ-DIAZ/100.75

*VETERANS PREFERENCE

THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED JUNE 10, 2022.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 10TH DAY OF JUNE 2021.

Mary Stevens (Electronically signed 6/10/2021)
CIVIL SERVICE COMMISSION CHAIR

**RESOLUTION ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR A
NEIGHBORHOOD BLOCK PARTY**

WHEREAS, the City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle; and

WHEREAS, Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities; and

WHEREAS, the Desiree Vegauwen has requested the ability to have a neighborhood block party in the 1000 block of 8th Avenue from High to South Street on Friday, July 16, 2021, and be able to bring your own alcoholic beverages in the barricaded area from 4:00 pm to 11:45 pm; and

WHEREAS, staff has reviewed the request and recommend approval of the special event exception for this neighborhood block party;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Neighborhood Block Party in the 1000 block of 8th Avenue from High to South Street is granted an exemption to allow for open containers in a public way on Friday, July 16, 2021, 4:00 pm to 11:45 pm.

Passed this 14th day of June 2021 and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Online Form Submission #1868 for Special Events Application

From : noreply@civicplus.com

Wed, Jun 02, 2021 08:41 PM

Subject : Online Form Submission #1868 for Special Events Application

To : clerk@marshalltown-ia.gov

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Special Events Application

Governor's Proclamation on Gatherings

All gathering organizers or hosts are strongly encouraged to take reasonable measures under the circumstances to ensure the health of participants and members of the public, including social distancing practices, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health. (Issued 4/2/21)

Event planning assistance Field not completed.

Do you need to rent a park shelter?
Please rent park shelters separately.

Field not completed.

Activity Date ~~6/16/2021~~ 7/16/21

Event Start and End Times 4:00 PM - 11:45 PM

Activity Name Block party

Describe event, add multiple dates and times here Just a one day block party for neighbors to all have fun with kids and everyone to mingle with each other so we all get to know each other

Desired event location 8th ave 1000 blk High to South

What type of event are you having? Neighborhood block party

Park location request, if requesting a park Field not completed.

Park Amenities Park Amenities

Upload event summary, if you have one Field not completed.

Upload google map of area Field not completed.

Upload certificate of insurance holding the City of Marshalltown harmless. Not generally required for small events or local gatherings. Field not completed.

Sponsoring Organization Field not completed.

Type of Organization Individual

Contact Name Desiree Vergauwen

Contact Phone 6414850092

Email desiree.vergauwen@gmail.com

(Section Break)

Are you requesting street closure? Yes

Will you need barricades? Yes

Do you need... Field not completed.

Barricade Begin and End Time 4:00 PM - 11:45 PM

Enter number of barricades, cones, and channelizers needed: One on each end of block

Attach Sketch Showing Desired Traffic Control Field not completed.

PD - approved
FD - approved
Street - approved
Council -

Barricade layout instructions [Barricade Layout \(PDF\)](#)

(Section Break)

Will the event allow consumption of beer, wine, or other alcoholic beverages? Yes

How will alcoholic beverages be served? Bring your own*

City areas allowing alcohol consumption with approval: City street, alley, or sidewalk

Additional alcohol beverage comments or questions: Field not completed.

The city usually requires two officers to be present at events allowing consumption of alcoholic beverages. The minimum fee is \$180 for two officers, billed for two hours. If officers are needed for more than two hours, the rate is \$45 per hour per officer, or \$90 per hour.

Alcohol permission. Questions? Contact the city clerk. A Council Resolution is required to allow consumption of alcohol on public property, which includes beer gardens and street parties. A valid liquor license is required to serve or sell alcohol to the public. Alcohol licenses generally require 30-45 days to be approved, depending on the council meeting schedule.

(Section Break)

Other considerations....

Food Vendors

Food Vendors are required to have Iowa State Food Licenses. A city permit is NOT required when selling with an approved Special Event. Food trucks must be inspected by the Fire Department to ensure fire code compliance.

Inflatables

Inflatables are not provided by the city and if hired, operator must submit certificate of insurance holding the City of Marshalltown harmless.

Electricity

Please provide your own generator. Contact the Fire Department for safety regulations.

Park items available for rent Field not completed.

Other needs? Field not completed.

(Section Break)

Agreement:

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

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

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

Applicant's E-Signature Desiree vergauwen

Date 6/2/2021

Regulations [Regulations for Activities Requiring Use of Public Property \(PDF\)](#)

Permit Details Map [Public Use Permit Details Map \(PDF\)](#)

Letter to Holders [Letter to Public Use Permit Holders \(PDF\)](#)

Dog Ordinance Compliant Advertising Language:
"No Dogs Allowed at This Event by Order of the City of Marshalltown"

Resolution [Resolution Amending Resolution 2008-040 and Further Designating Public Events at Which Dogs Are Prohibited \(PDF\)](#)

Ordinance [Ordinance Relating to the Prohibition of Dogs at Public Events \(PDF\)](#)

Email not displaying correctly? [View it in your browser.](#)

**RESOLUTION ACCEPTING THE AWARD TERMS AND CONDITIONS OF THE
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FROM THE U.S.
DEPARTMENT OF THE TREASURY**

WHEREAS, President Biden signed the American Rescue Plan into law on March 12, 2021;
and

WHEREAS, the American Rescue Plan provides funding to local governments, including non-entitlement units, or NEU, which the City of Marshalltown is classified as; and

WHEREAS, the City of Marshalltown has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of projects to be completed with the Coronavirus Local Fiscal Recovery Funds;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Mayor is hereby directed to execute the attached agreement with the U.S. Department of the Treasury for the receipt of Coronavirus Local Fiscal Recovery Funds.

Passed this 14th day of June, 2021 and signed this ____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**RESOLUTION APPROVING AN AGREEMENT WITH THE
MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR
TOURISM AND PROMOTIONAL SERVICES**

WHEREAS, the City of Marshalltown has previously entered into agreements with the Marshalltown Area Chamber of Commerce and/or Marshalltown Regional Partnership concerning the creation and operation of the Convention and Visitor's Bureau, dating back to July 1, 1999; and

WHEREAS, the current year agreement expires on June 30, 2021; and

WHEREAS, the City Council discussed the agreement as part of the fiscal year 2022 budget process, directing that no changes be made; and

WHEREAS, the existing agreement is proposed to be extended for another one-year period with no changes to funding formula or the scope of work;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached agreement for funding Promotional and Tourism Services for the period of July 1, 2021, through June 30, 2022, is hereby approved.

Passed this 14th day of June 2021 and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AGREEMENT FOR TOURISM AND PROMOTIONAL SERVICES WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE

WHEREAS, the City of Marshalltown (hereinafter referred to as “City”) desires to enter into a contract to provide tourism and promotional services which effectively promote and develop the visitor experience to Marshalltown as well as services that encourage residents to attend and support community events; and

WHEREAS, the Marshalltown Area Chamber of Commerce (hereinafter referred to as “Chamber”) is capable of providing the services desired;

NOW THEREFORE BE IT RESOLVED, the parties agree to the following:

1. Scope of Work

The following scope of services are necessary and appropriate to promote and develop the visitor experience to Marshalltown:

- a. Community Calendar and Electronic Message Board
The Chamber will provide a Community Calendar in an online and mobile format and serve as the entity collecting and managing event data. The Chamber will also continue to maintain and operate the electronic message board.
- b. Marketing plan/campaign which enhances Marshalltown’s public image
The Chamber will coordinate a regional marketing campaign that focuses on the assets of the community as a whole. This should involve multiple forms of media, including television and social media. The Chamber will present a plan to the City Council and will report to the Council on any items that could be considered cost-prohibitive with the funding specified in item 2 below.
- c. Hospitality materials
The Chamber will create and distribute materials that provide information for visitors to the community.
- d. Convention and meeting services
The Chamber will work with local and out-of-town groups to provide information about the facilities available to host conventions and meetings and Marshalltown and coordinate with events occurring to ensure a positive visitor experience.
- e. Community event planning/coordination
The Chamber will work with community groups and with organizations outside of the community to assist the with coordination and planning of events that serve the broader community and benefit Marshalltown through increased visitors, hotel room stays, and general economic contributions to the community.

2. Fee for Scope of Work

For the services detailed above, the City of Marshalltown shall dedicate 67% of all hotel/motel tax received. The payments shall be made quarterly in the month following the City's receipt of the hotel/motel tax dollars from the Iowa Department of Revenue.

3. Reporting

The Chamber shall provide an annual report to the City Council no later than December 31 on its previous year's activities. The report should include:

1. A summary and analysis of the specific steps taken to perform the tasks in this contract;
2. Performance Measures. The Chamber and the City shall work together to develop performance measures which include data that measures the Chamber's success towards the scope of work. The City will assist in providing this data to the Chamber.
3. A report on the variety of specific promotion activities executed for the purpose of attracting visitors to Marshalltown. Include samples of advertising, which include family, quality of life and educational opportunities. The report should include a description of the specific promotion activities targeted at attracting visitors to Marshalltown during the fall, winter and spring. Include samples of advertising, which include family, quality of life and educational opportunities.
4. A report and analysis of the viability of new festivals and events for supporting additional tourism, including efforts the Chamber made to coordinate with other community groups on existing events.
5. A summary report of outreach efforts made by the Chamber to other organizations, businesses, and people to support the work of this contract.

4. Duration of Agreement

This agreement shall be for a one-year period beginning July 1, 2021 and end on June 30, 2022.

5. Amendment and Termination

Agreement may be terminated by either party by giving written notice only upon a finding of gross mismanagement or misappropriation of funds. In the event the hotel/motel tax is terminated by vote of the residents of the City of Marshalltown, Iowa, or by action of the Iowa Legislature, this agreement shall terminate ninety (90) days after receipt of the last tax revenues, or sooner if State law so provides.

6. Assignability

The Chamber shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written approval of the City.

7. Hold Harmless

By execution of this Agreement, the Chamber agrees to indemnify and hold harmless the City from any liability whatsoever arising under the terms of this Agreement and shall defend the City from any such claims, including payment of attorney fees and related costs.

8. Insurance

The Chamber shall maintain all necessary insurance coverage for Workers' Compensation, liability, errors and omissions and any other coverages necessary to provide the Scope of Work.

Approved and signed this _____ day of _____, 2021.

MARSHALLTOWN AREA CHAMBER OF
COMMERCE

CITY OF MARSHALLTOWN, IOWA

Jill Lutes
Board Chair

Joel T.S. Greer
Mayor

ATTEST:

Alicia Hunter
City Clerk

**RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH CLAPSADDLE-GARBER ASSOCIATES, INC. FOR THE UPH SECONDARY
ACCESS STREET PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$55,200.00**

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an agreement for professional services with Clapsaddle-Garber, Inc; and

WHEREAS, the City Council of Marshalltown finds that 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 Professional Services with CGA, Inc, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 14th day of June 2021 and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

June 14, 2021

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

From: Justin Nickel, P.E.
Public Works Director

Re: Professional Services Agreement– Clapsaddle-Garber Associates, Inc. for Unity Point Health Secondary Access for \$55,200

Policy Issue: City policy requires Governing Body approval of engineering services agreements in excess of \$45,000

Recommendation: Staff recommends the City Council approve the professional services agreement.

Background: The professional services agreement includes services to prepare documents and plans for public bidding of the street, Right of Way platting and documentation, permitting, bidding and construction administration.

Budget Impact: The fees for this project will be paid using Road Use Tax Funds

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council

Michael Gowdy, Al Hoop, Gabriel Isom,
Mike Ladehoff, Gary Thompson, Bill Martin, Bethany Wirin





ENGINEERING SERVICES AGREEMENT

This AGREEMENT made as of the ____ day of _____, 2021 by and between City of Marshalltown, hereafter “CLIENT” and CLAPSADDLE-GARBER ASSOCIATES, INC., (hereafter “ENGINEER”).

1. THE ENGINEER AGREES TO perform those tasks described in Attachment B - Scope of Engineering Services for the UPH Secondary Access Street in Marshalltown, Iowa.
2. THE ENGINEER AGREES TO perform the Scope of Engineering Services in a reasonable period of time commensurate with the performance of those services, unless a specific schedule for the performance of services is agreed upon between CLIENT and ENGINEER and incorporated as part of this AGREEMENT.
3. THE ENGINEER AGREES TO perform Additional Special Services not described in the scope of services included in this Agreement, if authorized in writing by Client and Engineer shall furnish such Additional Special Services at the normal hourly rates and charges applicable to those services at the time of their performance, and a schedule of those charges will be presented to the CLIENT upon request.
4. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
 - a. The Client shall give prompt and thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - b. The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements and obtain all permits reasonable and necessary in the development of the Project, and pay all costs incidental thereto.
 - c. The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

The Client shall pay the Engineer an hourly Not to Exceed fee of **\$55,200.00** based on the attached rate schedule.

Reimbursable expenses such as permit fees and publication fees are not included in the above fee.

5. THE CLIENT AND ENGINEER FURTHER AGREE to the Standard Terms and Conditions contained in Attachment A. The signatures below serve to incorporate the Standard Terms and Conditions as part of this AGREEMENT, regardless whether they are separately signed.

6. ATTACHMENTS: The following attachments are included as part of this Agreement.

- Attachment A – Standard Terms and Conditions
- Attachment B – Scope of Engineering Services
- Attachment C – Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CLIENT:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By:  _____

Mindy M. Bryngelson, P.E.

Title: Executive Vice-President

ATTEST:

By:  _____

Lynn Scarlett

Title: Administrative Assistant

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

Attachment B
Scope of Engineering Services
For

UPH Secondary Access Street, Marshalltown, Iowa

This scope of services provides for the Surveying and Civil Engineering of the UPH Secondary Access Street in Marshalltown, Iowa.

Task 1.0: Construction Documents for Public Bid

CGA shall take the previously completed design and modify it to refer to the City of Marshalltown's and the Iowa SUDAS specifications for a public bid process. This is more particularly described by the following tasks.

- 1) Finalize design based on city staff review to include modifications to the storm sewer so it is maintained in the City Right of Way.
- 2) Add the following plan sheets
 - a. Cover Sheet signed by a licensed engineer
 - b. Detail sheets referencing the City of Marshalltown Standards
 - c. Plan sheet(s) with Bid Items and Bid Item Descriptions
 - d. Notes on all sheets for public bid letting
- 3) Create a project Manual following the public bid process. Dates will be coordinated with City Staff.
- 4) Finalize the Engineer's Opinion of Probable Costs
- 5) Coordination meetings with the City of Marshalltown

Task 2.0: ROW Platting

CGA shall complete ROW platting for the transfer to the City of Marshalltown.

- 1) Conduct courthouse research on the New Hope parcel
- 2) Field locate found property pins on the New Hope parcel. If any are missing, calculate location and re-set pins.
- 3) Prepare ROW Acquisition Plat and file it in the County Courthouse
- 4) Set new ROW pins.

Task 3.0: Permitting

CGA shall complete all required applications and documents and submit to the IDOT and the IDNR for permitting purposes.

- 1) Finalize the Traffic Study conducted by UPH by upgrading the access drive to a City Street and submit to the IDOT for their review and approval.
- 2) Complete IDOT Access and Work in the ROW permits.
- 3) Submit plans and applications to the IDOT for approval.
- 4) Complete the IDNR applications for the extension of a public sanitary sewer
- 5) Submit plans and application to the IDNR for approval.

Task 4.0: Bidding and Negotiation

CGA shall assist the City of Marshalltown with the Bidding and Negotiation process to include:

- 1) Publish all notifications as required by the Public Bid law on behalf of the city.
- 2) Submit the Construction Documents to the City's plan room.
- 3) Answer all contractor's questions and issue any Addenda as needed.
- 4) Attend the Bid Letting with city staff
- 5) Prepare the Bid Tab and distribute it to the City and all plan holders
- 6) Attend the City Council meeting to present bid results and recommendation for contract.
- 7) Prepare Construction Contracts and obtain signatures.

Task 5.0: Construction Administration

CGA staff shall complete Construction Administration on the project. The Project Manager will communicate progress with city staff weekly and be the main point of contact with the City throughout construction. Tasks shall include:

- 1) Full time Construction Observation with contractor is working to ensure project is built to plans and specifications
 - a. Prepare daily dairies
 - b. Prepare Weekly Quantities
 - c. Send client weekly updates on construction progress
- 2) Respond to Contractor Requests for Information
- 3) Shop Drawing review
- 4) Review Change Order requests and issue Change Orders as needed
- 5) Complete a final Walk-Through and Punch List with the contractor and City

Attachment C



Hourly Rate Schedule Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2021.

Sr. Project Manager	\$146.00	Sr. Professional Land Surveyor	\$120.00
Project Manager	\$126.00	Professional Land Surveyor	\$105.00
Associate Project Manager	\$116.00	Sr. Lead Surveyor	\$101.00
Sr. Project Engineer	\$111.00	Lead Surveyor	\$79.00
Project Engineer	\$106.00	Survey Tech	\$59.00
Sr. Design Engineer	\$96.00	Summer Intern	\$48.00
Design Engineer II	\$91.00		
Design Engineer I	\$84.00	Survey Crew (One Person)	\$89.00
		Survey Crew (Two Person)	\$135.00
Sr. Design Tech	\$84.50		
Design Tech	\$77.00		
Sr. CADD Tech	\$70.00	Construction Project Manager	\$92.00
CADD Tech	\$61.00	Sr. Construction Tech	\$72.00
		Construction Tech	\$61.00
GIS Director	\$118.00	Lab Manager	\$76.00
Planner, Project Manager	\$113.00		
Aviation Specialist	\$92.00	Sr. Administrative Assistant	\$68.00
ROW Agent	\$85.50	Administrative Assistant	\$58.00
GIS Technician	\$73.00		
Partner	\$202.00		
Principal	\$161.00		

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.65 per mile for automobiles/light trucks and \$1.00 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$55.00 per day. Total Station/GPS survey equipment shall be reimbursed at \$25.00 per hour. All other expenses incurred in connection with the services provided shall be reimbursed at the rate of the actual costs incurred.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE EAST
MAIN STREET DRAINAGE IMPROVEMENTS PROJECT # SMW20004
AN INCREASE OF \$10,094.10**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, Inc. for the labor and material for the East Main Street Drainage Improvements Project #SMW20004; 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 #2 for the East Main Street Drainage Project, in the increased amount of \$10,094.10 is hereby accepted and approved.

Passed this 14th day of June 2021, and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

June 7, 2021

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

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

Re: East Main Street Drainage Improvements, CO #2 – ConStruct, Inc. for adjustment to quantities to reflect actual field verified quantities. CO #2 is for an increase of the project costs by \$10,094.10 for a final project cost of \$159,143.00.

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

Recommendation: Staff recommends approval of the Change Order as submitted

Background: This change order includes additional quantities to replace curb and gutter, pavement, and driveway west of the 7th Avenue and Main Street intersection to correct drainage issues at the intersection. Work was performed using existing unit prices. This is a final change order for the project. The work has been completed and this change order is to reconcile final as-constructed quantities.

Budget Impact: Budget has sufficient funds for work.

Attachment: Change Order #2

cc: Jessica Kinser, City Administrator

City Council
Mike Ladehoff, Mike Gowdy, Al Hoop,
Gary Thompson, Bill Martin, Bethany Wirin, Gabriel Isom



CHANGE ORDER NO.: 2 (Final)

Owner:	City of Marshalltown	Owner's Project No.:	SMW20004
Engineer:	City of Marshalltown	Engineer's Project No.:	
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	East Main Street Drainage Improvements		
Contract Name:	Base Bid and Alternate Bid #1		
Date Issued:	June 7, 2021	Effective Date of Change Order:	June 14, 2021

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

Description:

Final as-constructed quantities. Additional quantities for extension of work to West of 7th Avenue to correct drainage issues.

