

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
NOVEMBER 8, 2021, 5:30 PM

A. **NOTICE TO PUBLIC**

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

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

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

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

1. **Recognition Of Employees For Veteran's Day**

- Don Barker (Fire), Air Force 1987 - 1996
- Brad Wilson (Fire), Marines 1989 - 1993
- Rodney Burgess (Fire), Army 1984 - 1990
- Nathan White (Fire), Army 1998 - 2019
- Austin White (Fire), Army 2019 - present
- Dennis Campbell (Streets), Marines 1980 - 1984
- Todd Tuttle (Police), Marines 1992 - 1997
- Vern Jefferson (Police), Marines 1992 - 1997 and Army 2005 - 2012
- Chris Roush (Police), Army 1994 - 1998
- Stephen Sheets (Police), Army 1990 - 1997
- Justin Allen (Police), Army 2006 - present
- Jeff Starits (WPCP), Army 1983 - 1991
- Bruce Gjetley (WPCP), Air Force 1982 - 1990
- Chris Becker (WPCP), Air Force 1984 - 1985

- Brad Rozell (WPCP), Navy 1990 - 1994
- Dave Daters (Public Works), Army 1969 - 1989
- Jim Trowbridge (Sewer), Air Force 1992 - 2012
- Brian Abel (Sewer), Navy 1991 - 1992
- Troy McGahuey (Sewer), Marines 1987 - 1991
- AJ Accola (Police), Army 2001 - present
- Jerad Hoyt (Police), Marines 1998 -2003 and Army 2019 - present
- Nicholas Krimmer (Police), Navy 2007 -2011
- Maurice Speirs (Police), Army 2004 - present

F. CONSENT AGENDA

1. APPROVE MINUTES 10/25/21 MEETING AND BILL LIST \$2,017,095.14

Documents:

[2021-10-25 SIGNED Council Minutes.pdf](#)
[2021-11-08_BILL LIST Summary.pdf](#)
[2021-11-08_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWAL - LEGENDS AMERICAN GRILL, 2902 S CENTER ST
3. Receipt Of Building Permit Report, October 2021

Documents:

[1021.pdf](#)

4. RESOLUTION 2021-296 ADOPTING A BOARD AND COMMISSION MANUAL

Documents:

[2021-11-08_2021-296_Resolution Adopting Board and Commission Manual.pdf](#)
[2021-11-08_2021-296_Board and Commission Manual.pdf](#)

5. RESOLUTION 2021-297 ADOPTING RULES AND REGULATIONS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

Documents:

[2021-11-08_2021-297_Resolution Adopting Rules and Regs for Airport.pdf](#)
[2021-11-08_2021-297_Marshalltown Municipal Airport Rules and Regs.pdf](#)

6. RESOLUTION 2021-298 SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT

AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS FOR OPERATIONS

Documents:

[2021-11-08_2021-298_Set Date Dev Agmt AA \(Operations\) \(Marshalltown-47 2021\)-v2.pdf](#)
[2021-11-08_2021-298_MCBD Operations Agreement \(Marshalltown 47 2021\)-v1.pdf](#)

7. RESOLUTION 2021-299 SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT INC., INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS FOR THE FACADE IMPROVEMENT PROGRAM

Documents:

[2021-11-08_2021-299_Set Date Dev Agmt AA \(Facade\) \(Marshalltown-47 2021\)-v3.pdf](#)
[2021-11-08_2021-299_MCBD Main Street Agreement \(Marshalltown 47 2021\)-v1.pdf](#)

8. RESOLUTION 2021-300 APPROVING THE ALLOCATION OF \$80,000 IN TAX INCREMENT FINANCING TO FUND THE INCENTIVE GRANT FUND

Documents:

[2021-11-08_2021-300_Resolution Approving Allocation TIF to Incentive Grant.pdf](#)
[2021-11-08_2021-300_MCBD Incentive Grant Request.pdf](#)

9. RESOLUTION 2021-301 ORDERING CONSTRUCTION OF THE PHASE II MARSHALLTOWN SIDEWALK GAPS PROJECT SDW20002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2021-11-08_2021-301_SDW20002 Resolution Ordering Construction.pdf](#)
[2021-11-08_2021-301_SDW20002 Memo to Order Construction.pdf](#)
[2021-11-08_2021-301_SDW20002_1690 - Official Notice of Hearing and Letting.pdf](#)
[2021-11-08_2021-301_SDW20002_1690 - Opinion of Probable Cost_Div II_21 10 27.pdf](#)

10. RESOLUTION 2021-302 TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE THE CITY CODE UPGRADE GRANT

WORK FOR 210 E. MAIN STREET

Documents:

[2021-11-08_2021-302_Resolution to Approve 6-Month Extension Facade Grant 210 E Main St.pdf](#)
[City Code Grant Extension Request Deim Holdings 11.3.21.pdf](#)

11. RESOLUTION 2021-303 TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE THE FACADE GRANT WORK FOR 118 W. MAIN STREET

Documents:

[RESOLUTION TO APPROVE 6-MONTH EXTENSION OF TIME TO COMPLETE THE FACADE GRANT WORK FOR 118 W. MAIN STREET.pdf](#)
[Extension Request Marlas Headliner 11.3.21.pdf](#)

12. RESOLUTION 2021-304 TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE THE FACADE GRANT WORK FOR 32 E. MAIN STREET AND 8 N. 1ST AVE

Documents:

[2021-11-08_2021-304_Resolution to Approve 6-Month Extension Facade Grant 32 E Main St and 8 N 1st Ave.pdf](#)
[Extension Request BPlus Properties 11.3.21.pdf](#)

G. MOTIONS

1. MOTION TO APPROVE A NEW CLASS B NATIVE WINE PERMIT FOR OLIVER BEANE DESIGNS, 1714 S CENTER ST

H. RESOLUTIONS

1. RESOLUTION 2021-305 AWARDED GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

Documents:

[Sale Only GO CP LA \(Marshalltown 45-2021\).pdf](#)
[Memo to Award 2021 GO Bonds.pdf](#)

2. RESOLUTION 2021-306 AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST ASSIGNMENT OF A TAX CERTIFICATE FOR 906 SOUTH 11TH AVENUE, PARCEL 8418-36-378-006, HELD BY MARSHALL COUNTY

Documents:

[2021-11-08_2021-306_Res for Tax Cert 906 S 11th Ave.pdf](#)
[DJ Norem Tax Certificate Request.pdf](#)

3. RESOLUTION 2021-307 APPROVING CONTRACT CHANGE ORDER #4 FOR HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001 AND #APR19002 AN INCREASE OF \$

Documents:

[2021-11-08_2021-307_APR19001-2 Resolution CO 4.pdf](#)
[2021-11-08_2021-307_APR19001-2 CGA Letter.pdf](#)
[2021-11-08_2021-307_APR19001-2 Change Order 4 - Engineering.pdf](#)
[2021-11-08_2021-307_APR19001-2 Change Order 4 - No Cost.pdf](#)
[2021-11-08_2021-307_APR19002 Memo for Approval of Change Orders 4 and 5.pdf](#)

4. RESOLUTION 2021-308 APPROVING CONTRACT CHANGE ORDER #5 FOR HANGAR, TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001 AND #APR19002, AN INCREASE OF \$27,910.50

Documents:

[2021-11-08_2021-308_APR19001-2 Resolution CO5.pdf](#)
[2021-11-08_2021-308_APR19002 Memo for Approval of Change Orders 4 and 5.pdf](#)
[2021-11-08_2021-308_APR19001-2 CGA Letter.pdf](#)
[2021-11-08_2021-308_APR19001-2 - Change Order 5.pdf](#)

5. RESOLUTION 2021-309 DECERTIFYING THE TAX INCREMENT FINANCE DISTRICT ESTABLISHED IN URBAN RENEWAL AREA 5 AND ALL PREVIOUSLY CERTIFIED DEBTS OF THE DISTRICT AND RETURN FUNDS TO MARSHALL COUNTY

Documents:

[2021-11-08_2021-309_Resolution to Decertify TIF in Urban Renewal Area 5.pdf](#)
[2021-11-08_2021-309_Memo to Decertify TIF District in URA5.pdf](#)

6. RESOLUTION 2021-310 RENAMING CENTRAL IOWA DRIVE TO UNITYPOINT WAY

Documents:

[2021-11-08_2021-310_Resolution Renaming Central Iowa Drive to UnityPoint Way.pdf](#)
[2021-11-08_2021-310_Resolution 2015-135 Accepting Dedication of Public Way.pdf](#)
[2021-11-08_2021-310_UPH Request to Rename.pdf](#)

7. PUBLIC HEARING AND RESOLUTION 2021-311 PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF THE

ALLEY HEREIN DESCRIBED FROM THE CITY OF
MARSHALLTOWN, IOWA TO DAVID J. STORJOHANN

The Times-Republican did not publish the Notice of Public hearing as scheduled on 10/4/21. The new notice was published 10/28/21. Per legal counsel, the public hearing must be held again and adoption of the resolution.

Documents:

[2021-11-08_2021-311_Resolution Vacate Alley 906 Jackson St.pdf](#)
[2021-11-08_2021-311_Quit Claim Deed.pdf](#)

I. ORDINANCES

1. ORDINANCE 15028 TO AMEND SECTION 31.046 OF THE MARSHALLTOWN CODE OF ORDINANCES TO PROVIDE DIRECTION FOR THE WATER WORKS BOARD OF TRUSTEES

Documents:

[2021-11-08_ORDINANCE 15028 Water Works Board of Trustees.pdf](#)

1. MOTION TO WAIVE THE THIRD READING OF ORDINANCE 15028 TO AMEND SECTION 31.046 OF THE MARSHALLTOWN CODE OF ORDINANCES TO PROVIDE DIRECTION FOR THE WATER WORKS BOARD OF TRUSTEES
2. ORDINANCE 15029 TO AMEND THE LICENSING AND COLLECTION REGULATIONS FOR THE COLLECTION OF GARBAGE OR REFUSE, YARD WASTE AND RECYCABLES
2ND READING

Documents:

[2021-11-08_ORDINANCE 15029 Amend Garbage and Refuse Collection.pdf](#)
[2021-11-08_ORDINANCE 15029 Memo Garbage and Refuse Collection.pdf](#)

3. ORDINANCE 15030 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 111 AIRPORTS AND AIRCRAFT

Documents:

[2021-11-08_ORDINANCE 15030 Repealing Chapter 111 Airports and Aircraft.pdf](#)
[2021-11-08_ORDINANCE 15030 MEMO Repealing](#)

4. ORDINANCE 15031 AMENDING THE CITY OF MARSHALLTOWN
CODE OF ORDINANCES CHAPTER 113 AMUSEMENTS AND
RECREATION
1ST READING

Documents:

[2021-11-08_ORDINANCE 15031 Amending Chapter 113
Amusements and Recreation.pdf](#)

J. **DISCUSSION**

1. Development Agreement With Marshalltown Company For Phase 2
& 3 Development

Documents:

[211108 Mtown City Council Presentation.pdf](#)
[Marshalltown Company Development.pdf](#)
[UrbanRenewal_Revitalization_Areas 7.27.21.pdf](#)
[2018-04-23-2018_2018-056_Plan UR2 Amd5.pdf](#)

2. Discussion Of Airport Manager And FBO Agreements

Documents:

[Airport Lease Comparison 11.8.pdf](#)
[Memo Airport Agreements11.8.21 Discussion.pdf](#)

3. Discussion - Chapter 120 Tree Trimmers

Documents:

[2021-11-08_DISCUSSION_Memo Tree Trimmer Permit.pdf](#)
[2021-11-08_DISCUSSION_Chapter 120 Tree Trimmers.pdf](#)
[2021-11-08_DISCUSSION_Chapter 58 Vegetation.pdf](#)

4. DISCUSSION - Zoning Ordinance Update

Documents:

[2021-11-08_DISCUSSION_CC Memo Zoning Update.pdf](#)

K. **PUBLIC COMMENT**

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

meetings laws.

L. CLOSED SESSION - 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.

M. 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
OCTOBER 25, 2021**

Mayor Greer called the meeting to order at 5:30 PM, October 25, 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, Wirin. Councilor Thompson reminded everyone to vote on 11/2. Jessica Kinser presented Chief Michael Tupper with 10 years of service. Mayor Greer recognized Justin Nickel for his service to the City. Trick or Treat will be 10/31, 5:30-7 pm.

CONSENT AGENDA

Motion by Wirin, second by Isom to adopt the consent agenda: APPROVE MINUTES 10/11/21 MEETING AND BILL LIST \$2,297,147.20; CIVIL SERVICE NEW HIRE LISTS FOR POLICE OFFICER, HORTICULTURIST, STREET MECHANIC, STREET MAINTENANCE WORKER; APPROVE LIQUOR LICENSE RENEWALS FOR BEST WESTERN REGENCY INN, 3303 S CENTER ST, TC'S LLC, 921 N 3RD AVE, TOTEM BOWL, 1101 S 6TH ST; APPROVE AUGUST 2021 FINANCIAL STATEMENTS; REAPPOINTMENTS TO THE FIRE CODE BOARD OF APPEALS, 4 YR TERMS EXPIRING 8/1/25 FOR HEIDI HOGAN, JEFFREY MANN, PHYLLIS MAZOUR, WAYNE WALTERMIRE JR.; RESOLUTION 2021-280 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF TWO 2016 CATERPILLAR 12M3 MOTOR GRADERS FROM ZIEGLER CAT FOR USE IN THE STREET DEPARTMENT AND DECLARING CERTAIN PROPERTY SURPLUS; RESOLUTION 2021-281 ACCEPTING QUOTE AND AUTHORIZING THE PURCHASE OF UV DISINFECTION LAMPS AND QUARTZ SLEEVES FOR THE PRICE OF \$80,204.90 FOR USE IN THE WATER POLLUTION CONTROL PLANT DISINFECTION SYSTEM; RESOLUTION 2021-282 ACCEPTING THE SHELTER AT WEST END PARK TO THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$54,821 FROM THE 13TH STREET ASSOCIATION; RESOLUTION 2021-283 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE GARLING CONSTRUCTION, INC VETERANS MEMORIAL COLISEUM PROJECT, BEING PROJECT NO. BLD19001 WITH A FINAL PROJECT COST IN THE AMOUNT OF \$3,871,150.51; RESOLUTION 2021-284 APPROVING CONTRACT CHANGE ORDER #4 FOR THE S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENTS PROJECT #PLT19001 A DECREASE OF \$21,221.71; RESOLUTION 2021-285 APPROVING CONTRACT CHANGE ORDER #5 FOR THE E. MERLE HIBBS BOULEVARD EAST EXTENSION PROJECT #ECO19001 A DECREASE OF \$144,314.31; RESOLUTION 2021-286 APPROVING CONTRACT CHANGE ORDER #7 FOR THE 2017 MANHOLE AND POINT REPAIR PROJECT #59016002 A DECREASE OF \$105,339.72; RESOLUTION 2021-287 TO APPROVE ADMINISTRATIVE SERVICES FOR THE CITY OF MARSHALLTOWN CDBG-CV PROJECTS; RESOLUTION 2021-288 TO APPROVE THE ADOPTION OF THE IOWA ECONOMIC DEVELOPMENT AUTHORITY DUPLICATION OF BENEFITS POLICIES AND PROCEDURES; RESOLUTION 2021-289 APPROVING ENGINEERING SERVICES AMENDMENT NO. 2 WITH FOX ENGINEERING ASSOCIATES, INC FOR THE S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT #PLT19001, AN INCREASE OF \$3,875.00; RESOLUTION 2021-290 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING WENTHOLD EXCAVATING E. MERLE HIBBS EXTENSION PROJECT, BEING PROJECT NO. ECO19001. Motion carried 7-0.

RESOLUTIONS

Motion by Wirin, second by Isom to adopt RESOLUTION 2021-291 AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021 AND SETTING THE DATE FOR THE SALE OF THE BONDS. Diana Steiner, Finance Director advised the sale of \$9.6M General Obligation Corporate Purpose Bonds will be 11/8. Council approved the preliminary official statement. Motion carried 6-1, Hoop dissenting.

Motion by Martin, second by Ladehoff to adopt RESOLUTION 2021-292 CREATING A FULL-TIME CUSTODIAN POSITION AND PROVIDING FUNDING FOR SAID POSITION IN THE CURRENT FISCAL YEAR. Motion carried 6-1, Thompson dissenting.

Motion by Wirin, second by Isom to adopt RESOLUTION 2021-293 RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE IEDA DOWNTOWN REVITALIZATION GRANT (DTR), WITH RDG IA INC, IN THE AMOUNT OF \$120,000 PLUS REIMBURSABLE EXPENSES. Michelle Spohnheimer, Housing and Community Development Director advised this contract is to provide architect services as required for the \$500,000 grant award for 11 downtown façade improvements. Motion carried 7-0.

Motion by Gowdy, second by Wirin to adopt RESOLUTION 2021-294 NAMING THE POCKET PARK BETWEEN CITY HALL AND THE VETERANS MEMORIAL COLISEUM THE VETERANS COURTYARD. Motion carried 7-0.

ORDINANCES

Motion by Wirin, second by Isom to adopt the third reading of ORDINANCE 15025 TO AMEND THE MARSHALLTOWN FIRE CODE TO PROVIDE GUIDANCE ON THE OPERATIONS OF THE FIRE CODE BOARD OF APPEALS. Motion carried 7-0.

Motion by Ladehoff, second by Wirin to adopt the third reading of ORDINANCE 15026 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 94 HUMAN RIGHTS; NON-DISCRIMINATION. Motion carried 7-0.

Motion by Martin, second by Isom to adopt the first reading of ORDINANCE 15028 TO AMEND SECTION 31.046 OF THE MARSHALLTOWN CODE OF ORDINANCES TO PROVIDE DIRECTION FOR THE WATER WORKS BOARD OF TRUSTEES. Jessica Kinser, City Administrator advised the Water Works Board of Trustees had no changes to the ordinance. Motion carried 7-0.

Motion by Wirin, second by Gowdy to adopt the first reading of ORDINANCE 15029 TO AMEND THE LICENSING AND COLLECTION REGULATIONS FOR THE COLLECTION OF GARBAGE OR REFUSE, YARD WASTE AND RECYCLABLES. Alicia Hunter, City Clerk advised this ordinance clarifies the use of a trailer for garbage pickup. Motion carried 5-2, Ladehoff and Thompson dissenting.

DISCUSSION

Jessica Kinser, City Administrator presented the new Marshalltown Aviation Rules and Regulations following FAA best practices drafted by Steve Valbracht, owner of Marshalltown

Aviation. Chapter 111: Airports and Aircraft of the Code of Ordinances would be repealed with this adoption. Motion by Wirin, second by Martin to bring forward a resolution to adopt the rules and regulations and an ordinance to repeal Chapter 111. Motion carried 7-0.

Jessica Kinser, City Administrator advised staff is working on two separate contracts for the Marshalltown Aviation Fixed Base Operator and the Airport Manager. The City currently pays \$7,705 per year for management services as set in the 1980s and \$20.78/hour for maintenance. The proposed agreement would increase the management fee to \$25,000-\$50,000 and a set maintenance fee of \$25,000 for a 5-year term. The Fixed Base Operator currently pays \$27,271 annually to lease buildings. It is proposed to increase this to \$28,000 to reflect the new hanger and an increased fuel payment to \$0.12 per gallon for a 15-year term. Public comment: Mark Eaton, 1007 S 10th Ave, noted if we pay an Airport Manager \$28,000 a year and he pays \$28,000 as the FBO then there is a net-zero. Councilors requested more information on comparable airports.

Nate McCormick, Marshalltown Central Business District President, requested \$80,000 in immediate funding and \$50,000 for the fiscal year 2023, for the Façade Improvement and Code Building Upgrade Grant Program. Motion by Wirin, second by Isom to authorize the use of TIF for the incentive grant program. Motion carried 7-0.

Nate McCormick, Marshalltown Central Business District President requested \$40,000, a \$5,000 increase, in the City's annual contribution to organization support for the fiscal year 2023. Motion by Isom, second by Ladehoff to provide \$40,000 in organizational support to MCBBD for FY23. Motion carried 5-2, Hoop and Thompson dissenting.

Troy Pins and Doug Mertens, Garling Construction, 1120 11st St, Belle Plaine, Iowa asked the council to grant them a 13-week time extension for the airport hanger project along with additional general requirement costs of \$27,910.50 due to supply chain issues. Justin Nickel, City Public Works Director advised the city should not be held liable for the general requirement costs. CGA advised they do not have proof of when supplies were ordered to verify if the supply chain is impacted by late ordering. Public comment: Lonnie Hogeland, 909 Stegmann, cautioned the city may not find contractors to do the work if they terminate the contract. Troy Pins advised Garling will complete the work regardless. The council would like change order resolutions to come forward separately on the time extension and the general requirement costs.

Alicia Hunter, City Clerk provided a review of Chapter 113 Amusements and Recreation permits. Motion by Martin, second by Gowdy to proceed with repealing suggested sections of Chapter 113. Motion carried 7-0.

CLOSED SESSION

Motion by Martin, second by Gowdy to go into a Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Motion carried 7-0 and the Council entered closed session at 7:18 pm. Motion by Thompson, second by Isom to return to open session. Motion carried 7-0 and the Council returned to open session at 7:38 pm. Roll call—Present: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin. Motion by Wirin, second by Isom to adopt RESOLUTION 2021-295

CONFIRMING APPOINTMENT OF HEATHER THOMAS AS MARSHALLTOWN PUBLIC WORKS DIRECTOR/CITY ENGINEER. Motion carried 6-1, Thompson dissenting.

PUBLIC COMMENT

N/A.

The meeting adjourned at 7:39 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 11/08/21

Advertising

Great.Wstrn.Bnk/1 20.76

Buildings/Improvements

Nagle, Signs/1 12,735.60

Consulting & Professional Fees

AHLERS.COONEY/1 88.50
Bernie.Lowe.Asc/1 343.80
CGA.Assoc/7 16,593.18
Fox.Engrg.Assc/1 421.09
Great.Wstrn.Bnk/1 75.00
GRIMES.BUCK.SCH/1 3,547.50
Health.Partners/1 13,381.60
Iowa.One.Call/2 267.60
Kendig Keast/1 8,836.75
TotalAdmin.Serv/1 1,905.18

Contracts

AAA.Septic/1 120.00
Aramark.Unfrm/1 26.30
ARL/1 4,333.33
Backflow.Preven/1 10,250.20
BDH/24 12,242.48
Central Salt/2 7,447.06
Central.Square/4 540.00
Construct/2 279,664.80
Devig,T/1 390.00
Fisher.Comm.Ctr/1 8,333.33
Great.Wstrn.Bnk/7 507.39
Hansen,S/1 731.25
Iowa.One.Call/1 21.60
Marsh.Co.Landfi/1 328.85
Midwest Office/1 59.70
Mtn.Wtrwrks/1 724.00
RICOH.USA.INC/4 230.48
Schendel.Pest.C/1 45.00
Stone.Sanit/8 1,698.64
Strategic.Insgh/1 2,250.00
Thorp,R/2 186,340.50
Unified.Contr./1 2,400.00
VanMaanen.Elect/1 542.38

Debt Service

UMB.Bank.NA/3 1,200.00

Equipment

Great.Wstrn.Bnk/2 3,032.26

Land & Improvements

Alcantar,Eligio/1 340.00
Blue, Timothy/1 40.00
Garcia, Maria G/1 260.00
Solorio, Jose/1 620.00

Library Books

Great.Wstrn.Bnk/15 387.44

Medical

HARTFORD.ACCTS/1 6,653.19
Health.Partners/11 245,610.03
Hunter Lane LLC/2 147.95
McFarland.Cl/1 401.28
Occ.Med.Plus/1 254.00

Payroll.Deductions

IA.Treasurer/2 295.00

Payroll.Net

Payroll/1 307,259.37

Refund/Reimbursed

Draper, David/1 32.34
GOODING.B/1 876.61
Great.Wstrn.Bnk/9 368.82
Health.Partners/4 -1,220.44
IA.Treasurer/1 37.00
Johnston,R/1 43.12
Ladehoff,M/1 89.35
Peterson, Peggy/1 147.07
Tipton, Beth/1 417.34
WOODRIDGE,R/1 107.80

Rents/Leases

Ackley.Housing/3 485.00
ALCALA,R/2 524.00
AMES,STEVEN/20 6,000.00
Barnes,L/1 239.00
BJ&J.LLC/1 254.00
BLOOD,A/2 784.00
Borota,K/2 640.00
BOULDER.COOP.HS/3 953.00
Brodin,C/1 132.00
Brown,B/2 794.00
Buckaroo.LLC/2 897.00
Bunch, John/1 278.00
Burr,Robert/1 370.00
Charlier,Q/1 133.00
Chedester,James/1 400.00
Chilton,M/1 450.00
CIRSI/9 766.00
CMHC.INVEST/1 244.00
D.D.Rentals/2 1,060.00
DC Brown Rental/2 707.00
Eakin,R/1 209.00
ECKLOR,S/3 759.00
Elwayne.Inc./3 904.00
Engel, Drew/1 184.00
EPM IA LLC/2 541.00
Etter, W/1 482.00

BILL LIST 11/08/21

Eubanks,C/2	612.00	Reed,T/6	2,401.00
Ferneau, Gary/1	585.00	River.Birch/7	2,876.00
Frese.Propts/1	240.00	River.Oaks/7	2,494.00
Friendly.Valley/2	280.00	Rush,R/1	265.00
Gonzales,G/1	551.00	S.E.Invst/1	650.00
Gonzalez, Pat/1	900.00	Schmidt,M/3	853.00
Gorrell, Joseph/1	432.00	SCOTT,L/1	434.00
Gossard.Mobile/1	284.00	SESKER,R/1	182.00
Grant.Park.LLC/19	4,641.00	Specht,G/1	259.00
Gray,D/2	1,121.00	Squire,B/1	191.00
Hala,J/5	2,231.00	SS & R Prop/1	126.00
HARRIS,T/1	324.00	Steelsmith,G/3	970.00
Hatch,J/1	475.00	Sunrise.Apt/1	138.00
Hatch,R/5	1,935.00	Swiff, Scott/1	370.00
HESSENIUS,R/2	274.00	Switzer,T/1	555.00
Hilltop.Village/5	768.00	Tallcorn.Tower/23	6,036.00
HOBSON,W/1	154.00	Titus,T/1	364.00
Hodges,K/1	294.00	TOWN.APARTMENT/3	363.00
HUBBARD.MAPLE/2	363.00	VC.Investment/8	1,569.00
Ibarra,S/1	143.00	Weatherly.Erin/1	520.00
JB.I.COOP.Assn/3	797.00	Worent.Inc/4	1,073.00
JDL.Rental.Coop/1	845.00	Worsfold Farm/1	364.00
Johnson,S/1	550.00		
Judge,M/7	2,453.00	Service/Repairs	
Klinefelter,R/1	450.00	AAA.Septic/1	235.00
Kramer,M/1	119.00	AG.LIME.TRUCKG/2	5,840.00
LAWSON,R/2	284.00	Airgas.U.S.A./1	59.10
Lawthers.Prop.M/1	290.00	Aponte,M/1	27.00
LBO Investments/1	360.00	Atcher,R/1	820.00
Lopez, Jaime/1	370.00	Century.Link/29	688.71
LUENSE,B/7	2,780.00	Cowan.Roofing/1	6,440.00
Mansager, C/1	301.00	FIRSTNET.ATT/5	861.89
Manship,W/1	839.00	Gale-Hazen,K/1	525.00
Marion.Manor2/1	559.00	Garling.Constr/1	304,240.00
Marshalltown.Sr/6	1,580.00	Great.Wstrn.Bnk/28	2,775.60
Miller,P/1	143.00	Hannam.Autom/1	300.00
Moore, Michelle/1	583.00	Heart.of.Iowa/10	2,717.46
Mtwn/Westown/24	6,077.00	Hutchens, Laura/1	46.00
MURPHY,P/1	283.00	IA.Treasurer/2	16,018.00
Nelson,L/1	303.00	IDALS/1	45.00
North.Tama.Hsg/2	307.00	Jensen.Inc/1	72.45
Oetker,D/3	669.00	Johnson,Alesha/1	31.00
Optimal Life/1	34.00	Johnson.Lawn/1	138.03
Palisade.Holdng/1	206.00	Jurado,Maranda/1	63.00
Pilot.Creek/1	152.00	KELTEK.INC/2	828.00
Pizano, Serio/1	498.00	Kiwanis.PM/1	330.00
Premier.RE.Mgmt/8	3,742.00	Ledford,M/1	400.00
PremierIowaCity/5	1,307.00	Manneh, Nancy/1	43.00
RD.Toledo,LLP/2	785.00	Marshall.Co.Ext/1	355.00
Ream,AJ/1	415.00	Martin, Vastae/1	23.00
		McAtee.Tire/6	295.60