Attachments:

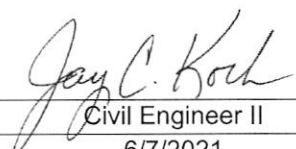
See attached summary sheet for quantity changes.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 130,430.00		Substantial Completion: April 15, 2021	
		Ready for final payment: May 15, 2021	
Increase from previously approved Change Orders No. 1 to No. 1:		[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	
\$ 18,618.90		Substantial Completion: No Change	
		Ready for final payment: No Change	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 149,048.90		Substantial Completion: April 15, 2021	
		Ready for final payment: May 15, 2021	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 10,094.10		Substantial Completion: May 1, 2021	
		Ready for final payment: June 1, 2021	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 159,143.00		Substantial Completion: May 1, 2021	
		Ready for final payment: June 1, 2021	

Recommended by Engineer

Accepted by Contractor
Con-Struct, Inc.

By:


 Title: Civil Engineer II
 Date: 6/7/2021
 Authorized by Owner

Vice President
 6/7/2021

By:

Title: Mayor
 Date: 6/14/2021

Change Orders									
Item	Description	Quantity	Unit	Unit Price	Total Price	Quantity Installed	CO-2 Change	Value CO-2	Total CO Value
CO-1	Topsoil, On-site	8.00	CuYd	\$35.00	\$280.00	8.00	0.00	\$0.00	\$280.00
CO-2	Excavation, Class 13	41.00	CuYd	\$20.00	\$820.00	70.00	29.00	\$580.00	\$1,400.00
CO-3	Subgrade Preparation	147.40	SqYd	\$4.00	\$589.60	252.00	104.60	\$418.40	\$1,008.00
CO-4	Subbase, Modified (Type)	147.40	SqYd	\$7.00	\$1,031.80	252.00	104.60	\$732.20	\$1,764.00
CO-5	Valve Box Adjustment, Minor	1.00	Each	\$500.00	\$500.00	3.00	2.00	\$1,000.00	\$1,500.00
CO-6	Manhole Adjustment, Minor	0.00	Each	\$2,000.00	\$0.00	-1.00	-1.00	-\$2,000.00	(\$2,000.00)
CO-7	Pavement, PCC, 8" (Thickness)	65.90	SqYd	\$75.00	\$4,942.50	116.10	50.20	\$3,765.00	\$8,707.50
CO-8	Pavement, PCC, 8" (Thickness) (Fillet)	17.40	SqYd	\$75.00	\$1,305.00	17.40	0.00	\$0.00	\$1,305.00
CO-9	Pavement, PCC, 8" (Thickness) (Valley Gutter)	12.90	SqYd	\$80.00	\$1,032.00	12.90	0.00	\$0.00	\$1,032.00
CO-10	Curb and Gutter, 30" (Width), 8" (Thickness)	33.70	Ft	\$35.00	\$1,179.50	33.70	0.00	\$0.00	\$1,179.50
CO-11	Removal of Sidewalk	25.70	SqYd	\$15.00	\$385.50	25.70	0.00	\$0.00	\$385.50
CO-12	Removal of Curb	68.00	Ft	\$4.00	\$272.00	68.00	0.00	\$0.00	\$272.00
CO-13	Sidewalk, PCC, 6" (Thickness)	27.20	SqYd	\$55.00	\$1,496.00	96.30	69.10	\$3,800.50	\$5,296.50
CO-14	Detectable Warning	20.00	SqFt	\$40.00	\$800.00	20.00	0.00	\$0.00	\$800.00
CO-15	Pavement Removal	99.00	SqYd	\$15.00	\$1,485.00	149.00	50.00	\$750.00	\$2,235.00
CO-16	Temporary Traffic Control	0.00	LS	\$5,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00
CO-17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	50.00	SqYd	\$11.00	\$550.00	168.00	118.00	\$1,298.00	\$1,848.00
CO-18	Warranty (Seeding, Fertilizing, and Mulching)	0.24	LS	\$1,500.00	\$360.00	0.24	0.00	\$0.00	\$360.00
CO-19	SWPPP Preparation	0.00	LS	\$800.00	\$0.00	0.00	0.00	\$0.00	\$0.00
CO-20	SWPPP Management	0.00	LS	\$3,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00
CO-21	Construction Survey	0.20	LS	\$1,250.00	\$250.00	0.20	0.00	\$0.00	\$250.00
CO-22	Mobilization	0.20	LS	\$6,700.00	\$1,340.00	0.20	0.00	\$0.00	\$1,340.00
CO-23	Concrete Washout	0.00	LS	\$250.00	\$0.00	-1.00	-1.00	-\$250.00	(\$250.00)
Change Order Totals					\$18,618.90			\$10,094.10	\$28,713.00

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE CON-STRUCT, INC. EAST MAIN STREET DRAINAGE
IMPROVEMENTS PROJECT, BEING PROJECT NO. SMW20004, WITH A FINAL
PROJECT COST IN THE AMOUNT OF \$159,143.00**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the East Main Street Drainage Improvements, and

WHEREAS, said project has been completed by Con-Struct, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the East Main Street Drainage Improvements, being project No. SMW20004, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 14th day of June 2021, and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: SMW20004
Engineer: City of Marshalltown Engineer's Project No.: SMW20004
Contractor: ConStruct, Inc. Contractor's Project No.:
Project: East Main Street Drainage Improvements
Contract Name: East Main Street Drainage Improvements, Including Base Bid, Alternate Bid #1,
Change Orders #1 and #2
Notice Date: June 7, 2021 Effective Date of the Construction Contract: 11/05/2020

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable. This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

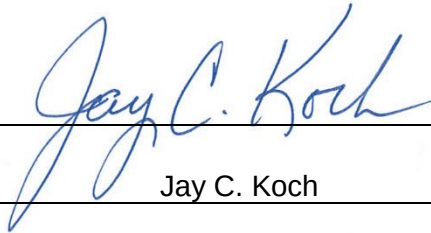
This Notice applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer:

By (signature):



Name (printed):

Jay C. Koch

Title:

Civil Engineer II

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: SMW20004
Engineer: City of Marshalltown Engineer's Project No.: SMW20004
Contractor: ConStruct, Inc. Contractor's Project No.:
Project: East Main Street Drainage Improvements
Contract Name: East Main Street Drainage Improvements, Including Base Bid, Alternate Bid #1,
Change Orders #1 and #2

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

East Main Street Drainage Improvements, Including Base Bid, Alternate Bid #1, Change Orders #1 and #2

Date of Substantial Completion: **May 1, 2021**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

None

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

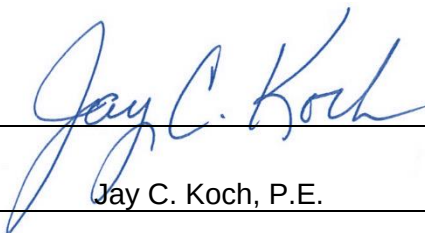
None

The following documents are attached to and made a part of this Certificate:

Engineer's Notice of Acceptability

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer:

By (signature):  _____

Name (printed): _____ Jay C. Koch, P.E.

Title: _____ Civil Engineer II

**RESOLUTION APPROVING THE TITLE VI AGREEMENT AND ASSURANCES FOR
THE CITY OF MARSHALLTOWN**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Title VI Approval of Agreement and Assurances for the City of Marshalltown; and

WHEREAS, the 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 same should now be approved and accepted.

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

Section 1. That the proposed Title VI Approval of Agreement and Assurances for the City of Marshalltown is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 14th day of June 2021, and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The City of Marshalltown (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The City of Marshalltown, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

the City of gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

The City of Marshalltown

(Name of Recipient)

by

(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the _____ will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto _____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the _____, its successors and assigns.

The _____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
City of Marshalltown**

Agency Information

Name and title of administrative head:

Name: Jessica Kinser Title: City Administrator

Address: 24 N Center Street

City: Marshalltown State: IA ZIP Code: 50158 County: Marshall

Phone/FAX: 641-754-5799 Email: jkinser@marshalltown-ia.gov

Name and title of designated Title VI coordinator:

Name: Justin Nickel Title: Director of Public Works

Address: 24 N Center Street

City: Marshalltown State: IA ZIP Code: 50158 County: Marshall

Phone/FAX: 641-754-5734 Email: jnickel@marshalltown-ia.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, Marshalltown (Name of City/County) has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way
Ames, Iowa 50010
515-233-7970
515-232-6739 (FAX)
civil.rights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

City of Marshalltown

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Title VI Non-discrimination Policy Statement

The _____ (Name of City/County) _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ (Name of Person/Department) _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Printed Name and Title

Date

**RESOLUTION APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA
DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF
MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2022**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 28E Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, expiring August 22, 2022; and

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

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

Section 1. That the Agreement by and between the City of Marshalltown and the Iowa Department of Inspections and Appeals, for investigation services related to the HUD Section 8 Housing Choice Voucher Program, expiring August 22, 2022, is hereby approved in all respects and particulars.

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

Passed this 14th day of June 2021 and signed this _____ day of June 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 14, 2021 Meeting

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

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

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

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

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

Attachment: Resolution & 28E Agreement

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

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

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

The parties hereto agree as follows:

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

Rights, Powers, and Responsibilities:

CM agrees to:

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

DIA agrees to:

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

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

Duration: This Agreement shall be in full force and effect from August 23, 2021 to August 22, 2022, unless terminated earlier in accordance with the Termination section of this Agreement. CM and DIA shall meet at least thirty (30) days prior to the expiration of this Agreement to determine renewal and any modifications to the Agreement, including but not limited to, funding.

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

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

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

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

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

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

Larry Johnson Jr., Director
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

Joel Greer, Mayor
CITY OF MARSHALLTOWN

Date

Date

**RESOLUTION TO APPROVE 6-MONTH EXTENSION OF TIME TO COMPLETE THE
FAÇADE GRANT WORK FOR 32 E. MAIN STREET AND 8 N. 1ST AVENUE**

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 Council already approved on June 22, 2020 up to \$10,163.75 on Resolution 2020-190 for façade work at 32 E. Main Street and 8 N. 1st Avenue, which includes exterior painting, awnings, and a storefront rehabilitation; and

WHEREAS, the original application for façade grant funds requires that all improvements must be completed within 365 days of the date of the application approval, unless otherwise authorized or extended; and

WHEREAS, the owner, BPlus Properties LLC, is requesting a 6-month extension to complete the project, due to the scarcity of supplies (metal) for the awnings.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the facade improvements until December 22, 2021.

Passed this 14th day of June, 2021, and signed this ____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

FINANCE DEPARTMENT

June 9, 2021

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Extension request of façade grant completion date for 32 E. Main Street and 8 N. 1st Ave

Policy Issue: Grant applicants must complete work within 1 year of approval; otherwise an extension is required. City Council approved the facade grant on June 22, 2020.

Recommendation: The Incentive Grant Committee recommends extending the completion date from June 22, 2021 to December 22, 2021.

Background: Council approved a façade grant for the In-Stitches and SportsPlus properties on June 22, 2020. Scott Carnahan with BPlus Properties LLC, the owner, has requested a 6-month extension to complete the project due to the scarcity of supplies (metal) for the awnings. The painting of the exterior surface and storefront rehabilitation has already been completed.

Budget Impact: N/A. The funds of up to \$10,163.75 were already approved in June 2020. The total project was \$40,655, of which the grant pays 25%.

Attachment: 2020-190 RESOLUTION TO APPROVE THE FACADE GRANT APPLICATION FOR 32 E. MAIN STREET AND 8 N. 1ST AVE

cc: Jessica Kinser, City Administrator

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
32 E. MAIN STREET AND 8 N. 1st AVE., 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 32 E. Main St. and 8 N. 1st Ave, which is owned by BPlus Properties, LLC (Woodbury Building with business names SportsPlus and In Stitches) for awnings, painting of exterior surface, and storefront rehabilitation; 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 \$40,655 so 25% would be \$10,163.75, so the maximum allowed of the grant would be \$10,163.75; 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 \$10,163.75 for the reimbursement to BPlus Properties, LLC for the facade improvements at the Woodbury building including 32 E. Main Street and 8 N. 1st Avenue.

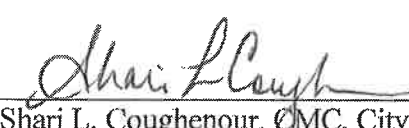
PASSED this 22nd day of June, 2020, and signed this 23 day of June, 2020.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Shari L. Coughenour, CMC, 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

June 17, 2020

Dear Mayor and Councilors,

I am writing this to submit an Incentive Facade Grant request, on behalf of Scott Carnahan, the owner BPlus Properties, located at 32 E. Main St. This building houses SportsPlus and In Stitches. Scott Carnahan has had contractors working on tornado repairs, windows, tuckpointing and cleaning of the building's bricks for a few months now. Scott is nearing the next phase of his building rehab which includes painting all of the external metal trim to be consistent with Main Street Iowa color schemes on both Main Street, and the portion of the building that faces 1st Avenue. The stucco above SportsPlus will be removed, and the exterior rehabilitated either with tuck pointing of the brick or EIFS. The walls of In Stitches will also have its exterior walls removed and recovered with EIFS to ensure water tightness. New awnings will also be placed above the entrances of SportsPlus and In Stitches. BPlus Properties' building improvements will complement and increase the curb appeal value to downtown Marshalltown. This project is a great visual example for our community and stakeholders of Marshalltown's recovery efforts to move forward.

The Downtown Incentive Committee had discussion on June 17, 2020, regarding this request. The request is as follows:

Awning with façade project	\$16,500.00
Painting of exterior surface	\$15,000.00
Storefront Rehab	\$ 8,000.00
Taxes for Awning	<u>\$ 1,155.00</u>
Total	\$40,655.00 x 25% Reimbursement = \$10,163.75 Grant Request

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

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

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District Façade Grant Application

Property Information:

Address: 32 E Main St. / 8 N. 1st Ave Marshalltown, IA 50158

Current Tenant (Business Name): Sports Plus / In Stitches, (Woodbury Building)

Use: Commercial / Residential - Mixed. Zoning: _____

Applicant Information:

☐ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Name of Applicant: Scott Carnahan (BPlus Properties, LLC.)

Mailing Address: 1 College View Lane Marshalltown, IA 50158

Phone: 641-485-1459 ^{Street} ^{City,} ^{State} ^{Zip} Fax: 641-753-6636 Cell: 641-485-1459

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: BPlus Properties, LLC (Scott Carnahan / Brenda Carnahan)

Mailing Address: 1 College View Lane Marshalltown, IA 50158

Phone: 641-485-1459 ^{Street} ^{City,} ^{State} ^{Zip} Fax: 641-753-6636 Cell: 641-485-1459

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$
☒ Awning with façade project	\$16,500.00
☐ Brick cleaning and tuckpointing	\$
☐ Exterior lighting	\$
☒ Painting of exterior surface	\$15,000.00
☐ Preservation of architectural elements	\$
☐ Removal of inappropriate elements	\$
☐ Signage	\$
☒ Storefront rehabilitation/restoration	\$8,000.00
☐ Window and/or door repair	\$
☒ Other; explain <u>Tax on Awning</u>	\$1,155.00
Total estimated cost	\$40,655.00
Grant amount requested	\$10,163.75

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 MCBF 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



Signature of Applicant

6/15/2020

Date



Signature of Owner

6/15/2020

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

Work commenced prior to approval of the Façade Grant Application is not eligible.

**Marshalltown Central Business District/
Facade Grant Application**

Marshalltown Central Business District
City Code Building Upgrade Grant
Downtown TIF District #4

June 15, 2020

Reason for the project:

The Woodbury Building sits at the corner of Main Street and 1st Avenue.

Due to damage from the July 19, 2018 tornado, repairs are being done to the 3rd story west wall, roof and cornice of the building.

These improvements led to further exploration into the financial feasibility of getting the remainder of the front and east side painted along with the wall repairs for the portion of the building that houses In Stitches because of ongoing leaks into their store.

Description of the project:

1. Paint all of the external metal trim on the Main Street side and 1st Avenue side of the building.
2. The metal trim paint colors are consistent with the Main Street Tech Notes Color Scheme and will be a combination of navy, tan and off white to accent the design of the building.
3. The stucco above the SportsPlus entrance will be removed. If the brick behind it is in good shape, it will be left alone. If it is in poor shape, tuck pointing will be performed or EIFS stucco will be replaced for the most appealing look.
4. The walls on In Stitches will be taken off and replaced using EIFS stucco to ensure water tightness and stability.
5. The walls will be repainted the same terracotta color that it is currently.
6. New cloth awnings will be placed outside the In Stitches store, 1 each on the East and South side.
7. The cloth on the awning will be replaced on SportsPlus, as it is weathered and aged and no longer looks good and would detract from the improvements being made.

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave

Marshalltown, IA 50158 US

(641) 351-4224

cirodiorio@yahoo.com

Estimate**ADDRESS**

B+ Properties

32 E. Main Street

Marshalltown, IA 50158

ESTIMATE

1109

DATE

05/01/2020

DESCRIPTION	AMOUNT
Painting of the remainder of steel on the South side of building.	7,000.00
Painting of the remainder of steel on the East side of building.	8,000.00
Payment Agreement:	
10% Upon Scheduling	
40% Upon Starting	
25% Midway	
25% Upon Completion	
TOTAL	\$15,000.00

Accepted By

Accepted Date

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave

Marshalltown, IA 50158 US

(641) 351-4224

cirodiiorio@yahoo.com

Estimate

ADDRESS

B+ Properties

32 E. Main Street

Marshalltown, IA 50158

ESTIMATE

1110

DATE

05/01/2020

DESCRIPTION	AMOUNT
Plaster and EIFS Repairs on the South side of building.	2,000.00
Plaster and EIFS Repairs on the East side of building.	6,000.00
Payment Agreement: 10% Upon Scheduling 40% Upon Starting 25% Midway 25% Upon Completion	
TOTAL	\$8,000.00

Accepted By

Accepted Date

SIGN CREATIONS

111 S. 1st Ave.
Marshalltown, Ia. 50158
Phone 641-753-9394
Fax 641-754-4820

Estimate

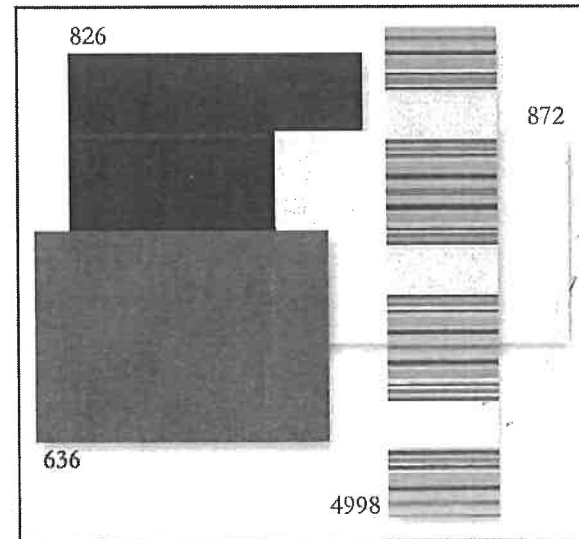
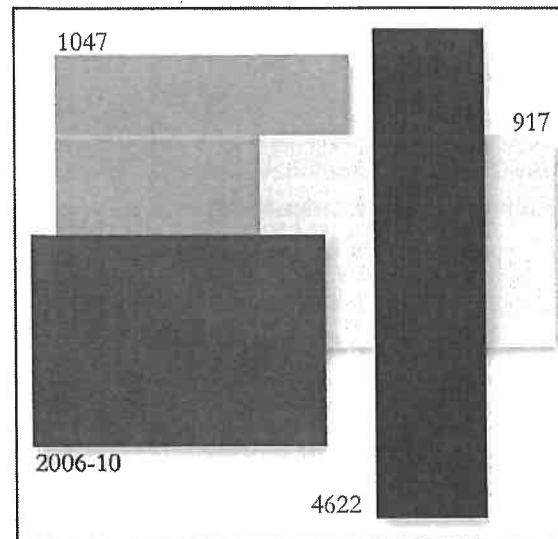
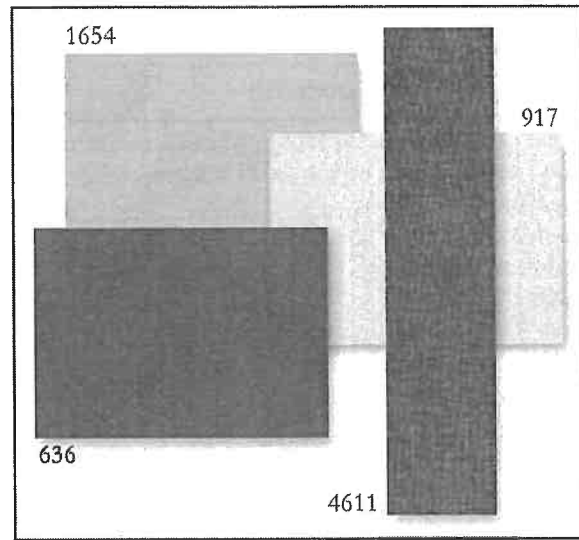
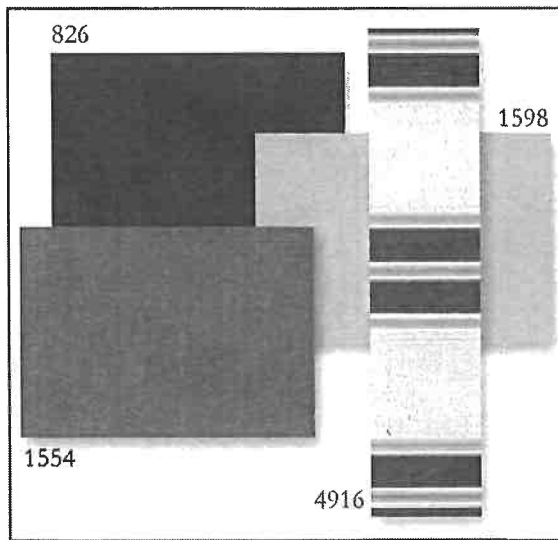
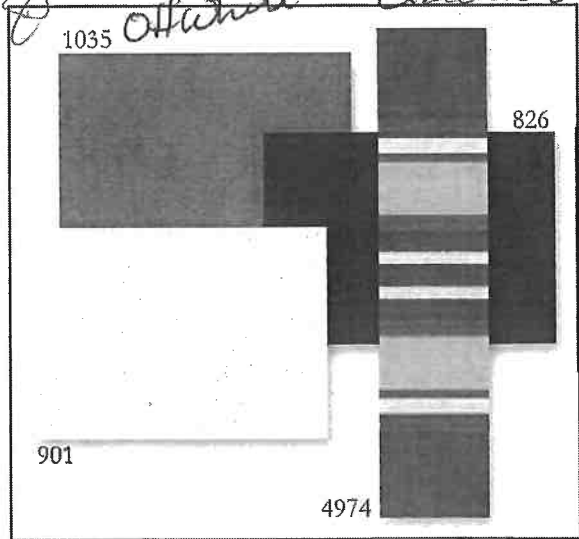
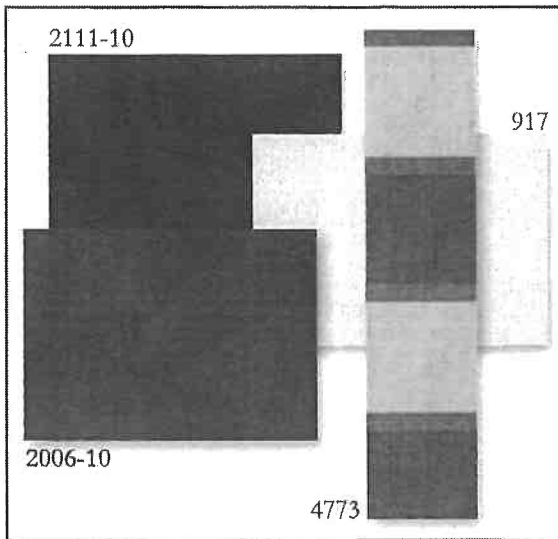
Date	Estimate #
6/12/2020	3025

Name / Address
Sports Plus 32 East Main Street Marshalltown, IA 50158

			Project
Description	Qty	Cost	Total
East side of Woodbury Building . Aluminum Extrusion Awnings above windows 15'w x 3'h x3' proj With vinyl cover	3	3,150.00	9,450.00T
South side of Woodbury Building. Aluminum Extrusion Awning above windows. 19'4"w x3'h x 3; proj with vinyl cover	1	3,850.00	3,850.00T
Replace Fabric from Retractable awnings 18'w x 6' proj	2	1,275.00	2,550.00T
Installation of Awnings and replacing Fabric from Retractable Awning	1	650.00	650.00T
		Subtotal	\$16,500.00
		Sales Tax (7.0%)	\$1,155.00
		Total	\$17,655.00

Paint Schemes

Calvary - Navy
 Tan - Bleeker Beige
 Offwhite - Glacé white



**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF LOT 1 AND LOT 2 OF THE VIEJO BLUFFS FIRST
ADDITION HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA,
TO IOWA RIVER HOSPICE INC**

WHEREAS, the Council of the City of Marshalltown, Iowa, is proposing to transfer and convey subject to existing easements and restrictions of record, if any, of the described as follows:

LOT 1:

A PART OF VIEJO BLUFFS FIRST ADDITION, INCLUDED IN AND FORMING A PART OF THE CITY OF MARSHALLTOWN, COUNTY OF MARSHALL, STATE OF IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M; THENCE S00°04'00"E, 336.05 FEET; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY OF EAST MERLE HIBBS BOULEVARD, S89°28'15"W, 249.07 FEET; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY 297.38 FEET ON A 735.00 FOOT RADIUS CURVE CONCAVE NORTHEAST HAVING A LONG CHORD BEARING N78°56'19"W, 295.35 FEET; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY, N67°20'52"W, 299.26 FEET; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY 322.16 FEET ON A 821.38 FOOT RADIUS CURVE CONCAVE SOUTHWEST, HAVING A LONG CHORD BEARING N78°00'30"W, 320.10 FEET; THENCE ALONG THE EAST LINE OF LOT 5 OF WAL-MART 2ND ADDITION TO MARSHALL, N00°14'44"W, 105.31 FEET; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, S89°43'35"E, 1128.29 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 6.43 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LOT 2:

A PART OF VIEJO BLUFFS FIRST ADDITION, INCLUDED IN AND FORMING A PART OF THE CITY OF MARSHALLTOWN, COUNTY OF MARSHALL, STATE OF IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M; N89°27'06"E, 432.87 FEET; THENCE S00°31'44"E, 336.18 FEET; THENCE ALONG THE PROPOSED NORTHERLY RIGHT OF WAY OF EAST MERLE HIBBS BOULEVARD, S89°28'15"W, 435.58 FEET; THENCE N00°04'00"W, 336.05 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 3.35 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, the consideration for the transfer and conveyance of the lots above described to Iowa River Hospice Inc, is the sum of Two Hundred Sixty-one Thousand Dollars (\$261,000).

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

Section 1. The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 28th day of June, 2021, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal for transfer and conveyance of the above said lots and to take final action thereon.

Section 3. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing

Passed this 14th day of June, 2021, and signed this _____ day of June, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING A CONTRACT WITH DAN’S OVERHEAD DOORS FOR \$299,554
TO COMPLETE WORK AT THE MARSHALLTOWN AIRPORT FUNDED BY INSURANCE
PROCEEDS**

WHEREAS, the derecho on August 10, 2020, caused significant damage throughout Marshalltown, including at the Marshalltown Airport; and

WHEREAS, the Iowa Communities Assurance Pool (ICAP) has approved a number of repairs at the Marshalltown Airport, including the following:

Location	Property
Airport- Hangar #4	\$ 188,683.39
Airport- Hangar #2	\$ 58,118.47
Airport- Hangar Stalls 11-20	\$ 55,561.31
Airport- Hangar #6	\$ 105,412.02
Airport- Hangar-Stalls 1-10	\$ 25,242.21
Airport- Hangar- stalls 27-36	\$ 120,368.37
Airport- Main Office/Maintenance	\$ 2,406.92
Airport- Hangar #3	\$ 6,752.01
Airport- Old Fisher Hangar	\$ 30,717.48
Airport- Hangar Building #5	\$ 69,442.36
Airport Fencing and Flagpole	\$ 7,380.00

; and

WHEREAS, ICAP has approved Dan’s Overhead Doors to complete work on the door-related repairs at approved property locations, totaling \$299,554;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Purchasing Policy is hereby waived to forgo the requirement to get another bid for the door-related work at the Marshalltown Airport, resulting from the 2020 derecho, and the Mayor is authorized to execute an agreement with Dan’s Overhead Doors for the ICAP-approved work of \$299,554.

Passed this 14th day of June, 2021, and signed this _____ day of June, 2021

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Dan's OVERHEAD DOORS & MORE

Dustin Bernacki, Sales Representative
4669 121st Street * Des Moines, Iowa 50323
319-626-3667 / 319-626-3070 Fax / 319-631-2009 Cell
E-mail: dustin@dansdoors.com

February 3, 2021

City of Marshalltown
24 N. Center Street
Marshalltown, IA 50158

Marshalltown Airport Storm Damage

Dave Daters

PROJECT: Marshalltown Regional Airport

The following is a breakout of what I found on my inspection:

HANGARS TO BE SERVICED:

- 6: RH upper hinge is slightly pulled out, re weld, broken weld on door : \$ 750.00
- 9: Replace Cables, cracks on aluminum vertical members of door : \$ 875.00
- 11: 2x2 aluminum angle is bent, has cracks in vertical members of lower half: \$ 875.00

NEW DOORS:

Hangar # 5:

MATERIAL AND LABOR; \$ 61,580.00 non taxed

Hangar 2

- Fabricate bent steel caps for the block columns that are cracked, full height
MATERIAL AND LABOR; \$ 43,816.00 non taxed
- Replace 8x8 vertical lift sectional door
MATERIAL AND LABOR; \$ 1,250.00 non taxed

Hangar 20

MATERIAL AND LABOR; \$ 31,069.00 non taxed

Hangar 21

MATERIAL AND LABOR; \$ 38,620.00 non taxed

Hangar 23

MATERIAL AND LABOR; \$ 42,720.00 non taxed

Hangar 35

MATERIAL AND LABOR; \$ 39,057.00 non taxed

Hangar 36

MATERIAL AND LABOR; \$ 39,057.00 non taxed

NEW sectional doors for #31- NE Garage Door): \$ 2,385.00 non taxed

Continued on next page. . .

Dedicated . . . Determined . . . Dependable



Emergency Service
1-800-373-3667
www.dansdoors.com



Dan's OVERHEAD DOORS & MORE

Dustin Bernacki, Sales Representative
4669 121st Street * Des Moines, Iowa 50323
319-626-3667 / 319-626-3070 Fax / 319-631-2009 Cell
E-mail: dustin@dansdoors.com

Page 2

ACCEPTED FOR SELLER:
Dustin Bernacki
Vice President

WE ACCEPT THE ABOVE PROPOSAL:



Print Name

Signature

Date

Payment Terms

1. Down payment or an approved credit application may be required for new customers or special ordered items.
2. Terms: Payment due 10 days after invoiced date. 1.5% per month (18 APR) finance charge will be added to all past due accounts.
3. Partial billings for completed work are to be allowed. Delays beyond our control will not delay or otherwise encumber payments of the contract to Dan's Overhead Doors.
4. A Credit Card Convenience Fee of 3% on purchases of \$ 1,000.00 or more.

Conditions of this proposal:

1. Dan's Overhead Doors and More reserve the right to determine the status of the worksite for the safety of its workers. Some additional charges may apply if the above conditions are not met. We will, of course, work with the site personnel to safely complete the project on an "on-time schedule", if possible.
2. This estimate is not based on installation during "winter-time" conditions, unless specifically stated as such. Winter-time or other adverse conditions are as follows, but not limited to:
 - A. Below zero working condition
 - B. High winds in any temperature
 - C. Extreme snowfall or ice storms
3. Heating the work areas, when required, is the responsibility of the contractor. Temporary enclosure of the doorways, if required, is the contractor's responsibility, unless specifically spelled out in the contract, proposal or scope of work.
4. Approaches and/or inside floor areas must be clear, level and safe for navigation of equipment and workers. Floors that are not finished or have poured concrete, should be level and backfilled to allow a safe workplace for lifts or ladders, if required.
5. Openings must be properly framed and finished; square and plumb, as shown in shop drawings or per standard manufacturer or industry standards.
6. Lifting equipment for unloading, material handling and job site installation provided by others, unless otherwise stated. Electrical wiring, both primary and secondary, provided by others.
7. Please anticipate a 3-week lead-time from the date of purchase.
8. Price is subject to change, due to fluctuating steel and lumber prices, and a final job inspection.



Dedicated . . . Determined . . . Dependable

Emergency Service
1-800-373-3667
www.dansdoors.com



Prepared by Roger R. Schoell, 102 E. Church Street, Marshalltown, IA 50158,
641-752-4507

RESOLUTION ACCEPTING QUIT CLAIM DEED

WHEREAS, The City of Marshalltown, the legal titleholder and owner of record of Viejo Bluffs First Addition to Marshall, Marshall County, Iowa, has conveyed to the CITY OF MARSHALLTOWN, IOWA, for its use and use by its franchise holders:

A permanent easement for erection, installation, and maintenance of a water main in, under or across the following described real estate, but not including a right of usage for or as a public street or alley:

The South 20 feet of Lot 1 and Lot 2 of Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa.

WHEREAS, the easement rights herein granted and conveyed include the right of ingress and egress for the erection, installation and maintenance of public utilities and services; and

WHEREAS, the City Council has given due consideration to same and finds that said Quit Claim Deed should be accepted subject to and on the conditions contained therein;

NOW THEREFORE BE IT RESOLVED by the Council of the CITY OF MARSHALLTOWN:

That said Quit Claim Deed of the above and foregoing real estate for easement purposes and under the conditions therein contained, be approved, and the same is hereby approved and accepted.

ALL OF WHICH IS hereby authorized and approved by this Council.

Councilman _____ moved the adoption of the foregoing Resolution and seconded by Councilman _____ and upon Roll Call the members of the Council voted as follows:

YEA: _____

NAY: _____

ABSENT: _____

Passed and approved this _____ day of _____, 2021.

Joel T.S. Greer, Mayor
City of Marshalltown, Iowa

ATTEST:

Alicia M. Hunter, Clerk
City of Marshalltown, Iowa

Taxpayer & Return to: City of Marshalltown, 24 N. Center St., Marshalltown, IA 50158
Prepared by: Roger R. Schoell, 102 E. Church Street, Marshalltown, IA 50158, 641-752-4507

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the City of Marshalltown the legal titleholder and owner of record of Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, does hereby Quit Claim to the Marshalltown Water Works the following:

A permanent easement for erection, installation, and maintenance of a water main in, under or across the following described real estate, but not including a right of usage for or as a public street or alley:

The South 20 feet of Lot 1 and Lot 2 of Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa.

The easement rights herein granted and conveyed include the right of ingress and egress for the erection, installation, and maintenance of public utilities and services.

Dated this _____ day of June, 2021.

CITY OF MARSHALLTOWN

BY: Joel T.S. Greer, Mayor

ATTEST: Alicia M. Hunter, City Clerk

STATE OF IOWA, MARSHALL COUNTY, ss:

On this _____ day of June A.D., 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joel T.S. Greer, Mayor, and Alicia M. Hunter, City Clerk, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public, State of Iowa

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 14, 2021 Meeting

RE: Viejo Bluffs First Addition Final Plat

Policy Issue: Anytime a property is divided into 3 or more parcels the City requires a subdivision plat.

Background: Viejo Bluffs First Addition is the subdivision of the City property which was acquired as part of the E. Merle Hibbs Blvd. road extension. The plat includes three parcels. Two for development and one for right-of-way.

Recommendation: Plan Zoning Commission recommended approval of the Viejo Bluffs First Addition Final Plat on April 15, 2021.

Budget Impact: Since this is City property the City is responsible for the platting costs.

Attachment: Plat documents

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

RESOLUTION APPROVING FINAL PLAT
OF VIEJO BLUFFS FIRST ADDITION
TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

Whereas the Final Plat for Viejo Bluffs First Addition has been filed for review and approval with the Marshall County Auditor/Recorder and

Whereas the Final Plat was reviewed and approved by the Marshalltown Planning and Zoning Commission on _____, 2021, and

Whereas the City Council has reviewed the Final Plat.

NOW THEREFORE BE IT THEREFORE RESOLVED: that the Final Plat of Viejo Bluffs First Addition is hereby approved and accepted and should be submitted to the Marshall County Recorder for filing.

Passed this _____ day of _____, 2021 and signed this _____ day of _____, 2021.