BILL LIST 11/08/21

Mello, Allison/1	29.00	SE.Jones.Indust/3	1,539.49
Moran-Million,J/1	33.00	Sho.Biz Inc/2	16.06
Palmers.Family./2	764.00	ShoBiz,Minutema/2	819.13
Racom.Corp/1	26.25	Spahn.Rose.Lmbr/1	27.35
Rodisch, Sara/1	21.00	Stetson.Bldg/1	204.00
Saenz,Mary/1	31.00	Storey.Kenwrthy/1	233.42
Scharnweber.Wtr/1	27.00	Terminal.Supply/1	26.27
Schmudlach,Cody/1	10.00	Thiesens.Supply/3	66.97
Sierra, Glorivy/1	34.00	Witmer.Public.S/3	1,468.79
Squires,Chris/1	40.00	WW.Grainger/2	143.04
T.S.Y.S./2	84.36	Travel/Training	
Vallellanes,C/1	46.00	Great.Wstrn.Bnk/30	4,165.07
Werner,Jessica/1	13.00	Petermeier,J/1	29.25
WICKHAM,M/1	40.00	Sheets, Stephen/1	27.94
Wilson, Ranae/1	13.00	Utilities	
Wolfe.Eye.Clinic/3	70.00	Alliant.Energy/48	29,908.10
Sewer		I.R.U.A./1	154.86
Mtwn.Wtrwrks/1	62.90	Mtwn.Wtrwrks/2	250.76
Supplies/Parts		WoodRiver.Enrgy/3	1,407.84
Arnold.Motor.Su/12	1,061.85	Wage Assignment	
Atlantic.Bottli/1	820.07	American.Educa./1	64.41
BDH/2	1,629.97	Collection.Svs./5	1,441.11
BLUEGLOBES.INC/1	577.02	Colonial.Life/2	417.83
Cessford.Constr/1	249.21	Family Sup Pay/1	152.31
City.Laundering/10	581.18	Fidelity.Securt/2	440.35
Cntrl.IA.Farm/1	1,472.13	Great.Wstrn.Bnk/1	0.35
Concrete/6	3,827.52	I.M.W.C.A/1	7,788.00
Construct/2	1,201.65	I.P.E.R.S./9	81,975.18
Eurolins.Test/1	44.10	I.R.S./6	86,090.42
Fastenal.Co/2	28.99	IA.Treasurer/3	18,118.00
GERDES.NURSERY/1	450.00	ICMA457Mission/11	15,327.99
Gervich.Sons/2	358.60	M.F.P.R.S.I./4	128,499.78
Gillig.LLC/9	4,166.71	TotalAdmin.Serv/6	7,625.22
Great.Wstrn.Bnk/148	16,819.08	United.Way/4	1,009.96
Jensen.Inc/2	282.92	Total/963	2,017,095.14
Keystone.Lab/1	64.00		
Logan.Contract/1	7,140.00		
M.T.I.Distr/2	863.48		
Macqueen.Equip/3	279.90		
McAtee.Tire/5	1,686.08		
Menards/8	260.45		
Midland.Scienti/1	69.52		
Midwest.Safety./1	408.89		
Napa.Auto/3	61.67		
Norlab.Inc./2	238.00		
Nutrien.Ag.Sol/2	2,488.28		
Ohalloran.Inter/2	584.03		
Oreilly.Automot/3	144.86		
Park,K/1	2,260.00		
Racom.Corp/1	200.00		

BILL LIST 11/08/21

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	GREAT WESTERN BANK	POLICE ACADEMY UNIFORM	\$ 230.00
001.1010.5132.000	GREAT WESTERN BANK	GEAR FOR DET TEJADA'S UNIFORM	\$ 137.23
001.1010.5230.000	GREAT WESTERN BANK	INTEL REQUESTS	\$ 75.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD monthly service	\$ 45.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - PD 20 hrs/mo	\$ 1,266.25
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup/ recovery -PD	\$ 38.80
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup/ recovery -PD	\$ 38.80
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - PD 20 hrs/mo	\$ 1,266.25
001.1010.5359.000	GREAT WESTERN BANK	TOWING FOR POLICE VEHICLE	\$ 80.00
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 17.99
001.1010.5360.000	GREAT WESTERN BANK	overnight mailing	\$ 12.12
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 8.16
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS - ORTIZ	\$ 27.39
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS - HEITMAN	\$ 32.06
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS - JUEL	\$ 32.06
001.1010.5370.000	GREAT WESTERN BANK	BUSINESS CARDS - VEREN	\$ 32.06
001.1010.5410.000	GREAT WESTERN BANK	OIL CHANGE K9 vehicle	\$ 48.14
001.1010.5410.000	HANNAM AUTOMOTIVE LLC	PD Tahoes remove wraps	\$ 300.00
001.1010.5410.000	JENSEN INC	PD explorer key FOB	\$ 72.45
001.1010.5410.000	Keltek Inc	Remove WatchGuard camera	\$ 414.00
001.1010.5410.000	Keltek Inc	PD Tahoe WatchGuard camera	\$ 414.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 516 new tire and services	\$ 35.10
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 531 tire repair	\$ 30.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD Dodge tire sensor and services	\$ 12.50
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD Van winter tires and services	\$ 73.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 500583 two rear tires	\$ 73.00
001.1010.5450.000	GREAT WESTERN BANK	TELEPHONES/AIR CARDS	\$ 162.47
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 107.19
001.1010.5451.000	GREAT WESTERN BANK	TELEPHONES/AIR CARDS	\$ 790.13
001.1010.5462.000	GREAT WESTERN BANK	PARKING - TRAINING	\$ 7.63
001.1010.5462.000	GREAT WESTERN BANK	PARKING - TRAINING	\$ 8.27
001.1010.5462.000	GREAT WESTERN BANK	PARKING - TRAINING	\$ 8.34
001.1010.5462.000	GREAT WESTERN BANK	PARKING - TRAINING	\$ 10.00
001.1010.5464.000	Sheets, Stephen	Training meals 10/11-10/13	\$ 27.94
001.1010.5465.000	GREAT WESTERN BANK	NTOA CONFERENCE LODGING	\$ 1,056.25
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD vehicle review mirrors	\$ 7.82
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 516 cv axle	\$ 159.64
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 522 alternator and core deposit	\$ 340.21
001.1010.5565.000	JENSEN INC	PD 505 remote keys	\$ 48.37
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 516 new tire and services	\$ 137.97
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD Dodge tire sensor and services	\$ 69.95
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD Van winter tires and services	\$ 205.90
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 500583 two rear tires	\$ 275.94
001.1010.5570.000	GREAT WESTERN BANK	training- fuel	\$ 50.25
001.1010.5570.000	GREAT WESTERN BANK	TRAINING -fuel	\$ 58.72
001.1010.5600.000	GREAT WESTERN BANK	PRACTICE TEST FOR OFFICER CANIDATES	\$ 5.00
001.1010.5600.000	GREAT WESTERN BANK	STUDY GUIDE FOR OFFICER CANIDATES	\$ 15.00
001.1010.5600.000	GREAT WESTERN BANK	METAL SIGN FOR BRIEFING ROOM	\$ 210.37
001.1010.5600.000	GREAT WESTERN BANK	THICK NITRILE GLOVES	\$ 370.56
001.1010.5600.000	GREAT WESTERN BANK	FIREARM PARTS	\$ 202.29
001.1010.5703.000	GREAT WESTERN BANK	KEYBOARD	\$ 42.97
001.1010.5703.000	GREAT WESTERN BANK	patrol computer speakers	\$ 49.99
001.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	set up Surface Pro for Tupper	\$ 1,599.99
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	\$ 21.86
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$ 100.00
001.1050.5132.000	Witmer Public Safety Group Inc	custom badge	\$ 75.49
001.1050.5132.000	Witmer Public Safety Group Inc	OSHA safe helmet visors	\$ 1,214.33
001.1050.5132.000	Witmer Public Safety Group Inc	Pigskin and extrication gloves	\$ 178.97
001.1050.5342.000	Midwest Office Technology	Fire dept contract copies	\$ 59.70
001.1050.5344.000	GREAT WESTERN BANK	SOFTWARE RENEWAL	\$ 179.95

001.1050.5347.000	GREAT WESTERN BANK	ANNUAL SOFTWARE MAINTANCE	\$	99.00
001.1050.5410.000	RACOM CORPORATION	Fire dept service on radio	\$	26.25
001.1050.5450.000	GREAT WESTERN BANK	Fire dept cell phones	\$	449.89
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	38.98
001.1050.5460.000	GREAT WESTERN BANK	TRAINING REGISTRATION	\$	25.00
001.1050.5470.000	GREAT WESTERN BANK	TRAINING SUPPLIES	\$	68.14
001.1050.5565.000	NAPA AUTO PARTS	Fire dept vehicle wipers	\$	22.03
001.1050.5570.000	GREAT WESTERN BANK	VEHICLE GAS	\$	16.00
001.1050.5600.000	GREAT WESTERN BANK	lawn mower gas	\$	26.11
001.1050.5600.000	GREAT WESTERN BANK	operating supplies	\$	16.51
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	Fire dept oil dry	\$	95.96
001.1050.5600.000	STOREY KENWORTHY	Fire dept cleaning supplies	\$	233.42
001.1050.5718.000	GREAT WESTERN BANK	Fire Truck equipment	\$	921.15
001.1050.5718.000	ARNOLD MOTOR SUPPLY LLP	Fire dept Heavy duty 6-24 volt circuit tester	\$	24.78
001.1050.5718.000	RACOM CORPORATION	Fire dept charger	\$	200.00
001.1070.5450.000	GREAT WESTERN BANK	Housing phones	\$	42.90
001.1070.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.1070.5605.000	GREAT WESTERN BANK	Housing forms	\$	42.00
001.1071.5450.000	GREAT WESTERN BANK	Housing phones	\$	56.10
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.1071.5565.000	ARNOLD MOTOR SUPPLY LLP	return bulk oil filter	\$	(3.52)
001.1071.5565.000	ARNOLD MOTOR SUPPLY LLP	bulk oil filters	\$	3.45
001.1075.5450.000	GREAT WESTERN BANK	Housing phones	\$	48.91
001.1075.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.1090.5331.000	ANIMAL RESCUE LEAGUE	November 2021	\$	4,333.33
001.1099.5342.000	STONE SANITATION	Police & Fire Bldg	\$	118.78
001.1099.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$	2,130.14
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	1,180.17
001.1099.5611.000	WW GRAINGER	PD and Coliseum filters	\$	102.00
001.2060.5344.000	RICOH USA INC	Engineering color copies	\$	7.44
001.2060.5344.000	RICOH USA INC	Engineering BW copies	\$	6.78
001.2080.5342.000	VanMaanen Electric Inc	troubleshoot runway lights	\$	542.38
001.2080.5344.000	UNIFIED Contracting Services Inc	Airport underground storage tank compliance pkg	\$	2,400.00
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage	\$	154.86
001.2080.5571.000	NUTRIEN AG SOLUTIONS INC	Airport red diesel fuel	\$	762.28
001.2080.5600.000	BLUEGLOBES, INC.	Airport light transformers and lights	\$	577.02
001.4010.5210.000	GREAT WESTERN BANK	Advertising	\$	20.76
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	\$	44.01
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - Library 10 hrs/mo	\$	633.13
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - Library 10 hrs/mo	\$	633.13
001.4010.5450.000	CENTURYLINK	Library Analog Backup Lines	\$	80.16
001.4010.5450.000	GREAT WESTERN BANK	Library internet	\$	310.09
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	\$	43.52
001.4010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	19.49
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$	3,209.11
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$	145.12
001.4010.5600.000	GREAT WESTERN BANK	Library electrical tape	\$	7.17
001.4010.5600.000	GREAT WESTERN BANK	shelving for youth department	\$	123.58
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - labels, bookmarks	\$	56.81
001.4010.5600.000	WW GRAINGER	PD and Coliseum filters	\$	41.04
001.4010.5601.000	GREAT WESTERN BANK	youth program supply - sandwiches	\$	79.99
001.4010.5601.000	GREAT WESTERN BANK	youth program supply - modge podge	\$	28.22
001.4010.5605.000	GREAT WESTERN BANK	employee nametags	\$	21.90
001.4010.5605.000	GREAT WESTERN BANK	plastic bags	\$	9.11
001.4010.5605.000	GREAT WESTERN BANK	office supplies - air freshener	\$	8.34
001.4010.5605.000	GREAT WESTERN BANK	office supplies - aluminum foil	\$	5.38
001.4010.5605.000	GREAT WESTERN BANK	plastic bags	\$	18.90
001.4010.5605.000	GREAT WESTERN BANK	office supplies - tape refills	\$	74.98
001.4010.5605.000	GREAT WESTERN BANK	hand soap refills	\$	38.88
001.4010.5605.000	GREAT WESTERN BANK	office supplies - bottled water	\$	28.25
001.4010.5718.000	GREAT WESTERN BANK	motor capacitors	\$	25.99
001.4010.5730.000	GREAT WESTERN BANK	Reference book	\$	25.60
001.4010.5731.000	GREAT WESTERN BANK	magazine subscription	\$	18.00
001.4010.5731.000	GREAT WESTERN BANK	newspaper supscription	\$	161.85
001.4010.5731.000	GREAT WESTERN BANK	Subscriptions (Amazon Prime for all Library)	\$	499.00
001.4010.5732.000	GREAT WESTERN BANK	educator resources - book for story kit	\$	8.99

001.4010.5732.000	GREAT WESTERN BANK	educator resources - book for story kit	\$	9.19
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	77.72
001.4010.5732.000	GREAT WESTERN BANK	educator resources - book for story kit	\$	11.28
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	\$	15.30
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	15.99
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	21.38
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	37.16
001.4010.5732.000	GREAT WESTERN BANK	Adult Fiction Book	\$	50.97
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	5.87
001.4010.5732.000	GREAT WESTERN BANK	educator resources - games and books	\$	18.64
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	29.40
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	30.82
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$	37.93
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	10.89
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	11.48
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	13.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	22.28
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	25.00
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$	198.14
001.4030.5132.010	GREAT WESTERN BANK	Gloves	\$	28.96
001.4030.5251.000	MARSHALL COUNTY EXTENSION	Mosquito and Ornamental permits	\$	355.00
001.4030.5342.000	AAA SEPTIC SERVICE INC	Move ADA and upright toilets from West End to 6th	\$	120.00
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	26.30
001.4030.5342.000	STONE SANITATION	All park barrels	\$	848.58
001.4030.5342.000	STONE SANITATION	roll off	\$	79.94
001.4030.5380.000	AAA SEPTIC SERVICE INC	Portable toilet rentals 10/20-11/19	\$	235.00
001.4030.5386.000	Atcher, Robert	Parks contract October mowings	\$	820.00
001.4030.5386.000	Johnson Lawn Care	13th St district irrigation winterization	\$	138.03
001.4030.5386.000	KIWANIS CLUB PM	West End and Tankersley park mowings	\$	330.00
001.4030.5410.000	GREAT WESTERN BANK	Chain Saw Sharpening	\$	60.00
001.4030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	20.12
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$	38.55
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$	15.22
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	\$	24.32
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$	42.64
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$	34.27
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	\$	56.79
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$	212.44
001.4030.5483.000	MARSHALLTOWN WATER WORKS	S Center St and 2107 Median	\$	199.77
001.4030.5565.000	GREAT WESTERN BANK	Brush	\$	8.29
001.4030.5565.000	GREAT WESTERN BANK	Wire Lead Assembly w/switch	\$	12.99
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	universal support and LED light	\$	18.11
001.4030.5565.000	JENSEN INC	Parks vehicle cylinder assy	\$	234.55
001.4030.5570.000	GREAT WESTERN BANK	fuelf for gas truck	\$	137.68
001.4030.5600.000	GREAT WESTERN BANK	Antifreeze for Parks RR	\$	29.52
001.4030.5600.000	GREAT WESTERN BANK	Electrical supplies	\$	162.98
001.4030.5600.000	FASTENAL COMPANY	Parks nuts and bolts	\$	17.49
001.4030.5600.000	MENARDS	Parks dept wood	\$	21.98
001.4030.5609.000	GREAT WESTERN BANK	Bicentennial Park Grass Seed	\$	38.84
001.4030.5611.000	GREAT WESTERN BANK	Lavatory basin for Park	\$	87.57
001.4030.5611.000	GREAT WESTERN BANK	dry lube	\$	4.48
001.4030.5611.000	GREAT WESTERN BANK	Anson park shelter plumbing	\$	29.94
001.4030.5611.000	GREAT WESTERN BANK	Hip & Ridge- & Pinnacle Pristine	\$	142.25
001.4030.5611.000	GREAT WESTERN BANK	Fuses	\$	24.98
001.4030.5611.000	MENARDS	Parks graden staples	\$	59.98
001.4040.5358.000	GALE-HAZEN, Karen A	Classes 09/1-10/28	\$	525.00
001.4040.5358.000	WICKHAM, MICHAEL L	One advanced student 10/11-11/15	\$	40.00
001.4040.5360.000	GREAT WESTERN BANK	Postage, Tickets Returned	\$	1.36
001.4040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.4041.5280.000	GREAT WESTERN BANK	Training Service for volunteers	\$	500.00
001.4041.5357.000	PALMERS FAMILY FUN	Kids Wristbands and sno cones	\$	80.00
001.4041.5357.000	PALMERS FAMILY FUN	Wristbands, mini golf, sno cones	\$	684.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Parks contracted summer mowings	\$	2,400.00
001.4045.5450.000	CENTURYLINK	ALL PHONE LINES	\$	19.49
001.4045.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$	10.00

001.4045.5460.000	GREAT WESTERN BANK	Arborist Conference	\$	155.00
001.4045.5460.000	GREAT WESTERN BANK	Conference-2021 Fall Workshop	\$	155.00
001.4045.5460.000	GREAT WESTERN BANK	Playground inspector course/exam	\$	600.00
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	\$	242.96
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	82.55
001.4045.5600.000	MENARDS	Parks stake flags	\$	49.98
001.4060.5331.000	FISHER COMMUNITY CENTER	November 2021	\$	8,333.33
001.4065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.4065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$	62.00
001.4065.5481.000	ALLIANT ENERGY	Coliseum	\$	3,873.69
001.4065.5482.000	ALLIANT ENERGY	Coliseum	\$	84.19
001.4065.5483.000	MARSHALLTOWN WATER WORKS	Coliseum water	\$	50.99
001.4065.5488.000	MARSHALLTOWN WATER WORKS	Coliseum sewer	\$	62.90
001.4065.5600.000	GREAT WESTERN BANK	bike Chain Lock	\$	23.98
001.4065.5718.000	GREAT WESTERN BANK	Projector, Laptop Stand & Screen	\$	88.98
001.4066.5613.000	ATLANTIC BOTTLING CO	Parks resale products	\$	820.07
001.4066.5718.000	GREAT WESTERN BANK	Tax Refund	\$	(41.93)
001.4066.5718.000	GREAT WESTERN BANK	Popcorn Machine	\$	640.93
001.5010.5342.000	STONE SANITATION	Central Business District	\$	200.00
001.5040.5460.000	GREAT WESTERN BANK	Planning & Zoning conference	\$	275.00
001.6010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.6012.5331.000	GREAT WESTERN BANK	LogMeIn	\$	14.00
001.6012.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.6012.5465.000	GREAT WESTERN BANK	Iowa League of Cities hotel room	\$	345.16
001.6012.5703.000	BDH INFORMATION TECHNOLOGY LLC	City Administrator wireless mouse	\$	29.98
001.6020.5344.000	RICOH USA INC	City Clerk BW copies	\$	37.94
001.6020.5344.000	RICOH USA INC	City Clerk color copies	\$	178.32
001.6020.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	40.35
001.6021.5347.000	STRATEGIC INSIGHTS, INC	Plan-It CIP license to 1/1/2023	\$	2,250.00
001.6021.5450.000	CENTURYLINK	ALL PHONE LINES	\$	39.03
001.6021.5605.000	GREAT WESTERN BANK	pens, mouse	\$	23.89
001.6021.5703.000	GREAT WESTERN BANK	wireless keyboard	\$	23.50
001.6025.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
001.6025.5472.000	PETERMEIER, JILL	Conference	\$	29.25
001.6025.5605.000	GREAT WESTERN BANK	paper and portfolio holders	\$	83.06
001.6040.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	services	\$	3,547.50
001.6040.5236.000	AHLERS & COONEY	labor relations	\$	88.50
001.6050.5342.000	STONE SANITATION	City Hall	\$	118.78
001.6050.5410.000	COWAN ROOFING	Finance North roof area	\$	6,440.00
001.6050.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$	320.09
001.6050.5600.000	GREAT WESTERN BANK	return fluorescent light bulbs	\$	(24.38)
001.6050.5600.000	GREAT WESTERN BANK	City hall generator parts	\$	33.98
001.6050.5600.000	GREAT WESTERN BANK	Compact fluorescent ligh bulbs	\$	99.36
001.6050.5600.000	MENARDS	City hall cleaning supplies	\$	26.38
001.6050.5611.000	GREAT WESTERN BANK	galvanized strut channel	\$	34.15
001.6050.5718.000	GREAT WESTERN BANK	Conf room video screen	\$	452.00
001.6051.5481.000	ALLIANT ENERGY	Carnegie Bldg	\$	789.43
001.6051.5482.000	ALLIANT ENERGY	Carnegie Bldg	\$	94.28
001.6051.5600.000	MENARDS	City hall cleaning supplies	\$	26.37
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/Virus email filtering	\$	75.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	\$	375.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	OpenDNS Ent Monthly subscription-Website security	\$	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours 50/month	\$	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$	116.40
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	OpenDNS Ent Monthly subscription-Website security	\$	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$	116.40
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/Virus email filtering	\$	75.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	`	\$	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	\$	375.00
030.4030.5776.000	Nagle Signs Inc	Riverview Park Sign	\$	12,735.60
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	106.79
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	106.79
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	106.79
110.2010.5132.000	THEISENS SUPPLY INC	leather gloves and air hose	\$	10.99
110.2010.5251.000	IDALS	certified pesticide applicator report	\$	45.00

110.2010.5342.000	MARSHALL COUNTY LANDFILL	Street dept garbage	\$	328.85
110.2010.5342.000	STONE SANITATION	Street Dept	\$	118.78
110.2010.5342.000	STONE SANITATION	bull pen Woodland St	\$	95.00
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$	19.40
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$	19.40
110.2010.5352.000	LEDFORD, MARVIN	S 1st Ave cut broken branches	\$	400.00
110.2010.5380.000	AIRGAS USA, LLC	cylinder rentals	\$	59.10
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks contracted summer mowings	\$	3,440.00
110.2010.5450.000	CENTURYLINK	PW Analog 752-4388	\$	48.10
110.2010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
110.2010.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	55.04
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	universal lift support and LED light	\$	27.43
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	50 feet starter cable	\$	125.24
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street oil and fuel filters	\$	258.72
110.2010.5565.000	CENTRAL IOWA FARM STORE INC	Vehicle 701 parts	\$	1,472.13
110.2010.5565.000	MACQUEEN EQUIPMENT	Street dept spring brakes	\$	111.26
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	Street dep service element with seal	\$	469.80
110.2010.5565.000	OHALLORAN INTERNATIONAL, INC.	Street dept auto slack adjuster w/o clevis	\$	114.23
110.2010.5565.000	OREILLY AUTOMOTIVE INC	Street dept oil filters	\$	45.28
110.2010.5565.000	OREILLY AUTOMOTIVE INC	Street dept oil filter	\$	38.47
110.2010.5565.000	OREILLY AUTOMOTIVE INC	oil filters	\$	61.11
110.2010.5570.000	GREAT WESTERN BANK	small engine gas	\$	37.25
110.2010.5570.000	GREAT WESTERN BANK	small engine gas	\$	178.00
110.2010.5570.000	GREAT WESTERN BANK	small engine gas	\$	68.00
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Street dept anit-sieze lub	\$	4.01
110.2010.5600.000	FASTENAL COMPANY	flat washers	\$	11.50
110.2010.5600.000	GERVICH & SONS INC	misc steel stock	\$	8.80
110.2010.5600.000	GERVICH & SONS INC	flat and angle iron	\$	349.80
110.2010.5600.000	NUTRIEN AG SOLUTIONS INC	Street Dept Delvac super 1300	\$	1,726.00
110.2010.5600.000	SPAHN & ROSE LUMBER CO	grip rite rebar ties	\$	27.35
110.2010.5600.000	STETSON BLDG PRODUCTS INC	rebar grade epoxy	\$	204.00
110.2010.5600.000	Terminal Supply Co	U series hydraulics	\$	26.27
110.2010.5600.000	THEISENS SUPPLY INC	Street dept pondmaster blue dye	\$	49.99
110.2010.5600.000	THEISENS SUPPLY INC	leather gloves and air hose	\$	5.99
110.2010.5611.000	GREAT WESTERN BANK	tall metal stand- Street dept	\$	289.99
110.2010.5617.000	CONCRETE INC	217 Glenda Dr	\$	1,334.70
110.2010.5617.000	CONCRETE INC	303 N Center St	\$	400.41
110.2010.5617.000	CONCRETE INC	217 Glenda Dr	\$	557.50
110.2010.5617.000	CONCRETE INC	217 Glenda Dr	\$	800.82
110.2010.5619.000	LOGAN CONTRACTORS SUPPLY INC	Street dept pleximelt	\$	7,140.00
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$	249.21
110.2010.5718.000	GREAT WESTERN BANK	TV Monitor screens- PW Bldg	\$	59.99
110.2010.5718.000	SE Jones Industries Inc	Circuit test set and wrench set	\$	299.49
110.2010.5718.000	SE Jones Industries Inc	9PC heavy duty torx set and creeper	\$	531.00
110.2010.5718.000	SE Jones Industries Inc	Street dept puller set bar	\$	709.00
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$	44.76
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	\$	26.76
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	47.37
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	86.29
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	49.00
110.2030.5481.000	ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	\$	75.66
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	31.67
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$	42.95
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	41.80
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	39.85
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	36.58
110.2030.5481.000	ALLIANT ENERGY	S 1st Ave / Church St parking lot	\$	100.03
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$	18,741.74
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	\$	52.76
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$	32.65
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	\$	139.86
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5342.000	IOWA ONE CALL	underground location services	\$	21.60
110.2040.5450.000	FIRSTNET-AT&T Mobility	PW cell phones July	\$	131.02