CITY OF MARSHALLTOWN

Joel T.S. Greer, Mayor

ATTEST:

Alicia M. Hunter, City Clerk

DRAWING PATH: N:\Projects\190227-000\06-Drawings\Survey\Merle Hibbs Subdivision.dwg PLOT DATE: 06/7/2021 1:18 PM PLOTTED BY: JOHN DEWEY

INDEX LEGEND
CITY: MARSHALLTOWN, IOWA
COUNTY: MARSHALL
SECTION: Viejo Bluffs 1st Add Of Acq. Parcel 1 Of NE1/4SE1/4 Sec. 11 & NW1/4SW1/4 Sec. 12 All in T83N-R18W
PROPRIETOR: CITY OF MARSHALLTOWN
REQUESTED BY: CITY OF MARSHALLTOWN
SURVEYOR: JOHN DEWEY
COMPANY: MCCLURE
RETURN TO: MCCLURE ATTN: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

VIEJO BLUFFS FIRST
ADDITION
MARSHALLTOWN, IOWA

AREA:	ZONING:
NE1/4 SE1/4	TRADITIONAL
SEC. 11-83-18 - 8.62 ACS	NEIGHBORHOOD
NW1/4 SW1/4	
SEC. 12-83-18 - 4.47 ACS	
TOTAL	- 13.09 ACS

SETBACK SUMMARY:

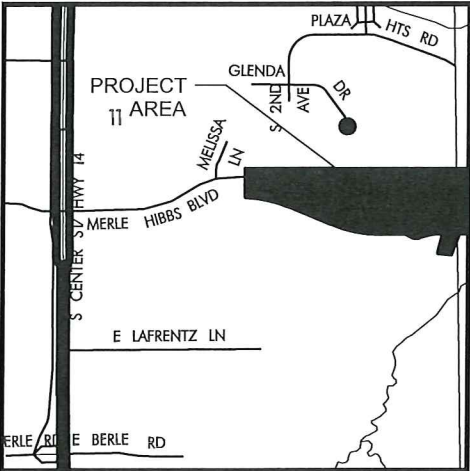
USE ^a	Front Yard Setback (min/max)	Rear Yard Setback (minimum)	Side Yard Setbacks (minimum/ combined)	Minimum Lot Area Required/Unit	Maximum Height	Minimum Lot
Width						
COMMERCIAL c.	0/15 feet	0	None d.	800 Square Feet	45 Feet	25 Feet
MULTI-FAMILY	0/25 feet	10 feet	None d.	1,700 Square Feet	45 Feet	25 Feet
SINGLE-FAMILY ATTACHED	10/25 feet	15 feet	6/12 b.	2,000 Square Feet	35 Feet	25 Feet
SINGLE-FAMILY DETACHED	15/25 feet	15 feet	6/12	3,500 Square Feet	35 Feet	35 Feet

NOTES TO TABLE:
a. DOES NOT INCLUDE RESIDENTIAL UNITS ABOVE A COMMERCIAL SPACE
b. NONE IF SHARED WALLS
c. INCLUDING RESIDENTIAL USES ABOVE COMMERCIAL SPACE
d. 6-FOOT MINIMUM PER SIDE WHEN ADJACENT TO A RESIDENTIAL DWELLING

LEGAL DESCRIPTION:

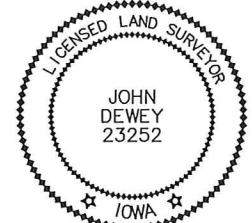
A PART OF ACQUISITION PARCEL 1 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., ALSO BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., AS RECORDED IN MARSHALL COUNTY RECORDS INSTRUMENT, 2020-00000789, ALL INCLUDED IN AND FORMING A PART OF THE CITY OF MARSHALLTOWN, COUNTY OF MARSHALL, STATE OF IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12, N89°27'06"E, 432.87 FEET; THENCE S00°31'44"E, 416.18 FEET; THENCE S89°28'15"W, 174.17 FEET; THENCE S20°28'15"W, 146.89 FEET; THENCE N84°31'35"W, 87.27 FEET; THENCE N15°06'10"E, 132.92 FEET; THENCE S89°28'15"W, 21.14 FEET; THENCE 136.44 FEET ALONG A 382.00 FOOT RADIUS CURVE CONCAVE SOUTHEAST, HAVING A LONG CHORD S79°14'19"W, 135.72 FEET; THENCE 65.43 FEET ALONG A 68.00 FOOT RADIUS CURVE CONCAVE NORTH, HAVING A LONG CHORD BEARING N83°25'47"W, 62.93 FEET; THENCE 42.66 FEET ALONG A 102.00 FOOT RADIUS CURVE CONCAVE SOUTHWEST, HAVING A LONG CHORD N67°50'46"W, 42.35 FEET; THENCE S89°28'15"W, 150.65 FEET; THENCE 329.74 FEET ALONG A 815.00 FOOT RADIUS CURVE CONCAVE NORTHEAST, HAVING A LONG CHORD BEARING N78°56'19"W, 327.50 FEET; THENCE N67°20'52"W, 299.26 FEET; THENCE 289.76 FEET ALONG A 788.85 RADIUS CURVE CONCAVE SOUTHWEST, HAVING A LONG CHORD BEARING N77°52'15"W, 288.13 FEET; THENCE ALONG THE EXISTING EASTERLY RIGHT OF WAY OF E. MERLE HIBBS BOULEVARD, N00°25'52"W, 79.80 FEET; THENCE ALONG THE EAST LINE OF LOT 5 OF WAL-MART 2ND ADDITION TO MARSHALL, AN OFFICIAL PLAT AS RECORDED IN MARSHALL COUNTY RECORDS INSTRUMENT 0302885, N00°14'44"W, 105.31 FEET; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, S89°43'35"E, 1128.29 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 13.09 ACRES AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



VICINITY MAP- NTS

MCCLURE
making lives better.
1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370



I HEREBY CERTIFY
THAT THIS LAND
SURVEYING
DOCUMENT WAS
PREPARED AND THE
RELATED SURVEY
WORK WAS
PERFORMED BY ME
OR UNDER MY
DIRECT PERSONAL
SUPERVISION AND
THAT I AM A DULY
LICENSED LAND
SURVEYOR UNDER
THE LAWS OF THE
STATE OF IOWA.

NAME: *John Dewey*
DATE: 6/10/2021
JOHN DEWEY, PLS
NO. 23252

MY LICENSE
RENEWAL DATE IS
DECEMBER 31, 2021
SHEETS COVERED BY
THIS SEAL:
3 SHEETS



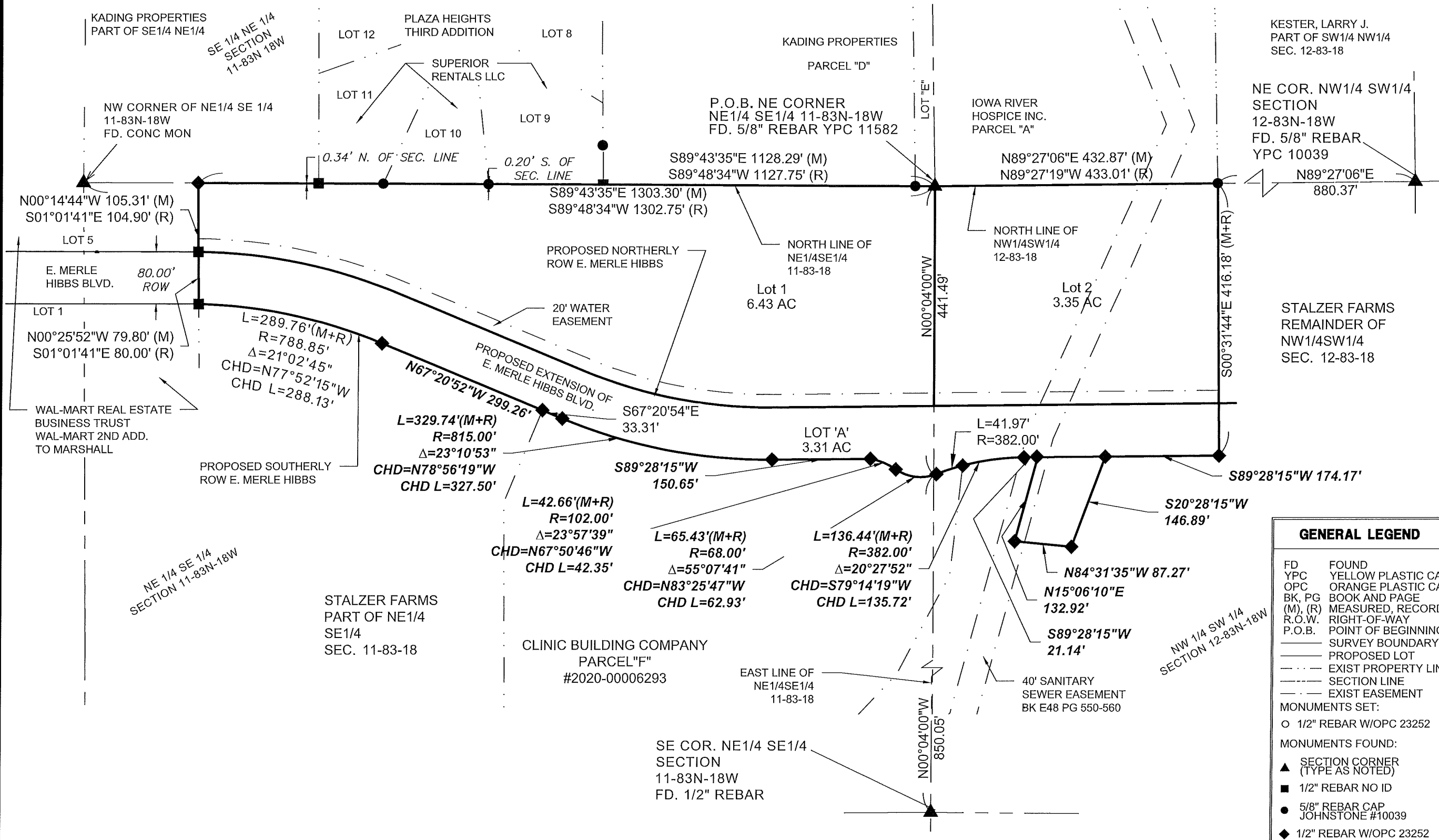
VIEJO BLUFFS
FIRST
ADDITION
Marshalltown, IA
Marshall
210414
3/19/2021
REVISIONS
3/30/2021
4/09/2021
ENGINEER DRAWN BY
J.DEWEY
SURVEYOR CREW CHIEF
J.DEWEY B.MCGINTY
DRAWING# SHEET#
01/03

VIEJO BLUFFS FIRST
ADDITION
MARSHALLTOWN, IOWA

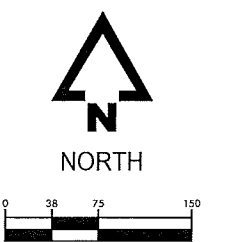


1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

DRAWING PATH: N:\Projects\190227-000\06-Drawings\Survey\Merle Hibbs Subdivision.dwg PLOT DATE: 06/7/2021 1:18 PM PLOTTED BY: JOHN DEWEY



GENERAL LEGEND	
FD	FOUND
YPC	YELLOW PLASTIC CAP
OPC	ORANGE PLASTIC CAP
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORD
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
---	SURVEY BOUNDARY
---	PROPOSED LOT
---	EXIST PROPERTY LINE
---	SECTION LINE
---	EXIST EASEMENT
MONUMENTS SET:	
○ 1/2" REBAR W/OPC 23252	
MONUMENTS FOUND:	
▲ SECTION CORNER (TYPE AS NOTED)	
■ 1/2" REBAR NO ID	
● 5/8" REBAR CAP JOHNSTONE #10039	
◆ 1/2" REBAR W/OPC 23252	



VIEJO BLUFFS
FIRST
ADDITION
Marshalltown, IA
Marshall
210414
3/19/2021
REVISIONS
3/30/2021
4/09/2021

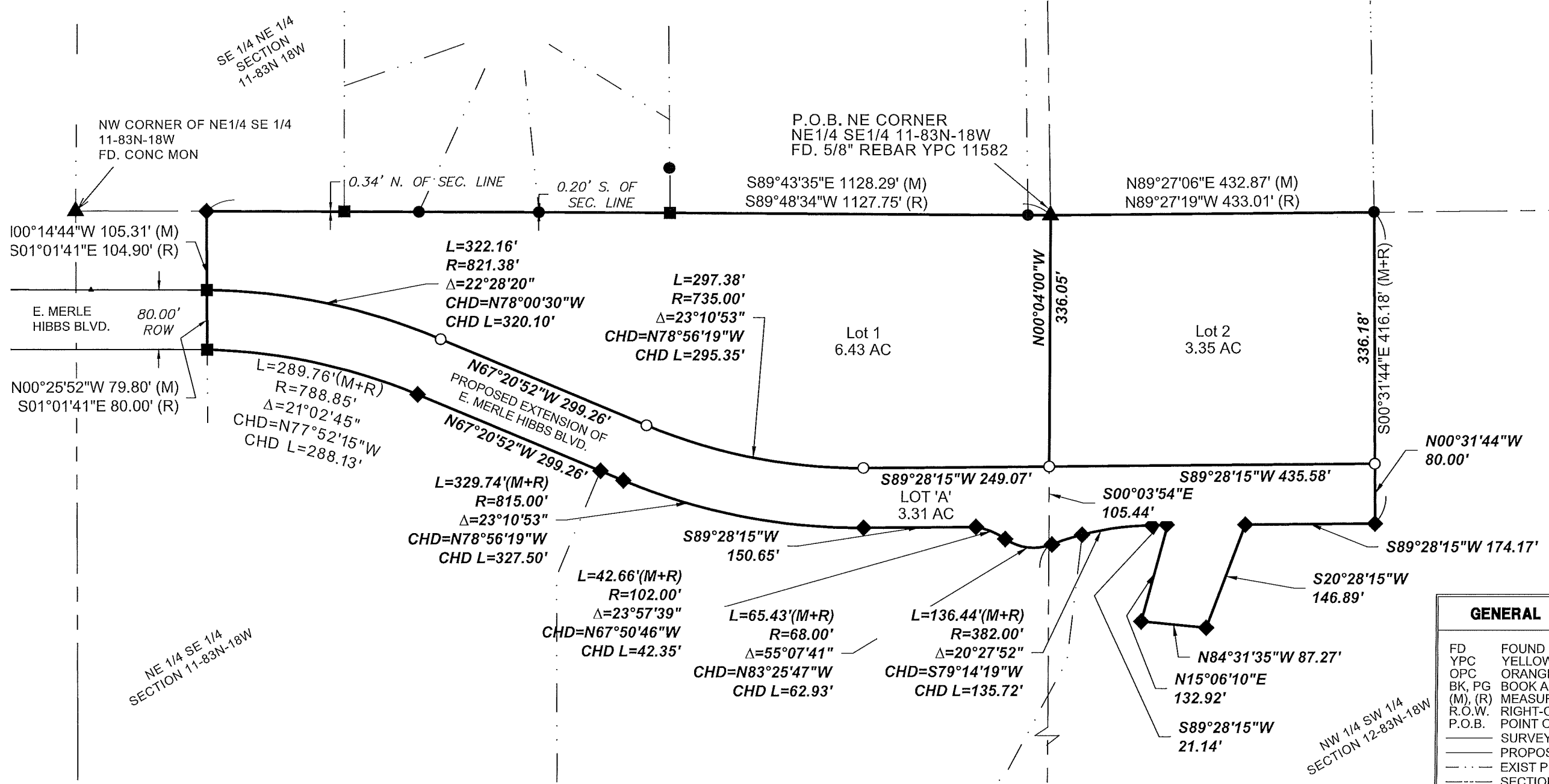
ENGINEER DRAWN BY
J. DEWEY
SURVEYOR CREW CHIEF
J. DEWEY B. MCGINTY
DRAWING# SHEET#
02/03

VIEJO BLUFFS FIRST
ADDITION
MARSHALLTOWN, IOWA



1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

DRAWING PATH: N:\Projects\190227-000\06-Drawings\Survey\Merle Hibbs Subdivision.dwg PLOT DATE: 06/7/2021 1:18 PM PLOTTED BY: JOHN DEWEY



GENERAL LEGEND

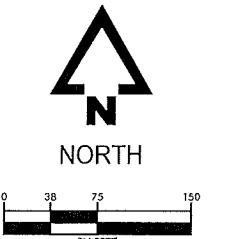
FD	FOUND
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MONUMENTS SET:

- 1/2" REBAR W/OPC 23252

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- ▲ SECTION CORNER (TYPE AS NOTED)
- 1/2" REBAR NO ID
- 5/8" REBAR CAP JOHNSTONE #10039
- ◆ 1/2" REBAR W/OPC 23252



**VIEJO BLUFFS
FIRST
ADDITION**
Marshalltown, IA
Marshall
210414
3/19/2021

REVISIONS

3/30/2021	
4/09/2021	

ENGINEER DRAWN BY
J. DEWEY
SURVEYOR CREW CHIEF
J. DEWEY B. MCGINTY
DRAWING# SHEET#
03/03

Prepared by Roger R. Schoell, 102 E. Church Street, Marshalltown, IA 50158,
641-752-4507

RESOLUTION ACCEPTING DEDICATION OF VIEJO BLUFFS FIRST ADDITION TO THE
TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

WHEREAS, a plat of proposed Subdivision within the corporate limits of the City of Marshalltown, Marshall County, Iowa, laid out upon the following described real estate, to wit:

Acquisition Plat Parcel 1 being a part of the Northeast Quarter of the Southeast Quarter of Section 11, and a part of the Northwest Quarter of the Southwest Quarter of Section 12, all in Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, as shown in Plat of Survey recorded in Document #2020-00000789 of the Records of the Auditor/Recorder's Office, Marshall County, Iowa. Subject to easements and restrictions of record, if any.

has been filed with the City Clerk, said proposed Subdivision to be known as:

Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa;

and

WHEREAS, the same has been submitted to the City Attorney and City Engineer and the Marshalltown Planning Commission, as by law provided, and that they have approved the same after examination thereof, and each found same to be in conformity with the established requirements for the platting and development under the ordinance of the City of Marshalltown, Marshall County, Iowa, and in conformity with the preliminary plat and the law governing the same; and

WHEREAS, the preliminary plat was previously approved by the City Council on April 26, 2021, in conformity with the ordinances of the City of Marshalltown, Iowa; and

WHEREAS, the City Council has given due consideration to the same and finds that said plat conforms to the applicable and governing provisions of Chapter 354 and other related statutes to the Code of Iowa and to the City Ordinances of the City of Marshalltown, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marshalltown, Iowa;

That said plat of Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa, as above described and as filed with the City Clerk, be and the same is hereby approved and accepted and any procedural discrepancies of the Platting Ordinance are waived and the Mayor and Clerk are hereby directed to certify this Resolution which shall be affixed to said plat and delivered for recording. All of which is hereby authorized and approved by this Council.

Passed and approved this _____ day of _____, 2021.

Joel T.S. Greer, Mayor
City of Marshalltown, Iowa

ATTEST:

Alicia M. Hunter, Clerk
City of Marshalltown, Iowa

MAYOR'S AND CLERK'S CERTIFICATION

STATE OF IOWA)
)
COUNTY OF MARSHALL) ss:

This is to certify that the above and foregoing Resolution entitled "Resolution Accepting Dedication of Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa," was duly passed and adopted by the Council of the City of Marshalltown, Iowa, duly and legally assembled at a Regular meeting of the Council on the _____ day of _____, 2021, all as appears by the official records of the City of Marshalltown, Iowa, in the office of the City Clerk of Marshalltown, Iowa.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the City of Marshalltown, Iowa, on this _____ day of _____, A.D., 2021.

Joel T.S. Greer, Mayor
City of Marshalltown, Iowa

Alicia M. Hunter, Clerk
City of Marshalltown, Iowa

Prepared by Roger R. Schoell, 102 E. Church Street, Marshalltown, IA 50158,
641-752-4507

DEDICATION

STATE OF IOWA)
)
COUNTY OF MARSHALL) ss:

The City of Marshalltown, Iowa, the owner of record in fee simple of the following
described real estate, to wit:

Acquisition Plat Parcel 1 being a part of the Northeast
Quarter of the Southeast Quarter of Section 11, and a part of the
Northwest Quarter of the Southwest Quarter of Section 12, all in
Township 83 North, Range 18 West of the 5th P.M., Marshall
County, Iowa, as shown in Plat of Survey recorded in Document
#2020-00000789 of the Records of the Auditor/Recorder's Office,
Marshall County, Iowa. Subject to easements and restrictions of
record, if any.

being the real estate upon which the following-described platted Subdivision, to wit:

Viejo Bluffs First Addition to the Town of Marshall, Marshall County, Iowa,

is laid out into lots as shown by the attached plat drawing and plat does hereby certify by its City
Administrator that the City of Marshalltown, Iowa, caused said Subdivision to be laid out and
platted in lots and streets and that the disposition of the real estate as shown by the said plat is
with the owners' free consent and in accordance with the owners' desires and conforming to the

established requirements for the platting and development under the ordinances of the City of Marshalltown, Marshall County, Iowa.

That the measurements of the lots contained in said Subdivision are as indicated on the attached plat drawing.

That Lot "A" as shown on the plat drawing is dedicated for use as a public street and shall be known as East Merle Hibbs Boulevard.

That the easements shown upon said plat drawing, and the streets as shown upon the plat drawing are hereby dedicated to the City of Marshalltown for use of its franchise holders of Marshalltown, Marshall County, Iowa, and any right, title or interest that the undersigned could have or might claim are hereby relinquished and released for said purpose.

Dated this _____ day of _____, 2021.

Jessica Kinser, City Administrator
City of Marshalltown, Iowa

STATE OF IOWA, MARSHALL COUNTY, ss:

On this _____ day of _____, A.D., 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jessica Kinser to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public, State of Iowa

Jessica Kinser

From: Marty Wymore <mwymore@region6resources.org>
Sent: Thursday, June 3, 2021 8:40 AM
To: Jessica Kinser
Cc: Michelle Spohnheimer (mspohnheimer@ci.marshalltown.ia.us); Clarissa Thompson
Subject: MICA CDBG Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica,

So I have started some early discussions with MICA about gap financial needs related to their project at 204 S 1st Avenue, Marshalltown, IA 50158. This project currently appears to be a feasible CDBG Facilities and Services application with the IEDA. There is a rolling deadline for this program. I believe that the application could be submitted in August 2021.

There are several “set-asides” with the CDBG program. The city can only submit one application per each set aside. Downtown façade is one set aside, and facilities & services is one of the others.