110.2040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$	108.34
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	48.18
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	\$	38.05
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	101.99
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$	59.47
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$	37.70
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$	44.57
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	28.98
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	\$	66.50
110.2040.5481.000	ALLIANT ENERGY	S 1ST AVE & E ANSON	\$	62.24
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$	33.79
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	\$	38.04
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	\$	31.98
110.2040.5570.000	GREAT WESTERN BANK	small engine gas	\$	149.96
110.2040.5600.000	GREAT WESTERN BANK	Utility office supplies	\$	15.95
110.2040.5600.000	GREAT WESTERN BANK	Traffic signal welding	\$	75.00
110.2050.5622.000	Central Salt	bulk deicing salt	\$	1,817.01
110.2050.5622.000	Central Salt	bulk deicing salt	\$	5,630.05
110.2060.5280.000	GREAT WESTERN BANK	APWA membership	\$	(175.00)
110.2060.5280.000	GREAT WESTERN BANK	APWA membership	\$	370.00
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$	19.40
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$	19.40
110.2060.5410.000	MCATEE TIRE SALES & SERVICE INC	Engineering vehicle tires	\$	72.00
110.2060.5450.000	FIRSTNET-AT&T Mobility	PW cell phones July	\$	543.65
110.2060.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
110.2060.5465.000	GREAT WESTERN BANK	APWA Conference hotel charge	\$	110.88
110.2060.5565.000	MCATEE TIRE SALES & SERVICE INC	Engineering vehicle tires	\$	996.32
110.2060.5600.000	Sho Biz Inc dba Central Office Supply	Engineering cleaning and office supplies	\$	10.23
110.2060.5605.000	Sho Biz Inc dba Central Office Supply	Engineering cleaning and office supplies	\$	5.83
121.5040.5230.000	Kendig Keast Collaborative	Zoning Ordinance Rewrite	\$	8,836.75
140.4030.5450.000	GREAT WESTERN BANK	Internet-Parks	\$	129.95
140.4030.5718.000	KAY PARK-REC CORP	countour bench frames	\$	2,260.00
142.4030.5344.000	HANSEN, STEVE	Lawn Care Softball complexes	\$	731.25
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	\$	413.02
142.4030.5611.000	GREAT WESTERN BANK	MSA-Diamond Chalk	\$	439.60
142.4030.5611.000	MTI Distributing	Parks solenoid, plunger assy and o-rings	\$	315.82
142.4030.5611.000	MTI Distributing	Parks solenoid and plunger assy	\$	547.66
148.4010.5600.000	GREAT WESTERN BANK	3-ply masks	\$	9.99
148.4010.5600.000	GREAT WESTERN BANK	3-ply masks	\$	20.77
148.4010.5600.000	GREAT WESTERN BANK	Covid-19 tests	\$	59.64
148.4010.5600.000	GREAT WESTERN BANK	3-ply masks	\$	129.80
148.4010.5600.000	GREAT WESTERN BANK	2 large room air purifiers	\$	919.50
148.6021.5600.000	GREAT WESTERN BANK	sanitizing spray	\$	10.08
148.6025.5600.000	GREAT WESTERN BANK	Covid rapid tests	\$	102.68
149.2010.5342.000	Thorp, Robert W	WIND20001 Vegetative Debris & Wood Chip Removal	\$	161,440.50
152.1010.5280.000	GREAT WESTERN BANK	GoToMeeting	\$	16.00
153.1010.5321.000	GREAT WESTERN BANK	MUZZLE FOR K9 ATLAS	\$	149.43
153.1010.5321.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	15.18
153.1010.5321.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	21.10
153.1010.5321.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	28.73
153.1010.5464.000	GREAT WESTERN BANK	K9 training meal	\$	12.23
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	13.83
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	16.91
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	20.94
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	20.94
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	31.95
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	32.75
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	13.74
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	9.48
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	13.75
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	16.64
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	23.07
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	23.26
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	26.30
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	9.98

153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	10.10
153.1010.5464.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	18.25
153.1010.5465.000	GREAT WESTERN BANK	K9 TRAINING lodging	\$	412.32
153.1010.5465.000	GREAT WESTERN BANK	K9 TRAINING lodging	\$	515.40
153.1010.5465.000	GREAT WESTERN BANK	K9 TRAINING lodging	\$	515.40
153.1010.5465.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	515.40
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	11.24
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	29.43
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	34.15
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	40.40
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	47.91
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	49.70
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	21.11
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	28.08
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	40.23
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	40.64
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	44.20
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	48.86
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	51.10
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	54.04
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	42.86
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	45.58
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	47.59
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	52.70
153.1010.5570.000	GREAT WESTERN BANK	K9 Training fuel	\$	43.98
153.1010.5600.000	GREAT WESTERN BANK	MEALS FOR CITIZEN ACADEMY	\$	274.91
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$	3.94
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$	4.12
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$	4.12
153.1010.5600.000	GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$	15.42
153.1010.5600.000	GREAT WESTERN BANK	MEALS FOR CITIZEN ACADEMY	\$	107.86
170.4010.5732.000	GREAT WESTERN BANK	gift - juvenile books	\$	16.80
170.4010.5734.000	GREAT WESTERN BANK	Memorial book - Betty Collison	\$	14.09
170.4010.5734.000	GREAT WESTERN BANK	Honor book	\$	43.99
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payments	\$	424.00
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payments	\$	360.00
184.5030.5242.000	HESSENIUS, ROBERT	Housing Assistance Payments	\$	158.00
184.5030.5242.000	HESSENIUS, ROBERT	Housing Assistance Payments	\$	116.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	581.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	115.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	750.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	359.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payments	\$	115.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payments	\$	338.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payments	\$	400.00
184.5030.5242.000	SCOTT, LESLIE	Housing Assistance Payments	\$	434.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	\$	73.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	\$	236.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payments	\$	176.00
184.5030.5242.000	Alcala, Rigoberto	Housing Assistance Payments	\$	181.00
184.5030.5242.000	Alcala, Rigoberto	Housing Assistance Payments	\$	343.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	361.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	318.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	342.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	297.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	281.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	243.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	189.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	174.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	321.00

184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	322.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	330.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	328.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payments	\$	89.00
184.5030.5242.000	Barnes, Lonnie	Housing Assistance Payments	\$	239.00
184.5030.5242.000	BJ&J LLC	Housing Assistance Payments	\$	254.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payments	\$	318.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payments	\$	322.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	\$	625.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	\$	194.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payments	\$	134.00
184.5030.5242.000	BRODIN, CHRIS	Housing Assistance Payments	\$	132.00
184.5030.5242.000	BROWN, BETTY	Housing Assistance Payments	\$	630.00
184.5030.5242.000	BROWN, BETTY	Housing Assistance Payments	\$	164.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payments	\$	402.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payments	\$	495.00
184.5030.5242.000	Bunch, John	Housing Assistance Payments	\$	278.00
184.5030.5242.000	Burr, Robert	Housing Assistance Payments	\$	370.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	118.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	112.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	99.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	93.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	77.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	64.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	58.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	46.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payments	\$	99.00
184.5030.5242.000	Charlier, Quinten	Housing Assistance Payments	\$	133.00
184.5030.5242.000	Chedester, James	Housing Assistance Payments	\$	400.00
184.5030.5242.000	CHILTON, Michael	Housing Assistance Payments	\$	450.00
184.5030.5242.000	CMHC Investments LLC	Housing Assistance Payments	\$	244.00
184.5030.5242.000	D & D RENTALS INC	Housing Assistance Payments	\$	548.00
184.5030.5242.000	D & D RENTALS INC	Housing Assistance Payments	\$	512.00
184.5030.5242.000	DC Brown Rentals	Housing Assistance Payments	\$	207.00
184.5030.5242.000	DC Brown Rentals	Housing Assistance Payments	\$	500.00
184.5030.5242.000	EAKIN, Robert	Housing Assistance Payments	\$	209.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payments	\$	364.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payments	\$	42.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payments	\$	353.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	\$	463.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	\$	245.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payments	\$	196.00
184.5030.5242.000	Engel, Drew	Housing Assistance Payments	\$	184.00
184.5030.5242.000	EPM Iowa LLC	Housing Assistance Payments	\$	236.00
184.5030.5242.000	EPM Iowa LLC	Housing Assistance Payments	\$	305.00
184.5030.5242.000	ETTER, WILLIAM	Housing Assistance Payments	\$	482.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payments	\$	314.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payments	\$	298.00
184.5030.5242.000	Ferneau, Gary	Housing Assistance Payments	\$	585.00
184.5030.5242.000	FRESE PROPERTIES LLC	Housing Assistance Payments	\$	240.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	\$	143.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payments	\$	137.00
184.5030.5242.000	Gonzales, Gilbert	Housing Assistance Payments	\$	551.00
184.5030.5242.000	Gonzalez, Patricia	Housing Assistance Payments	\$	900.00
184.5030.5242.000	Gorrell, Joseph	Housing Assistance Payments	\$	432.00
184.5030.5242.000	GOSSARD MOBILE HOMES INC	Housing Assistance Payments	\$	284.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	297.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	276.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	86.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	111.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	136.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	146.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	156.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	161.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	516.00

184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	298.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	327.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	328.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	335.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	215.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	187.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	185.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	360.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	346.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payments	\$	175.00
184.5030.5242.000	GRAY, DENNIS	Housing Assistance Payments	\$	650.00
184.5030.5242.000	GRAY, DENNIS	Housing Assistance Payments	\$	471.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	\$	322.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	\$	210.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	\$	722.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	\$	647.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payments	\$	330.00
184.5030.5242.000	HARRIS, TOM	Housing Assistance Payments	\$	324.00
184.5030.5242.000	HATCH, JAMES	Housing Assistance Payments	\$	475.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	\$	591.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	\$	548.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	\$	316.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	\$	313.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payments	\$	167.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	\$	206.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	\$	105.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	\$	116.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	\$	145.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payments	\$	196.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	350.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	364.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	322.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	283.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	261.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	284.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	294.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	297.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	271.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	316.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	227.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	228.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	226.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	180.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	173.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	133.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	99.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	89.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payments	\$	265.00
184.5030.5242.000	HOBSON, WILLIAM L	Housing Assistance Payments	\$	154.00
184.5030.5242.000	Hodges, Kristin	Housing Assistance Payments	\$	294.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payments	\$	192.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payments	\$	171.00
184.5030.5242.000	Ibarra, Samuel	Housing Assistance Payments	\$	143.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payments	\$	370.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payments	\$	247.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payments	\$	180.00
184.5030.5242.000	JDL Rentals Cooperative	Housing Assistance Payments	\$	845.00
184.5030.5242.000	Johnson, Sandra	Housing Assistance Payments	\$	550.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	364.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	167.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payments	\$	117.00
184.5030.5242.000	Klinefelter, Richard J	Housing Assistance Payments	\$	450.00

184.5030.5242.000	KRAMER, Marsha	Housing Assistance Payments	\$	119.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payments	\$	249.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payments	\$	35.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payments	\$	290.00
184.5030.5242.000	LBO INVESTMENTS	Housing Assistance Payments	\$	360.00
184.5030.5242.000	Lopez, Jaime	Housing Assistance Payments	\$	370.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	525.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	498.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	488.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	423.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	321.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	272.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payments	\$	253.00
184.5030.5242.000	Mansager, Cynthia	Housing Assistance Payments	\$	301.00
184.5030.5242.000	Manship, Wyatt	Housing Assistance Payments	\$	839.00
184.5030.5242.000	Marion Manor 2	Housing Assistance Payments	\$	559.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payments	\$	421.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payments	\$	394.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payments	\$	260.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payments	\$	253.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payments	\$	187.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payments	\$	65.00
184.5030.5242.000	Miller, Phyllis	Housing Assistance Payments	\$	143.00
184.5030.5242.000	Moore, Michelle	Housing Assistance Payments	\$	583.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	189.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	183.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	168.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	163.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	138.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	120.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	315.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	322.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	399.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	233.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	232.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	230.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	211.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	337.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	204.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	304.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	292.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	287.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	287.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	281.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	251.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	446.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	196.00
184.5030.5242.000	MURPHY, Peter	Housing Assistance Payments	\$	283.00
184.5030.5242.000	Nelson, LaNeal	Housing Assistance Payments	\$	303.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payments	\$	148.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payments	\$	159.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	\$	255.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	\$	252.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payments	\$	162.00
184.5030.5242.000	Optimal Life Services	Housing Assistance Payments	\$	34.00
184.5030.5242.000	PALISADE HOLDING CO	Housing Assistance Payments	\$	206.00
184.5030.5242.000	Pilot Creek Properties	Housing Assistance Payments	\$	152.00
184.5030.5242.000	Pizano, Sergio	Housing Assistance Payments	\$	498.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	\$	342.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	\$	305.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	\$	268.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	\$	228.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payments	\$	164.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	635.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	691.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	18.00

184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	243.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	494.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	536.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	558.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	567.00
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payments	\$	720.00
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payments	\$	65.00
184.5030.5242.000	Ream, AJ	Housing Assistance Payments	\$	415.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	\$	261.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	\$	530.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	\$	530.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	\$	409.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	\$	351.00
184.5030.5242.000	REED, TONY	Housing Assistance Payments	\$	320.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	730.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	675.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	365.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	359.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	361.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	204.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payments	\$	182.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	526.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	460.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	448.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	352.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	243.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	175.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payments	\$	290.00
184.5030.5242.000	Rush, Ryan	Housing Assistance Payments	\$	265.00
184.5030.5242.000	S & E INVESTMENT LLC	Housing Assistance Payments	\$	650.00
184.5030.5242.000	SESKER, RICK	Housing Assistance Payments	\$	182.00
184.5030.5242.000	SPECHT, GREGORY	Housing Assistance Payments	\$	259.00
184.5030.5242.000	Squire, Bert	Housing Assistance Payments	\$	191.00
184.5030.5242.000	SS & R Properties LLC	Housing Assistance Payments	\$	126.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	\$	344.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	\$	328.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payments	\$	298.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Housing Assistance Payments	\$	138.00
184.5030.5242.000	Swift, Scott	Housing Assistance Payments	\$	370.00
184.5030.5242.000	SWITZER, TOM	Housing Assistance Payments	\$	555.00
184.5030.5242.000	TITUS, TROY	Housing Assistance Payments	\$	364.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payments	\$	140.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payments	\$	121.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payments	\$	102.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	13.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	31.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	97.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	241.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	246.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	246.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	295.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payments	\$	400.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Assistance Payments	\$	520.00
184.5030.5242.000	Worent Inc	Housing Assistance Payments	\$	345.00
184.5030.5242.000	Worent Inc	Housing Assistance Payments	\$	295.00
184.5030.5242.000	Worent Inc	Housing Assistance Payments	\$	251.00
184.5030.5242.000	Worent Inc	Housing Assistance Payments	\$	182.00
184.5030.5242.000	Worsfold Farm LLC	Housing Assistance Payments	\$	364.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payments	\$	289.00
184.5030.5246.000	Aponte, Miguel	Housing Assistance Payments	\$	27.00
184.5030.5246.000	Hutchens, Laura	Housing Assistance Payments	\$	46.00
184.5030.5246.000	Johnson, Alesha	Housing Assistance Payments	\$	31.00
184.5030.5246.000	Jurado, Maranda	Housing Assistance Payments	\$	63.00
184.5030.5246.000	MANNEH, NANCY	Housing Assistance Payments	\$	43.00
184.5030.5246.000	Martin, Vastae	Housing Assistance Payments	\$	23.00
184.5030.5246.000	Mello, Allison	Housing Assistance Payments	\$	29.00

184.5030.5246.000	Moran-Million, Jade	Housing Assistance Payments	\$	33.00
184.5030.5246.000	Rodisch, Sara	Housing Assistance Payments	\$	21.00
184.5030.5246.000	Saenz, Mary	Housing Assistance Payments	\$	31.00
184.5030.5246.000	Schmudlach, Cody	Housing Assistance Payments	\$	10.00
184.5030.5246.000	Sierra, Glorivy Puente	Housing Assistance Payments	\$	34.00
184.5030.5246.000	Squires, Christina	Housing Assistance Payments	\$	40.00
184.5030.5246.000	Werner, Jessica	Housing Assistance Payments	\$	13.00
184.5030.5246.000	Wilson, Ranae	Housing Assistance Payments	\$	13.00
184.5030.5246.000	Vallellanes, Carla	Housing Assistance Payments	\$	46.00
184.5030.5360.000	GREAT WESTERN BANK	postage	\$	200.00
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$	9.95
184.5030.5450.000	GREAT WESTERN BANK	Housing phones	\$	69.15
184.5030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	19.49
184.5030.5460.000	GREAT WESTERN BANK	Housing conference parking	\$	3.00
184.5030.5460.000	GREAT WESTERN BANK	Housing conference parking	\$	6.75
189.3040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
200.7010.5830.000	UMB Bank NA	2020B bond fees 10/20-9/21	\$	600.00
200.7010.5830.000	UMB Bank NA	2020A bond agent fees 10/20-9/21	\$	390.00
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements	\$	275.00
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	APR19001 Airport Hangar Improvements	\$	3,302.58
312.2080.5233.000	CLAPSADDLE GARBER ASSOC INC	increase	\$	7,255.20
312.2080.5348.000	Garling Construction Inc	APR19001 Airport Hangar repair	\$	304,240.00
340.4030.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL17001 Iowa River Trail Summit-Radio Tower	\$	945.00
341.5010.5609.000	Gerdes Wholesale Nursery Inc	White pine trees	\$	450.00
355.1075.5342.000	DEVIG, TAYLOR	5 E Grant St remove items to trailer	\$	390.00
360.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	SDW20002 Sidewalk Gap Year 2	\$	4,097.90
362.2011.5783.000	Alcantar, Eligio	Temp easement Anson School gap sidewalk	\$	340.00
362.2011.5783.000	Blue, Timothy	Temp easement	\$	40.00
362.2011.5783.000	Garcia, Maria G	Temp easement- Anson School gap sidewalk	\$	260.00
362.2011.5783.000	Solorio, Jose	Temp easement - Anson School gap sidewalk	\$	620.00
362.2020.5785.000	GREAT WESTERN BANK	Fabric Erosion Control Straw	\$	1,862.26
362.2020.5785.000	GREAT WESTERN BANK	Super Turf Mixture	\$	1,170.00
362.4030.5342.000	CONSTRUCT INC	Linn Creek Trail Improvements	\$	36,346.05
381.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL19002 12th Ave Shared Use Path Services	\$	126.00
381.2011.5233.000	CLAPSADDLE GARBER ASSOC INC	TRL19002 12th Ave Shared Use Path Services	\$	591.50
610.8015.5132.000	GREAT WESTERN BANK	WPCP employee clothing	\$	360.00
610.8015.5132.000	GREAT WESTERN BANK	WPCP employee clothing	\$	142.90
610.8015.5151.000	WOLFE EYE CLINIC P C	physical/ immunization	\$	21.00
610.8015.5151.000	WOLFE EYE CLINIC P C	physical/immunization	\$	35.00
610.8015.5251.000	GREAT WESTERN BANK	OPERATOR 1 EXAM FEE	\$	30.00
610.8015.5342.000	STONE SANITATION	Waste Plant	\$	118.78
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & recovery WPCP	\$	19.40
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & recovery WPCP	\$	19.40
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE	\$	11.40
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	October 2021 water softener lease	\$	27.00
610.8015.5410.000	GREAT WESTERN BANK	WELD DAF FLOAT BALL	\$	37.50
610.8015.5410.000	GREAT WESTERN BANK	WELD MOTOR BRACKET SLUDGE PMP	\$	75.00
610.8015.5410.000	GREAT WESTERN BANK	MODIFY PRIMARY #2 FLANGE	\$	85.00
610.8015.5441.000	TREASURER ST OF IOWA	Sale and Use Tax	\$	2,288.00
610.8015.5441.000	TREASURER ST OF IOWA	Sale and Use Tax	\$	13,730.00
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	\$	80.16
610.8015.5450.000	FIRSTNET-AT&T Mobility	PW cell phones July	\$	104.68
610.8015.5450.000	GREAT WESTERN BANK	OCTOBER 2021 MEDIACOM ONLINE	\$	75.00
610.8015.5450.000	CENTURYLINK	ALL PHONE LINES	\$	29.23
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	42.57
610.8015.5465.000	GREAT WESTERN BANK	2021 IAWEA ANNUAL CONF LODGING	\$	277.76
610.8015.5565.000	GREAT WESTERN BANK	WPCP VEHICLE OIL,FUEL,AIR FILTERS	\$	166.46
610.8015.5565.000	GREAT WESTERN BANK	WPCP VEHICLE OIL,FUEL,AIR FILTERS	\$	66.10
610.8015.5600.000	GREAT WESTERN BANK	V-BELTS	\$	11.56
610.8015.5600.000	GREAT WESTERN BANK	NEEDLE VALVE,REDUCING COUPLING	\$	21.13
610.8015.5600.000	GREAT WESTERN BANK	PRELIM BASE PAINT SUPPLIES	\$	13.40
610.8015.5600.000	GREAT WESTERN BANK	PAINT PRIMER	\$	14.46
610.8015.5600.000	GREAT WESTERN BANK	TAPCON HEX - 2	\$	28.71
610.8015.5600.000	GREAT WESTERN BANK	LAB DOOR REPAIR SUPPLIES	\$	31.73
610.8015.5600.000	GREAT WESTERN BANK	PIPE REPAIR KIT, BATTERIES	\$	89.94
610.8015.5600.000	GREAT WESTERN BANK	LAUNDRY DET,BATTERIES, CLEANING	\$	123.52

610.8015.5600.000	GREAT WESTERN BANK	TARPS, STRAPS, TIEDOWNS	\$	182.81
610.8015.5600.000	GREAT WESTERN BANK	SOCKET	\$	12.99
610.8015.5600.000	GREAT WESTERN BANK	ADAPTOR SWITCH	\$	14.99
610.8015.5600.000	GREAT WESTERN BANK	LIGHT,HERBICIDE,SOAP,RUBBER BTS	\$	226.95
610.8015.5600.000	GREAT WESTERN BANK	ELECTRIC DRUM PUMP,HOSE,CLAMP	\$	270.35
610.8015.5600.000	GREAT WESTERN BANK	PLEATED FILTERS	\$	32.94
610.8015.5600.000	GREAT WESTERN BANK	CAT WHEEL BOLT	\$	9.72
610.8015.5600.000	GREAT WESTERN BANK	STANDBY GEN FILTERS - PLANT	\$	238.56
610.8015.5600.000	GREAT WESTERN BANK	STABIL PUMP PROTECTOR	\$	84.14
610.8015.5600.000	GREAT WESTERN BANK	backup battery surge protector	\$	423.98
610.8015.5600.000	GREAT WESTERN BANK	U.S. FLAG, IOWA FLAG	\$	61.00
610.8015.5600.000	GREAT WESTERN BANK	ELECTRICAL SUPP., 4' LED LUMENS	\$	850.99
610.8015.5600.000	MIDWEST SAFETY COUNSELORS INC	SBR replacement sensor, cal gas	\$	408.89
610.8015.5603.000	GREAT WESTERN BANK	LAB FORMS - CHAIN OF CUSTODY	\$	146.95
610.8015.5603.000	GREAT WESTERN BANK	WPCP LAB SUPPLIES	\$	167.70
610.8015.5603.000	GREAT WESTERN BANK	WPCP LAB SUPPLIES	\$	177.67
610.8015.5603.000	GREAT WESTERN BANK	LAB ANALYSIS-DEMAND, METALS	\$	227.40
610.8015.5603.000	Eurofins TestAmerica	Lab analysis - SBR# 1 E.coli	\$	44.10
610.8015.5603.000	KEYSTONE LAB INC	Lab analysis - dig #3	\$	64.00
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - buffered dilution water	\$	69.52
610.8015.5750.000	Backflow Prevention Services of Iowa	Main 6" Backflow Preventer Assembly	\$	10,250.20
610.8015.5980.000	Draper, David	sewer refund 2021- outside faucet	\$	32.34
610.8015.5980.000	Johnston, Robin	sewer refund 2021- sod	\$	43.12
610.8015.5980.000	Ladehoff, Mike	sewer refund 2021- pool	\$	89.35
610.8015.5980.000	Peterson, Peggy	sewer refund 2021- seeding/ tree	\$	147.07
610.8015.5980.000	Tipton, Beth	sewer refund 2021- sod/ seeding	\$	417.34
610.8015.5980.000	Wooldridge, Richard	sewer refund 2021- pool	\$	107.80
610.8016.5230.000	IOWA ONE CALL	underground location services	\$	160.56
610.8016.5344.000	MARSHALLTOWN WATER WORKS	MPT annual cleaning water usage	\$	724.00
610.8016.5347.000	CentralSquare Technologies LLC	Public Admin consulting 8/8-8/14	\$	216.00
610.8016.5347.000	CentralSquare Technologies LLC	Public Admin consulting 9/12-9/25	\$	108.00
610.8016.5450.000	FIRSTNET-AT&T Mobility	PW cell phones July	\$	49.52
610.8016.5450.000	CENTURYLINK	ALL PHONE LINES	\$	11.69
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$	33.03
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$	25.54
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	\$	250.14
610.8016.5481.000	ALLIANT ENERGY	N 22nd St	\$	95.51
610.8016.5600.000	CONSTRUCT INC	epoxy coated rebar pins -one bundle	\$	720.99
610.8016.5600.000	MACQUEEN EQUIPMENT	Vacor 2100 Plu 1" ball rodder valve	\$	101.18
610.8016.5600.000	NORLAB INC	liquid power tracing dye	\$	142.80
610.8016.5615.000	GREAT WESTERN BANK	TURNER ST LS GEN OIL FILTER	\$	34.49
610.8016.5615.000	GREAT WESTERN BANK	STANDBY GEN FILTERS - SANITARY	\$	247.16
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	27.89
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5370.000	Sho Biz Inc dba Minuteman	Transit One day passes	\$	99.13
690.8050.5450.000	CENTURYLINK	PW Analog 752-4388	\$	32.06
690.8050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
690.8050.5565.000	GREAT WESTERN BANK	tax credit	\$	(8.99)
690.8050.5565.000	GREAT WESTERN BANK	bus 11 microphone	\$	71.98
690.8050.5565.000	GREAT WESTERN BANK	Bus 11 & 13 radio amplifiers	\$	275.50
690.8050.5565.000	GILLIG LLC	paid 2x instead of credits	\$	(128.96)
690.8050.5565.000	GILLIG LLC	paid 2x instead of credit	\$	(127.20)
690.8050.5565.000	GILLIG LLC	paid 2x instead of credits	\$	116.64
690.8050.5565.000	GILLIG LLC	Transit #131 charge air cooler	\$	1,512.53
690.8050.5565.000	GILLIG LLC	Transit #121 accumulator	\$	1,093.01
690.8050.5565.000	GILLIG LLC	Transit #121 rubber bumpers	\$	63.60
690.8050.5565.000	GILLIG LLC	Transit #101 cac assembly	\$	1,012.64
690.8050.5565.000	GILLIG LLC	Transit #101 hump hose and clamp torque	\$	114.45
690.8050.5565.000	GILLIG LLC	Transit #991 air dryer	\$	510.00
690.8050.5565.000	NAPA AUTO PARTS	transit #101 hose clamps	\$	34.46
690.8050.5565.000	NAPA AUTO PARTS	Transit #101 hose clamp	\$	5.18
690.8050.5600.000	GREAT WESTERN BANK	head lamp,	\$	34.99
690.8050.5600.000	GREAT WESTERN BANK	face masks	\$	44.95
690.8050.5600.000	MENARDS	rebate 6269938672	\$	(12.52)