MICA plans to move different family support functions (WIC, Energy, Family Development, Infant Toddler) and 2 Headstart classrooms into the building. The budget (pre-covid) was around \$2 million. The max amount that they can apply for is \$500,000. They have about \$1.5 million secured with grants and loans. I will need to work with them and the architect over the next 30-45 days to update budgets and many other details.

A city or county must be an applicant for these funds. MICA is an eligible sub-recipient. This effectively means that the funds would roll through the city accounting (after each fund request) and then the City would provide a check to MICA after funding receipt. So the City of Marshalltown would effectively be the grantee. MICA would directly bid, contract for work, pay contractor, and all those steps. The city's work will be pretty minimal.

Is the city willing to be the applicant for this funding? Note the following -

- The city will need to do an application public hearing, approve a resolution, and another simple step to submit the application, and
- We can prepare the application and do grant administrative steps on this project – the IEDA will expect us to do the latter. I typically do the grant admin tasks on projects like this.

A general estimated timeline for the project includes –

- July 21 CDBG application public hearing with council and those steps,
- August 21 CDBG application submission,
- November 21 funding approval,
- Feb-March 22 contractor bidding, and
- May 22 to Summer/Fall 23 Construction.

It will take at least 45 days from now to get all the details together for a good funding application, so let me know any feedback soon on this project.

Have a good day!

Marty Wymore, AICP

Director

Region 6 Resource Partners & Peoples

903 E Main Street

Marshalltown, IA 50158

641-752-0717 phone

641-751-3679 cell

mwymore@region6resources.org

*****Please update your contact information to reflect our new e-mail address*****



COMMUNITY SOLUTIONS **START HERE**

§ 31.047 BOARD OF COMMUNITY CENTER TRUSTEES.

(A) *Art gallery established.* There is established a Municipal Art Gallery, which remains open under the provisions of state law.

(2013 Code, § 2-180)

(B) *Location, allocation of space for art gallery.* The City Council does provide for the location of the Municipal Art Gallery in such rooms and space as shall be allocated to it under lease from the Fisher Foundation in the Fisher Community Center complex, to be more fully detailed in a written instrument setting forth the terms and conditions of such use.

(2013 Code, § 2-181)

(C) *Composition; appointment of members; terms and qualifications.* A Board of Community Center Trustees of seven members to be appointed by the Mayor, with the approval of the City Council, is created, and such members shall have terms and qualifications as shall be provided by state law.

(2013 Code, § 2-182)

(D) *Vacancies.* Vacancies in the Board of Community Center Trustees shall be determined as provided under state law.

(2013 Code, § 2-183)

(E) *Conflict of interest.* Neither the city, nor the Board of Community Center Trustees, as is provided for in this section, shall have any interest in or control over any paintings or other art objects as may be owned by the Fisher Foundation or any member of the Fisher family now in place in the Fisher Community Center or as may be added thereto in the future and the location for the display of such paintings or other art objects shall not in any manner be controlled by the Board of Trustees of the Municipal Art Gallery.

(2013 Code, § 2-184)

(F) *Powers and duties.* The Board of Community Center Trustees shall have and exercise the power to:

(1) Meet and organize by the election of one of its number as President of the Board, and by the election of a Secretary and such other officers and committees as the Board may deem necessary;

(2) Except as to the provision of division (E) above, have charge, control and supervision of the public art gallery, its works of art or works of art entrusted to its care and supervision, the rooms or space allotted to it under lease arrangements of the city and of all fixtures, equipment and materials provided for its use;

(3) Provide for use of the public art gallery by the public to the extent possible and promote the teaching and appreciation of art in its broadest aspects for the cultural enhancement of the city and the surrounding community;

(4) Accept on behalf of the city gifts or works of art; select and make purchases of pictures, portraits, paintings, statuary and relics, and other objects of art, in the original and in replicas or copies, books, periodicals, papers and journals on the subject of art, furniture, fixtures, stationery and supplies for such art gallery;

(5) Receive, hold and dispose of all gifts, donations, devises and bequests that may be made to the city for the purpose of establishing, increasing or improving such art gallery; but, when any such gift, donation, devise or bequest shall be conditioned upon any act of the city, the City Council must first determine whether such condition can or shall be complied with;

(6) Make and adopt, amend, modify or repeal bylaws, rules, regulations, not inconsistent with law, for the care, use, government and management of such art gallery and the business of the Board, fixing and enforcing penalties for the violation thereof; and

(7) Have exclusive control of the expenditures of all moneys allocated by the Council, as provided by law, and of the expenditure of all moneys available by gift or otherwise for the erection of art buildings or for the promotion of such art galleries and of all other money belonging to the Art Gallery Fund.

(2013 Code, § 2-185)

(G) *Allocation of funds for maintenance and acquisitions of art gallery.* The City Council shall levy each year such sum as shall provide for the leased space allotted to the Municipal Art Gallery and for such amount as shall be determined for maintenance purposes or the acquisition of equipment or art objects as related thereto.

(2013 Code, § 2-186)

(H) *Disbursement of appropriated funds.* Money from the General Fund appropriated to the Board of Community Center Trustees for its use and purposes, as provided in this section or as authorized by statute, shall be paid out by order of the Board of Community Center Trustees and signed by its President.

(2013 Code, § 2-187)

(I) *Annual report.* The Board of Community Center Trustees shall make an annual report to the City Council at the close of the year covering in detail money received and paid out, any gifts or donations and any material information pertaining to its functioning or operation.

(2013 Code, § 2-188)

(J) *Mutilation, destruction of art objects; violation of rules.* It shall be unlawful for any person to mutilate, mar, deface, mark, destroy or in any way damage any art object, belonging to or under control of the Board of Community Center Trustees or to violate any of its rules established for its operation.

(2013 Code, § 2-189)

(Ord. 11621, passed 1-12-1969; Ord. 13806, passed 9-22-1980; Ord. 14970, passed 11-27-2017)
Penalty, see § 31.999

MARSHALLTOWN

I O W A

Board and Commission Roster

Board of Fisher Community Center Trustees

Department: Mayor

Dept. Phone: (641) 754-5712

Per City Code, Sec 31-047. A Board of Community Center Trustees of seven members to be appointed by the Mayor, with the approval of the City Council, is created, and such members shall have terms and qualifications as shall be provided by state law.

Term End**Date****Member Contact Information**

INDEFINITE	Dr David Clark 1111 W State St Marshalltown, IA 50158		dvclark56@gmail.com
INDEFINITE	Joel T.S. Greer 420 Hughes St Marshalltown, IA 50158	(641) 751-1221 (641) 752-5467	joel@cdrlaw.com
INDEFINITE	Paul Gregoire 209 Carver Ave Rhodes, IA 50234		Paul.Gregoire@emerson.com
INDEFINITE	Carol Hibbs 2005 Elmcrest Dr Marshalltown, IA 50158	(641) 752-8658 (641) 750-1739	carol.hibbs@ymca-ywca.org
INDEFINITE	Michael Mason 502 Springfield Dr Marshalltown, IA 50158	(641) 485-1835	masem51@gmail.com
INDEFINITE	Cynthia J Ragland 1502 W Lincoln Way Marshalltown, IA 50158	(641) 352-3544 (641) 750-0882	cynthiaragland@rocketmail.com
INDEFINITE	Vacancy Marshalltown, IA 50158		Need email

State of Iowa gender
equality statistics:

Males - Count / %	4	57.14%
Females - Count / %	3	42.86%
Total Members	7	

Friday, May 21, 2021

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 8, 2021
RE: FCC Land Purchase

The history of the Fisher Community Center and the land it sits on is a long and complicated story, but one that is important in understanding how we got to where we are to how we move forward.

History

- November 28, 1955 - City approves a 99-year lease for \$3,000 with the Iowa State Highway Commission (now DOT) for the lease of land where the current Fischer Community Center and YMCA Cultural Center are located. J.W. Fisher requests the City of Marshalltown assigns the lease to the Fisher Foundation, with the Fisher Foundation to pay the City \$3,000.
- December 12, 1955 - City approves the assignment of the lease with the Fisher Foundation for the property. The Iowa State Highway Commission consents to the assignment on December 14, 1955.
- September 16, 1959 - J.W. Fisher gives notice to the City Council of the Fisher Foundation's intent to sublease a portion of the property to the YMCA. A few days later, Bill Fisher sends a letter to Mayor Crosby echoing support for the sublease and specifically mentions this area being a center for the community but a pedestrian bridge is needed.

The documents detailing this history are attached with this item. A resolution consenting to the sublease of land to the YMCA has never been found, but a lease of land obviously occurred to result in the Cultural Center being built.

Current Status

As it stands the Iowa DOT still owns the entire 10.64 acres, which are part of the 99-year lease, which expires in 2054. In 2017, conversations started with the Iowa DOT about their interest in the land, but never really gained momentum until the last year. The properties are considered "excess right-of-way" and therefore have a very specific process for the DOT to go through to dispose of the land. Iowa Code Chapter 306 governs how the DOT is to sell excess or unused right-of-way.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



It starts with an appraisal to determine the fair market value of any unused right-of-way. Once completed, the DOT has to offer the right-of-way first to the original owners at the new fair market value. In this case, the DOT will verify the original owners are deceased. When that has occurred, the DOT can then offer the right-of-way to the City of Marshalltown at the fair market value, which is where we are at currently. If the City does not want to purchase the property, this goes out to auction where anyone can make an offer to purchase.



The DOT completed the appraisal process for the 6.3 acres which the Fisher Community Center sits on and determined the fair market value is \$44,000.

Please keep in mind that this is only for the land on the south side of Linn Creek. We have asked the DOT to complete a fair market value assessment of the land on the north side of Linn Creek so that we can engage with the YMCA in the possibility of owning the land beneath their building as well.

Next Steps

If the Council would like to purchase the 6.3 acres which the Fisher Community Center sits on for the \$44,000, we would need to formally notify the DOT of our intent to acquire the 6.3 acres. This will start their process and hopefully have a change in ownership in the near future.

As part of investing millions into the Fisher Community Center, the Fisher Governor Foundation would like to be the owner of the land in which the building they own resides. The Fisher Governor Foundation is willing to pay the fair market value price to the City for the land.

I would recommend a motion be made to authorize Mayor Greer to issue a letter to the Iowa DOT to acquire the 6.3 acres of land for \$44,000.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



LEASE

This Lease entered into this 28th day of

November, 1955, by and between

THE IOWA STATE HIGHWAY COMMISSION, hereinafter
called the Lessor, and

CITY OF MARSHALLTOWN, a municipal corporation
in Marshall County, Iowa, hereinafter called
the Lessee,

WITNESSETH:

WHEREAS, the Iowa State Highway Commission is the
owner of the following described real estate:

Lot One (1) of Lot Four (4) of the North-
east Quarter (NE $\frac{1}{4}$) of the Southwest
Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35),
Township Eighty-four (84) North, Range
Eighteen (18) West of the 5th P. M.,
Marshall County, Iowa,

and

Lot Five (5) of the Northeast Quarter (NE $\frac{1}{4}$)
of the Southwest Quarter (SW $\frac{1}{4}$) of Section
Thirty-five (35), Township Eighty-four (84)
North, Range Eighteen (18) West of the 5th
P. M., Marshall County, Iowa,

and

WHEREAS, the said above described real estate is not
now being utilized by the Iowa State Highway Commission
for highway purposes, and

WHEREAS, the Iowa State Highway Commission desires
to retain its interest in said land so as to have it
available for any possible future use, and

WHEREAS, the City of Marshalltown desires to make use of
said above described real estate for civic, community, park
and recreational purposes for the furtherance of Marshalltown
residents of the State of Iowa, and travelers on the highways
of the State of Iowa as a public convenience --

THEREFORE:--

That for and in consideration of Three Thousand (\$3000.00)
Dollars, the receipt of which is hereby acknowledged, and upon

the terms and conditions hereinafter set forth, the Lessor leases to the Lessee the following described real estate, to wit:

Lot One (1) of Lot Four (4) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Eighty-four (84) North, Range Eighteen (18) West of the 5th P. M., Marshall County, Iowa,

and

Lot Five (5) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Eighty-four (84) North, Range Eighteen (18) West of the 5th P. M., Marshall County, Iowa,

and at the sole expense of the Lessee and subject to all the terms and provisions of this Lease to erect thereon such building or buildings, utility service and recreational equipment which may be useful, necessary, or desirable in the utilization of said above described real estate for civic, community, park and recreational purposes.

The conditions of this Lease are as follows:

1. The Lessee covenants and agrees that during the continuance of this lease, it will care for and maintain said premises and it will not in any way or manner interfere with the operation or activity of the Iowa State Highway Commission or the State of Iowa or any of its agencies on the above described or adjacent lands in the area.
2. The Lessee will protect, indemnify and save harmless the Lessor from any and all claims, demands, judgments, loss, cost or expense for injury to or death of persons, or damage to property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from or in the construction, maintenance, repair, existence, use or removal of said structures or

equipment herein permitted, and without regard to whether any acts or admission of the acts of the Lessor or its agents or servants contributed to said damage.

3. It is expressly agreed by the parties hereto that the Lessor reserves to itself and/or its successors the right to enter upon, use or occupy for right-of-way, encroachments, maintenance, and other highway purposes any part or portion of the above described real estate and that in the event that additional right-of-way or encroachment rights are used by the Lessor the Lessee or its assignee shall have no right to recover any damages therefor.

4. The Lessee shall not transfer or assign this lease or any interest or right therein without the written consent of the Lessor, nor shall the consent of the Lessor to such an assignment be construed to give the assignee any other or greater or different rights than those hereby given to the Lessee.

5. In the event the Lessee shall default in any of the terms, provisions, covenants, or agreements contained in said lease, no cancellation, nor any legal action therefor or for the purpose of obtaining legal eviction, possession or damages, nor any other right of lessors, shall be made, instituted or exercised by Lessors until and unless written notice of such alleged default has been served on Lessee, and Lessee has failed, neglected or refused to cure such default within thirty (30) days from date of receipt of such notice, any provision of law or statute to the contrary notwithstanding.

In the event Lessee fails, neglects or refuses to correct such default within the aforesaid thirty (30) day period, then the Lessors, at their option, may elect to cancel the lease and obtain possession as provided under the laws of

the State of Iowa, and in the event of such termination of this lease, the Lessee at its sole expense shall promptly remove the buildings and equipment, if any, from the premises and restore the premises substantially to the conditions existing prior to the use thereof by the Lessee, and if the Lessee shall fail so to do, the Lessor may, at its option, remove the buildings and equipment and restore the premises to a condition substantially similar to that existing on the date of execution hereof at the sole expense and cost of the Lessee, and the Lessee shall have no claim against the Lessor for any loss, expense, or damage it may suffer by reason of the termination of this agreement and the removal of the building and equipment erected by authority hereof.

6. If the Lessee shall comply with all the terms and conditions herein contained, then the term of this lease shall be for a period of ninety-nine (99) years from the date hereof.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto affixed their signatures as of the date first above written to duplicate originals by its appropriate officers who are authorized to execute this instrument.

IOWA STATE HIGHWAY COMMISSION

BY *Ernest F. Lundy*
(Chairman)

Date November 16, 1955

ACCEPTED:

CITY OF MARSHALLTOWN

BY *John A. Murphy*
Mayor

ATTEST:

BY *Anna Lou Quinn*
City Clerk

RESOLUTION ACCEPTING LEASE.

WHEREAS, The Iowa State Highway Commission has tendered to the City of Marshalltown, Iowa, a lease to the following described real estate, to-wit:

Lot One (1) of Lot Four (4) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Eighty-four (84) North, Range Eighteen (18) West of the 5th P. M., Marshall County, Iowa,

and

Lot Five (5) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Eighty-four (84) North, Range Eighteen (18) West of the 5th P. M., Marshall County, Iowa,

and

WHEREAS, said lease is for a term of ninety-nine (99) years and is conditioned upon the payment therefor of the sum of Three Thousand (\$3000.00) Dollars and upon further terms, conditions and reservations therein contained and for the use of the above described real estate for civic, community, park and recreational purposes and benefits to Marshalltown residents and community and for travelers on the highways of the State of Iowa; and

WHEREAS, this Council has examined the tendered lease and has considered the terms, conditions and reservations therein, together with the purposes therefor as are contained in said lease, and now believes that such lease would be beneficial to said city and to its inhabitants and that the same should be approved and accepted.

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

Section 1. That the lease of the Iowa State Highway Commission to the City of Marshalltown, a municipal corporation in Marshall County, Iowa, of the following described real estate:

Lot One (1) of Lot Four (4) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Eighty-four (84) North, Range Eighteen (18) West of the 5th P. M., Marshall County, Iowa,

and

Lot Five (5) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Eighty-four (84) North, Range Eighteen (18) West of the 5th P. M., Marshall County, Iowa,

is hereby approved and accepted and that said lease is incorporate in, attached to and made a part of this resolution and this approval and acceptance is subject to all terms, conditions and reservations as are contained in said lease.

Section 2. That the Mayor of this city is hereby authorized to execute said lease for and in behalf of the City of Marshalltown, Iowa, and the City Clerk is authorized to attest to the execution of the same and to affix thereto the seal of the City of Marshalltown, Iowa.

Section 3. That the consideration of Three Thousand (\$3000.00) Dollars, as stated in the tendered lease, is approved and the City Clerk is directed to issue a warrant therefor against the General Government Fund of said City in favor of The Iowa State Highway Commission and to deliver said warrant, together with an executed copy of said lease to The Iowa State Highway Commission.

Passed and approved by the Council this 28th day of November A. D. 1955.

Attest: L. J. [Signature]
Clerk, City of Marshalltown, Iowa.

[Signature]
Mayor, City of Marshalltown, Iowa.

ASSIGNMENT OF LEASE.

The City of Marshalltown, County of Marshall and State of Iowa, pursuant to a duly adopted resolution passed on the 12th day of December, 1955, and for the consideration of the payment of Three Thousand (\$3000.00) Dollars, does hereby assign, transfer and set over to the "Fisher Foundation", a corporation located in Marshalltown, Iowa, all its rights and interest in and to a certain lease to which this assignment is attached, by and between The Iowa State Highway Commission, as Lessor, and City of Marshalltown, Iowa, a municipal corporation in Marshall County, Iowa, as Lessee, and dated the 28th day of November, 1955, for the balance of the full unexpired term thereof, and subject to all terms, conditions and reservations as are contained in said lease, subject to the terms, conditions and reservations as set forth in the Resolution Providing for the Assignment of Leasehold Interest from The Iowa State Highway Commission to the "Fisher Foundation", adopted and placed on file for public hearing by the Council of the City of Marshalltown, Iowa, on November 28, 1955, and the Resolution Approving Resolution Providing for Assignment of Leasehold Interest from The Iowa State Highway Commission to the "Fisher Foundation", adopted by said Council on December 12, 1955, which resolutions, as to terms, conditions and reservations as therein contained, are also made a part of said assignment, together with further reservations as to rights of ingress and egress for purpose of repair and maintenance of a certain main sewer of said city located thereon and to rights of public utility franchise holders over and upon said tracts of ground as are included in said lease, all of which the said "Fisher Foundation" agree to observe and to be bound thereby.

That upon written acceptance of this assignment by The Iowa State Highway Commission, the City of Marshalltown, Iowa, shall permit the said assignee, "Fisher Foundation", to enter on said tracts of ground as are described in said lease as is hereby assigned and to so use and improve the same as provided for in

its proposal to the City of Marshalltown, Iowa, dated November 28, 1955, and filed in the records of the office of City Clerk, and the City of Marshalltown, Iowa, agrees to maintain said assignee in possession thereof for such purposes as are contemplated herein to the end of the term of said lease, assuming the continued existence of said "Fisher Foundation" for such period of time and at its expiration, subject to such rights as under the laws the several parties hereto may be entitled or subject to such agreements as may be then entered into.

IN WITNESS WHEREOF, I, John L. Mowry, as Mayor of the City of Marshalltown, Iowa, acting for and on behalf of said City and pursuant to the authority aforesaid, do hereby execute this assignment as Mayor of said City and have caused the same to be attested by the Clerk of the City of Marshalltown, Iowa, and the seal of the City of Marshalltown, Iowa, to be affixed thereon this 13 day of December, 1955.

CITY OF MARSHALLTOWN, IOWA

By


Mayor.

Attest:


Clerk, City of Marshalltown, Iowa.

ACCEPTANCE OF ASSIGNMENT OF LEASE
BY THE "FISHER FOUNDATION".

In consideration of the Assignment of the Lease, dated November 28, 1955, by and between The Iowa State Highway Commission, as Lessor, and the City of Marshalltown, a municipal corporation in Marshall County, Iowa, as Lessee, copy of which lease is attached to and made a part of this assignment for the tracts of ground as are therein described, the undersigned, "Fisher Foundation", hereby assumes and agrees to pay to Lessee, City of Marshalltown, Iowa, as consideration for said assignment, the sum of Three Thousand (\$3000.00) Dollars and agrees to be bound by and keep all terms, conditions, covenants and reservations as are contained in said lease and also as to such additional terms, conditions and reservations as are contained in the resolutions of the Lessee, City of Marshalltown, Iowa, adopted November 28, 1955 and December 12, 1955, which resolutions are made a part of said assignment, as well as such additional reservations as are contained in said assignment.

That the said "Fisher Foundation" shall, under its possession as assignee, devote said tracts of ground to the uses and purposes as are consistent with its Articles of Incorporation and as proposed to Lessee, City of Marshalltown, Iowa, and shall not sublet or assign any part or portions of said tracts of ground for any purpose without the written authorization of said Lessee, City of Marshalltown, Iowa, and approved by the Lessor, The Iowa State Highway Commission, and said assignee, "Fisher Foundation", shall enter into possession, use, improve and beautify the said tracts as shall be in keeping with making the same a community center for public, welfare and community organizations of the City of Marshalltown, Iowa.

Dated at Marshalltown, Iowa, this 13th day of December, 1955.

FISHER FOUNDATION

By _____



CONSENT TO ASSIGNMENT.

The undersigned, The Iowa State Highway Commission, as Lessor under a certain lease with the City of Marshalltown, a municipal corporation in Marshall County, Iowa, dated November 28, 1955, hereby consents to the assignment of said lease to the "Fisher Foundation", as assignee, in consideration of the acceptance thereof by said "Fisher Foundation" and its covenants, to use, improve and beautify said tracts of ground and to keep, maintain and perform all terms, conditions and reservations as are contained in said lease and such other obligations as may have been imposed by said Lessee, City of Marshalltown, Iowa.

Dated at Ames, Iowa, this 14th day of December, 1955.

THE IOWA STATE HIGHWAY COMMISSION

By

Russell F. Grundy
Chairman.

DEC 14 1955

APPROVED

Norman A. Erbe

Norman A. Erbe
Special Assistant Attorney
General and Counsel to the
Iowa State Highway Commission

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 9, 2021
RE: Support for FCC CAT Grant App

The Fisher Community Center is about to undergo significant renovations (Phase 1), following damage from the August 2020 derecho. This also includes some work to address accessibility in the Martha Ellen Tye Theater (Phase 2A). All of the work, including the roof repairs from there derecho, is estimated at \$7 million. Insurance is helping to offset some costs (~\$2 million), and the Martha Ellen Tye Foundation has generously granted \$1 million. However, that leaves a fairly significant gap of \$3 million which needs to be addressed for the renovations to move forward.

I have been a part of the renovation conversations as a member of the Fisher Governor Foundation Board of Trustees. I have used our experience from the Coliseum to identify things we wish we would have done in the design process and possible funding sources for the renovation.

One of the few State funding sources the Fisher Governor Foundation can apply for is the Community and Attraction (CAT) Grant through Enhance Iowa/Iowa Economic Development Authority. This is not a grant that we pursued for the Coliseum. I've attached the frequently asked questions available on IEDA's website to provide more background information on the grant and its requirements. The next date application deadline is July 15th, so this is a time sensitive issue.

In the FAQs, it is noted that both the city and the county in which the project is located need to be contributors to the project. The Fisher Governor Foundation is therefore requesting the City of Marshalltown be a contributor to this project. Looking at possible funding sources, we are limited to Council-designated Local Option Sales Tax. This project sits outside of existing urban renewal areas and is not one that would have a tax impact, as the building is tax-exempt. As stated in the FAQs, a resolution committing funds is going to be required to demonstrate the City's support, which can be in the form of a multi-year pledge. We are not able to increase the tax levy, which currently provides support to the FCC, as it is only for operations and not construction.

I am recommending the Council identify a dollar figure contribution which can be presented in a resolution for approval at the June 28th City Council meeting.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



ENHANCE IOWA

FREQUENTLY ASKED QUESTIONS

What is Enhance Iowa?

Enhance Iowa is a financial assistance program established to fund vertical infrastructure (construction) projects related to recreation, education, entertainment and cultural activities. A Governor-appointed board reviews applications and makes funding decisions.

What are the grant programs that fall under Enhance Iowa?

The EI Board oversees the Community Attraction and Tourism (CAT), River Enhancement Community Attraction and Tourism (RECAT), Sports Tourism, and CAT Marketing programs. The EI Board also administers all open projects that were awarded under the former Vision Iowa Board. The Baseball Softball Complex Sales Tax Rebate is also awarded by the EI Board.

How much funding is available?

The CAT program provides financial assistance for community attraction and tourism projects. The CAT program is funded at \$5 million for FY2020. Please see the most recent Program Manager's Report for the current amount of available funding.

The RECAT and Sports Tourism programs do not have funds available.

What is a vertical infrastructure project?

Eligible CAT and RECAT projects must be "primarily vertical infrastructure," which is defined as land acquisition and construction, major renovation and major repair of buildings, all appurtenant structures, utilities, site development, and recreational trails and water trails. Vertical infrastructure does NOT include routine, recurring maintenance or operational expenses or leasing of a building, appurtenant structure, or utility without a lease-purchase agreement.

What project costs are eligible for CAT funding?

Generally, all vertical infrastructure costs of the project are eligible for CAT funding. Eligible expenses could also include fixtures or equipment that are integral to the structure and operation of the building.

All work already completed on a project is not eligible for CAT funding. This includes design and architectural fees and site preparation expenses. Other ineligible expenses include operational expenses, endowments, marketing and advertising, and fundraising expenses including grant writer fees. Utilities specifically put in place to support the project (i.e. water, sewer, gas, electric, communications) are eligible for funding, but if they also support non-project facilities, only a reasonable percentage of the costs can be allocated to the CAT project.

The acquisition of real estate is the only pre-award expense that is eligible for CAT funding.

Who is eligible to apply for CAT?

- City or County
- Nonprofit Organizations
- School District as a co-applicant with a City or County

What is a typical CAT Award?

Historically, CAT awards range between 10-20% of the final negotiated project cost, though recent awards about averaged 14-16% of project costs. The EI Board has a policy of not awarding more than a \$1 million to a single project.

What level of matching funds is required?

Applications must document at least sixty-five percent (65%) of the total project cost has been committed to the project. Commitments must be in writing.

The EI Board leverages non-state funds as much as possible to invest in projects throughout Iowa. Applicants should NOT assume a 65% match is adequate. To be competitive in the application process, applicants should strive to have as many matching funds as possible before applying. CAT funding is “last dollar in,” which means the EI Board will not make an award until the funding gap is closed or they are confident the applicant can close the gap within 30-60 days.

What can be included as match?

Match can be financial (cash or pledges) or non-financial (in-kind contributions). Non-financial contributions may comprise no more than 25% of the total matching funds and may include, but are not limited to, the value of labor and services, real and personal property donated for purposes of the project, and the use of real and personal property for purposes of the project. All in-kind donations must be documented with signed pledges. Any real property donated to the project must have a current appraisal or assessment document to establish the value.

Short term loans and/or financing cannot be used to help an applicant reach the 65% fundraising threshold.

What things are ineligible as match?

Operational expenses or endowments to fund operations, and funds already spent on the project or work already completed are ineligible as match. An expense that is ineligible for CAT funding is also ineligible for match.

Other state funds do not count as match until the applicant can document at least 50% of the funds have been raised.

What about funding from the City and the County?

The EI Board requires cash contributions from the city and the county in which the project will be located. These contributions can be a multi-year pledge and must be documented in writing.

How must matching funds be documented?

Matching funds need to be in the form of enforceable commitments, ensuring the funds pledged toward the project will be available when needed. Written documentation of all matching funds should be included in the application.

Examples of enforceable commitments include resolutions to commit municipal funding streams (i.e. hotel/motel tax, local option sales tax, TIF revenues, or property tax revenues) or contracts (i.e. promissory notes, letters of credit, or the applicant’s pledge to commit money in the bank).

Is there a deadline for applying for funds?

CAT applications are reviewed quarterly, subject to available funds. Deadlines for application submission are January 15, April 15, July 15, and October 15.

When should a Notice of Intent to Apply be submitted?

When you have a good estimate of when you plan to apply and for how much, you should submit the Notice of Intent to Apply. A Notice of Intent to Apply is required, before submitting a CAT grant application.

Is there a required format for my application?

A new application form was released on May 8, 2019. This form is available by contacting the EI Program Manager. Prior to submitting an application, please submit a Notice of Intent to Apply. Applications should be printed in a font no smaller than 10-point type in a three-ring binder. One original and one copy along with one electronic version should be submitted.

A clearly marked original plus one copy of the application should be submitted to:

Enhance Iowa Program Manager
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50309-1819

What is the application review process?

There are four steps to the CAT application review process:

- Step 1: Application submission
- Step 2: Staff review for eligibility
- Step 3: CAT Committee review and scoring
- Step 4: Board review and consideration (may include negotiations)

If construction is started during the review process, work done and funds spent are ineligible for funding and must be excluded from the CAT application. Failure to disclose funds spent prior to receiving an award may result in the return of all grant funds.

Who is on the Enhance Iowa Board?

The Enhance Iowa Board has 11 voting members and 4 ex officio members. The Governor appoints the voting members, who represent:

- One person selected by the Board of the Iowa Natural Heritage Foundation
- One person with professional experience in finance or investment banking
- One person with professional experience in the tourism industry
- One person with professional experience in architecture, landscape architecture, or historic preservation
- One person with professional experience in cultural attractions and programming
- Six people actively employed in the for-profit sector of the economy with substantial expertise in economic development

If you are interested in serving on the EI Board, please go to <https://openup.iowa.gov/>.

When and where does the Board meet?

The EI Board typically meets the second Wednesday of the month. Most meetings are held in Des Moines but may be held anywhere in the state.

All Board and review committee meetings are open to the public. Meeting notices with the date, time, and place of the meeting are sent to the media and posted on the EI webpage.

What is the role of the Iowa Economic Development Authority?

IEDA assists the EI Board with administrative functions, such as providing staff and contract compliance.

Should I hurry to apply because I'm worried funds will run out?

The best assurance of serious consideration of your application is that your proposal be thorough and address all requirements. This includes all matching funds being in place and

showing an exhaustive search of funding sources. The application must show that the community has demonstrated significant foresight and vision for the project. This level of planning takes time. When you are able to demonstrate these requirements in your proposal, you are ready to submit an application.

How likely am I to receive the amount for which I apply?

Most applicants receive awards that are less than the amount originally requested. There is a better chance to receive the amount requested if an applicant can truly demonstrate that all other funding sources have been exhausted.

Should an award be less than the amount requested, the EI Board expects that the project will be completed in its entirety, as proposed in the application.

Are any contingencies allowed when an award is made?

Yes, the EI Board may make an award contingent upon the applicant obtaining additional funds from other sources. A deadline to meet the contingency may be set.

Are we eligible for a CAT award if we have already received one?

While the EI Board must consider geographic diversity when making funding decisions, a community may apply for funds for more than one project. However, a project may not receive more than one award, unless there is a separate or substantial addition or new phase to the project. The subsequent phase must be a separate project, and funds previously committed to the project cannot be counted as match toward the additional phase.

Is a business plan necessary for my small project?

Yes. A business plan helps determine the feasibility of the project. Many applicants report this requirement has improved their project because it forced necessary planning.

What makes a good project?

Of course, all the eligibility criteria must be met. Beyond that, here are a few areas that can be very important:

- **Good planning and vision.** The EI Board wants to do more than fund projects; they want to be participants in helping communities achieve a vision of community identity.
- **Financial participation from a variety of public and private partners.** This helps demonstrate both financial and philosophical commitment to the project. Sources to explore include city funding, county funding, private sector funding (individuals and businesses), and community organizations.
- **Creativity and uniqueness.** Projects should attract people to live and work in an area, and bring visitors from the region, state, nation, or world.
- **Complimentary to other attractions.** The project should complement other projects in the community, region, or state and not duplicate existing facilities.
- **Readiness.** Projects should have all other funds for the project in place and be able to finish construction within two years from the award date.

Jessica Kinser

From: Ryan Huegerich <ryan@hci1988.com>
Sent: Thursday, June 10, 2021 3:16 PM
To: Jessica Kinser; Michelle Spohnheimer
Subject: Fwd: Letter to City Council for 6-14-21 Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read below as I would like to present the letter for discussion with the Council on the 12th. If I need to submit more info please advise, we will not be entering into a development agreement until we have time to let the Council hear our side of things. Thanks

----- Forwarded message -----

From: Ryan Huegerich <ryan@hci1988.com>
Date: Thu, Jun 10, 2021 at 2:20 PM
Subject: Letter to City Council for 6-14-21 Meeting
To: Thomas Wertzberger <tomw@wertzbergerarchitects.com>, Carl, Todd <Todd.Carl@jbssa.com>, Carl, Brad <Brad.Carl@jbssa.com>

To the council members: I am the developer helping to bring much needed housing to the Marshalltown community. I am working to fill much needed gaps in the communities largest employer (JBS) through housing, currently non-existent in the scale needed to fill empty jobs in their current local organization. The housing will incentivise and hopefully retain long term Marshalltown citizens and also long term JBS team members. This development is very budget conscious to the point where we are struggling to find the dollars to participate in the new street the economic development team has presented to all of us as required to move the project forward. I am hoping the Council can look at the project from our standpoint as we want to provide JBS with the ability to offer rents at an appealing price point to ensure the goal of retaining new employees is met. The added cost of streets could raise rental rates to a price JBS employees may not be able to afford or have the added benefit they are hoping to receive. I have also asked for a better tax abatement schedule to help make this endeavor pencil out for me as a developer and the end user as a better quality of life in Marshalltown. I am asking the Council to look at the new street as a project we can both put aside for future, as the added expense will be debt neither need to incur at this point, especially as construction costs go higher everyday. I am open to any consideration in this project as my team needs to make sure we spend our dollars correctly in this turbulent time. I have precedence in this project in another city that will show its possible to bring this to fruition, Ottumwa has offered me a 20 year tax abatement for a similar project. I thank you for your time.

Sincerely, Ryan Huegerich

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: June 11, 2021
RE: S. 7th Ave Infrastructure

HCI/Ryan Heugerich, the developer of the multi-family housing complex on South 7th Avenue in partnership with JBS, has requested the Council reconsider the terms of the proposed development agreement and the need for street construction which was previously discussed by Council. The development agreement has the same terms and conditions as those set forth with Kading Properties (approved by Council on 2/24/20) and Prime Development Group (approved by Council on 3/22/20). I sent this to Ryan on May 27th, and we had a call on June 10th. He requested a change to not have a through street as part of this project. This is a change in direction from what staff proposed and what Council directed on May 24th, so the South 7th Avenue project is before you for discussion again.

We are still recommending that South 7th Avenue be constructed as a through street on the property. In the 2030 Comprehensive Plan, South 7th Avenue was identified as a minor collector, and the plan identified a goal of "connecting all roadways in a network where possible versus dead-end streets". I am including my May 10th memo to you for the background for this recommendation. Our proposed course with this project is consistent with the goal of not creating dead-end streets. Also, the cost to construct South 7th Avenue is not going to decrease in price if constructed in the future. If this project should be built as the minor collector it was intended to be, the time to do it at the least cost to the City is now.

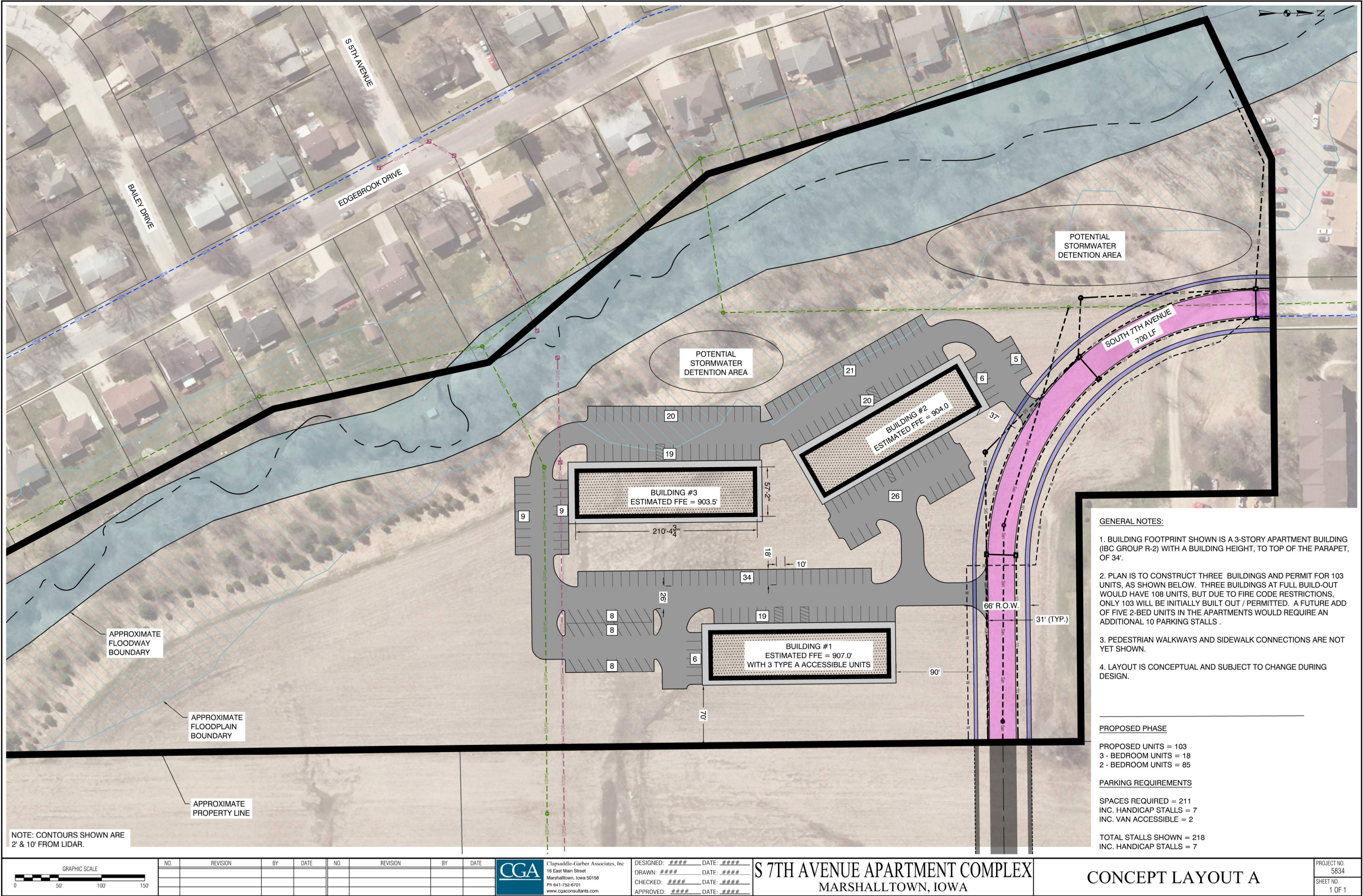
We appreciate the desire to reduce project costs to make this housing project more affordable for JBS employees, which is why staff brought forward the proposal to participate in the street development in the amount of \$820,000. This contribution along with the existing tax abatement schedules (see attached) together exceed any other support we shown for multi-family housing development thus far. In order to also be good stewards of the public tax dollars which impact all taxing entities, including the County and the School District, a different abatement schedule from what is currently provided is not recommended.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



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CITY OF MARSHALLTOWN, IOWA – HUEGERICH CONSTRUCTION, INC.