690.8050.5600.000	MENARDS	rebate 6267566981	\$	(1.62)
690.8050.5600.000	MENARDS	Transit Covid supplies	\$	89.90
690.8050.5718.000	GREAT WESTERN BANK	2 gal tank sprayer	\$	21.61
690.8050.5718.000	GREAT WESTERN BANK	pipe wrench sets	\$	207.83
740.8065.5151.000	WOLFE EYE CLINIC P C	physical/ immunization	\$	14.00
740.8065.5230.000	IOWA ONE CALL	underground location services	\$	107.04
740.8065.5233.000	FOX ENGINEERING ASSOCIATES INC	Manhole & point repairs	\$	421.09
740.8065.5342.000	CONSTRUCT INC	increase	\$	243,318.75
740.8065.5347.000	CentralSquare Technologies LLC	Public Admin consulting 8/8-8/14	\$	144.00
740.8065.5347.000	CentralSquare Technologies LLC	Public Admin consulting 9/12-9/25	\$	72.00
740.8065.5450.000	FIRSTNET-AT&T Mobility	PW cell phones July	\$	33.02
740.8065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	7.80
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
740.8065.5600.000	CONCRETE INC	Benjamin Drive	\$	467.15
740.8065.5600.000	CONCRETE INC	S 7th Ave & Joan Terrace	\$	266.94
740.8065.5600.000	CONSTRUCT INC	epoxy coated rebar pins -one bundle	\$	480.66
740.8065.5600.000	MACQUEEN EQUIPMENT	Vacor 2100 Plu 1" ball rodder valve	\$	67.46
740.8065.5600.000	NORLAB INC	liquid power tracing dye	\$	95.20
740.8065.5614.000	GREAT WESTERN BANK	STANDBY GEN FILTERS - STORM	\$	63.55
741.8065.5830.000	UMB Bank NA	2020A bond agent fees 10/20-9/21	\$	210.00
750.8070.5342.000	Thorp, Robert W	Vegetative Debris & Wood Chip Removal	\$	24,900.00
750.8070.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.74
750.8070.5600.000	Sho Biz Inc dba Minuteman	Compost receipts	\$	720.00
881.1010.5339.000	Hunter Lane LLC	paid med claims 10/1-10/15/21	\$	26.08
881.1050.5339.000	Hunter Lane LLC	paid med claims 10/1-10/15/21	\$	121.87
881.1050.5339.000	MCFARLAND CLINIC PC	paid medical claims	\$	401.28
881.1050.5339.000	Occupational Medicine Plus PC	paid medical claim	\$	254.00
884.6021.4875.000	Health Partners	Health claims, Stop loss/credits	\$	(672.79)
884.6021.4875.000	Health Partners	Health claims, Stop loss/ credits	\$	(492.39)
884.6021.4875.000	Health Partners	Health claims, Stop loss/credits 9/30-10/06	\$	(22.54)
884.6021.4875.000	Health Partners	Health claims, Stop loss/credits 10/14-10/20	\$	(32.72)
884.7010.5230.000	TOTAL ADMINISTRATIVE SERVICE CORP.	quarterly fee	\$	1,905.18
884.7010.5230.000	Health Partners	Monthly fees and premiums	\$	13,381.60
884.7010.5230.000	BERNIE LOWE & ASSOCIATES, INC	Consulting fees Sept for 180 members	\$	343.80
884.7010.5337.000	Health Partners	Monthly fees and premiums	\$	22,956.91
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	November insurance premium	\$	6,653.19
884.7010.5339.000	Health Partners	Dental claims	\$	3,587.82
884.7010.5339.000	Health Partners	Health claims, Stop loss/credits	\$	70,563.00
884.7010.5339.000	Health Partners	Dental claims 10/14-10/20	\$	3,090.63
884.7010.5339.000	Health Partners	Dental claims	\$	3,408.75
884.7010.5339.000	Health Partners	Health claims, Stop loss/ credits	\$	31,481.99
884.7010.5339.000	Health Partners	Dental Claims 9/30-10/06	\$	3,695.00
884.7010.5339.000	Health Partners	Health claims, Stop loss/credits 9/30-10/06	\$	30,404.92
884.7010.5339.000	Health Partners	Health claims	\$	2,761.20
884.7010.5339.000	Health Partners	Health claims 10/07-10/13	\$	24,897.47
884.7010.5339.000	Health Partners	Health claims, Stop loss/credits 10/14-10/20	\$	48,762.34
910.1010.5114.000	GOODING, BETTY	November 2021	\$	876.61
951.1520.010	TREASURER ST OF IOWA	Sale and Use Tax	\$	243.00
951.1520.020	TREASURER ST OF IOWA	Sale and Use Tax	\$	37.00
951.1520.030	TREASURER ST OF IOWA	Water Service Excise Tax Qtrly Return 7/1-9/30/21	\$	52.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	28,291.24
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	13,670.86
999.1102.000	TREASURER STATE OF IOWA	ROUNDING	\$	(0.27)
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	12,313.70
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,804.57
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	26,383.40
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,049.84
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	29,633.44
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	34,533.20
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	29,740.18
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	34,592.96
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	34,829.39
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	117.91
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	5,463.65
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	35,155.20

999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$	(0.09)
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	D. DAROLD-WILSON REFUND - ER PORTION	\$	292.27
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	L. SPRINGSTON REFUND - ER PORTION	\$	1,504.10
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	117.91
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	4,494.84
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	8,603.24
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,091.84
999.1111.000	IMWCA	installment 5:7	\$	7,788.00
999.1112.000	UNITED WAY	UNITED WAY	\$	472.98
999.1112.000	UNITED WAY	UNITED WAY	\$	32.00
999.1112.000	UNITED WAY	UNITED WAY	\$	472.98
999.1112.000	UNITED WAY	UNITED WAY	\$	32.00
999.1121.000	American Education Services	PR WITHHOLDING	\$	64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILDSUPPORT	\$	139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILDSUPPORT	\$	423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILDSUPPORT	\$	313.84
999.1121.000	COLLECTION SERVICES CENTER	CHILDSUPPORT	\$	102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILDSUPPORT	\$	461.53
999.1121.000	Family Support Payment Center	CHILDSUPPORT	\$	152.31
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	337.06
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	103.29
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	ROUNDING	\$	(0.19)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,190.84
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	757.48
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	Adj PR22	\$	(1.64)
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	\$	341.66
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	717.05
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	4,730.60
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	935.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA LOAN REPAYMENT	\$	352.68
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	2,108.32
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	2,772.73
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	1,025.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	269.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$	1,336.52
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	850.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	388.57
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	29.26
999.1164.000	GREAT WESTERN BANK	K9 TRAINING school meal	\$	0.35
Payroll	Payroll	Payroll #22	\$	307,259.37
		TOTAL	\$	2,017,095.14

BUILDING REPORT FOR THE MONTH OF OCTOBER 2021

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25769	Hawkeye Hotels (storm)	102 Iowa Ave. West	Alter Building				\$500,000	\$3,234
25770	Stacie Perry	415 North 3rd Street	Alter Building				\$32,000	\$462
25771	Joyce Ring (storm0	205 Pine Street	Demolish Garage					\$25
25772	Joyce Ring (storm0	205 Pine Street	New Garage			\$11,000		\$195
25773	Rosalba Anguiano	212 South 5th Avenue	New Garage			\$11,000		\$195
25774	Bob Kosbau	302 North 3rd Street	Demolish Garage					\$25
25775	Eracilo Avalos	404 West Church St.	New Garage			\$11,000		\$195
25776	Heriberto Garcia	3202 S. 12th St. #50	New Car Port			\$8,000		\$153
25777	Flite Banking Centers, LLC	2802 South Center St.	New Canopy				\$45,000	\$592
25778	Don Morrison (storm)	308 South 10th Street	Alter Dwelling		\$7,000			\$139
25779	Peggy Lynch	1007 Henry Drive	New Garage			\$11,000		\$195
			TOTALS:	\$0	\$7,000	\$52,000	\$577,000	\$5,410
			TOTAL IMPROVEMENT AMOUNT: \$636,000					
				Units	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:	0	0	1	5	3
								2

Building Division Improvement Value & Fee Summary - Oct. 2021

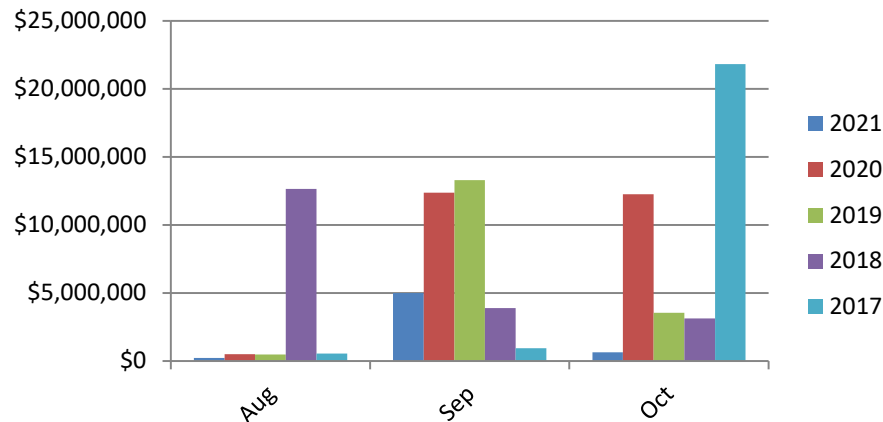
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000	\$1,049,000	\$495,000	\$235,000	\$4,992,000	\$636,000			\$75,199,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000	\$3,260,000	\$2,367,000	\$501,000	\$12,368,000	\$12,265,000			\$39,249,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000	\$1,546,000	\$2,188,000	\$471,000	\$13,287,000	\$3,550,000			\$32,300,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000	\$306,000	\$2,725,000	\$12,653,000	\$3,882,000	\$3,136,000			\$29,054,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000	\$937,000	\$21,827,000			\$42,608,000

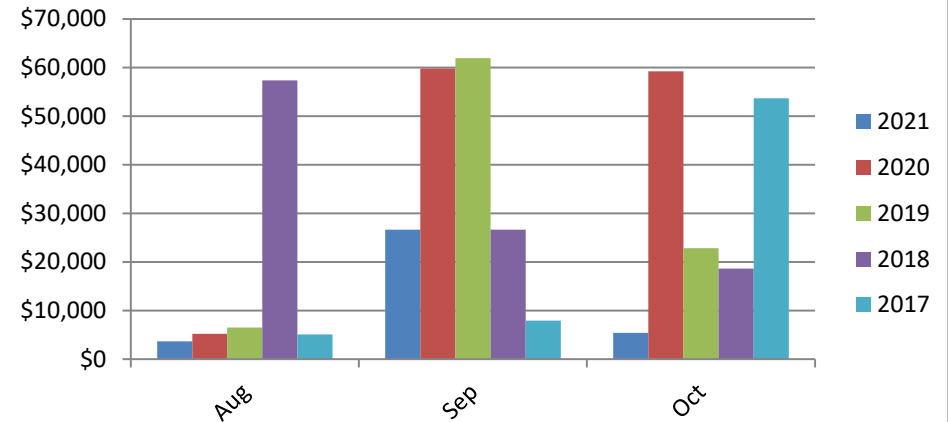
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361	\$8,998	\$6,020	\$3,654	\$26,620	\$5,410			\$406,837
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090	\$21,363	\$13,575	\$5,219	\$59,802	\$59,261			\$216,102
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389	\$15,200	\$6,479	\$61,975	\$22,847			\$195,961
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589	\$3,038	\$17,654	\$57,378	\$26,618	\$18,654			\$165,923
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075	\$7,933	\$53,706			\$172,193

Total Improvement Value Comparison



Total Fees Received Comparison



RESOLUTION ADOPTING A BOARD AND COMMISSION MANUAL

WHEREAS, the City Council of the City of Marshalltown adopted a new Council Manual in September 2021; and

WHEREAS, the Council Manual removed language meant for board, commission, or committee members; and

WHEREAS, a Board and Commission Manual has been created as a way to provide specific guidance on the City of Marshalltown's various boards and commissions and the related rules and regulations.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Board and Commission Manual hereby adopted.

Passed this 8th day of November, 2021, and signed this _____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Board and Commission Manual

Rules and Procedures

City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158
www.marshalltown-ia.gov

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INTRODUCTION

Boards and commissions are a necessary and vital part of a local government's operations. Some are created to meet ongoing needs of the community and continue to exist for as long as they provide assistance to the Council, while others are mandated by state law. The structure, duties, and responsibilities of these bodies vary depending on each board or commission's specific purpose or mission. However, all have one feature in common—they were established to improve the quality of life for the citizens of Marshalltown. Thus, by serving on one of these bodies, residents have an opportunity to join with local government and administrative staff to ensure that the needs of Marshalltown citizens are served.

Serving on a board or commission is a significant and meaningful way to participate in civic life. As a board or commission member, you can share your expertise while directly participating in shaping your community. Many people choose to serve on boards and commissions as a means of gaining new skills, sharing diverse viewpoints, or to “step out of a comfort zone.” Some might also choose to utilize their seats as a means to attain higher leadership positions, appointed or elected.

This Manual is intended to provide information to those interested in serving on a board or commission as well as serving as a guidebook for current board and commission members to operate their meetings and understand the specific rules and regulations provided for their operations. For more information about boards and commissions and to apply, visit www.marshalltown-ia.gov.

CITY GOVERNMENT STRUCTURE

Mayor and Mayor Pro Tem

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual, which is consistent with Iowa Code § 372.14.

The Mayor Pro Tem is vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor's duties. The Mayor Pro Tem retains all of the powers of a Councilmember while performing the duties of the Mayor.

City Council

The City Council is the legislative body elected by the citizens of Marshalltown to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for major issues, such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff

and with carrying out most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator's performance.

The role of a City Council member is similar to being a member of the board of directors of a large business. The City Council provides a focal point or the conscience of the community. It is not the job of Council members to become directly involved in the daily operations of the City. The City Administrator and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer, and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate, and supervise the Department Directors who have the knowledge, ability, and expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Councilmembers shall deal with the administrative agencies of the City through the City Administrator.

Department Heads/City Staff

The City has multiple appointed positions which serve as the directors of multiple departments and functions throughout the City. These are the individuals leading the actions taken by City staff members on a daily basis as they carry out the essential duties of a local government. These are also the people boards and commissions are most likely to interact with as coordinators of their respective boards or commissions.

SELECTION AND APPOINTMENT

In general, all board or commission members are appointed by the Mayor with the advice and consent of the City Council. To be considered for a board/commission, a person must complete an application, which is available at www.marshalltown-ia.gov or by contacting the City Clerk. Applications are kept on file and are reviewed by the Mayor as positions on boards/commissions become available.

No committee appointed shall have powers other than advisory to the City Council or the City Administrator, except as otherwise specified by the Code of Ordinances or the Code of Iowa. Members of boards, committees, and commissions should be independent of the City Council, or other boards, committees and commissions, and of other governmental units, so they may exercise unbiased judgment in addressing the tasks and issues before them.

Selection criteria vary depending upon the purpose, mission, and requirements of each body. The following characteristics, however, are common to all board or commission members:

- An interest in the board's / commission's area of concern
- The ability and willingness to work

- The ability to work with other people in a tactful and cooperative manner
- The time to carry out the board's/commission's duties/responsibilities
- A community point of view

Prior to accepting a position on a board or commission, citizens should be aware of that body's meeting schedule to ensure they will be able to make the necessary time commitment. Citizens who accept a position on a board or commission also accept responsibility for committing a portion of their time to prepare for meetings.

Ineligible Appointments

The following persons shall not be eligible for appointments to standing boards, committees, or commissions of the City of Marshalltown:

- a) Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, aunt, or uncle of a current City Council member.
- b) A current member of a comparable County board, committee, or commission, unless dual or joint memberships are provided for in the ordinance, resolution, or statute, which creates the board, committee, or commission to which appointment is being made.

Gender Balance

In 2009, the Iowa Legislature passed a law requiring appointive boards and commissions to be gender balanced by 2012, or as close as possible for boards and commissions with an uneven number of members. Only after making a good faith effort for 90 days to find sufficient volunteers to create gender balance may the City proceed to fill positions in a manner that does not evenly balance boards and commissions.

MEETINGS

Notices of meetings and agendas for all meetings of City boards/commissions shall be given in compliance with the requirements of Chapter 21 of the Code of Iowa, also known as Iowa's Open Meetings Law. Meeting notices shall be posted at least twenty-four (24) hours prior to the meeting at City Hall, 24 North Center Street. Meeting agendas will also be posted on the City's website, www.marshalltown-ia.gov. Meeting agendas will also be distributed to board and commission members by signing up for notifications for a specific board or commission on www.marshalltown-ia.gov.

All official meetings of boards/commissions shall be open to the public, except those legally designated as closed sessions. Meetings shall be held in a building or room that is accessible to persons with disabilities, which is normally the Council Chambers at the Marshalltown City Hall, located on the second floor of the building at 10 West State Street. For meetings held at other locations for any purpose, that meeting space shall be accessible to persons with disabilities to the maximum extent possible. Special arrangements for the hearing impaired, or for interpreters, will be considered upon request to the City Clerk.

Iowa Code Section 21.5 permits closed sessions for certain limited, and narrowly defined, reasons. If a board or commission is seeking to go into a closed session for a legally allowed purpose, the City Attorney or designee must have authorized the closed session and attend the closed session. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the entire board or commission or all of the board or commission members present at the meeting. No formal action may be taken in closed session. Closed sessions are rarely used in board or commission meetings, but could occur. Specific procedures are to be followed with closed sessions, which will be explained by the City Attorney and/or City staff member coordinating the meeting.

The following rules only apply if no formal rule or regulation is adopted by the Code of Ordinances or the Code of Iowa related to a specific board or commission.

Designation of a Chairperson

Annually, each board or commission shall designate a chairperson to serve as the presiding officer at meetings. A vice-chairperson shall also be selected to serve as the presiding officer in the absence of the chairperson.

Quorum and Majority Vote

A quorum is necessary for the conduct of business. A majority of the board or commission members present shall constitute a quorum unless otherwise specified. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

A simple majority of all members present is required for board/commission votes unless otherwise specified for a specific situation. An “abstain” vote is a “no” vote unless the board or commission member states he or she has a conflict of interest and states the nature of the conflict.

Public Hearing Procedures

Some boards and commissions are required to hold public hearings as part of how they conduct business. Hearings shall be fair and impartial. If a board or commission member has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation. Persons and groups who may be affected by the matter being discussed in the hearing shall be provided at least the minimum statutory notice of the time and place of the hearing. Such persons and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the board or commission may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in writing for the record prior to the public attending the meeting to address the board/commission. If there are numerous persons representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff persons who have information to present should be invited to present their respective reports.

When all interested persons (except as reasonably limited by the presiding officer, as stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Board or commission members may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

Action by Verbal Motion

When a board or commission member wishes to propose a possible action, the member must make a motion. In order to make a motion, these steps must be taken:

- a) The board/commission member asks to be recognized by the presiding officer.
- b) After being recognized, the member makes the motion (“I move...”).
- c) Another board/commission member seconds the motion.
- d) The presiding officer states the motion and asks for discussion.
- e) When there has been sufficient discussion, the presiding officer will close debate (“Are you ready for the question?” or “Is there any further discussion?”).
- f) If no one requests to make additional comments, the presiding officer puts the question to vote.
- g) After the vote, the presiding officer announces the outcome of the motion (“The motion is carried” or “Motion fails”).

Until the presiding officer states the motion (step d), the board/commission member making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

MINUTES

Each board and commission is required to record the minutes of each of their meetings. A City staff member or a designated board/commission member will be responsible for recording the minutes of each meeting. The date, time, place, members present and action taken at each meeting must be recorded in the minutes. The minutes must also show the results of each vote taken and contain information sufficient to indicate the vote of each member present. Minutes are required to be approved at a subsequent meeting.

The minutes are public records open to public examination. Minutes of boards and commissions are not required to be published in the newspaper but are made available in the Agenda Center on the City's website.

ROLES AND RESPONSIBILITIES

The City Council and all appointed boards and commissions are policy-oriented groups. When a board or commission has an item on a City Council meeting agenda, a representative from that body, which may be a staff representative, should be present at the City Council meeting. Similarly, when a member of any board or commission addresses the City Council at a public meeting, he or she should always clearly state whether he or she is speaking on behalf of the group or as an individual.

The City Council considers input and recommendations from a variety of sources in its decision-making process. Therefore, the Council may not always follow the specific recommendations of any one particular board, committee, or commission in adopting policy or procedure. Once the Council has established its position, members of advisory groups may continue to have reservations or individual objections. As representatives of the larger group, however, members should remember they are expected to act in a manner consistent with the established policy and/or program as approved by the City Council.

Legislative Issues Statements

The City Council is ultimately responsible for establishing City policy and determines the public position of the City on legislative matters. Therefore, commissions, boards, or committees shall not issue public statements on legislation pending before the City Council, unless said statements are reviewed and approved by the Council. This policy is not intended to prevent advisory groups from carrying out their normal functions publicly and openly; rather, its purpose is to establish that boards, committees, and commissions do not issue policy statements or take public positions which fall within the purview of the City Council.

Submitting a Formal Request for Consideration – Procedure

In the event a board, committee, or commission wishes to request the City Council endorse or approve a particular position or idea formulated by the board, committee, or commission, said request should first be reflected in the minutes of the meeting of the board, committee, or commission at which the action was approved. Following such action, the board, committee, or commission's secretary or staff liaison should submit a written request to the City Council, with a copy to the City Administrator's office for inclusion on the agenda of an upcoming City Council meeting. In the interim, copies of the request will be made available to all Council members. The

communication should include the degree of urgency and a specific statement of the action requested.

Public Participation and Input

Members of appointed boards or commissions are encouraged to maintain awareness of public opinion. Citizen input should be welcomed and heard at meetings, and members should be considerate of all interests, attitudes, and differences of opinion. Members should be vigilant about maintaining not only the appearance but also the principle of impartiality.

Conflicts of Interest

Board or commission members must determine and declare if they have a conflict of interest on a given issue.

Iowa Code Chapter 362.5 states that, “A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of this section is void.” This provision is very broad. It not only prohibits the City from doing business with a company in which a city officer or employee has a direct interest, but it would also apply if the officer or employee had an indirect interest in such a company, such as if the officer’s or employee’s spouse or dependent child has an interest in a company doing business with the City. The prohibition also applies to any kind of work performed for the city, and to the provision of goods or services to the city, whether there is a formal contract in place or not.

However, there are instances or exceptions where this rule would not apply. Most common to cities are the following:

- Contracts that are competitively bid, publicly invited, and opened
- Contracts for the purchase of goods or services by a city which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of \$6,000 in a fiscal year

Section 362.5 also exempts contracts in which a city officer or employee has an interest solely by reason of employment if the contract is done through competitive bid, contracts with a corporation in which a city officer or employee has an interest by reason of stock holdings of less than 5 percent, and contracts that were made before the time the officer or employee was elected or appointed (but such contracts may not be renewed).

Code of Iowa Section 68B.2A states that, “Any person who serves or is employed by the state or a political subdivision of the state shall not engage in any outside employment or activity which is in conflict with the person's official duties and responsibilities.” If a board or commission member has outside employment or an activity that is subject to official control, inspection review, audit, or enforcement of the City board or commission in which they serve, the board or commission member is either required to publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity.

REMOVAL AND ABOLISHMENT

Iowa Administrative Code 372.15 provides the procedures for the removal of an appointed board or commission member. The Mayor shall provide a written order providing the reasons for the removal from a board or commission. This order will be filed with the City Clerk and sent by certified mail to the person who is being removed. The board/commission member being removed may request a public hearing before the City Council on all issues connected with the removal. This request must be filed with the City Clerk within 30 days of the date of mailing the order. The hearing shall then be held within 30 days of the date the request was filed unless a later date is requested.

The City Council may take actions to abolish boards and commissions as necessary. This would not include those boards and commissions legally required to exist in the community. The necessary action for abolishment would be a resolution or ordinance to make the change, depending on how the board or commission was originally established and governed.

BOARDS AND COMMISSIONS

The City of Marshalltown currently has a number of boards and commissions. The information below is a brief summary of each of the existing boards and commissions, as well as some of the stated responsibilities and procedures.

Board of Adjustment

Assigned Department: Housing & Community Development

The Zoning Board of Adjustment is a board required by Iowa Code. This board includes five members appointed to five year terms. No more than two of the five members may also be appointed to the Plan and Zoning Commission. A majority of the members shall be representatives of the public at large and shall not be involved in the business of purchasing or selling real estate.

The duties of the Board are spelled out in Chapter 156.620 of the Marshalltown Code of Ordinances, as well as the Iowa Code. This group is the group that hears appeals related to the denial of permits or interpretations issued by the Zoning Administrator. This group also hears requests for variances from the zoning regulations as well as requests for special uses including home occupation special use permits.

Building Board of Appeals

Assigned Department: Housing & Community Development

The Building Board of Appeals is created through the adoption of the International Building Code in 151.002 of the Code of Ordinances. This Board consists of five members who are qualified by experience and training to deliberate and rule on matters of building construction. Terms for each board member are five years. This board meets on an as needed basis. The City's Building Official shall serve as an ex-officio member of the Board.

The purpose of the Building Board of Appeals is to provide for reasonable interpretation of the Building Code in cases where the interpretation of the Building Code is brought into question. This Board also hears appeals for dangerous buildings as well. All decisions must be rendered within 30 days of a hearing.

Civil Service Commission

Assigned Department: Human Resources

In the State of Iowa, all cities with populations greater than 8,000 are required to have a Civil Service Commission. Marshalltown's Civil Service Commission consists of three members that are citizens of Iowa and Marshalltown and are eligible electors. Terms are for four years. Civil Service Commissioners are required to have no financial relationships with the City of Marshalltown unless awarded by competitive bid.

The Civil Service Commission functions as an approval arm for the hiring of civil service employees. The Commission approves hiring and promotional processes and ultimately a hiring or promotional list which is then received by the City Council. The Civil Service Commission also hears appeals of disciplinary actions of civil service employees and functions as a judicial body for this review.

Electrical Appeal Board

Assigned Department: Public Works

The Electrical Appeal Board consists of three members who are to be Marshalltown residents: one member of the public, one journeymen electrician, and one licensed electrical contractor. Each term is for 6 years. A member of the Electrical Appeal Board shall not also be a member of the Electrical Examiners Board.

This Board hears appeals of those who disagree with the rulings and interpretations of the City Electrical Inspector. This group may also allow for variances from the adopted version of the National Electric Code.

Fire Code Board of Appeals

Assigned Department: Fire Department

The Fire Code Board of Appeals is created in Chapter 91 of the Code of Ordinances. This five-member board is to hear appeals on the application of the adopted International Fire Code. The Fire Chief serves as an ex-officio member of the board. Each board member is appointed to a four-year term. This board meets infrequently.

Membership for the Fire Code Board of Appeals requires a very specific skill set. One member needs to be a practicing design professional registered in the practice of engineering or architecture. One member needs to be a qualified engineer, technologist, technician, or safety professional trained in fire protection engineering, fire science, or fire technology. One member is to be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager, or comparably qualified specialist experience. One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair,

or remodeling of buildings or building services and systems regulated by the International Fire Code. And finally, one member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

Housing Advisory Board

Assigned Department: Housing & Community Development

The Housing Advisory Board consists of six members, four of which are qualified by experience and training to understand Housing Code enforcement. Membership on the Board shall satisfy the following required positions: one state-licensed realtor; one state-registered architect or engineer; one contractor experienced in remodeling; one lending institution representative; and two representatives of the general public, one of whom shall be a landlord. Each Board member shall have had at least five years' experience in his or her respective field.

The Housing Advisory Board serves as a place for appeal for actions taking by the Housing Officer as part of the City's registered rental program. This group may also grant variances of the Housing Code and make recommendations on rules and regulations for the City Council to consider. This Board meets as needed.

Investment Committee

Assigned Department: Finance Department

The City of Marshalltown Investment Policy creates an Investment Committee to review the City's investments and compliance with the Investment Policy. This Committee consists of three members possessing financial and investment backgrounds. Each member is appointed to a four-year term. The group typically meets quarterly. If no investments are being made due to low CD interest rates, the Committee may opt to not meet.

Library Board of Trustees

Assigned Department: Library

The Library Board of Trustees of the Marshalltown Public Library consists of seven members, six of whom are required to be residents of Marshalltown and one who is a non-resident confirmed by the County Board of Supervisors. Each trustee is appointed to a term of six years unless filling a vacancy, which is for the unexpired term of the Trustee vacating the office. Terms start on July 1st and are to be staggered every two years. This board has monthly meetings.

The Board of Library Trustees functions as the supervisory board for the Marshalltown Public Library operations, budget and staff. The Board of Trustees hires a Library Director to take on the day-to-day management while ensuring the materials and programs of the Library meet the needs of the community. Further specific duties and rules can be found in the Marshalltown Code of Ordinances, Chapter 31.045.

Parks & Recreation Advisory Committee

Assigned Department: Parks and Recreation

The Parks & Recreation Advisory Committee is a seven-member board made up of Marshalltown residents over the age of 18. Two of the members are required to have status as a veteran. Advisory Committee members are appointed to two-year terms, with no limit to the number of times they can be reappointed.

The role of the Parks & Recreation Advisory Committee is to provide a community view of the many facets of the operations of the Parks and Recreation Department. This group makes recommendations on a capital improvement plan, fees, programming, and more. Further specific duties and rules can be found in the Marshalltown Code of Ordinances, Chapter 31.048.

Plan & Zoning Commission

Assigned Department: Housing & Community Development

The City's Plan & Zoning Commission (P&Z for short) consists of seven members who must be residents of Marshalltown. Members also must have some qualifications in terms of knowledge or experience related to planning and zoning. Each term is for a period of 5 years.

P&Z is responsible for a number of requirements as set forth in the Iowa Code, which have been adopted locally into the Marshalltown Code of Ordinances, Chapter 150. Duties include making recommendations to the City Council on zoning regulations and districts, preparing the City's Comprehensive Plan, and approval of all subdivisions. P&Z also makes recommendations to the Board of Adjustment on special use permits. This Commission meets monthly or as needed to address new applications for rezoning requests, special use permits, subdivisions, and more.

Solid Waste Management Commission of Marshall County

Assigned Department: City Clerk

The City of Marshalltown is able to appoint five members to the Solid Waste Commission of Marshall County. Two of the appointees are City Council members and are the City's designated representatives on the Executive Board of the Solid Waste Commission. The remaining three appointees must be a resident of Marshalltown. This group oversees the operations and management of the Marshall County Landfill. The full Commission is required to meet once every six months, with other meetings to occur as needed.

Water Works Board of Trustees

Assigned Department: Marshalltown Water Works

In 1903, the City Council approved an ordinance creating the Water Works Department and the Water Works Board of Trustees. This Board consists of three members who serve six year terms and meet monthly. This is one of the only non-elected boards in the City that are compensated for their service.

The Board of Trustees selects and hires a General Manager to oversee the daily operations. This group is also responsible for approving policies related to the operations and use of the water system, ensuring compliance with federal and state regulations, and setting rates to pay for the operations of the system and capital improvements.

**RESOLUTION ADOPTING RULES AND REGULATIONS FOR THE
MARSHALLTOWN MUNICIPAL AIRPORT**

WHEREAS, the City Council of the City of Marshalltown has the authority to set out rules and regulations for the Marshalltown Municipal Airport which incorporate Federal Aviation Administration rules and best practices; and

WHEREAS, the Airport Manager is recommending the City Council repeal Chapter 111 Airports and Aircrafts of the Code of Ordinances of the City of Marshalltown, Iowa; and

WHEREAS, the Airport Manager is recommending the City Council adopt a new Rules and Regulations manual in place of the existing ordinance.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Marshalltown Municipal Airport Rules and Regulations are hereby adopted.

Passed this 8th day of November, 2021, and signed this _____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**MARSHALLTOWN
MUNICIPAL AIRPORT**

**RULES
&
REGULATIONS**

MARSHALLTOWN MUNICIPAL AIRPORT

CHAPTER 1 MINIMUM STANDARDS

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Forward

The Rules and Regulations contained herein have been adopted for the orderly, safe and efficient operations of the Marshalltown Municipal Airport. Minimum Standards for aeronautical activities have been made a part of the Rules and Regulations. The Airport has been provided for the use and enjoyment of the public. It is the hope of the members of the Marshalltown City Council that those using the facilities will cooperate in keeping the Airport safe, clean and orderly.

Article 1 - General Provisions

Part 1 Numbering System, Definitions and Acronyms

101 Numbering System

- A. When an article, part or section of the Minimum Standards is referenced within this document, the number shall consist of three (3) component parts separated by a period. The first number shall refer to the chapter number, the second figure shall refer to the article number and the third number (and any number or character following it) shall refer to the part and individual section number within the part. Note that the first number will always be "1", the Minimum Standards is Chapter 1 in the Marshalltown Municipal Airport Rules and Regulations.

102 Definitions

- A. The terms defined herein and identified by use of a capital letter, whenever used in the Airport's Minimum Standards Program, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.
- B. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa and the use of pronouns of any gender shall include any other gender.
- C. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

Accident, A collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

Advisory Circular (or "AC"), A document published by the FAA that contains methods and procedures that are acceptable to the FAA Administrator for compliance with FAA regulations.

Aerial Applicator Services Operator (or "AASO"), an Operator who uses Aircraft for the dispersment of chemicals

Aeronautical Activity (or "Aeronautical Activities" or Activity" or "Activities"), Any on-airport activity service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of General Aviation Aircraft, or which contributes to or is required for the safety of such operations and any other activities which, because of its direct relationship to the operation of General Aviation Aircraft or the Airport, can be regarded as an Aeronautical Activity.

Note: Any on-airport installation of Aircraft parts and/or components is considered an Aeronautical Activity, however, the on-airport manufacturer or Aircraft parts and/or components for general distribution is not.

Agency, Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement, A written contract (e.g., lease agreement, permit, etc.) enforceable by law between the Airport and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

Air Carrier, Any air transportation company performing commercial air transportation services over specified routes to and from the Airport (including diversions), pursuant to published schedules. Such Air Carriers may provide passenger and/or all-cargo services to the Airport.

Aircraft, A machine or device, such as an airplane, helicopter, glider, or dirigible, that is capable of atmospheric flight.

Aircraft and Passenger Liability, To include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Design Group, A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance, Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of an Aircraft airframe, powerplant, propeller, and/or accessories (including the replacement of parts).

Aircraft Maintenance Operator, A Fixed Maintenance Services Operator or a Mobile Maintenance Service Operator.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the Airport.

Aircraft Rescue and Fire Fighting (or "ARFF"), Personnel, equipment and facilities located on or off the Airport dedicated to dealing with Aircraft incidents or Accidents.

Airframe and Powerplant Mechanic (or "A&P Mechanic"), A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Marshalltown Municipal Airport which is owned, operated and governed by the City, and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified.

Airport Layout Plan (or "ALP"), The FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or Improvements to specific uses and/or development.

Airport Manager, That person (or designated representative thereof) responsible for the administration and day-to-day operation and management of the Airport in accordance with City Code 14.1.202.

Airport Security Plan, A written program adopted by the Airport and approved by the Transportation Security Administration that provides for the safety and security of persons and property on the airport as required by 49 CFR Part 1542.

Applicant, An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity(ies) and who shall apply in writing, and in the manner or form prescribed herein, for authorization to engage in such Activities at the Airport.

Appraiser, A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Apron, Those Paved areas of the Airport within the AOA designated by the Airport for parking, loading, unloading, fueling, or servicing of Aircraft.

Avgas (or “Aviation Gasoline”), Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft, Any Aircraft that is operational and airworthy and based at the Marshalltown Municipal Airport for a majority of the year.

Business Automobile Liability, To include bodily injury and Property damage for all licensed Vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Certificate of Insurance, A certificate provided by and executed by an Operator’s, Lessee’s, or Sublessee’s insurance company evidencing the insurance coverages and policy limits of Operator, Lessee, or Sublessee.

City, The City of Marshalltown, Iowa.

Code of Federal Regulation (or “CFR”), The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Marshalltown City Code (or “City Code”), The Code of Ordinances of the City of Marshalltown, Iowa is a published book of codified ordinances adopted by the Marshalltown City Council.

Commercial, An Activity undertaken with the intent to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and service), and/or profit, whether or not such objectives are accomplished.

Commercial General Liability, For damages due to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Commercial Operator, An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the intent of such activity being to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and service), and/or profit, whether or not such objectives are accomplished.

Compensation, Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Contiguous Land, Land that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle, A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-Airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current, All rents, fees, and other charges required to be paid under any and all Agreements are paid in full

Department of Homeland Security (or “DHS”), The Agency within the United States Government which is focused on protecting the American people and the homeland. DHS was established by the Homeland Security Act of 2002.

Department of Transportation (or “DOT”), The Agency within the United States Government concerned with transportation. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. DOT is administered by the United States Secretary of Transportation.

Employee, Any individual employed by an entity either directly or through an exclusive contract.

Environmental Liability, To include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or “EPA”), The Agency within the United States Government that has the responsibility for enforcing the environmental regulations or laws enacted by Congress. EPA was established by an act of Congress on December 2, 1970.

Equipment, All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express Agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (or “FAA”), The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. FAA was established by an act of Congress on April 1, 1967.

Federal Aviation Regulation (or “FAR”), Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs are mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

Federal Grant Assurance, A Federal Grant Assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant Assurances are required by statute, 49 U.S.C. 47101.

Flight Training, The training, other than ground training, received from an authorized instructor in flight in an aircraft.

Full Service Fixed Base Operator (or “FSFBO”), A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in the sale of the following products and services:

1. The renting or subleasing of facilities to Aircraft Operators,
2. The sale of Aviation fuels (Jet Fuel and Avgas) and Aircraft lubricants at any authorized location on the Airport,
3. The provisions for Passenger, crew, and Aircraft ground services, support, and amenities,
4. Aircraft parking, Hangar, office, and shop,
5. Aircraft Maintenance service, and
6. Two of the three following additional Activities:
 - a. Avionics Instruments Services,
 - b. Aircraft Rental Services and/or Flight Training Services, or,
 - c. Aircraft Management and/or Charter Services.
 - d. Aircraft Sales
 - e. Aerial Tours

Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

General Aviation, All aviation with exception of Air Carriers and military.

Minimum Standards (or “Minimum Standards Program”), A program established by the Marshalltown Municipal Airport to administer General Aviation Minimum Standards at the Airport.

Hangar, Any fully or partially enclosed storage facility for an Aircraft.

Hangar Keeper’s Legal Liability, To include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Hazardous Material, Any substance regulated by the EPA.

Improvements, All building, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Jet Fuel, Fuel commonly utilized to power turbine-engine (turboprop and turbojet) aircraft.

Landside, The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking; the Landside area is outside of the airport fence line and accessible by the general public.

Lease, See "Agreement".

Leased Premises, The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Lessee, An entity that has entered into an Agreement to occupy, use, and/or develop land and/or improvements.

Limousine, A Vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Master Plan, An assembly of documents and drawings (which have been approved by the FAA and adopted by the Airport) covering the development of the Airport from a physical, economic, social and political jurisdictional perspective. The Airport Layout Plan (ALP) is a part of the Master Plan.

Mobile Aerial Applicator Services Operator, an Aerial Applicator not based at the Airport for more than 30 days.

Movement Area, The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft, exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas. It includes all areas under the direct and positive control of ATC. Specific approval for entry onto the Movement Area must be obtained from ATC.

National Fire Protection Association (or “NFPA”), All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial, Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area, Those portions of the Airport where Aircraft taxi or are moved without radio contact with ATC or other Aircraft.

Object Free Area, An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Operator, An entity that has entered into an Agreement with the Airport to engage in Aeronautical Activities (Commercial or Non-Commercial) at the Airport.

Owner, The registered legal Owner of an Aircraft according to FAA records.

Paved, Covered with asphalt or concrete that forms a firm level surface.

Permittee, An entity who has written permission from the Airport to conduct an Activity at the Airport according to the parameters established by a permit.

Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Lessee, The entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements with the Airport.

Private Conventional Hangar, a hangar, used for storage of aircraft owned by the hangar tenant that is not used for provision of commercial operations at the airport.

Property, Any tangible or intangible possession that is owned by an entity or a person.

Refueling Vehicle, Any Vehicle used for transporting, handling, or dispensing of fuels, oils, and lubricants

Regulatory Measures, All applicable federal, state, county, and local laws, codes, ordinances, policies, rules, and regulations, as amended.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repairs Stations are certificated under 14 CFR Part 145.

Rules and Regulations, The rules and regulations set forth by the Airport for the safe, secure, orderly and efficient use of the Airport, as may be amended from time to time.

Runway, An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

Security Plan, A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling, The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

Self-Service, The servicing of an Aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owners Employee's using the Aircraft Owner's Vehicles, Equipment, and resources.

Signature Authority (or "Authorized Signatory"), The individual(s) or designated representative(s) who have received training from the Airport and have been authorized by the Lessee/Operator and the Airport to sign applications for designated individuals requesting airport identification media for them.

Specialized Aviation Services Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics, or instrument maintenance, Aircraft rental or Flight training, Aircraft charter or Aircraft Management, Aircraft sales, or other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or "SPCC Plan"), A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Storm Water Pollution Prevention Plan (or "SWPPP"), A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Student and Renter Liability, To include bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

Sublease, An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the Airport has given proper consent.

Sublessee, An entity that has entered into a Sublease with an Operator or Lessee.

Taxilane, The portion of the Apron used for access between Taxiways and Aprons. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the Object Free Area requirements stipulated by the F AA.

Taxiway, A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway). Air Traffic Control (ATC) must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the Object Free Area requirements stipulated by the FAA.

Through-the-Fence, Having direct access to the Airport from private property located contiguous to the Airport. Through-the-Fence entities, while being located off Airport property, have access to the Aircraft Operating Area (AOA).

Tiedown, An area of paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft, Any Aircraft utilizing the Airport for transient purposes and not based at the Airport.

Transportation Security Administration (or "TSA"), The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure travel. TSA was established by the Aviation and Transportation Act passed on November 19, 2001.

Turbojet Aircraft, An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develop thrust from the exhaust of hot gases for propulsion.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which in turn, drives a propeller for propulsion.

Ultralight Vehicle, A device operated for sport or recreational purposes which does not require FAA registration, an airworthiness certificate, or pilot certification. Ultralight Vehicles are primarily single occupant vehicles, although some two-place vehicles are authorized for training purposes. Operation of an Ultralight Vehicle in certain airspace requires authorization from Air Traffic Control.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.

103 Acronyms

A & P Mechanic	Airframe and Powerplant Mechanic
AASO	Aerial Applicator Services Operator
AC	Advisory Circular
ACSO	Aircraft Charter Services Operator
AISO	Avionics Instrument Services Operator
ALP	Airport Layout Plan
AMSO	Aircraft Management Services Operator
ARFF	Aircraft Rescue and Fire Fighting
ASTO	Aircraft Storage Services Operator
ATC	Air Traffic Control
CFR	Code of Federal Regulation
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FMSO	Fixed Maintenance Services Operator
FSFBO	Full Service Fixed Base Operator
FTSO	Flight Training Services Operator
LSFBO	Limited Service Fixed Base Operator
MAASO	Mobile Aerial Applicator Services Operator
ME	Multi-Engine Aircraft
MMSO	Mobile Maintenance Services Operator
NFPA	National Fire Protection Association
OASO	Other Aeronautical Services Operator
SASO	Specialized Aviation Services Operator
SE	Single-Engine Aircraft
SPCC	Spill Prevention, Control, and Countermeasures
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
TSASO	Temporary Specialized Aviation Services Operator

Part 2 Introduction

201 Purpose

- A. The purpose of these Minimum Standards is to foster an environment at the Marshalltown Municipal Airport (Airport) that ensures the following: (a) General Aviation safety and security, (b) The consistent provision of quality General Aviation products, services, and facilities, (c) The economic health of General Aviation Operators, (d) The development of quality General Aviation Improvements, and (e) The orderly development of Airport Property for General Aviation Purposes.
 - 1. To this end, all qualified and experienced entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.
- B. General Aviation Aeronautical Activities may be undertaken that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards may be established by the Airport on a case-by-case basis for such Activities.

202 Applicability

- A. These Minimum Standards specify the standards and/or requirements that must be fully complied with by an entity desiring to engage in General Aviation Aeronautical Activities at the Airport.
 - 1. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standards or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Airport. All entities may exceed the applicable Minimum Standards or requirements. No entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the Airport's sole discretion, fully comply with these Minimum Standards, unless exemption or variance has been approved by the Airport.
 - 2. These Minimum Standards shall not be deemed to modify any existing agreement which an Operator is required to exceed these Minimum Standards nor prohibit the Airport from entering into or enforcing an Agreement that requires an Operator to exceed these Minimum Standards.
- B. All entities engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements in Article 1: General Provisions, as well as the Minimum Standards applicable to entity's Activities in subsequent sections (unless specifically exempted).

203 Governing Body

- A. The Airport is an entity of the City of Marshalltown (City). The authority to: (a) lease Airport land and/or improvements, (b) allow the occupancy and/or development of Airport land or Improvements, (c) grant the right to engage in any Activity at the airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive including the Airport's Minimum Standards Program are reserved for the Airport. The responsibility for the administration and operation of the Marshalltown Municipal Airport is delegated to the Airport Manager.

204 Statement of Policy

- A. It is the policy of the Marshalltown Municipal Airport as set forth by the Federal Aviation Administration (FAA), by way of the Federal Grant Assurances, that any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.
- B. In designing and operating the Marshalltown Municipal Airport, the City has provided land for: (1) tenants to construct private conventional general aviation hangars to store aircraft (2) tenants to provide aviation services defined as commercial, and (3) the City to construct its own facilities.

205 Non-Discrimination

- A. No person shall, in the use of the Airport or the Improvements located at the Airport, discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights act of 1964, as amended or reenacted.

206 Effective Date

- A. The Airport's Minimum Standards Program shall be in effect and shall remain in effect, unless repealed by the Airport, from the date of adoption.

Part 3 General Requirements for All Operators

301 Compliance with Regulatory Measures and Agreements

- A. All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in a General Aviation Aeronautical Activity at (or on) the Airport shall comply, at the entity's sole cost and expense, with all applicable Regulatory Measures including, without limitation, those of federal, state, and local government and any other Agency having jurisdiction over the Airport, Operators, Lessees, and Sublessees operating at the Airport, and the activities occurring at the Airport.
- B. No existing or future Agreement or permit, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with the Airport's Minimum Standards Program.
- C. Compliance with the Airport's Minimum Standards Program shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the Airport under any existing Agreement.

302 Conflicting Regulatory Measures and Agreements

- A. If any provisions of the Airport's Minimum Standards Program is found to be in conflict with any other Airport policies, standards, rules, regulations, or directives, any provision of any applicable Regulatory Measure, or any provision of an existing or future Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail unless a variance is granted by the Airport.

303 Right to Self-Serve

- A. Provided that the requirements of the Airport's Minimum Standards Program and all applicable Regulatory Measures are met, an Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for compensation or hire.
 - 1. No Lessee or Operator is required or obligated to allow an Aircraft Owner or the Aircraft Owner's Employees to engage in Self-Service activities on its exclusive Leased Premises.
 - 2. Self-Service activities cannot be contracted out to a third party. Upon request, the Aircraft Owner shall provide proof (such as payroll data) that the individual(s) engaging in Self-Service activities are Employees of the Aircraft Owner.

304 Through-the-Fence Activities

- A. Through-the-Fence activities are prohibited at the Airport.

305 Fines or Penalties

- A. Entities shall have the responsibility to pay any fine or penalty levied against the Airport, the City (or representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council), individually or collectively, as a result of entity's failure to comply with any applicable Regulatory Measure.

306 Severability

- A. If any provision of the Airport's Minimum Standards Program shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Airport's Minimum Standards Program.

307 Subordination

- A. Should these Minimum Standards now or in the future conflict with any State or Federal laws, including Grant Assurances, then these Minimum Standards shall be subordinate to those State and Federal laws, rules and regulations.

308 Notices, Requests for Approval, Applications, and Other Filings

- A. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the Airport's Minimum Standards Program shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt), and shall be deemed to have been given when delivered to the Airport or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided from time to time.

309 Amendments

- A. The Airport will notify all Permittees in writing of any amendments to the Minimum Standards Program.

310 Variance or Exemption

- A. The Airport in its sole discretion may, but is not obligated to, approve variances or exemptions to the Airport's Minimum Standards Program when circumstances require.
- B. Prior to the Airport approving or denying a variance or exemption, the Airport shall conduct a review of all relevant information including those items described in Section 1.1.310C of these Minimum Standards as well as any other information that may be requested or required by the Airport.
- C. Approval or denial by the Airport of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions, situations, or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.
 - 1. If approved, the variance or exemption shall only apply to the special circumstances of the particular case for which the variance or exemption is granted.
 - 2. An approval by the Airport of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards Program or any existing Agreement.

- D. Requests for variance or exemption shall be submitted in writing to the Airport and must state the specific provision(s) for which the variance or exemption is being sought as well as the following information:
 - 1. A description of the proposed variance or exemption,
 - 2. The reason for the proposed variance or exemption,
 - 3. Identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public), and
 - 4. Identify the duration of the proposed variance or exemption.

311 Enforcement

- A. The Airport, in its sole discretion, has the right to revoke the entity's privileges, for cause, or may suspend the entity's operations for such period of time as it deems necessary in order to protect the public interest and/or to obtain a correction of the violation.
- B. In the event an entity fails to comply with the Airport's Minimum Standards, the Airport shall send a written statement of violation to such entity at the address on their permit or at its last known address if no permit exists.
- C. If an appeal is not filed under Section 1.1.312, the entity shall have 10 business days from the date that the violation letter was received to provide a statement to the Airport explaining why the violation occurred and to advise the Airport that the violation has been corrected.
- D. Repeat violations or violations that are not corrected by the entity may result in penalties or cancelation of permits or leases.

312 Disputes

- A. Any party aggrieved by a decision of the Airport through Section 1.1.310: Variance or Exemption, or Section 1.1.311: Enforcement, may appeal (in writing) such decision to the Airport Manager within 10 business days after such decision is issued. Rights to any appeal not submitted within the 10 day period will be waived.
 - 1. The Airport Manager shall respond to such written claim within 10 business days of the receipt of the claim by either making a written determination with respect to the claim, or making a written request for additional information. If requested, the party shall provide all requested additional information within 10 business days of the date of the Airport Manager's request or the claim is waived. Thereafter, the Airport Manager shall make a written determination with respect to the claim within 10 business days after receipt of the additional information. In either case, the Airport Manager's written determination shall be final and conclusive.
- B. Unless the aggrieved party's Agreement is suspended or revoked under Section 1.1.311, the party shall diligently continue performance of its Agreement with the Airport, in full compliance with the Airport's Minimum Standards Program, regardless of whether or not a dispute is pending and regardless of the outcome of such dispute.

313 Rights and Privileges Reserved

- A. In addition to the following rights and privileges, the Airport reserves the rights and privileges outlined under Federal Grant Assurances as such rights and privileges may be amended from time to time.

1. Nothing contained within the Airport's Minimum Standards Program shall be construed to limit the use of any area of the Airport by the Airport or to prevent any federal, state or local agency from acting in its official capacities.
2. The Airport reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
3. The Airport (and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster, illegal conduct or negligence of others.
4. The Airport reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or the Airport may suspend and/or revoke any privileges granted to any entity) upon determination by the Airport that such entity has not complied with the Airport's Minimum Standards Program, applicable Regulatory Measures, directives issued by the Airport, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
5. During time of war or national emergency, all Agreements are subject to whatever right the U.S. Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States.
6. The Airport will not relinquish the right to take any action the Airport considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
7. The Airport will not waive any sovereign, governmental, or other immunity to which the Airport may be entitled nor shall any provision of any Agreement be so construed.
8. Unless otherwise stated in a separate agreement, the Airport is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee.
 - a. The Airport is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development, or (b) provide matching funds to secure such funding.
9. The Airport reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Airport including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Airport and the City's mission, vision, and values.

314 Possible Grounds for Rejecting Application

- A. The Airport may reject any application, request for variance or exemption, assignment, change in majority ownership or encumbrance for any of the following reasons:
1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Airport as determined by the Airport in its sole discretion. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
 2. The proposed Activities and/or Improvements, as determined in the sole discretion of the Airport, will create a safety or security hazard at or on the Airport.
 3. The Airport would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Airport is unwilling and/or unable to expend or supply.
 4. The proposed activities and/or Improvements will result in a financial loss or hardship to the Airport.
 5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
 6. The development or use of the area requested will result in congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present Operator on the Airport by, such as, creating problems in congestion with aircraft traffic or service, preventing free ingress and egress to the existing Operator's area, or effectively depriving an existing Operator of portions of its leased area.
 7. The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation and/or the entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
 8. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed Activity.
 9. The entity cannot obtain a bond, or other financial assurance, and insurance in the type and amounts required by the Airport for the proposed Activity.
 10. The entity seeks terms and conditions which are inconsistent with Federal Grant Assurances and/or the Airport's Minimum Standards Program.
 11. Any party having an interest in the business has defaulted or failed to comply in the performance of any lease or other agreement rules and regulations with the Airport or any lease or other agreement rules and regulations at any other airport.

315 Exclusive Rights

- A. In accordance with the Federal Grant Assurances given to the federal government by the Airport as a condition to receiving federal funds, the granting of rights or privileges to engage in Commercial or Non-Commercial Aeronautical Activities shall not be construed in any manner as affording any entity any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

1. The presence on the Airport of only one entity engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Airport not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Airport should neither expect nor request that the Airport exclude other entities who also desire to engage in the same or similar Activities.
 - a. The opportunity to engage in an Activity shall be made available to those entities fully complying with the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity.
2. If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

316 Payment of Rents, Fees, and Charges

- A. Entity shall pay the required rents, fees, or other charges specified by the Airport for engaging in Activities.
- B. Entity's failure to remain Current in the payment of required rents, fees, charges, and other sums due and owing the Airport shall be grounds for suspension or termination of entity's Agreement authorizing the conduct of Activities at the Airport.
 1. The Airport may, at its option, enforce payment of any required rent, fee, charge, or other sums due and owing to the Airport by any legal means available to the Airport.

317 Leased Premises

- A. Unless specifically exempted elsewhere in these Minimum Standards, entity shall lease or sublease sufficient Contiguous Land and/or lease, sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.
 1. Improvements shall fully comply with all applicable Regulatory Measures including, but not limited to, Certificate of Occupancy, fire code, drainage, building and other setbacks, and Vehicle parking.
 2. Construction of any Improvements must be approved in advance by the Airport, in accordance with the Airport's requirements, and any Agency having jurisdiction.
 3. Leased Premises that are used for purposes that require public access shall have direct Landside access.
- B. Contiguous Land
 1. Unless specifically exempted under these Minimum Standards all required Improvements including, but not limited to, Apron, Paved Tiedowns, facilities (e.g., terminal building, Hangar, office, shop, etc.), and Vehicle parking shall be located on Contiguous Land.
 2. Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, in accordance with Lessee's Application.

- C. Apron and Paved Tiedowns
 - 1. Aprons and Paved Tiedowns, if required, shall be:
 - a. Contiguous and separated by no more than a Taxilane to allow taxi or tow of Aircraft without crossing a Taxiway or public roadway,
 - b. Of adequate size and weight bearing capacity with appropriate turning radius and obstruction clearances as prescribed by the appropriate FAA Advisory Circular to accommodate the movement, staging, and parking of the largest Aircraft currently utilizing and/or anticipated to utilize the Lease Premises,
 - c. Based on FAA Design Standards - any deviation from design standards shall be reviewed and must be approved by the Airport.
- D. Vehicle Parking
 - 1. Paved Vehicle public parking shall be sufficient to accommodate all Vehicles currently utilizing or anticipated to utilize the Leased Premises on a regular basis.
 - 2. Paved Vehicle public parking shall be on the Leased Premises and located in close proximity to entity's primary facility.
 - 3. On-street Vehicle parking is not permitted.

318 Facility Maintenance

- A. Unless otherwise noted in this document or separate agreement, the Operator at its sole cost and expense, shall:
 - 1. Maintain the Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and security improvements) in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements on the Airport, normal wear and tear excepted,
 - 2. Provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, snow removal and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted,
 - 3. Replace, in like kind, or in the Airport's sole discretion, reimburse the Airport for any Property damaged by the Operator, its activities, Sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

319 Licenses, Permits, Certifications, and Ratings

- A. Operator shall obtain and require that employees obtain, at Operator's or employee's sole cost and expense, and fully comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by the Airport or any other duly authorized Agency having jurisdiction prior to engaging in any Activity at the Airport.
 - 1. As required by the Airport or any other duly authorized Agency having jurisdiction, Operator shall keep in effect all required licenses, permits, certifications, or ratings and make such documents available to the Airport upon request.

320 Security

- A. Operator shall fully comply with the Airport's security requirements, best practices and Regulatory Measures as applicable to the Leased Premises and Activities.
- B. Operator shall designate a Signature Authority for the coordination of all security procedures and communications and provide point-of-contact information to the Airport including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

321 Insurance

- A. Operator shall procure, maintain, and pay all premiums for the insurance coverages and amounts required by the Airport for each Activity conducted throughout the term of its Airport Agreement or Permit (the minimum insurance requirements are listed below in section E). The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Iowa or be approved in writing by the Airport.
 - 1. The City reserves the right to require more or different types of insurance coverage based on Operator's individual risks or exposures.
- B. All liability insurance, which Operator is required to carry and keep in full force and effect, shall name the City and the Airport, individually and collectively, and their commissioners, directors, officers, Employees, agents, and volunteers as additional insured.
- C. No insurance policy may be cancelled, materially revised, or non-renewed without at least 30 calendar days prior written notice being given to the City. Insurance must be maintained without any lapse in coverage during the Airport Agreement or Permit.
- D. When an Operator engages in more than one Aeronautical Activity, the minimum coverages and amounts shall be established by the City and may vary depending upon the nature of each Aeronautical Activity or combination of Aeronautical Activities, but shall not necessarily be cumulative.
- E. The following shall be established as minimum coverage:
 - 1. Commercial Aircraft Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000
 - Bodily Injury (Each Passenger) \$100,000
 - 2. Comprehensive Commercial Aviation General Liability and Comprehensive Property Damage Including Vehicular
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000
 - 3. Hangar Keepers Liability \$2,000,000 each aircraft/accident
 - 4. Products Liability \$1,000,000 each accident
 - 5. Student and Renters Liability
 - \$1,000,000 each accident
 - \$100,000 Student/Renter Liability

6. Leased Premises Liability \$1,000,000

In addition, the Owner requires the Operator to include the Owner and agents as specified as an additional insured and stipulates the Operator hold harmless the Owner and agents as specified in all action against it.

322 Multiple Aeronautical Activities

- A. When an Operator is engaging in Activities in more than one of the categories designated herein at the Airport, the Minimum Standards or requirements for the Operator shall be established by the Airport.
- B. The Minimum Standards or requirements for the combined categories shall not be:
 - 1. Less than the highest standard or requirement for each element (e.g., land, Hangar, office, shop, etc.) within the combined categories, or
 - 2. Greater than the cumulative standards or requirements for all of the combined categories.