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of this _____ day of _____, 2021, by and between the CITY OF MARSHALLTOWN, IOWA (“City”), a municipal corporation, with its general offices at 24 North Center Street, Marshalltown, Iowa 50158, and HUEGERICH CONSTRUCTION, INC. (“Developer”), an _____, with its office at _____.

RECITALS:

- A. The City desires to construct certain infrastructure in accordance with a comprehensive plan and all infrastructure will be constructed to City standards and/or SUDAS.
- B. Developer is under contract to purchase real property legally described as set forth in “Exhibit A” attached hereto and incorporated by this reference (“Developer’s Property”) to be known as “the South 7th Avenue Extension Project” or the “Project”.
- C. The City and Developer desire to enter into this Agreement for the purpose of detailing the responsibilities of each party to construct certain improvements associated with Developer’s Property and the Project

NOW, THEREFORE, in consideration of the above stated recitals, undertakings and conditions the City and the Developer agree as follows:

- 1. **THE PROJECT:** The Project shall consist of the Developer constructing a housing project currently designed as consisting of multi-family residential housing with 103 units constructed in phases to a density at or below that required by the City’s Zoning District Regulations.
- 2. **CONTRIBUTIONS, OBLIGATIONS AND UNDERTAKINGS OF DEVELOPER:**
 - a) Developer agrees to utilize standard construction practices, including architectural shingles, engineered wood siding (or comparable) with 50-year warranty stone veneer, and neutral earth tone colors.
 - b) Developer’s Property will be served by a city street leading to and from East Olive Street with private storm sewer lines and private sanitary sewer lines connected to City’s infrastructure. All private infrastructure required for the Project shall be installed by Developer at its sole cost and expenses, whether situated upon Developer’s Property or within the right-of-way of the street to be constructed. All maintenance, repair, and replacement of private infrastructure shall be performed by Developer.
 - c) Developer agrees to subdivide the property for the construction of multi-family housing.

- d) Developer agrees to install a public water main running from East Olive Street and parallel to the public roadway to be constructed in accordance with plans, specifications, approvals, and all other requirements of the City of Marshalltown Water Works.
- e) Developer agrees to dedicate, at zero cost to the City, all portions of a public right-of-way 60.0 feet in width and approximately _____ feet in length commencing at the current terminus of South Seventh Avenue and running to the South, then curving to the East to the East boundary of the real estate described in Exhibit “A” for purposes of connecting the City’s East Olive Street right-of-way, which is situated to the North of Developer’s Property, to the housing to be constructed. The exact location of the South Seventh Avenue extension shall be detailed in drawings to be created by Developer’s engineer as conceptualized to the City. The public improvement project to facilitate connection to the above-referenced portions of the City’s South Seventh Avenue right-of-way storm sewer and sanitary sewer shall hereinafter be referred to as the “South Seventh Avenue Extension Project.”
- f) Developer agrees to engage the services of a Professional Engineer licensed to practice Civil Engineering in the State of Iowa for the purposes of preparing construction plans and specification for the South Seventh Avenue Extension Project to City standards and/or SUDAS. Developer shall direct the engaged Professional Engineer to review all plans and specifications with the City’s Public Works Director/City Engineer (“City Engineer”). Upon the City Engineer’s approval, the engaged Professional Engineer shall provide certified stamped and signed copies of the plans and specifications for the City of Marshalltown’s use for completion of the South Seventh Avenue Extension Project.

3. CITY OBLIGATIONS AND UNDERTAKINGS:

The City agrees to provide Developer and to Developer’s Property the following:

- a) Property tax abatement in accordance with the current program upon Developer’s submission of the City’s required application and fee.
- b) Approval of a Site Plan for the Project conforming to the current zoning requirements of the City’s Zoning District and all applicable requirements of the City Code as determined by its respective departments.
- c) The City shall, at its sole cost and expense, procure a contractor to construct the South Seventh Avenue Connection Project per the plans and specifications provided for in Paragraph 2.f of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE CITY:

- a) The City is a municipal corporation and municipality organized under the provisions of the constitution and the laws of the State of Iowa and has power to enter into this Agreement and carry out its obligations and undertakings hereunder.

- b) The execution and delivery of this Agreement upon approval of the City Council of the City of Marshalltown, Iowa, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party and by which it is bound, nor do they constitute a default under any of the foregoing.
- c) All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity hereof.

5. REPRESENTATIONS AND WARRANTIES OF DEVELOPER:

- a) Huegerich Construction, Inc., is _____, duly organized and validly existing under the laws of the State of _____, is authorized to do business in the State of Iowa, and it has all requisite power and authority to develop, own, and operate the Project, to carry on its businesses now conducted and as presently proposed to be conducted, and to enter into to perform its obligations under this Agreement.
- b) This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a validly legally binding instrument of Developer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or effecting creditors' rights generally.
- c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor do they result in a violation or breach of the terms conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.
- d) There are no actions, lawsuits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body for which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer, or which in any raises any questions affecting the validity of this Agreement or Developer's ability to perform its obligations under this Agreement.
- e) Developer has not received any notice from any local, state, or federal official that the activities of Developer with respect to that the portion of Developer's Property to be

dedicated to the City as public right-of-way pursuant to this Agreement or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has been previously notified in writing). Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure applicable to the Project, and Developer is not currently aware of any violation of any local, state, or federal environmental law, regulation or review procedure which would give any person a valid claim under any state or environmental statute with respect thereto.

- f) Developer will have good and marketable title to the proposed Right-of Way for the South Seventh Avenue Extension Project for conveyance by Warranty Deed to the City of Marshalltown.
6. EVENTS OF DEFAULT DEFINED: 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, any one or more of the following events:
- a) Failure by the Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or
 - b) The Developer:
 - (i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) makes an assignment for the benefit of its creditors; or
 - (iii) admits in writing its inability to pay its debts generally as they become due; or
 - (iv) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee, or liquidator of the Developer or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
 - c) Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certificate furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof; or
 - d) Any representation or warranty made by the City in this Agreement shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance.

City's Remedies on Default. Whenever any Event of Default referred to in Section 6 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections (b) of said Section 6) the giving of thirty (30) days written notice by the City to the Developer of the Event of Default, but only if the Event of Default has been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;
 - b) The City may terminate this Agreement;
 - c) The City may take any other action, including legal, equitable, or administrative action, which may appear necessary or desirable to recover damages or enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.
7. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
 8. DEVELOPER'S REMEDIES ON DEFAULT. Whenever any Event of Default occurs by the City, the Developer may terminate this Agreement, and the Developer may take any legal action it considers necessary to recover damages from the City or to enforce this Agreement, subject to a 120-day written notice to the City with an opportunity for the City to cure the Event of Default during the 120-day notice period.
 9. NO IMPLIED WAIVER. In the event any agreement contained in this Agreement should be breached by the Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
 10. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. Whenever any Event of Default occurs and either party employs attorneys or incurs other expenses for the collection of payments due, or to become due, or for the enforcement or performance or observance of any obligation or agreement on the part of the other party, the non-prevailing party shall pay to the prevailing party its reasonable attorneys' fees and costs.
 11. THIRD PARTY COMPLIANCE. Fulfillment of this Agreement is contingent upon compliance with the obligations of third parties reference herein, and upon the failure of a

third party or parties to fulfill its obligations, this Agreement may be terminated by either the Developer, the City, or both.

12. NO THIRD-PARTY BENEFICIARIES. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

13. MISCELLANEOUS.

- a) Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by a registered or certified mail, postage prepaid, return receipt requested or delivered personally, and

i) in the case the Developer is addressed or delivered personally to _____, Agent for _____;

and

ii) in the case of the City it is addressed to or delivered personally to the City at 24 North Center Street, Marshalltown, Iowa 50158, ATTN: City Administrator.

- b) Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as PDF or a similar format. The City and the Developer agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.
- c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- d) Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, or discussions whether oral or written. This agreement may not be amended except by a subsequent writing signed by all parties hereto.
- e) Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted accessors and assigns.

14. TERMINATION. Unless otherwise terminated as provided herein this Agreement shall terminate upon fulfillment by each party of the obligations set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in name and on its behalf by its Mayor to be duly attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by its authorized representatives all as of the day first above written.

CITY OF MARSHALLTOWN, IOWA

HUEGERICH CONSTRUCTION, INC.

By: _____
Joel Greer, Mayor

By: _____
_____, _____

ATTEST:

By: _____
Alicia Hunter, City Clerk

STATE OF IOWA

COUNTY OF MARSHALL

On this ____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Joel Greer and Alicia Hunter to me personally known, who being duly sworn, did state they are the Mayor and City Clerk, respectively, of the City of Marshalltown, Iowa, a municipality created and existing under the laws of the State of Iowa, and that said instrument was signed on behalf of said municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public – State of Iowa

STATE OF _____

COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 2021 by _____ to me personally known, who being by me duly sworn, did say that _____ is the _____ of the _____ executing the within and foregoing instrument, that said instrument was signed on behalf of the _____ by authority of the _____; and that _____, as _____, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the _____, by it and by _____ voluntarily executed.

Notary Public – State of _____

EXHIBIT “A”

CITY OF MARSHALLTOWN URBAN REVITALIZATION APPLICATION

Pursuant to Section 404.4 of THE CODE OF IOWA, the undersigned requests approval of its application for property tax abatement in accordance with the urban revitalization tax exemption ordinance adopted by the City of Marshalltown, Iowa pursuant to Chapter 404 of THE CODE OF IOWA, and in connection therewith certifies the following:

Name of Property Owner:		Name of Applicant, if not Property Owner	
Mailing Address of Property Owner		Phone Number of Property Owner	
Address of Improved Property, in Marshalltown city limits:		Building Permit Number	Date of Building Permit
Parcel Identification Number (PIN)		New Structure ? Yes ☐ No ☐	Remodel? Yes ☐ No ☐
Property Legal Description			
Describe the Improvements to the Property			
Date of Project Completion		Final Cost of Improvement (estimate taxable valuation of increase)	
What was the property used for on the effective date of the ordinance, April 30, 1997, and if a rental property, list tenants occupying the property:			
Number of Residential Units upon completion of the project:		Improvement District, List Urban Revitalization Area Number:	

Residential Only - Select one of the Tax Abatement Exemption Schedules below. ☒

- ☐ Three year schedule Over three years: 100%, 100%, 100%
☐ Five Year schedule Over five years: 100%, 80%, 60%, 40%, 20%
☐ Ten Year schedule Over ten years: 80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%

Residential filing fee: There is a \$50.00 filing fee, calculated per each residential unit.
(e.g., Single dwelling house - \$50; Duplex - \$100; Triplex - \$150; 50 units– \$2,500)

☐ **Commercial Tax Abatement Exemption Schedule is three years at 100% for each of three years. Filing Fee: \$50**

The improvements made to the property are believed to have increased its actual value by at least ten (10) percent and have been made in compliance with all applicable laws, codes and ordinances. There is no dollar limit for qualifying property improvements.

There has not been and there will not be a need for the relocation of persons, including families, business concerns, or others as a result of the improvements made to the property.

The application is due before February 1 of each year at the office of the City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. The fee is payable to the City of Marshalltown at the City Clerk's office upon filing this application.

It is understood that this application, if approved by the City Council of the City of Marshalltown, Iowa, will be returned to the Office of the City Assessor on or before March 1st of the year in which the improvements included in the project are to be first assessed for taxation.

Authorized Signature	Date Signed	Title (Owner/Representative)

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

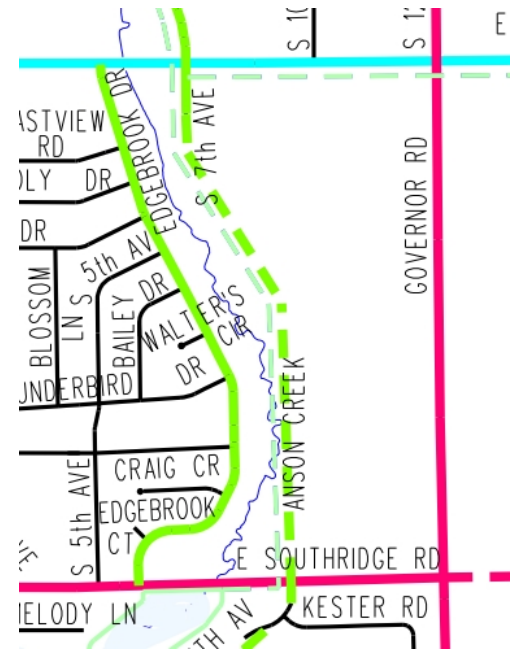
To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: May 7, 2021
RE: Infrastructure Partnership

HCI is a developer partnering with JBS to develop a multi-family residential complex on a parcel of land off of South 7th Avenue (south of Olive Street). This street is currently a stub which serves two other multi-family residential complexes. In the development meeting, it was discussed that South 7th Avenue is a minor collector in the City's Comprehensive Plan (see left), and the extension of South 7th Avenue is a known cost of the development that requires further discussion.

We shared the prior partnerships for infrastructure with Kading Properties and more recently Prime Development Group as part of our discussions. HCI has engaged CGA who came up with a preliminary cost estimate of \$1.46 million for the extension to the end of the property line, which is shown in the attachments. This estimate models what has been agreed to in the most recent agreements. While there could be further discussion of modifying some of the items in the estimate based upon the area, we believe this is an accurate amount for discussion purposes moving forward.

This estimate exceeds what was contributed to the other two agreements combined, and does not have a clear cut funding source as the other two did, but it is not impossible to partner. The items below are a few which could be considered further:

- General Obligation Bond- we are getting close to discussing borrowing, so all or some part could be part of this discussion.
- Amercian Rescue Plan- the City is receiving \$3.7 million, but the rules have not been issued which would allow the City to direct the funds towards the construction of a roadway. With what we know, it could be utilized to fund sanitary sewer as part of this project.



City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



- Road Use Tax- The City also received an additional \$236,000 from the Iowa DOT in Road Use Tax as a special payment. This has not been allocated or budget to any specific project.
- Council-designated LOST- while there is not enough funding to cover the entire project expense, there is the ability to talk about using part of this funding for the project.

Tax increment financing (TIF) is not included in the list above for a specific reason. This area is not one in which we could set up a TIF to pay for the infrastructure, as it would eliminate the option for tax abatement, which the developer is counting on.

At this time, we are looking for direction as to whether or not this is a partnership the Council would like to pursue. Unfortunately, we cannot be more concrete on the details of how to pay for things, but there are certainly ways to piece a project together through multiple funding sources.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin





Marshalltown Fire Department

909 S. 2nd Street
Marshalltown, IA 50158
marshalltown-ia.gov
641.754.5751 (Office)
641.754-5722 (Fax)

MEMO

To: Mayor & City Council

From: Chief David Rierson

Cc:

Date: 06/06/21

Re: Fire Department Fee Schedule

In your packet is a spreadsheet of fees charged by the fire department. With the exception of changes to the hazardous materials response fees and the enactment of plan review fees, most of the permit fees have been in effect since 2008. The 2015 International Fire Code stipulates what operations should be permitted, however, leaves the fee to be charged up to the jurisdiction. After reviewing the fee schedule, I would like to recommend the following changes:

1. Increase all permit fees by \$5.00.
2. Change the hazardous materials response fees to match the 2021 Iowa Fire Service Hazmat Response Fees schedule.
3. Increase plan review fees (architectural – sprinkler system – alarm system) by \$25.00.
4. Increase illegal burning fees by \$10.00.

Additionally, I am including for your discussion two additional fee sources:

1. A fee for standby at natural gas leaks lasting more than one (1) hour. This would be assessed when a contractor strikes a natural gas line during trenching or boring operations. The fee would be billed at the hazmat response rate of \$284.76/hour.
2. Contained within property insurance policies is a contingency for fire department services. This contingency varies in amounts from \$500 - \$2500 depending on the issuing company.

Respectfully submitted,

David Rierson

Fire Chief

Iowa Fire Service
Annual Hazardous Materials Response Fee Structure
Calendar Year 2021

Category	Examples	Hourly Cost*
Heavy Response Apparatus with 4 personnel	Engine, ladder, heavy rescue, etc.	\$312.25
Light Response Apparatus with 2 personnel	Tanker, brush truck, ambulance, staff car, etc.	\$249.79
Extra Response Personnel		\$25.01
Expended Materials	Foam, containment booms, sand, absorbent, etc.	Replacement cost, including shipping.
Equipment Repair and/or Cleaning	Personal protective equipment, hose, nozzles; apparatus, etc.	Cost (parts plus labor), including shipping.
Damaged Equipment and/or Property	May include injury to, destruction of, or loss of natural resources, etc.	Replacement and/or repair cost, including shipping.
Other	Contracted services, contracted equipment, evacuation of people, etc.	Billed as used.

*Minimum of one hour. Billed in 15-minutes increments beyond the first hour.