Part 4 Commercial Requirements

401 Introduction

- A. In addition to complying with all General Requirements specified in Section 1.3: General Requirements of these Minimum Standards, all Commercial Operators are also required to comply with the minimum standards outlined in Section 1.4: Commercial Requirements.

402 Experience/Capability

- A. All Commercial Operators shall demonstrate prior to issuance of a permit, and upon request during the term of their Agreement, the capability of consistently providing the required products, services, and facilities in a safe, secure and professional manner.

403 Products, Services, and Facilities

- A. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- B. Commercial Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility offered.
- C. Commercial Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner.
- D. Commercial Operator shall respond to all customer complaints in a timely manner.

404 Employees

- A. Commercial Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Commercial Operator's Activities.
- B. Commercial Operator shall have in its employee, on duty, and immediately available during hours of activity, properly trained, qualified, and courteous employees in such numbers as are required to fully comply with these Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Commercial Operator.
- C. Commercial Operators who prefer to contract with individuals to staff certain Activities may do so provided that the Commercial Operator and the contract employee meet or exceed all requirements of these Minimum Standards and comply with all Regulatory Measures.

405 Aircraft, Equipment, and Vehicles

- A. All required Aircraft, Equipment, and Vehicles must be fully operational and available at all times and capable of providing all required products and services in a manner consistent with intended use.
 - 1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as the appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

406 Hours of Activity

- A. Commercial Operator's services shall be offered during hours that meet the reasonable demand of customers for the Activity.
- B. Commercial Operator hours of activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage (not required for Mobile Maintenance Services Operator).

407 Taxes

- A. Each Commercial Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to Operator's Leased Premises and/or Operator's Aeronautical Activities at the Airport.

Article 2 – General Aviation Aeronautical Activities

Part 1 General Aviation Operator Permit

101 Introduction

- A. Any entity engaging in General Aviation Aeronautical Activities governed by these Minimum Standards is required to hold a General Aviation Operator Permit (Permit).

102 Application

- A. Prior to engaging in any governed Aeronautical Activity at the Airport, an Application must be submitted and a GA Operator Permit issued.
- B. Applicant shall submit all of the information required on the Application and thereafter shall submit any additional information or data requested by the Airport in order to fully evaluate the proposed Activity.
- C. Following review and approval by the Airport and subject to the applicant fully complying with all requirements, a General Aviation Operator Permit will be issued by the Airport.
- D. Prior to changing or expanding permitted Activities or engaging in any new Activity, Operator shall complete and submit an Application to, and receive a new or revised General Aviation Operator Permit from the Airport.

103 Approved General Aviation Operator Permit

- A. The General Aviation Operator Permit will serve as written authorization for an Operator to engage in one or more specific Aeronautical Activities at the Marshalltown Municipal Airport. These Minimum Standards will be incorporated into each General Aviation Operator Permit by reference, and shall govern all Activities authorized under said Permit unless a specific variance or exemption is granted in writing by the Airport.
- B. The General Aviation Operator Permit will be valid for the time period indicated on the face of the Permit as long as Operator meets the following requirements:
 - 1. The information submitted by Operator is and remains current. Operator shall notify the Airport in writing within 10 business days of any change to the information submitted by Operator.
 - 2. Operator remains in full compliance with all applicable Regulatory Measures and the terms and conditions of the General Aviation Operator Permit.
- C. The General Aviation Operator Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the Permit.

Part 2 Full Service Fixed Base Operator (FSFBO)

201 Introduction

- A. A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in the sale of the following products and services:
 - 1. The renting or subleasing of facilities to Aircraft Operators,
 - 2. The sale of Aviation fuels (Jet Fuel and Avgas) and Aircraft lubricants at any authorized location on the Airport,
 - 3. The provisions for Passenger, crew, and Aircraft ground services, support, and amenities,
 - 4. Aircraft parking, Hangar, office, and shop,
 - 5. Aircraft Maintenance (see Section 1.2.202A5) service, and
 - 6. Two of the three following additional Activities:
 - a. Avionics Instruments Services,
 - b. Aircraft Rental Services and/or Flight Training Services, or,
 - c. Aircraft Management and/or Charter Services.
 - d. Aerial Tours
- B. FSFBO can meet the requirements in 5 and 6 above with their staff and equipment or by arrangement with an authorized Operator who meets the Minimum Standards for the Activity category and operates at the Airport.
- C. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each FSFBO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

202 Scope of Activity

- A. FSFBO's products and services shall include the following:
 - 1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants with:
 - a. Fuel delivery and dispensing, upon request, into any General Aviation Aircraft using the Airport,
 - b. The ability to deliver and dispense, upon request, Jet Fuel, Avgas, and lubricants into any Air Carrier and government aircraft using the Airport,
 - c. A response time of no more than 15 minutes from the time of the customer's request (not applicable outside of required hours of activity or in circumstances that are beyond the control of FSFBO).
 - 2. Passenger and crew services including:
 - a. Courtesy transportation for passengers, crew, and baggage,
 - b. Baggage handling and other related Aircraft arrival and departure services,
 - c. The ability to make crew and passenger ground transportation (e.g., limousine, shuttle, rental car, etc.) and accommodation (e.g., hotel or motel) arrangements,
 - d. The ability to make Aircraft catering arrangements.
 - 3. Aircraft ground service, support, and amenities to include:
 - a. Meeting, directing and parking of all Aircraft arriving on FSFBO's owned, leased, or managed Apron with the exception of Aircraft having a designated parking (Tiedown or Hangar) space during normal hours of operation,
 - b. Parking and Tiedown of Aircraft upon the FSFBO's owned, leased, or managed Apron,

- c. Hangar storage of Aircraft upon the FSFBO's Leased Premises, to include in-out (Aircraft towing) service,
 - d. The ability to provide Aircraft ground power service (AC and DC),
 - e. Basic Aircraft interior cleaning services,
 - f. Oxygen, nitrogen, and compressed air services (directly or indirectly through arrangement with an authorized Operator).
- 4. Aircraft Storage Service
 - a. FSFBO shall develop, own, and/or lease facilities for the purpose of Subleasing to the public, Aircraft storage facilities and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.
 - 5. Aircraft Maintenance Services, FSFBO shall:
 - a. Provide Aircraft Maintenance services for Piston and Turboprop Aircraft,
 - b. Provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft,
 - c. FSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for Fixed Maintenance Services Operator (Section 1.2.4) and/or Mobile Maintenance Services Operator (Section 1.2.5).

203 Leased Premises

- A. FSFBO shall have adequate land and Improvements to accommodate all Activities of the FSFBO and all approved Sublessees, but not less than the following:
 - 1. Contiguous Land - four acres (174,240 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
 - 2. Apron - shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Airport Manager), but shall not be less than 30% of leased area and shall be located immediately adjacent to FSFBO's primary facility.
 - 3. Terminal Building - 4,000 square feet Customer area shall include adequate space for customer and crew lounge(s), flight planning room, kitchen and vending, conference room, public use telephones, and public restrooms and shall be in accordance with Operator's Application. Administration area shall include adequate space for employee offices, work areas, and storage and shall be in accordance with Operator's Application.
 - 4. Aircraft storage - 10,800 square feet of fully enclosed Hangar space in accordance with Operator's Application.

204 Fuel Storage

- A. FSFBO shall own or lease and operate a Fuel Storage facility in a location approved by the Airport.
- B. In no event shall the total storage capacity be less than:
 - 1. 10,000 gallons for Jet Fuel storage,
 - 2. 8,000 gallons for Avgas storage,
 - 3. FSFBO shall have adequate and proper storage for waste Fuel or test samples or the capability to recycle same.
- C. FSFBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- D. FSFBO shall establish and maintain a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for FSFBO's Fuel Storage Facilities and Activities. An updated copy of the SPCC Plan shall be provided to the Airport at any time upon request or at least 30 calendar days prior to any scheduled changes in operations.
- E. FSFBO's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those related to Fuel spills and fires. FSFBO's SOP shall be provided to the Airport upon request.
- F. Fuel delivered, stored, or dispensed by FSFBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FSFBO.
- G. Fuel storage facility shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
 - 1. Federal Aviation Administration, all applicable Advisory Circulars (AC)
 - 2. Fuel Branding requirements
 - 3. Pertinent Fire Codes.

205 Fueling Reports

- A. On or before the 10th calendar day of each month, FSFBO shall provide a summary report to the City identifying the number of gallons of aviation Fuel purchased by FSFBO in the previous month and pay the appropriate fuel flowage fee to the City.
- B. FSFBO shall at all times, maintain books and records for a period not less than 3 years. The City shall have the right, through its representatives and at reasonable times, to inspect, examine, and audit all books, records and fuel meters within five (5) days of receipt of notice by City to conduct such audit. All such books and records will be made available to the City for at least three years following any month when fuel was dispensed or purchased. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to FSFBO and the amount of fuel dispensed by FSFBO, the greater amount shall prevail and the FSFBO shall promptly pay all additional fees due and owing

the City, including interest on the unpaid balance at a rate established by the City; not to exceed the maximum allowable by law.

206 Refueling Vehicles and Equipment

- A. FSBO Shall own one Jet A Refueling vehicle equipped with metering devices that meet all applicable Regulatory Measures.
- B. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
 - 1. Federal Aviation Administration, all applicable Advisory Circulars (AC)
 - 2. Fuel Branding requirements
 - 3. Pertinent Fire Codes

207 Other Vehicles and Equipment

- A. FSFBO shall own (or be able to use through arrangement) the following ground support Equipment:
 - 1. One Courtesy Vehicle capable of accommodating 6 passengers ,
 - 2. One Aircraft towing Vehicle (and tow bars/heads) having a rated draw bar capacity sufficient to meet the towing requirement of the most common General Aviation Aircraft normally frequenting the Airport,
 - 3. Adequate wheel chocks for Aircraft parking in open Apron areas and Equipment for securing Aircraft,
 - 4. Aircraft Tiedowns, FSFBO shall have ropes, chains, and/or other types of Aircraft restraining devices which are required to safely secure Aircraft as described in AC 20-35C,
 - 5. Fire extinguishing units, in an adequate number and type to meet all Regulatory Measures, in all Hangars, on all Apron areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles.

208 Hours of Activity

- A. FSFBO services shall be continuously offered and available between the hours of 8:00 a.m. and 5:00 p.m. to meet the reasonable demands of customers, 7 days a week excluding holidays.
 - 1. These services shall be available at all other times, on-call, with response time not to exceed one hour.

209 Employees

- A. FSFBO shall have at least one line service technician on each shift to provide Aircraft Fueling, parking, and ground servicing and support.
- B. All line service technicians shall be properly trained and qualified to provide the services required.

- C. FSFBO shall have at least one properly trained and qualified customer service representative on each shift to provide customer service and support (line service technician or supervisor can fulfill this responsibility if needed).

210 Licenses and Certification

- A. FSFBO shall comply with all aviation fuel fire safety training requirements as specified in their branding protocol and local fire code.

211 Aircraft Removal

- A. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, FSFBO shall cooperate if a request is made by the City or the Aircraft Owner/Operator in order to maintain the operational readiness of the Airport.

Part 3 Fixed Maintenance Services Operator (FMSO)

301 Introduction

- A. A Fixed Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each FMSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

302 Leased Premises

- A. Operator engaging in this activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.
- B. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
- C. Facilities shall include customer/administrative, shop, and Hangar areas.
 - 1. Customer/administrative area shall be a minimum of 800 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 3. Hangar area shall be able to accommodate the largest aircraft being serviced, no less than 4,800'.
 - 4. Drainage system for containment of solvents, chemicals, oils and fuels.
 - 5. Aircraft grounding plugs in the floor.
 - 6. Eye wash station.
 - 7. Fire extinguishers in each area specified above and no less than 2 in the hangar.

303 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

304 Maintenance Activities Involving Air Carrier Aircraft

- A. Air Carrier employees or entities that are under contract with an Air Carrier are not required to obtain a permit under Section 1.2.4 or Section 1.2.5 provided that they do not make their services available to other non Air Carrier users of the Airport.

Part 4 Mobile Maintenance Services Operator (MMSO)

401 Introduction

- A. A Mobile Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components on the Airport subject to the following limitations:
 - 1. Limitations
 - a. MMSO may only provide Aircraft Maintenance to Based Aircraft.
 - b. MMSO shall not provide service to Transient Aircraft unless under contract to FSFBO, or FMSO or tenant meeting Part 1.2.3.302C(3)(4)(5)(6)(7)
 - c. MMSO shall not solicit business from Transient Aircraft at any time.
 - d. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each MMSO shall fully comply with the following Minimum Standards set forth in this section.
 - e. MMSO, with sole purpose of inspection not involving repair or servicing and meeting requirements in Section 1.1.3 and 1.1.4, shall be exempt from Section 1.2.3.302.

402 Authorization and Restrictions

- A. A MMSO must have written approval from the Primary Lessee if the area where maintenance is to be performed is within a leased premise, or from the City if outside of a leased premise. The written approval must be signed by an authorized representative of the Primary Lessee or the Airport and include any conditions or restrictions placed on the Activity.
- B. Operator shall keep a copy of the approval/restrictions letter together with their GA Operator Permit with them at all times while performing work on the Airport. The Operator will provide the permit and the letter to the Airport upon request.
- C. MMSO Activities must meet the requirement of Section 1.1.319 and all applicable Regulatory Measures.

403 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

404 Maintenance Activities Involving Air Carrier Aircraft

- B. Air Carrier employees or entities that are under contract with an Air Carrier are not required to obtain a permit under Section 1.2.4 or Section 1.2.5 provided that they do not make their services available to other non Air Carrier users of the Airport.

Part 5 Avionics Instrument Services Operator (AISO)

501 Introduction

- A. An Avionics Instrument Services Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each AISO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

502 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include customer/administrative areas and shop.
 - a. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a customer lounge, public use telephone, restrooms, employee offices, work areas, and storage.
 - b. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 3. If Operator is performing services that require a Hangar, facilities shall include Hangar area and accommodate the largest aircraft being serviced.
- B. The requirements of Section 1.2.602A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.

503 Employees

- A. Operator shall employ at least one technician who shall be available during required hours of activity.

504 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

Part 6 Aircraft Rental Services Operator (ARSO) or Flight Training Services Operator (FTSO)

601 Introduction

- A. An Aircraft Rental Services Operator and a Flight Training Services Operator are defined as follows:
 - 1. An Aircraft Rental Services Operator is a Commercial Operator engaged in the rental of Aircraft to the public at (on) the Airport.
 - 2. A Flight Training Services Operator is a Commercial Operator engaged in providing flight instruction to the public at (on) the Airport. A person who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.
- B. An Operator can combine ARSO and FTSO services or provide either one independent from the other.
- C. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each ARSO and FTSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.
- D. ARSO and FTSO shall be a registered entity with the TSA and compliant with TSA regulations and procedures.

602 Leased Premises

- A. Operator engaging in one or both of these Activities shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include adequate space for a customer lounge, public use telephone and restrooms and no less than 1000 sq ft.
 - 3. Classroom must be a minimum of 200 sq ft.
- B. The requirements of Section 1.2.602A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.
- C. Operator engaging in one or both of these Activities who also engages in Aircraft Maintenance shall comply with all applicable Regulatory Measures and have adequate facilities (e.g., Hangar, office, shop, etc.) for such activities:
 - 1. If ARSO/FTSO conducts Aircraft Maintenance on Aircraft owned or leased and operated by the ARSO/FTSO, additional facilities (e.g., Hangar, office, shop, etc.), which shall be in accordance with Regulatory Measures and ARSO/FTSO Application, shall be required.
 - 2. If ARSO/FTSO provides Aircraft Maintenance on other Aircraft, a General Aviation Operator permit for Fixed Maintenance Services or Mobile Maintenance Services Operator must be obtained.

603 Employees

- A. Aircraft Rental Services Operators shall have at least one licensed flight instructor to provide check rides to customers who want to rent aircraft.

- B. Flight Training Services Operators shall have at least one licensed flight instructor with the appropriate ratings and medical certification to provide flight instruction through commercial pilot and instrument rating.

604 Aircraft and Equipment (applies to fixed wing or helicopter)

- A. Flight Training Services Operators shall have at least two properly certified and airworthy Aircraft available for use. All Aircraft available for customer use shall be owned or leased by the Operator.
- B. Flight Training Services Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction. Classroom must be a minimum of 200 sq ft.
- C. Flight Training Services Operator's aircraft shall be appropriately equipped for the courses being taught.

605 Hours of Activity

- A. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.
- B. Operator services shall be available all other times (after hours) by prior arrangement.

606 Insurance Disclosure Requirement

- A. Operator shall post a notice and incorporate within the rental and instruction agreements identifying the insurance coverages available to such renter or student through the purchase of an individual non-ownership liability policy. Upon request, Operator shall provide a copy of such notice to the Airport.
- B. Operator shall comply with Section 1.1.3.321.E(1)(2)(5).

Part 7 Aircraft Management Services Operator (AMSO) or Aircraft Charter Services Operator (ACSO)

701 Introduction

- A. An Aircraft Management Services Operator and an Aircraft Charter Services Operator are defined as follows:
 - 1. An Aircraft Management Services Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public on the Airport.
 - 2. An Aircraft Charter Services Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each AMSO and ACSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

702 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include adequate space for a customer lounge, public use telephone and restrooms and be no less than 1000 sq ft.
- B. The requirements of Section 1.2.702A2 may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.
- C. Operator engaging in this Activity who also engages in Aircraft Maintenance shall comply with the following:
 - 1. If AMSO/ACSO conducts Aircraft Maintenance on Aircraft owned or leased and operated by the AMSO/ACSO , additional facilities (e.g., Hangar, office, shop, etc.), which shall be in accordance with Regulatory Measures and AMSO/ACSO Application, shall be required.
 - 2. If AMSO/ACSO provides Aircraft Maintenance on other Aircraft, a General Aviation Operator permit for Fixed Maintenance Services or Mobile Maintenance Services Operator must be obtained.

703 Aircraft and Equipment

- A. Aircraft Charter Services Operator shall provide at least one certified and continuously airworthy Aircraft that is either owned or under a written lease to the Operator.
- B. Aircraft Charter Services Operator Aircraft (other than helicopters restricted to Visual Flight Rule operations) shall be equipped for and fully capable of flight under instrument conditions.

704 Hours of Activity

- A. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.
- B. Aircraft Charter Services Operator shall be able to initiate a flight within four hours of a prospective customer's inquiry or as soon as crew duty day, flight hour requirements and crew limitations will allow - notwithstanding circumstances beyond Operator's control.

Part 8 Aircraft Storage Services Operator (ASTO)

801 Introduction

- A. An Aircraft Storage Services Operator is a Commercial Operator that owns or leases an Aircraft storage facility and/or associated office or shop space on the Airport and leases such space to another entity.
Note: Entities that lease facilities exclusively for a term of a year or more are exempt from the requirements of this section.
- B. In addition to fully complying with the requirements set forth in Section 1.1.3 and Section 1.1.4, each ASTO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

802 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include Aircraft storage which shall be a minimum of 10,800 square feet of fully enclosed Hangar space.

803 Hours of Activity

- A. Operator shall ensure that facilities are available for use (and readily accessible) 24 hours a day, 7 days a week including holidays.

Part 9 Other Aeronautical Services Operator (OASO)

901 Introduction

- A. This section pertains to miscellaneous Aeronautical Services that do not fall into categories defined elsewhere in this Minimum Standards Program. Minimum Standards for these Activities are established by the Airport on a case by case basis and are permitted through this section. Examples of such activities are listed below:
 - 1. Limited Aircraft services and support (interior cleaning, washing, propeller repair, etc.),
 - 2. Sightseeing flights within a 25 statute mile radius of the Airport,
 - 3. Aerial photography or survey flights.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, an OASO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

902 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the Airport, to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall be adequate for the permitted Activity.
- B. The requirements of Section 1.2.902A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.

903 Employees

- A. Operator shall provide a sufficient number of employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.

904 Aircraft, Vehicles, and Equipment

- A. Operator shall either own or lease a sufficient number of Aircraft, Vehicles and/or Equipment for the permitted Activity.
- B. Operator shall have sufficient materials and/or supplies available to support the Activity.

905 Hours of Activity

- A. Operator services shall be available to meet the reasonable demands of customers for the Activity.

Part 10 Temporary Specialized Aviation Services Operator (TSASO)

1001 Introduction

- A. When a service is required but is not available at the Airport through existing Operators, or a new service is proposed and the Airport agrees to allow a pioneering period to evaluate it, the Airport may issue a temporary permit for said activity.

1002 General

- A. TSASO permits will be issued for a specific period of time, typically no more than 30 calendar days.
- B. A TSASO shall fully comply with all requirements for the permitted Activity and limit the service provided to the entity, area, and time period identified in the Permit.
- C. A TSASO shall comply with the General Requirements in Section 1.1.3 and Section 1.1.4. Any requirements that are not applicable to the proposed TSASO will be listed by the Airport on the Permit.

Part 11 Aerial Applicator Services Operator (AASO) and Mobile Aerial Applicators Services Operators (MAASO)

1101 Introduction

- A. This section pertains to Aerial Applicator Services Operator (AASO), based and Mobile Aerial Applicators Services Operator (MAASO).
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, a MASO and MAASO at the Airport shall fully comply with the following Minimum Standards set forth in this section as well as all regulatory agencies having jurisdiction.

1102 Leased Premises

- A. Operator engaging in this Activity wishing to base for longer than 60 days, shall have adequate land and Improvements, as appropriate and as agreed to by the Airport, to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall be adequate for the permitted Activity.
- B. The requirements of Section 1.2.1102A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.

1103 Employees

- A. Operator shall provide a sufficient number of employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.
- B. All employees shall meet the requirements as specified by the Iowa Department of Agriculture and Land Stewardship as well as all regulatory agencies having jurisdiction.

1104 Aircraft, Vehicles, and Equipment

- A. Operator shall either own or lease a sufficient number of Aircraft, Vehicles and/or Equipment for the permitted Activity.
- B. Operator's Vehicles and/or Equipment shall be operated from the area as designated by the Airport Manager.
- C. At no time will chemicals, bulk, mixed or otherwise, be left unsecured or unattended.

1105 Hours of Activity

- A. Operators services shall be available to meet the reasonable demands of customers for the Activity. Airport Management reserves the right to limit Operations of Mobile Aerial Applicator Operators due to space or traffic safety concerns or special aviation events.

1106 Fees

- A. \$500

1107 Bond

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Marshalltown Central Business District,
Inc.)

422742-47

Marshalltown, Iowa

November 8, 2021

The City Council of the City of Marshalltown, Iowa, met on November 8, 2021, at _____ o'clock, __.m., at the _____, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Marshalltown Central Business District, Inc. for Main Street Program

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Marshalltown Central Business District, Inc. (“MCBD”) in connection with MCBD’s operations in the Urban Renewal Area and the undertaking of certain economic development initiatives being undertaken therein, including the administration of the Main Street Program; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Developer in the form of economic development incremental property tax payments in an amount not to exceed \$40,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 22, 2021, at _____ o’clock _____.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT,
INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS

The City Council of the City of Marshalltown, Iowa, will meet at the _____, on November 22, 2021, at _____ o'clock ____m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the "Agreement") between the City and Marshalltown Central Business District, Inc. ("MCBD") in connection with MCBD's operations in the Marshalltown Urban Renewal Area No. 4 (the "Urban Renewal Area") and the undertaking of certain economic development initiatives being undertaken therein, including the administration of the Main Street Program. The Agreement provides for certain financial incentives in the form of economic development incremental property tax payments to the Developer in a total amount not exceeding \$40,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Developer under the Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 8, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



November 2, 2021

Via Email

Jessica Kinser
City Administrator/City Hall
Marshalltown, IA

Re: Development Agreement (Marshalltown Central Business District, Inc.)
Our File No. 422742-47

Dear Jessica:

Attached please find proceedings to enable the City Council to act on November 8th to set November 22nd as the date for a public hearing on the proposed Development Agreement with Marshalltown Central Business District, Inc.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can be effectively published is November 18, 2021. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution, and please email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the November 22nd meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Steiner
Alicia Hunter

MCBD OPERATIONS AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District (“MCBD”) as of _____, 2021.

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

WHEREAS, MCB D and the City have entered into an agreement with the Iowa Economic Development Authority for the purpose of establishing and maintaining a Main Street Program in the Urban Renewal Area (the “Main Street Agreement”); and

WHEREAS, under the Main Street Agreement, MCB D is required to perform certain activities, including business development and retention; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City has amended the urban renewal plan for the Urban Renewal Area to authorize the use incremental property tax revenues for the support of the activities of MCB D; and

WHEREAS, it is the intent of the City and MCB D that this Agreement should set out the understanding of the parties for the period of time beginning July 1, 2022 and ending June 30, 2023 (“Fiscal Year 2023-23”);

NOW THEREFORE, the parties hereto agree as follows:

1. MCB D agrees that it will continue to maintain the Main Street Program in accordance with the Main Street Agreement and that it will promote business development and retention in the Urban Renewal Area.

2. The City agrees that it will provide economic development incremental property tax payments in the amount of \$40,000 to MCB D for the Fiscal Year 2022-23 for the purposes of supporting the activities of MCB D under the Main Street Agreement and for continuing operations of MCB D, to be funded from incremental property tax revenues generated in the Urban Renewal Area.

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

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

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

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MARSHALLTOWN CENTRAL
BUSINESS DISTRICT

By: _____

Name: _____

Title: _____

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Marshalltown Central Business District,
Inc.)

422742-47

Marshalltown, Iowa

November 8, 2021

The City Council of the City of Marshalltown, Iowa, met on November 8, 2021, at _____ o'clock, __.m., at the _____, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Marshalltown Central Business District, Inc. for Façade Improvement Program

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Marshalltown Central Business District, Inc. (“MCBD”) in connection with the administration by MCBD of a façade improvement and code compliance program in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Developer in the form of economic development incremental property tax payments in an amount not to exceed \$50,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 22, 2021, at _____ o’clock _____.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT,
INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS

The City Council of the City of Marshalltown, Iowa, will meet at the _____, on November 22, 2021, at _____ o'clock ____m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the "Agreement") between the City and Marshalltown Central Business District, Inc. ("MCBD") in connection with the administration by MCBD of a façade improvement and code compliance program in the Marshalltown Urban Renewal Area No. 4 (the "Urban Renewal Area"). The Agreement provides for certain financial incentives in the form of economic development incremental property tax payments to the Developer in a total amount not exceeding \$50,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Developer under the Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 8, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

November 2, 2021

Via Email

Jessica Kinser
City Administrator/City Hall
Marshalltown, IA

Re: Development Agreement (Marshalltown Central Business District, Inc.)
Our File No. 422742-47

Dear Jessica:

Attached please find proceedings to enable the City Council to act on November 8th to set November 22nd as the date for a public hearing on the proposed Development Agreement with Marshalltown Central Business District, Inc.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can be effectively published is November 18, 2021. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution, and please email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the November 22nd meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Steiner
Alicia Hunter

FAÇADE IMPROVEMENTS AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District (“MCBD”) as of _____, 2021.

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

WHEREAS, MCBD and the City have entered into an agreement with the Iowa Economic Development Authority for the purpose of establishing and maintaining a Main Street Program in the Urban Renewal Area that includes a project under which the City provides grants to owners of buildings in the Urban Renewal Area for the purpose of improving building facades (the “Façade Improvements Program”); and

WHEREAS, the Façade Improvements Program has been administered by MCBD; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City has amended the urban renewal plan for the Urban Renewal Area to authorize the use incremental property tax revenues for the support of the Façade Improvement Program; and

WHEREAS, it is the intent of the City and MCBD that this Agreement should set out the understanding of the parties for the period of time beginning July 1, 2022 and ending June 30, 2023 (“Fiscal Year 2022-23”);

NOW THEREFORE, the parties hereto agree as follows:

1. MCBD agrees that will continue to administer the Façade Improvements Program under the direction of the City.

2. The City agrees that it will provide not to exceed \$50,000 in economic development incremental property tax payments to property owners under the Façade Improvement Program for the Fiscal Year 2022-23, to be funded from incremental property tax revenues generated in the Urban Renewal Area.