This fee structure will be updated in January of each year according to the CPI-U, US City Average, All Items, 12-month percentage change for the period ending in October of the preceding year. (Reference: <http://www.bls.gov/cpi/>)

References:

- Hazardous Materials Response Billing Protocol for Iowa Fire Departments, Authored by Iowa Firemen's Association and the Iowa Hazardous Materials Taskforce, December 2002.
- Iowa Code 455B.392

Supporting Fire Service Organizations:

- Iowa Firefighter's Association
- Iowa Fire Chief's Association
- Iowa Association of Professional Fire Chiefs
- Iowa Hazardous Materials Task Force

Dept	Div.	Permit Type	Code Section	How Fee Set	Current Fee	Per Unit Charge	Suggested Fee
Fire	Accident	Response Fee Non-Resident		Resolution	308.55	Hazmat Fee schedule-Min 1 hour + Materials	312.25
Fire	Accident	Response fee - Resident		Resolution	Cost of Materials	If over 1 hour, fee billed in 15 min increments	See Column G
Fire	Accident	Spill Pad		Other Fees	2.5		3.5
Fire	Accident	Oil Dry		Other Fees	10		10
Fire	Leak	Vehicle Leaking Fluid		Resolution	50 + Materials	If over 1 hour, fee billed in 15 min increments @Hazmat Rate	See Column G
Fire	Hazmat	Hazmat Response/1 hour min.		Iowa Fire Service Fee	284.76/Veh	Iowa Fire Service HAZMAT Response Fee	312.25/Veh
Fire	Hazmat	Equipment repair/cleaning		Iowa Fire Service Fee	Cost plus shipping	Iowa Fire Service HAZMAT Response Fee	Cost plus shipping
Fire	Hazmat	Damaged equipment/property		Iowa Fire Service Fee	Replacement/shipping	Iowa Fire Service HAZMAT Response Fee	Replacement/shipping
Fire	Hazmat	Disposable equipment		Iowa Fire Service Fee	Cost plus shipping	Iowa Fire Service HAZMAT Response Fee	Cost plus shipping
Fire	Hazmat	Extra personnell/callback		Iowa Fire Service Fee	24.71	Iowa Fire Service HAZMAT Response Fee	25.01
Fire	Illegal Burn	Illegal Burn - First Offense	91.021	Resolution	100		110
Fire	Illegal Burn	Illegal Burn - Second Offense	91.021	Resolution	200		210
Fire	Illegal Burn	Illegal Burn - Third & Subsequent	91.021	Resolution	300		310
Fire	Inspection	Inspection - Initial	IFC 105.2.2	Resolution	Included in Permit Fee		Included in Permit Fee
Fire	Inspection	Inspection - 1st Reinspection	IFC 105.2.2	Resolution	Included in Permit Fee		Included in Permit Fee
Fire	Inspection	Inspection - 2nd Reinspection	IFC 105.2.2	Resolution	75		80
Fire	Inspection	Inspection - 3rd Reinspection	IFC 105.2.2	Resolution	100		105
Fire	Inspection	Inspection - 4th Reinspection	IFC 105.2.2	Resolution	150		155
Fire	Inspection	Inspection - Liqour Only Initial	IFC 105.2.2	Resolution	0		0
Fire	Inspection	Inspection - Liqour 1st reinspection	IFC 105.2.2	Resolution	25		30
Fire	Inspection	Inspection - Liqour 2nd reinspection	IFC 105.2.2	Resolution	75		80
Fire	Inspection	Inspection - Liqour 3rd reinspection	IFC 105.2.2	Resolution	100		105
Fire	Inspection	Inspection - Liqour 4th reinspection	IFC 105.2.2	Resolution	150		155
Fire	Permit	Aerosal Products	IFC 105.6.1	Ordinance	55		60
Fire	Permit	Amusement Buildings	IFC 105.6.2	Ordinance			60
Fire	Permit	Assembly - 50-100 Occupants	IFC 105.6.36	Ordinance	35		40
Fire	Permit	Assembly - 101-300 Occupants	IFC 105.6.36	Ordinance	55		60
Fire	Permit	Assembly - 301-500 Occupants	IFC 105.6.36	Ordinance	75		80
Fire	Permit	Assembly - 501 & Over Occupants	IFC 105.6.36	Ordinance	95		100
Fire	Permit	Aviation Facilities	IFC 105.6.3	Ordinance	55		60
Fire	Permit	Carbon Dioxide Systems	IFC 105.6.4	Ordinance			60
Fire	Permit	Carnivals & Fairs	IFC 105.6.5	Ordinance	55		60
Fire	Permit	Cellulose Nitrate Film	IFC 105.6.6	Ordinance	55		60
Fire	Permit	Combustible Dust Producing Ops	IFC 105.6.7	Ordinance	55		60
Fire	Permit	Combustible Fiber Storage	IFC 105.6.8	Ordinance	55		60
Fire	Permit	Compressed Gasses	IFC 105.6.9	Ordinance	55		60
Fire	Permit	Commercial Burn Permit	91.021	Ordinance	200		200
Fire	Permit	Confined Space Response	Other Fees	Resolution	2,500	Annually	2,500
Fire	Permit	Covered/Open Mall Buildings	IFC 105.6.10	Ordinance	55		60
Fire	Permit	Cryogenic Fluids	IFC 105.6.11	Ordinance	55		60
Fire	Permit	Cutting & Welding	IFC 105.6.12	Ordinance	55		60

Fire	Permit	Dry Cleaning	IFC 105.6.13	Ordinance	55		60
Fire	Permit	Exhibits/Trade Shows	IFC 105.6.14	Ordinance			60
Fire	Permit	Explosives/Fireworks	IFC 105.6.15	Ordinance	55		85
Fire	Permit	Fire Alarm Response (6 - 9)	32.003	Ordinance	50	First 5 Responses Free	55
Fire	Permit	Fire Alarm Response (10-14)	32.003	Ordinance	75		80
Fire	Permit	Fire Alarm Response (15+)	32.003	Ordinance	100		105
Fire	Permit	Fire Hydrants/Valves	IFC 105.6.16	Ordinance	55		60
Fire	Permit	Flammable/Combustible Liquids	IFC 105.6.17	Ordinance	55	1 - 1,000 Gallons	60
Fire	Permit	Flammable/Combustible Liquids	IFC 105.6.17	Ordinance	75	1,001 - 10,000 Gallons	80
Fire	Permit	Flammable/Combustible Liquids	IFC 105.6.17	Ordinance	100	10,001 Gallons +	105
Fire	Permit	Floor Finishing	IFC 105.6.18	Ordinance		>350 Sq.Ft using Class 1/2 liquids	60
Fire	Permit	Fruit/Crop Ripening	IFC 105.6.19	Ordinance	55		60
Fire	Permit	Fumigation/Insecticide Fogging	IFC 105.6.20	Ordinance	55		60
Fire	Permit	Hazardous Materials	IFC 105.6.21	Ordinance	55		60
Fire	Permit	HPM Facilities-Use/Storage	IFC 105.6.22	Ordinance		Hazardous Production Materials	60
Fire	Permit	High-Piles Storage	IFC 105.6.23	Ordinance	55		60
Fire	Permit	Hot Work Operations	IFC 105.6.24	Ordinance			60
Fire	Permit	Industrial Ovens	IFC 105.6.25	Ordinance	55		60
Fire	Permit	Lumber Yards/Woodworking Plants	IFC 105.6.26	Ordinance	55		60
Fire	Permit	Liquid/Gas-Fueled Equipment In assembly	IFC 105.6.27	Ordinance	55		60
Fire	Permit	LP Gas/Use / Storage/Dispensing < 5,000 gal	IFC 105.6.28	Ordinance	55	<500 Gallons in residential use not required	60
Fire	Permit	LP Gas/Use/ Storage/Dispensing(5,000 -10,000)	IFC 105.6.28	Ordinance	75		80
Fire	Permit	LP Gas/Use/Storage/Dispensing(10,000 +)	IFC 105.6.28	Ordinance	100		105
Fire	Permit	Magnesium Use	IFC 105.6.29	Ordinance	55		60
Fire	Permit	Miscellaneous Combustible Storage	IFC 105.6.30	Ordinance	55		60
Fire	Permit	Motor Fuel Dispensing Facilities	IFC 105.6.31	Ordinance	55	1 - 1,000 Gallons	60
Fire	Permit	Motor Fuel Dispensing Facilities	IFC 105.6.31	Ordinance	75	1,001 - 10,000 Gallons	80
Fire	Permit	Motor Fuel Dispensing Facilities	IFC 105.6.31	Ordinance	100	10,001 Gallons +	105
Fire	Permit	Open Flames & Torches	IFC 105.6.33	Ordinance			60
Fire	Permit	Open Flames & Candles	IFC 105.6.34	Ordinance			60
Fire	Permit	Organic Coatings	IFC 105.6.35	Ordinance	55		60
Fire	Permit	Pyrotechniques/Special Effects	IFC 105.6.38	Ordinance	250		255
Fire	Permit	Pyroxylin Plastics	IFC 105.6.39	Ordinance		>25# storage, assembly, manufacturing	60
Fire	Permit	Refrigeration Equipment/Commercial	IFC 105.6.40	Ordinance	55		60
Fire	Permit	Repair Garages/Fuel Dispensing Facilities	IFC 105.6.41	Ordinance	55		60
Fire	Permit	Rooftop Heliports	IFC 105.6.42	Ordinance			60
Fire	Permit	Spraying & Dipping	IFC 105.6.43	Ordinance	55		60
Fire	Permit	Scrap Tire Storage	IFC 105.6.44	Ordinance	55		60
Fire	Permit	Temporary Membrane/Tent Structures	IFC 105.6.45	Ordinance	55		60
Fire	Permit	Tire Rebuilding Plants	IFC 105.6.46	Ordinance			60
Fire	Permit	Waste Handling	IFC 105.6.47	Ordinance	55	Wrecking & Junk Yards, Waste Handling Facilities	60
Fire	PlanReview	Plan Review - Alarm System		Resolution	75		100

Fire	PlanReview	Plan Review - Sprinkler System	Resolution	75	100
Fire	PlanReview	Plan Review - Alarm System	Resolution	75	100



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

Marshalltown Police Department Chief of Police Memorandum

TO: City Administrator Jessica Kinser
FROM: Michael W. Tupper
Chief of Police
DATE: 25 May 2021
RE: PD Fee Schedule Recommendations

The police department recommends increasing these fees.

1. Fingerprinting Services

Currently, the police department provides fingerprinting services for community members seeking this service for private employment needs or background investigation needs. We charge \$8.00 per latent print card.

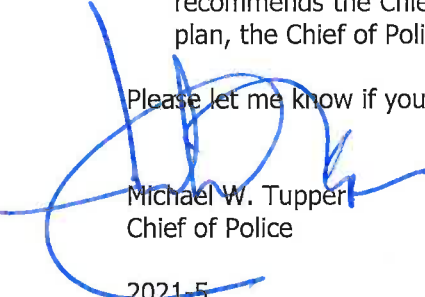
Staff recommends we increase the fee to \$20.00 for the service regardless of the number of cards. We also recommend waiving this fee for employees of the Marshalltown Community School District.

2. Extra-duty jobs for law enforcement officers.

Currently the police department charges \$45.00 per hour for a police officer to work an extra-duty job assignment. There is a two-hour minimum. \$45.00 per hour does not always cover the city's actual costs for staff time and does not cover costs for overhead expenses related to the use uniforms, equipment, vehicles, etc. during these extra-duty job assignments.

Staff recommends increasing the extra-duty job fee to \$55.00 per hour with a two-hour minimum. Additionally, staff recommends there be a two-officer minimum requirement for any event serving alcohol and a four-officer minimum requirement for boxing, wrestling, or mixed martial arts events. Lastly, staff recommends the Chief of Police have the authority to waive officer minimums if, after a review of the event plan, the Chief of Police determines less staffing is appropriate.

Please let me know if you have questions or concerns about this matter. Thank you!


Michael W. Tupper
Chief of Police

2021-5

CITY COUNCIL

Mike Gowdy, Al Hoop, Gabe Isom, Mike Ladehoff,
Bill Martin, Gary Thompson, Bethany Wirin

MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 10, 2021 Meeting

RE: Housing & Community Development Department – Proposed Fees

Policy Issue: The Housing & Community Development Department is responsible for Planning & Zoning, Building Inspections, Rental Housing Inspections, Code Enforcement, Section 8 Housing, Lead Based Paint Program and other grants.

Background: Staff reviews the existing fees on an annual basis to ensure the time and resources used is in line with the fee collected.

Recommendation: Staff is recommending the following changes/additions.

- Housing – Zoning – **Sign Permit Fee** – The current base rate is \$25. Staff is proposing an increase to **\$50** to account for the time required in processing a basic permit.
- Housing – Zoning – **Planned Unit Development Amendment (required hearings)** – This is technically an existing fee which we are proposing a split between amendments requiring hearing and those that do not. The current fee is \$200 and that will remain for amendments which do not require hearings. The new fee is for amendments which do require hearings. The proposed fee is **\$500** which is the same as a rezoning.
- Housing – Code Enforcement – **Vacant Property Code Registration Fee** – This is a new ordinance and we need to establish the associated fees. Staff is proposing that the annual registration fee is **\$100**.
- Housing – Code Enforcement – **Vacant Property Code Uninsured Property Fee** – This is a new ordinance and we need to establish the associated fees. Staff is proposing that the uninsured property fee is **\$3,000**.

Budget Impact: These are new fees based on the Zoning Ordinance and newly adopted Vacant Property Code so they should result in increased revenue.

Attachment: None

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

MARSHALLTOWN

— I O W A —

Department of Public Works

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Jessica Kinser, Administrator
Justin Nickel, Public Works Dir.
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June 14, 2021

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

From: Justin Nickel
Director of Public Works

Re: Marshalltown Fee Schedule Changes for FY 2022

Policy Issue: City policy requires Governing Body approval of fees

Recommendation: Staff recommends approving the fee changes

Background: Fee changes as follows

Addition – Fee for access to the Compost Facility in off season - \$500

- Special Event Trailer (delivery, setup, & pickup) \$300
- Special Event Trailer (delivery and pickup) \$150

Changes

Compost

Loading Fee \$15 to \$20

Sale of Compost Large Dump truck \$100 to \$175

Sale of Compost Pickup \$35 to \$40

Sale of Compost Small Dump truck \$70 to \$85

Sale of Wood Chips Large Dump truck \$75 to \$80

Sale of Wood Chips pickup \$25 to \$30

Sale of Wood Chips small dump truck \$30 to \$40

Yard Waste Disposal small trailer 4 x 6 \$6 to \$10

City Council

Michael Gowdy, Al Hoop, Gabriel Isom,
Mike Ladehoff, Gary Thompson, Bill Martin, Bethany Wirin



Yard Waste Disposal pickup 1 ton \$14 to \$25
Yard Waste Disposal pickup ½ to ¾ ton \$9 to \$15
Yard Waste Disposal small pickup \$6 to \$10
Yard Waste Disposal Large Truck \$28 to \$40
Yard Waste Disposal pickup 1 ton \$14 to \$25
Yard Waste Disposal Large Dump truck \$39 to \$50
Yard Waste Disposal packer truck \$55 to \$90
Yard Waste Disposal small dump \$28 to \$30

Electrical

Contractor license \$750 to \$100
Exam Fee \$25 to \$30
Exam Fee expedited \$150 to \$200
Apprentice License \$10 to \$20
Electric permit basic fee \$15 to \$25
Generator 21+ each kW over 20 \$1 to \$10
Journeyman Electric license \$20 to \$30
Lighting or power service, 1 meter \$10 to \$15
Lighting or power service, additional meters \$5 to \$10
Maximum fee \$500 to \$1000

Removal

WPCP

Waste Water Discharger Application Fee – duplicate
Waste Water Discharger Permit – duplicate
Personnel Charges – update to 2021 hourly rates

Budget Impact: TBD

Attachment: Fee Schedule

cc: Jessica Kinser, City Administrator

City Council

Michael Gowdy, Al Hoop, Gabriel Isom,
Mike Ladehoff, Gary Thompson, Bill Martin, Bethany Wirin



MARSHALLTOWN

I O W A

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: June 14, 2021 Meeting

RE: Rental Housing Inspections Program 2022 Proposal

Policy Issue: Iowa State Code 364.17 requires that communities with a population over 15,000 adopt a housing code. This code went into effect January 1, 1981.

Background: The City currently has 3,279 active rental units. Chapter 152: Housing Code, has been adopted as part of the City Code. The City currently has two full-time rental housing inspectors that split time between City housing inspections and HUD Section 8 inspections. With the planned retirement of one of the inspectors an opportunity to evaluate the administration of this program was identified. At the annual strategic planning session this was discussed and a more formal proposal is now being presented.

Recommendation: Staff is requesting Council direction on moving forward with the attached proposal with an implementation schedule of January 1, 2022.

Budget Impact: Currently the City collects an annual registration fee to balance the expenses of the program. This proposal would continue to require an annual registration fee to cover one employee responsible for the billing process, program management, complaint inspections, new unit inspections, quality control compliance and other essential duties. There would also be a budget cost to hire a contracted inspection firm to complete the regular initial and re-inspections. This cost would be paid to the contractor by the City then billed to the property owner at the time of the inspection.

Attachment: Rental Housing Inspections Program 2022 Proposal

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

Rental Housing Inspections Program 2022 Proposal

As part of the annual strategic planning session Council was presented with an initial proposal related to the administration of the rental housing program. With an anticipated retirement of one of the full-time inspectors there is an opportunity to re-evaluate the program administration and re-distribute responsibilities between City staff and a contracted entity. City staff would continue to conduct the HUD Section 8 housing inspections as required by HUD.

The following is a list of the primary components of the City rental housing program along with staff recommendations and anticipated process:

- **Rental Housing Code:** The City has a rental housing code chapter which is based off of the HUD Housing Quality Standards (HQS). Over the years application of the code develops based on interpretation and case experience. We work with other departments which enforce related codes including building, fire, electrical and plumbing. Most of these codes are in the International Code series. There is an International Property Maintenance Code which is often used to address rental housing conditions. The code would address items such as definitions, inspection standards and appeal process.
 - **Staff recommendation:** Adopt the International Property Maintenance Code with amendments as needed to replace the current code section.
 - **Process:**
 - June-July:* Complete a comparison to current standards and identify any potential conflicts with other adopted codes.
 - August:* Present a draft ordinance with amendments to the public and hold informational meetings for rental property owners to provide comment.
 - September-October:* Present a final draft to the City Council as an ordinance change to be effective January 1, 2022.
- **Rental Housing Unit Registration:** The City has utilized an annual registration process to track active rental units in the community. We have operated with a tiered fee structure based on the number of units per parcel.
 - **Staff recommendation:** Continue to require an annual rental property registration based on a per unit fee structure.
 - **Process:**
 - Annual Billing:* The annual registration is currently based on a calendar year and is billed at the end of March with payment due in May. This can be adjusted to a different time schedule.
- **Rental Housing Inspections:** The City currently has a goal of completing an inspection of every rental property every three years. An initial inspection is completed and then follow-up inspections are conducted until compliance is achieved. The majority of units require at least two inspections. City employees currently conduct these inspections.
 - **Staff recommendation:** Post an RFQ to hire an inspection firm that will be responsible for completing the initial and re-inspections. The costs of the inspection will initially be paid by the City and then billed out to the property owner.
 - **Process:**

September: Post RFQ.

October: Select Inspection firm and enter into a contract to be approved by the City council.

November-December: Prepare for transition to begin January 1, 2022

- o **Staff recommendation:** Maintain one rental housing inspector to cover new unit inspections, complaint inspections, quality control review and supplemental inspections as needed.
 - **Process:** no changes needed.
- **Inspection Frequency:** Properties are currently inspected approximately once every three years.
 - o **Staff recommendation:** Implement an inspection schedule which is based on property condition and compliance. The schedule may include increased inspection frequency as the number and severity of fail items increases. There could be a standard for single-family dwellings, two-unit dwellings and multi-family dwellings. In cases where there are minimal fail items units may not need to be inspected as frequently as properties that have a higher number of fails and/or more severe issues.
 - **Process:**
Define the inspection schedule: Include in the ordinance that the inspection schedule will be set by department policy or resolution.
- **Vacant Properties:** Currently the City allows owners to maintain a property as a rental by registering it even if it is vacant for an extended period. Typically, this is because the unit is non-complaint and the owner has not proceeded with the repairs but they want to maintain some level of grandfathering for things like unit density. We have seen this happen most often post-disaster or following a fire. We have also experienced situations with partial completion i.e. 2 out of 4 units are compliant.
 - o **Staff recommendation:** Limit the amount of time a property can remain non-compliant and vacant to six months. This would apply to partially vacant properties as well. After that time period the property would be subject to the Vacant Property Code and any grandfathering of non-compliant conditions would expire.
 - **Process:**
Define requirements: Include as part of the code changes.
- **New Unit Registration and Inspection:** Currently the City requires a new unit registration which includes an application fee. There is an increased fee when the property is occupied prior to registration and inspection. As part of the new unit inspection the City Electrician and Building Inspector conduct a survey in addition to the rental housing inspection.
 - o **Staff recommendation:** This process would continue as it is with the only change being the rental housing inspection would follow the new code.
 - **Process:** no changes needed.
- **Non-compliance:** Properties which do not pass inspection or have not paid their annual registration fee can be issued a denial of compliance letter and ultimately are subject to vacation of the unit and legal action through the municipal infraction process.

- **Staff recommendation:** There will continue to be a process for non-compliance which will be discussed with legal counsel on what should be included in the code. This may follow a similar process to posting of properties that are determined to be non-compliant.
 - **Process:**
Define process: Include as part of the code changes.
- **Appeals:** As with most city code sections there is an appeal process should an owner disagree with a decision made by the City. The code will address this process. The City has an established Housing Appeals Board that can hear appeals as requested.
 - **Staff recommendation:** There will continue to be a process for appeals which will be discussed with legal counsel on what should be included in the code.
 - **Process:**
Define process: Include as part of the code changes.
- **Complaints:** City staff currently responds to complaints received from tenants regarding possible violations. This will continue.
 - **Staff recommendation:** Clearly define in policy what is required to be submitted by any individual filing a complaint. Determine if there will be associated fees with founded complaints.
 - **Process:**
Define process: Include as part of the policy changes.