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

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

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

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MARSHALLTOWN CENTRAL
BUSINESS DISTRICT

By: _____

Name: _____

Title: _____

**RESOLUTION APPROVING THE ALLOCATION OF \$80,000 IN TAX INCREMENT
FINANCING TO FUND THE INCENTIVE GRANT FUND**

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

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

WHEREAS, the City has an approved an agreement with Marshalltown Central Business District (“MCBD”) (the “FY 2021-22Agreement”), pursuant to which MCBD would undertake activities in the Urban Renewal Area related to the Main Street Program and the Façade Improvement and Code Compliance programs, also known as the Incentive Grant Program (the “MCBD Project”) and the City would provide payments to MCBD related to the Main Street Program; and

WHEREAS, the Marshalltown Central Business District has requested additional funding of \$80,000 to help meet anticipated project applications to the incentive grant program;

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

Section 1. The incentive grant program shall be allocated an additional \$80,000 in fiscal year 2022.

Section 2. All payments by the City shall be made from incremental property tax revenues on-hand within the Urban Renewal Area and shall not be general obligations of the City.

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

Passed this 8th day of November, 2021, and signed this _____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

City Council
Marshalltown, IA

Dear Councilors,

The Façade Improvement Program and Code Building Upgrade Grant Program are an important source of incentives for building owners in the Central Business District to make improvements that contribute to the beauty, utilization, and vibrancy of the historic buildings that make up our downtown. The funding for these programs comes from the City of Marshalltown, and the grant program is administered by the Marshalltown Central Business District and the Incentive Grant committee. The past two years have seen substantial increases in utilization of this program as our downtown building owners continue to rebuild from disasters and our downtown landscape continues to evolve. In just the last two years, the incentive grant programs have provided \$154,000 to building owners for improvement projects and encouraged \$728,000 in total investment in our downtown. These investments ensure that our downtown stays beautiful and inviting while preserving the character that our community loves about our historic buildings.

The current funding available for grants stands at \$54,305. There are three project requests pending with immediate needs that would have a major impact on the revitalization of our downtown. For only the three projects summarized below, the total amount requested will be \$131,500. Based on current requests outstanding and anticipated participation in this program for the coming year, the MCBBD suggests that the City provide immediate additional funding for the incentive grant program of \$80,000 and additional funding of \$50,000 for the fiscal year beginning in July 2022. The hard work of rebuilding our downtown community depends on strong partnerships between public support and private investment, and these programs are an important part of that partnership. On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Willard's Building	Hopkins Building	Gildner's Building
North Façade \$12,500	North Façade \$12,500	South Façade \$12,500
East Façade \$8,500	South Façade \$8,500	City Code \$20,000
West Façade \$8,500	City Code \$20,000	
South Façade \$8,500		
City Code \$20,000		
- Total Amount \$58,000	- Total Amount \$41,000	- Total Amount \$32,500

Regards,

Nate McCormick
President
Marshalltown Central Business District

**RESOLUTION ORDERING CONSTRUCTION OF THE PHASE II SIDEWALK GAP
YEAR 2 PROJECT SDW20002, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND
DIRECTING PUBLICATION OF NOTICE TO BIDDERS**

WHEREAS, there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the Sidewalk Gap Year 2 Project No. SDW20002, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No SDW20002, and

WHEREAS, the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS, it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the Phase II Sidewalk Gap Year 2 Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SDW20002, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a Sidewalk Gap Year 2 Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on November 22, 2021, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on December 7, 2021. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on December 13, 2021, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 8th day of November, 2021, and signed this _____ day of November 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. 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

November 3, 2021

To: Mayor Joel Greer
Members of the City Council

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

Re: Order Construction – Marshalltown Sidewalk Gaps – Year 2, Project No. SDW20002.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Marshalltown Sidewalk Gaps – Year 2.

Background: Division I construction includes sidewalk improvements along E South Street from S 7th Avenue to S 12th Avenue for the Anson School area. Division II construction includes sidewalk improvements along S 4th Street from Sunset Ln to Meadow Ln and Pleasantview Rd from S 4th Street to Bryngelson Drive for the Fisher School area. The estimated costs for the improvements is \$553,000.

Budget Impact: This project will be funded with remaining GO Bond Funds.

Attachment: None

cc: Jessica Kinser, City Administrator

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



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

MARSHALLTOWN SIDEWALK GAPS – YEAR 2

PROJECT NO. SDW-20-002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE MARSHALLTOWN SIDEWALK GAPS - YEAR 2 PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A **public hearing** will be held at **5:30 p.m.** local time on the **22nd day of November, 2021** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under project number SDW-20002, the Marshalltown Sidewalk Gaps - Year 2 Project. The project is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, **will be received at the City Clerk's Office** located at 24 N. Center Street, Marshalltown, IA **until 10:00 a.m.** local time, on the **7th day of December, 2021** for the construction of the Marshalltown Sidewalk Gaps - Year 2 Project as described in the plans and specifications for Project No. SDW-20002, and which will be opened, read, and tabulated by the City Engineer or her designate via a Go To meeting at that time. A link to the Go To meeting will be available on the Marshalltown Bidding website, listed herein. Bids will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers at 5:30 p.m. on the 13th day of December, 2021 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the Marshalltown Sidewalk Gaps - Year 2 Project in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. SDW-20002.

The project has two Divisions that will be awarded independently:

Division I includes the following:

873 SY of PCC Sidewalk, 421 SY of PCC Driveway, 53 CY of Combined PCC Retaining Wall / Sidewalk, Tree Removal, Stump Grinding, Construction Survey, Pedestrian Crossing Signage, Seeding, and miscellaneous appurtenant work usually associated with a sidewalk improvement project.

Division II includes the following:

787 SY of PCC Sidewalk, 304 SY of PCC Driveway, Tree Removal, Construction Survey, Seeding, and miscellaneous appurtenant work usually associated with a sidewalk improvement project.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. SDW-20002 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at

<https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid (of the sum of both Divisions if bidding on both), drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 8th day of November, 2021.

Owner:	<u>City of Marshalltown</u>
By:	<u>Alicia Hunter</u>
Title:	<u>City Clerk</u>

OPINION OF PROBABLE COST

Marshalltown Sidewalk Gaps - Year 2

Division II: Fisher School Gap (S 4th St from Sunset Ln to Meadow Ln & Pleasantview Rd from S 4th St to Bryngelson Dr)

Marshalltown, Iowa - 2021



ITEM NO.	DESCRIPTION	UNIT COST	UNIT	DIVISION II: QUANTITY	DIVISION II: EXTENSION
1	Mobilization	\$16,798.00	LS	1	\$16,798.00
2	Temporary Traffic Control	\$4,800.00	LS	1	\$4,800.00
3	Construction Survey	\$4,800.00	LS	1	\$4,800.00
4	Monument Preservation Certificate	\$1,400.00	LS	1	\$1,400.00
5	Earthwork, Class 13	\$35.00	CY	351	\$12,285.00
6	~ not used ~	-	LS	-	
7	Tree Removal	\$2,400.00	LS	1	\$2,400.00
8	Removal of Sidewalk	\$15.00	SY	110	\$1,650.00
9	Removal of Driveway or Pavement	\$18.00	SY	349	\$6,282.00
10	Removals, As Per Plan	\$800.00	LS	1	\$800.00
11	~ not used ~	-	LS	-	
12	Compaction Testing	\$3,000.00	LS	1	\$3,000.00
13	Subgrade Preparation, 6"	\$5.00	SY	1260	\$6,300.00
14	Granular Subbase, 4"	\$9.00	SY	935	\$8,415.00
15	Granular Subbase, 6"	\$11.00	SY	325	\$3,575.00
16	Sidewalk, Class C, 5" PCC	\$60.00	SY	787	\$47,220.00
17	~ not used ~	-	CY	-	
18	Driveways, Class C, 6" PCC	\$70.00	SY	304	\$21,280.00
19	~ not used ~	-	SY	-	
20	~ not used ~	-	SY	-	
21	Curb and Gutter, 2.5' PCC	\$45.00	LF	211	\$9,495.00
22	Detectable Warnings	\$45.00	SF	150	\$6,750.00
23	~ not used ~	-	EA	-	
24	Water Valve Box Adjustment	\$450.00	EA	4	\$1,800.00
25	Water Service Box Adjustment	\$250.00	EA	5	\$1,250.00
26	Relocate Sump or Drain Outlet	\$750.00	EA	2	\$1,500.00
27	Painted Pavement Markings, Solvent/Waterbourne	\$4,000.00	LS	1	\$4,000.00
28	~ not used ~	-	LS	-	
29	Wattles, Installation	\$3.00	LF	150	\$450.00
30	Wattles, Removal	\$1.00	LF	150	\$150.00
31	Inlet Protection Device, Installation	\$250.00	EA	2	\$500.00
32	Inlet Protection Device, Removal	\$100.00	EA	2	\$200.00
33	~ not used ~	-	SQ	-	
34	Concrete Washout	\$3,000.00	EA	1	\$3,000.00
35	Temporary Seeding and Mulching	\$3,000.00	AC	0.6	\$1,800.00
36	Cleanup, Seeding, Fertilizing, and Mulching for Hydraulic Seeding	\$3,200.00	LS	1	\$3,200.00

Total Engineer's Opinion of Probable Construction Cost	\$175,100.00
Contingencies (~10%)	\$17,900.00
Engineer's Opinion of Total Cost for DIVISION II	\$193,000.00

NOTES: Utility relocations (guy wire, poles, service lines, vaults, etc.) shall be completed by the respective utility companies.

**RESOLUTION TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE
THE CITY CODE UPGRADE GRANT WORK FOR 210 EAST MAIN STREET**

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 upgrading to City code and the Marshalltown Central Business District administers the Code Building Upgrade Grant Program; and

WHEREAS, the Council already approved a grant on November 23, 2020 up to \$19,617.54 on Resolution 2020-317 for code upgrade work at 210 E Main Street, which included sprinkler and electrical upgrades, fire monitoring panel, watermain & sprinkler main shutoff, and self- closing doors; and

WHEREAS, the original application for the code upgrade 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 owners of Deim Holdings LLC, Tom Deimerly and Libby Brown, are requesting a 6-month extension to complete the project as it is taking the contractor longer than expected due to supply chain shortages.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the facade grant until May 23, 2022.

Passed this 8th day of November, 2021, and signed this _____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

City Council
Marshalltown, IA

November 3, 2021

Dear Mayor and Councilors,

I am writing to submit a City Code Upgrade Grant Extension Request, on behalf of Tom Deimerly and Libby Brown, the owners of Deim Holdings LLC, located at 210 E. Main St. Grant applicants are permitted one year to complete work; otherwise an extension is required. City Council approved the City Code grant on November 23rd 2020. The request for additional time to complete the project is due the accessibility of the contractor. As the council is aware, almost all industries are struggling with supply chains, which in turn affects the timeline that contractors can fulfill their project scopes. The Incentive Grant Committee recommends extending the completion date from November 23rd, 2021 to May 23rd, 2022.

There would be no budget impact for this extension as \$19,617.54 was previously approved by council in November of 2020. The total of the project is \$78,470.18, of which the grant pays 25%.

Thank you for your consideration of this extension.

Respectfully,

A handwritten signature in black ink that reads "Deb Millizer". The signature is fluid and cursive, with the first name "Deb" being more prominent than the last name "Millizer".

Deb Millizer
Executive Director
Marshalltown Central Business District

**RESOLUTION TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE
THE FACADE GRANT WORK FOR 118 WEST MAIN STREET**

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 and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Council already approved a grant on November 23, 2020 up to \$1,890.03 on Resolution 2020-316 for facade work at 118 West Main Street, which included storefront rehabilitation (windows and door) and signage, and

WHEREAS, the original application for the facade 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 of Marla's Headliner on Main, Marla Grabenbauer, is requesting a 6-month extension to complete the project due to delays by the contractor to finish the project.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the facade grant until May 23, 2022.

Passed this 8th day of November 2021, and signed this _____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

City Council
Marshalltown, IA

November 3, 2021

Dear Mayor and Councilors,

I am writing to submit a Façade Incentive Grant Extension request, on behalf of Marla Grabenbauer, the owner of Marla's Headliner on Main, located at 118 W Main St. Grant applicants are permitted one year to complete work; otherwise an extension is required. City Council approved the façade grant on November 23rd 2020. The majority of the work to be done to the property is completed, however the contractor needs to return to button up the project with trim, and a few other small details. Marla has been encouraging the contractor to finish the project, however the contractor's schedule is out of her control. The Incentive Grant Committee recommends extending the completion date from November 23rd, 2021 to May 23rd, 2022.

There would be no budget impact for this extension as \$1,890.03 was previously approved by council in November of 2020. The total of the project is \$7,560.15, of which the grant pays 25%.

Thank you for your consideration of this extension.

Respectfully,

A handwritten signature in black ink that reads "Deb Millizer". The signature is written in a cursive, flowing style.

Deb Millizer
Executive Director
Marshalltown Central Business District

**RESOLUTION TO APPROVE A 6-MONTH EXTENSION OF TIME TO COMPLETE
THE FACADE 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 and the Marshalltown Central Business District administers the Façade Improvement Program; and

WHEREAS, the Council already approved a grant on November 23, 2020 up to \$10,163.75 on Resolution 2020-190 for facade work at 32 E Main Street and 8 N. 1st Ave. (SportsPlus and In Stitches), which included storefront rehabilitation, painting of exterior surfaces, and an awning; and

WHEREAS, the original application for the facade 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, a six-month extension until December 22, 2021 was approved by Council on June 14, 2021;

WHEREAS, the owner of BPlus Properties, Scott Carnahan, is requesting a second 6-month extension to complete the project as the awning is taking longer than expected to be constructed.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the facade grant until June 22, 2022.

Passed this 8th day of November, 2021, and signed this ____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

City Council
Marshalltown, IA

November 3, 2021

Dear Mayor and Councilors,

I am writing to submit a Façade Incentive Upgrade Grant Extension Request, on behalf of Scott Carnahan, the owners of Bplus Properties LLC, located at 32. Main St and 8 N. 1st Ave. Grant applicants are permitted one year to complete work; otherwise an extension is required. City Council approved the Facade grant on June 22, 2020. On June 14, 2021 the council approved a six-month extension to complete the project. An additional proactive extension is being requested, as the awning is taking longer than expected to be constructed. The general contractor and the owner of the building are both anxiously waiting for the awning to arrive so it can be installed. The Incentive Grant Committee recommends extending the completion date from December 22nd to June 22, 2022.

There would be no budget impact for this extension as \$10,163.75 was previously approved by council in June of 2020. The total of the project is \$40,655 of which the grant pays 25%.

Thank you for your gracious consideration of this extension.

Respectfully,

A handwritten signature in cursive script that reads "Deb Millizer".

Deb Millizer
Executive Director
Marshalltown Central Business District

MINUTES TO RECEIVE BIDS AND
SELL BONDS

422742-45

Marshalltown, Iowa

November 8, 2021

The City Council of the Marshalltown, Iowa, met on November 8, 2021, at _____
o'clock ____m. at the _____, in the City.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of the City's General Obligation Corporate Purpose Bonds, Series 2021, the Mayor
announced that bids had been received and canvassed on behalf of the City at the time and place
fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in
the minutes, as follows:

Name and Address of Bidder

Final Bid

(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____
introduced the resolution next hereinafter set out and moved its adoption, seconded by Council
Member _____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2021

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system and storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization; and (3) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on September 27, 2021; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking parking lot improvements at the municipal softball complex, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of September 27, 2021, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council has combined the Essential Purpose Loan Agreement and the General Purpose Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (the “Financial Advisor”), as municipal financial advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting to be held on November 22, 2021.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 8, 2021.

Mayor

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2021 of the City evidencing the City's obligation under a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach here a copy of the bid of the successful bidder.)

November 2, 2021

Via Email

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2021
Our File No. 422742-45

Dear Alicia:

We have prepared and attach the necessary proceedings to be used at the November 8, 2021 City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Bonds. Speer Financial, Inc. will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Bonds and providing for the adjournment of action on the Bonds to November 22, 2021 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Diana Steiner
Jessica Kinser
Speer Financial, Inc.
Diana VanVleet

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

November 3, 2021

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Sale of \$9,600,000 Tax-Exempt General Obligation Corporate Purpose Bonds Series 2021

Policy Issue: Under Iowa Code Section 384.24A, the City can enter into a loan agreement to borrow money for any public purpose, but the Council must set a public hearing notice and then approve the bond. That hearing took place on September 27th and afterwards the Council approved moving forward with the bond issuance. The Preliminary Official Statement (POS) was approved and the date of the bond sale was set at the October 25th Council meeting. The bids are due by 11:00 a.m. on Monday, November 8, 2021.

Recommendation: Speer Financial Inc., the City's municipal advisor, will tabulate the bids and present them to the Council at the 5:30 meeting on Monday, November 8 for Council's approval. At the November 22nd meeting, Council would then authorize the issuance of the bonds. The proceeds from the bonds would be received on December 14th.

Background: The bonds will be used for the following projects:

6th St. Softball Complex Parking Lot (Reimb Resolution approved in April)	200,000
South Center Street Viaduct- Phases	1,700,000
Street Improvements	3,000,000
Downtown Implementation Plan (State Street Reconstruction)	3,500,000
Dangerous & Dilapidated Buildings	1,050,000

Budget Impact: The debt borrowed for the new projects could have an effect on the property tax levy depending on how much is collected in Local Option Sales Tax (LOST) and how much the Council is willing to contribute out of Council Designated funds like you have in the past. This will be discussed during the FY23 budget cycle.

Costs of issuance totaling up to approximately \$145,215. They include Speer Financial \$28,315, Bond Counsel \$21,000, Rating Agency \$18,000, Registrar Agent \$1,100 and Underwriter Discount of up to \$76,800.

Attachment: N/A

cc: Jessica Kinser, City Administrator

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST
ASSIGNMENT OF A TAX CERTIFICATE FOR 906 SOUTH 11TH AVENUE,
PARCEL 8418-36-378-006, HELD BY MARSHALL COUNTY**

WHEREAS, there are numerous parcels of real property within the City of Marshalltown (the “City”) with respect to which Marshall County holds tax certificates, and

WHEREAS, many of these parcels consist of raw land, have been abandoned, constitute nuisances, and/or are presently being maintained at a significant cost by the City; and

WHEREAS, the City has an interest in acquiring said parcels in order to facilitate the return of parcels back to the tax rolls and for the purposes of neighborhood stabilization and beautification; and

WHEREAS, a request from a citizen for the tax certificate for 906 South 11th Avenue has been received and reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, City staff is hereby authorized to work with the County Treasurer of Marshall County to request assignment of the tax certificate held by Marshall County for parcel number 8418-36-378-006 with an address of 906 South 11th Avenue; and

BE IT FURTHER RESOLVED, the City acknowledges that if assignment of a tax certificate is requested any and all special assessments placed on the property by the City will be abated and not collectible by the City.

Passed this 8th day of November, 2021, and signed this _____ day of November 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Jessica Kinser

From: Dj Norem <djnorem13@gmail.com>
Sent: Tuesday, October 26, 2021 11:49 AM
To: Jessica Kinser
Subject: Tax Certificate

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,

My name is DJ Norem. I live at 908 South 11th Ave. I am writing to you today to request a tax certificate for the property next to me. It is 906 South 11th Ave. I took possession/moved into my property on June 1st of this year. Since then, the property next to me has not been managed or taken care of. It looks like it has not been touched for quite some time actually. Many trees and debris are everywhere. The grass and weeds are out of control. There is garbage all over the place, and random cats. I am more than willing to clean up the property and maintain it if I can purchase it. I have already been in contact with the Marshall County Treasurer and Assessor about this matter, and look forward to continuing this process as well. If there is anything more you need from me, you can contact me at this e-mail or at 641-751-2713. I look forward hearing from you and the city on this matter.

Best regards,

DJ Norem

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR HANGAR,
TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001 AND #APR19002
AN INCREASE OF \$ _____**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, Inc, for the services for the Hangar, Terminal and Site Improvements Projects #APR19001 and #APR19002; and

WHEREAS, an increase is requested 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 #4 for the Hangar, Terminal and Site Improvements Project, in the increased amount of \$ _____ is hereby accepted and approved.

Passed this 8th day of November 2021, and signed this _____ day of November 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

October 29, 2021

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158



Re: Hangar, Terminal and Site Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-017-2020 (Construction)
Iowa DOT Project No. 9I200MIW100
Iowa DOT Project No. 9I210MIW100
Iowa DOT Project No. 9I200MIW300
CGA PN 4482.06

Dear Justin:

While Clapsaddle-Garber Associates does not dispute the claim that the contractor Garling Construction has experienced hardships due to the pandemic and the resulting supply chain collapse, it is clear that steps to mitigate the delay of the project were largely ignored. Several key points to the contractor's explanation of delays are not presented with complete information.

- The PEMB was delivered in phases. The structure could have started erection in August.
- The PEMB CGA reviewed drawings were returned to the contractor 2/19/21 after which insulation could have been ordered. The reason the contractor was unaware of the insulation shortage was because the product data was submitted 8/5/2021. The submittal did not include dimensions for review.
- The PEX tubing appears to have been ordered 7/28/2021. CGA was notified and identified a potential alternative source for the same product on 7/30/21. The PEX tubing was not ordered until 8/17/21.

Despite the above inaction, you as a representative of the city as well as CGA and the contractor were all previously in agreement that a time extension is a reasonable accommodation for the contractor. The actual effect of the time extension is to contractually waive liquidated damages until the time extension date of 1/28/2022 while reserving the contractual right to withhold from retainage actual damages from engineering overage fees incurred after the originally contracted substantial completion date. We still recommend a time extension as of the writing of this letter but do not believe additional compensation is justified.

Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Matt D. Garber", is positioned below the company name.

Matt D. Garber, P.E.
President

Project: Hangar, Terminal and Site Improvements			Change Order # 4	
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653			CGA PN: 4482.06	
Owner: City of Marshalltown			Contract Date: August 27, 2020	
Contractor: Garling Construction, Inc.			Contract Amount: \$2,716,167.50	
<i>List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.</i>				
PROPOSED CHANGES				Amount Increase or Decrease
Contract completion date extension to January 28th, 2022. Note: All engineering costs incurred past the completion date and/or over and above the City of Marshalltown's current agreement with Clapsaddle-Garber Associates, Inc. will be the responsibility of Garling Construction, Inc.				+\$0.00
Net Change This Order (+ or -)				+\$0.00
Net Changes Previous Orders:				+\$39,202.18
Total Net Changes to Date:				+\$39,202.18
Contract Completion Date 10/31/2021	Days Increased 89	Days Decreased 0	Revised Completion Date 1/28/2022	
<i>If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.</i>				
Contractor: Garling Construction, Inc.			Date:	
By:		Title:		
Recommended	By:	Title: Project Manager	Date:	
Approved	By:	Title:	Date:	

Project: Hangar, Terminal and Site Improvements			Change Order # 4	
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653			CGA PN: 4482.06	
Owner: City of Marshalltown			Contract Date: August 27, 2020	
Contractor: Garling Construction, Inc.			Contract Amount: \$2,716,167.50	
<i>List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.</i>				
PROPOSED CHANGES				Amount Increase or Decrease
Contract completion date extension to January 28th, 2022.				+\$0.00
Net Change This Order (+ or -)				+\$0.00
Net Changes Previous Orders:				+\$39,202.18
Total Net Changes to Date:				+\$39,202.18
Contract Completion Date 10/31/2021	Days Increased 89	Days Decreased 0	Revised Completion Date 1/28/2022	
<i>If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.</i>				
Contractor: Garling Construction, Inc.			Date:	
By:		Title:		
Recommended	By:	Title: Project Manager	Date:	
Approved	By:	Title:	Date:	



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

November 2, 2021

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

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

Re: Hangar, Terminal and Site Improvements, CO #4 and CO #5 – Garling Construction, Inc.:

CO #4 – Time Extension until January 28, 2022. The change order is conditioned on costs for additional engineering expenses to be paid by Garling Construction, Inc. **or** no conditions for time extension.

CO #5 – Contract Cost Increase of \$27,910.50

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

Recommendation:

Change Order #4: Staff recommends approval of the change order with the condition that additional engineering costs incurred by the City with this time extension will be paid by Garling Construction, Inc.

Change Order #5: Staff does not recommend approval of this change order.

Background: Change Order #4 with consideration for engineering costs is recommended as the City is under no obligation to extend the contract. If contract is extended, the City could incur additional engineering costs of approximately \$20,000. As per the Engineer's letter provided by CGA on October 29, 2021, Garling Construction, Inc. has not been proactive in obtaining materials for which they are basing their time extension on. Based on this, we do not feel a change order for a time extension is warranted unless additional expenses to the City are included.

Change Order #5 is not recommended as the actual contract general conditions do not allow for an increase in costs except for bid items where unit quantities change. There are no quantity changes that would justify this increase in costs.

Budget Impact: Budget has sufficient funds for work.

Attachment: Change Order #4 and Change Order #5

cc: Jessica Kinser, City Administrator

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



**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR HANGAR,
TERMINAL AND SITE IMPROVEMENTS PROJECT #APR19001 AND #APR19002
AN INCREASE OF \$27,910.50**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, Inc, for the services for the Hangar, Terminal and Site Improvements Project #APR19001; and

WHEREAS, an increase is requested 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 #5 for the Hangar, Terminal and Site Improvements Project, in the increased amount of \$27,910.50 is hereby accepted and approved.

Passed this 8th day of November 2021, and signed this _____ day of November 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

November 2, 2021

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

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

Re: Hangar, Terminal and Site Improvements, CO #4 and CO #5 – Garling Construction, Inc.:

CO #4 – Time Extension until January 28, 2022. The change order is conditioned on costs for additional engineering expenses to be paid by Garling Construction, Inc. **or** no conditions for time extension.

CO #5 – Contract Cost Increase of \$27,910.50

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

Recommendation:

Change Order #4: Staff recommends approval of the change order with the condition that additional engineering costs incurred by the City with this time extension will be paid by Garling Construction, Inc.

Change Order #5: Staff does not recommend approval of this change order.

Background: Change Order #4 with consideration for engineering costs is recommended as the City is under no obligation to extend the contract. If contract is extended, the City could incur additional engineering costs of approximately \$20,000. As per the Engineer's letter provided by CGA on October 29, 2021, Garling Construction, Inc. has not been proactive in obtaining materials for which they are basing their time extension on. Based on this, we do not feel a change order for a time extension is warranted unless additional expenses to the City are included.

Change Order #5 is not recommended as the actual contract general conditions do not allow for an increase in costs except for bid items where unit quantities change. There are no quantity changes that would justify this increase in costs.

Budget Impact: Budget has sufficient funds for work.

Attachment: Change Order #4 and Change Order #5

cc: Jessica Kinser, City Administrator

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



October 29, 2021

Mr. Justin Nickel
Public Works Director
36 North Center Street
Marshalltown, IA 50158



Re: Hangar, Terminal and Site Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-017-2020 (Construction)
Iowa DOT Project No. 9I200MIW100
Iowa DOT Project No. 9I210MIW100
Iowa DOT Project No. 9I200MIW300
CGA PN 4482.06

Dear Justin:

While Clapsaddle-Garber Associates does not dispute the claim that the contractor Garling Construction has experienced hardships due to the pandemic and the resulting supply chain collapse, it is clear that steps to mitigate the delay of the project were largely ignored. Several key points to the contractor's explanation of delays are not presented with complete information.

- The PEMB was delivered in phases. The structure could have started erection in August.
- The PEMB CGA reviewed drawings were returned to the contractor 2/19/21 after which insulation could have been ordered. The reason the contractor was unaware of the insulation shortage was because the product data was submitted 8/5/2021. The submittal did not include dimensions for review.
- The PEX tubing appears to have been ordered 7/28/2021. CGA was notified and identified a potential alternative source for the same product on 7/30/21. The PEX tubing was not ordered until 8/17/21.

Despite the above inaction, you as a representative of the city as well as CGA and the contractor were all previously in agreement that a time extension is a reasonable accommodation for the contractor. The actual effect of the time extension is to contractually waive liquidated damages until the time extension date of 1/28/2022 while reserving the contractual right to withhold from retainage actual damages from engineering overage fees incurred after the originally contracted substantial completion date. We still recommend a time extension as of the writing of this letter but do not believe additional compensation is justified.

Please contact CGA at your earliest convenience if you have any questions on the information provided.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Matt D. Garber", is positioned below the company name.

Matt D. Garber, P.E.
President

Project: Hangar, Terminal and Site Improvements			Change Order # 5	
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653			CGA PN: 4482.06	
Owner: City of Marshalltown			Contract Date: August 27, 2020	
Contractor: Garling Construction, Inc.			Contract Amount: \$2,716,167.50	
<i>List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.</i>				
PROPOSED CHANGES				Amount Increase or Decrease
Contract cost increase for Garling Construction, Inc.				+\$27,910.50
Net Change This Order (+ or -)				+\$27,910.50
Net Changes Previous Orders:				+\$39,202.18
Total Net Changes to Date:				+\$67,112.68
Contract Completion Date 10/31/2021	Days Increased 89	Days Decreased 0	Revised Completion Date 1/28/2022	
<i>If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.</i>				
Contractor: Garling Construction, Inc.			Date:	
By:		Title:		
Recommended	By:	Title: Project Manager	Date:	
Approved	By:	Title:	Date:	

**RESOLUTION DECERTIFYING THE TAX INCREMENT FINANCE DISTRICT
ESTABLISHED IN URBAN RENEWAL AREA 5 AND ALL PREVIOUSLY CERTIFIED
DEBTS OF THE DISTRICT AND RETURN FUNDS TO MARSHALL COUNTY**

WHEREAS, the City of Marshalltown adopted an Urban Renewal Plan and Area on September 12, 2016, known as Urban Renewal Area No. 5; and

WHEREAS, the City Council in September 2016 subsequently approved a development agreement with Red Earth Real Estate Holdings for rebate of incremental taxes to reimburse the costs of constructing public infrastructure; and

WHEREAS, Red Earth Real Estate Holdings has not undertaken any construction of public infrastructure or presented plans to do so in the five years the agreement has been in existence; and

WHEREAS, City staff recommends the City Council decertify the tax increment financing district created by Ordinance 14591, adopted on October 10, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the tax increment financing district in Urban Renewal Area No. 5 is no longer necessary and should be decertified with Marshall County in the upcoming tax increment financing certifications; and

BE IT FURTHER RESOLVED, City staff is directed to work with legal counsel to undertake the necessary steps to repeal the tax increment financing district in Urban Renewal Area No. 5, but retain the Urban Renewal Area.

Passed this 8th day of November, 2021, and signed this ____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

FINANCE DEPARTMENT

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

November 4, 2021

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Decertify TIF in Urban Renewal Area 5 (URA5)

Policy Issue: Council approves certifications and decertification's of TIF payments.

Recommendation: Staff recommends that Council decertify the TIF district in URA5, but retain the URA5.

Background: The City adopted an Urban Renewal Plan and Area on September 12, 2016, known as Urban Renewal Area No. 5 (URA5). Subsequently, the Council approved a development agreement with Red Earth Real Estate Holdings (the "Developer") to construct 52 townhomes in 2-4 unit configurations with an approximate market value of \$200,000 to \$225,000 for each townhome. The City agreed to make economic development tax increment payments to the Developer over 10 years provided that the total amount did not exceed \$1.3 million. The entire construction project was not completed and the City did not make any payments to the Developer. However, in the earlier years, the City did request TIF taxes for this project from the County Auditor. The County paid the City \$64,054.12 and has requested that the funds be returned if we are going to decertify the TIF District, less legal fees the City incurred to set up the URA5.

Amount Received	
FY18	\$22,913.14
FY19	\$41,094.74
FY21	\$46.24
Sub Total	\$64,054.12
Less Legal Fee	-\$8,601.50
Total	\$55,452.62

Budget Impact: The City has collected TIF for URA5, but has not paid anything from that except for legal fees, so the funds are available to return.

Attachment:

cc: Jessica Kinser, City Administrator

CITY COUNCIL

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



RESOLUTION RENAMING CENTRAL IOWA DRIVE TO UNITYPOINT WAY

WHEREAS, the City Council of the City of Marshalltown accepted the dedication of a public street known as Central Iowa Drive on August 10, 2015, as part of the Marshalltown Medical and Surgical Center construction project; and

WHEREAS, UnityPoint Health-Marshalltown is the current owner of the facilities located on Central Iowa Drive, with continued building of a hospital campus at that location; and

WHEREAS, UnityPoint Health- Marshalltown is requesting that Central Iowa Drive be renamed to UnityPoint Way;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the request from UnityPoint Health-Marshalltown is granted, and the name of UnityPoint Way is hereby approved.

Passed this 8th day of November, 2021, and signed this _____ day of November, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION ACCEPTING DEDICATION AND
ESTABLISHING PUBLIC WAY 2015-135

WHEREAS, Marshalltown Medical & Surgical Center has conveyed and transferred to the City of Marshalltown, Iowa, a parcel of land to be established as a public street by the filing in the office of the Marshall County, Iowa Recorder of an Acquisition Plat, as contemplated by Sections 354.2(1) and 354.4(3) of the 2015 Code of Iowa; and

WHEREAS, Marshalltown Medical & Surgical Center has executed and delivered to the City its Conveyance and Dedication instrument with a Warranty Deed attached conveying and transferring to the City the parcel of land intended to be used as a public street, said documents being attached to this Resolution as Exhibit 1; and

WHEREAS, the said parcel of land to be established as a public street is described as Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File No. 2015-00003817 of the records of Marshall County, Iowa; and

WHEREAS, the City, by virtue of this Resolution, is willing to accept the said Conveyance and Dedication instrument with attached Warranty Deed and to confirm the dedication of the real estate described thereon as a public way,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marshalltown, Iowa that the Conveyance and Dedication instrument with the attached Warranty Deed be and the same hereby are accepted for the uses and purposes therein described; and

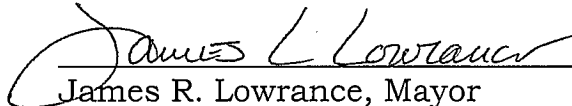
FURTHER RESOLVED, that the City Clerk is hereby authorized and empowered to file the aforesaid Conveyance and Dedication instrument and the attached Warranty Deed with the Marshall County, Iowa Recorder; and

FURTHER RESOLVED, that the City confirms the establishment of a public way, to be known as Central Iowa Drive, over, across and through the real estate described as Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File No. 2015-00003817 of the records of Marshall County, Iowa; and

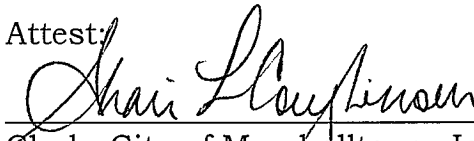
FURTHER RESOLVED, that any procedural discrepancies relating in any way to the approval, adoption and filing of the aforementioned Acquisition Plat and the aforementioned Conveyance and Dedication instrument with attached Warranty Deed are hereby waived and the Mayor and City Clerk are hereby directed to certify this Resolution and record the same at the office of the Marshall County, Iowa Recorder.

All of which is hereby authorized and approved by this Council.

Passed and approved this 10 day of August, 2015.


James R. Lowrance, Mayor
City of Marshalltown, Iowa

Attest:


Clerk, City of Marshalltown, Iowa

CONVEYANCE OF LAND AND
DEDICATION OF SAME FOR STREET PURPOSES

Marshalltown Medical & Surgical Center, an Iowa non-profit corporation with its principal office in Marshalltown, Iowa, is the owner of record in fee simple of the real estate described as Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as shown on Acquisition Plat recorded at File No. 2015-00003718 of the records of Marshall County, Iowa.

Marshalltown Medical & Surgical Center pursuant to and by virtue of the Warranty Deed attached hereto as Exhibit A hereby conveys and transfers to the City of Marshalltown, Iowa the aforesaid Lot "A" for the purpose of establishing a street over, through and across the real estate constituting the aforesaid Lot "A". The object and purpose of the conveyance represented by this instrument and the Warranty Deed attached hereto as Exhibit A is to accomplish the dedication of the aforesaid Lot "A" as a public street in the City of Marshalltown, Iowa, to be identified as Central Iowa Drive.

IN WITNESS WHEREOF the undersigned has caused this instrument to be duly executed on this 4 day of August, 2015.

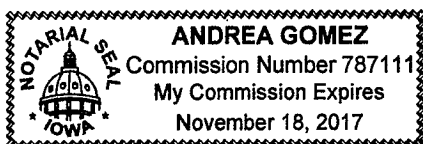
MARSHALLTOWN MEDICAL & SURGICAL
CENTER

By John C. Hughes
John C. Hughes, President and
Chief Executive Officer

By Michael J. Mason
Michael J. Mason, Chairperson,
Board of Trustees

STATE OF IOWA, COUNTY OF MARSHALL, ss:

This record was acknowledged before me this 4 day of August, 2015, by John C. Hughes as President and Chief Executive Officer and Michael J. Mason as Chairperson, Board of Trustees of Marshalltown Medical & Surgical Center.



Andrea Gomez
Signature of Notary Public

EXHIBIT 1



WARRANTY DEED
(CORPORATE GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 104
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Rex J. Ryden, 112 West Church Street, Marshalltown, IA 50158;
Phone: (641) 752-5467

Taxpayer Information: (Name and complete address)
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158

Return Document To: (Name and complete address)
Rex J. Ryden
112 West Church Street
Marshalltown, IA 50158

Grantors:
Marshalltown Medical & Surgical Center

Grantees:
City of Marshalltown, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE GRANTOR)**

For ~~the consideration of~~ no monetary ~~Dollar(s)~~
and ~~other valuable~~ consideration, Marshalltown Medical & Surgical Center

a corporation organized and existing under the laws of the State of Iowa

does hereby Convey to City of Marshalltown, Iowa

the following described real estate in Marshall County, Iowa:

Lot "A" located in a portion of Parcel "D" in the Southeast 1/4 of the Northwest 1/4 of Section 14,
Township 83 North, Range 18 West of the 5th P.M., City of Marshalltown, Marshall County, Iowa, as
shown on Acquisition Plat recorded at File #2015-00003718 of the records of Marshall County, Iowa.

This deed is exempted from any real estate transfer tax pursuant to subsection 6 of Section 428A.2 and
no declaration of value is required pursuant to Section 428A.1.

The Corporation hereby covenants with grantees, and successors in interest, that it holds
the real estate by title in fee simple; that it has good and lawful authority to sell and convey
the real estate; that the real estate is free and clear of all liens and encumbrances, except as
may be above stated; and it covenants to Warrant and Defend the real estate against the
lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the
singular or plural number, according to the context.

Dated: August 4, 2015

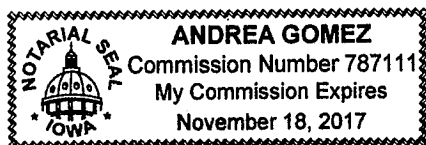
Marshalltown Medical & Surgical Center
a(n) Iowa corporation

By John C. Hughes
John C. Hughes, President
and Chief Executive Officer

By Michael J. Mason
Michael J. Mason, Chairperson,
Board of Trustees

STATE OF IOWA, COUNTY OF MARSHALL

This record was acknowledged before me this 4 day of August, 2015,
by John C. Hughes and Michael J. Mason
as President and Chief Executive Officer and as Chairperson, Board of Trustees, respectively
of Marshalltown Medical & Surgical Center



Andrea Gomez
Signature of Notary Public

PARTIAL RELEASE OF REAL ESTATE MORTGAGE
THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: Christopher J. Masoner, Levy Craig Law Firm, 1301 Oak Street,
Kansas City, MO 64106 (816) 474-8181

Taxpayer Information: CBC Marshalltown, LLC, 4706 Broadway, Suite 240,
Kansas City, MO 64112

Return Document To: Rex J. Ryden, 112 West Church Street, Marshalltown, IA 50158

Mortgagee Releasing Mortgage: Union Bank and Trust Company, a Nebraska banking
corporation

Mortgagor: CBC Marshalltown, LLC, a Delaware limited liability company

Legal Description: See attached Page 1 et. seq.

Document or instrument number of previously recorded documents: 201400000982

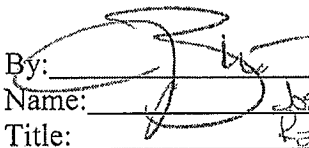
PARTIAL RELEASE OF MORTGAGE

By this PARTIAL RELEASE OF MORTGAGE (this "Partial Release"), UNION BANK AND TRUST COMPANY, a Nebraska banking corporation (the "Lender"), the owner and holder of a certain promissory note (the "Note") secured by that certain FIRST LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated March 5, 2014, and recorded March 5, 2014, as Document No. 201400000982, with the Recorder of Marshall County, Iowa (the "Mortgage"), executed by CBC MARSHALLTOWN, LLC, a Delaware limited liability company, with an address of 4706 Broadway, Suite 240, Kansas City, MO 64112, to the Lender, does hereby release from the lien of the Mortgage the real property legally described on Exhibit A.

This Partial Release shall not be deemed to release or in any way impair the lien, security interest and encumbrance of any other deeds of trust, mortgages, security agreements or loan documents which may now or hereafter secure the Note or the lien, security interest and encumbrance of the Mortgage, insofar as it encumbers any other real or personal property described therein.

IN WITNESS WHEREOF, the Lender has executed and delivered this Partial Release as of the 5TH day of August, 2015.

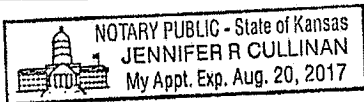
UNION BANK AND TRUST COMPANY
a Nebraska banking corporation

By: 
Name: Robert F. Light
Title: Regional President

STATE OF Kansas)
COUNTY OF Johnson) SS.

Before me, the undersigned Notary Public, on this day personally appeared Josh Bright, the President of UNION BANK AND TRUST COMPANY, a Nebraska banking corporation, known to me to be the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed.

5th In testimony whereof, I have hereunto signed my name and affixed my notarial seal this day of August, 2015.



Jennifer R. Cullinan
NOTARY PUBLIC

My Commission Expires: August 20, 2017

EXHIBIT A
Legal Description

DESCRIPTION OF ATTACHED ACQUISITION PLAT FOR LOT A
CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

ACQUISITION PLAT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

LOT "A" LOCATED IN A PORTION OF PARCEL "D" IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE, N0°25'51"E 715.11' ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE, N89°36'02"W 50.00' TO A POINT ON THE EAST LINE OF SAID PARCEL "D", ALSO BEING THE POINT OF BEGINNING; THENCE, S88°23'39"W 25.02' ALONG THE EASTERLY LINE OF SAID PARCEL "D"; THENCE, N0°25'36"E 73.64' CONTINUING ALONG THE EAST LINE OF SAID PARCEL "D"; THENCE, N90°00'00"W 70.28'; THENCE, NORTHWESTERLY 41.06' ALONG THE ARC OF A 30.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N50°47'16"W AND A DISTANCE OF 37.93'; THENCE, NORTHWESTERLY 159.44' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N24°09'30"W AND A DISTANCE OF 158.16'; THENCE, N36°44'28"W 47.96'; THENCE, NORTHWESTERLY 81.38' ALONG THE ARC OF A 303.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N29°02'49"W AND A DISTANCE OF 81.13'; THENCE, N21°21'10"W 18.12' TO A POINT ON THE NORTH LINE OF SAID PARCEL "D"; THENCE, S88°28'42"W 63.78' ALONG SAID NORTH LINE; THENCE, S21°21'10"E 39.75'; THENCE, SOUTHEASTERLY 97.49' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S29°02'49"E AND A DISTANCE OF 97.20'; THENCE, S36°44'28"E 47.96'; THENCE, SOUTHEASTERLY 194.30' ALONG THE ARC OF A 303.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S18°22'14"E AND A DISTANCE OF 190.99'; THENCE, S0°00'00"E 51.14' TO A POINT ON THE SOUTH LINE OF SAID PARCEL "D"; THENCE, N90°00'00"E 176.30' ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL "D"; THENCE, N0°55'44"E 27.07' ALONG THE EAST LINE OF SAID PARCEL "D" TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES (35,895 SQUARE FEET).
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOTE: ALL BEARINGS ARE THE RESULT OF GPS OBSERVATIONS.

Whitney Kent, Asst. Auditor
Marshall County Auditor

TYPE SURVEY
Recorded 02/02/2015 at 10:27:28AM
Airt. 312000 Page: 1 of 2
Recorder fee
Madison County, Tenn
County General County Recorder
File 2015-00003718

LOT A
ACQUISITION PLAT
EXHIBIT "A"

CGA

CITY MARSHALLTOWN COUNTY MARSHALL STATE OWA
PROJECT NO. 3489 PARCEL 101A
SECTION 14 TOWNSHIP R3 RANGE 12
HOW FEE 0.22 ACRES (95,695 SQ. FT.)
ACQUIRED FROM MARSHALLTOWN MEDICAL AND SURGICAL CENTER

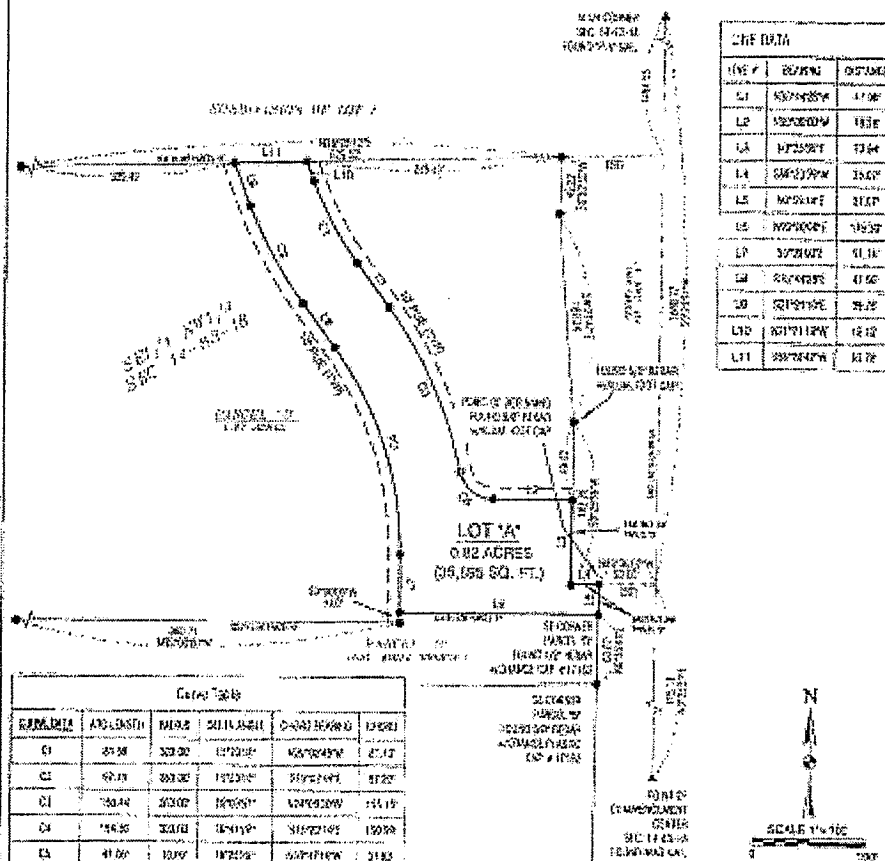


Table 1. Data					
Region	Age (years)	Sex	Site (km)	Time (h)	Depth (m)
1	20-30	Male	1000	1000	1000
2	30-40	Female	1000	1000	1000
3	40-50	Male	1000	1000	1000
4	50-60	Female	1000	1000	1000
5	60-70	Male	1000	1000	1000
6	70-80	Female	1000	1000	1000



It thereby underlies that the last underlying document was prepared and the necessary very work was performed by me or under my direct personal supervision and thus personally I signed and professional liability insurance against the laws of the State of Iowa.

Citation: Brown, R.G.
Oval Window Murders 1789
My World's Research Club is December 31, 2015
Pages in sheets covered by this app.

電話 2-1021 (市電28715)

LEGEND

- CONVENTIONAL COMBINATION (MAGNETIC)
- INDEPENDENT COMBINATION (MAGNETIC AND NON-MAGNETIC) (MAGNETIC PLUS NON-MAGNETIC)
- POLAR: VECTORIAL + TRANSDUCING (MAGNETIC IN CASE OF VECTOR, NON-MAGNETIC OTHERWISE)
- SET UP OF RESONANCE FREQUENCY PLUS ONE OR MORE

1-1000000000

DRAWING NO. IRS DATE 6-15-2015
 SCALE 1"=100' PROJECT NO. 6409.25

PARTIAL RELEASE OF REAL ESTATE MORTGAGE
THE IOWA STATE BAR ASSOCIATION
Official Form No. 130
Recorder's Cover Sheet

Preparer Information: Christopher J. Masoner, Levy Craig Law Firm, 1301 Oak,
Kansas City, MO 64106 (816)474-8181

Taxpayer Information: Marshalltown Medical & Surgical Center, 3 South 4th Avenue,
Marshalltown, IA 50158

Return Document To: Rex J. Ryden, 112 West Church Street, Marshalltown, IA 50158

Mortgagee Releasing Mortgage: Union Bank and Trust Company, a Nebraska banking
corporation

Mortgagor: Marshalltown Medical & Surgical Center, an Iowa non-profit corporation

Legal Description: See attached Page 1 et. seq.

Document or instrument number of previously recorded documents: 201400000967

PARTIAL RELEASE OF MORTGAGE

By this PARTIAL RELEASE OF MORTGAGE (this "Partial Release"), UNION BANK AND TRUST COMPANY, a Nebraska banking corporation (the "Lender"), the owner and holder of a certain promissory note (the "Note") secured by that certain FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated March 5, 2014, and recorded March 5, 2014, as Document No. 201400000967, with the Recorder of Marshall County, Iowa (the "Mortgage"), executed by MARSHALLTOWN MEDICAL AND SURGICAL CENTER, an Iowa non-profit corporation, with an address of 3 South 4th Avenue, Marshalltown, Iowa 50158, to the Lender, does hereby release from the lien of the Mortgage the real property legally described on Exhibit A.

This Partial Release shall not be deemed to release or in any way impair the lien, security interest and encumbrance of any other deeds of trust, mortgages, security agreements or loan documents which may now or hereafter secure the Note or the lien, security interest and encumbrance of the Mortgage, insofar as it encumbers any other real or personal property described therein.

IN WITNESS WHEREOF, the Lender has executed and delivered this Partial Release as of the 5th day of August, 2015.

UNION BANK AND TRUST COMPANY
a Nebraska banking corporation

By: 

Name: John Brunt

Title: Regional President

STATE OF Kansas)
COUNTY OF Johnson) SS.

Before me, the undersigned Notary Public, on this day personally appeared Josh Bright, the Regional President of UNION BANK AND TRUST COMPANY, a Nebraska banking corporation, known to me to be the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed.

5th In testimony whereof, I have hereunto signed my name and affixed my notarial seal this day of August, 2015.

Jennifer R Cullinan
NOTARY PUBLIC

My Commission Expires: August 20, 2017

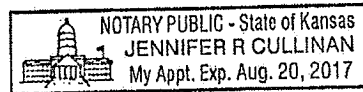


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NOTE: ALL BEARINGS ARE THE RESULT OF GPS OBSERVATIONS.

{315/022/RELEASE/01008005;1 }



UnityPoint Health

UnityPoint Health® – Marshalltown

Administration

3 S 4th Avenue

Marshalltown, IA 50158

Office: 641-754-5145

unitypoint.org

01 November 2021

Mr. Jay Koch
Department of Public Works
24 N. Center Street
Marshalltown, Iowa 50158

Dear Mr. Koch,

As UnityPoint Health-Marshalltown prepares to occupy its new hospital and clinic buildings on its south campus in spring 2022, it is the optimal time to pursue changing the name of Central Iowa Drive. We are requesting that the name be changed to UnityPoint Way. In addition, we would like the name change to coincide with our move-in date. This is helpful to us for regulatory and licensing reasons.

The rationale for our proposal:

1. Central Iowa Drive is named after the organization's previous owner, an owner that went bankrupt. Changing the street name would be a positive move beyond the past.
2. Changing the name to UnityPoint Way is a visible sign to our community that UnityPoint Health is committed to being present and providing sustainable healthcare to our community for a long time to come.
3. As the only address on Central Iowa Drive, this change would have no impact on other businesses.

Thank you for your consideration of our request.

Sincerely,

Shari King
Administrator

Cc: Jessica Kinser, City Administrator, Marshalltown

**RESOLUTION ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE
VACATION, CONVEYANCE, AND TRANSFER OF TITLE TO THE ALLEY HEREIN
DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA, TO
DAVID J. STORJOHANN AND AUTHORIZING EXECUTION AND
DELIVERY OF A QUIT CLAIM DEED**

WHEREAS, the Council of the City of Marshalltown, Iowa, did, on the 27th day of September, 2021, place on file a Tentative Resolution proposing to vacate, convey and transfer a part of the existing North-South alley located in Block 2, Wood's Second Addition to the Town of Marshall described herein and owned by the CITY OF MARSHALLTOWN, IOWA, to David J. Storjohann; and

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

WHEREAS, the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, to David J. Storjohann, of said alley as described herein.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 27th day of September, 2021, whereby it is proposed to vacate, convey, and transfer title subject to existing all easements for utility purposes of a part of the North-South alley located in Block 2, Wood's Second Addition to the Town of Marshall, described as follows:

The South 140 feet of the North-South alley in Block 2, Wood's Second Addition to the Town of Marshall, Marshall County, Iowa, subject to all existing easements for utility purposes.

to David J. Storjohann, is hereby approved.

Section 2. The conveyance of the vacated alley as described in Section 1 of this Resolution shall be by Quit Claim Deed, from the CITY OF MARSHALLTOWN to David J. Storjohann.

Section 3. The Mayor and Clerk are hereby authorized to execute the Quit Claim Deed and deliver the deed to David J. Storjohann upon payment of the required consideration and do all things necessary to carry out said vacation, conveyance, and transfer.

Passed this 8th day of November 2021, and signed this _____ day of November 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Taxpayer: David J. Storjohann, 906 Jackson Street, Marshalltown, IA 50158

Return To: City Clerk, 24 North Center Street, Marshalltown, IA 50158

Preparer: Roger R. Schoell, 102 E. Church St., Marshalltown, IA 50158, Phone: 641-752-4507



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Marshalltown, Iowa, does hereby Quit Claim to David J. Storjohann all our right, title, interest, estate, claim and demand in the following described real estate in Marshall County, Iowa:

The South 140 feet of the North-South alley in Block 2, Wood's Second Addition to the Town of Marshall, Marshall County, Iowa, subject to all existing easements for utility purposes.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____, 2021

City of Marshalltown, Iowa

By _____
Joel T.S. Greer, Mayor

By _____
Alicia Hunter, City Clerk

STATE OF IOWA, COUNTY OF MARSHALL

This record was acknowledged before me on _____, 2021,
by Joel T.S. Greer, Mayor, and Alicia Hunter, City Clerk, respectively of the City of
Marshalltown, Iowa.

Signature of Notary Public

**AN ORDINANCE TO AMEND SECTION 31.046 OF THE
MARSHALLTOWN CODE OF ORDINANCES TO PROVIDE
DIRECTION FOR THE WATER WORKS BOARD OF TRUSTEES**

WHEREAS, Section 31.046 of the Code of Ordinances does not currently provide the desired information for the appointment, powers and duties of the Water Works Board of Trustees; and

WHEREAS, the City Council believes it is appropriate to provide details for the Water Works Board of Trustees;

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by striking the current Section 31.046 of the Code and adopting the following new Section 31.046:

“Section 31.046 Water Works Board of Trustees

(1) PURPOSE

The purpose of this subchapter is to provide for the operation of the municipally-owned water utility by a Board of Trustees.

(2) APPOINTMENT OF BOARD TRUSTEES

The Mayor shall appoint, subject to the approval of the Council, three persons to serve as trustees. The appointment shall provide for six-year terms for the Board of Trustees. The current Board shall serve until their terms, as originally established, shall expire. No public officer or salaried city employee may serve on the Utility Board.

(3) VACANCIES

An appointment to fill a vacancy on the Water Works Board of Trustees shall be made in the same manner as an original appointment except that the appointment shall be for the balance of the unexpired term.

(4) COMPENSATION

The Council shall by resolution set the compensation of the Board members. The current compensation shall be \$300.00 per year payable quarterly.

(5) POWERS AND DUTIES

The Water Works Board of Trustees may exercise all powers of the city, city utility or combined utility system it administers, with the following exceptions:

- (A) *Taxes.* The Board may not certify taxes to be levied, pass ordinances or amendments, or issue general obligation or special assessment bonds.
- (B) *Property.* Title to all property must be in the name of the city but the Board has full control of the property subject to the limitations imposed by law.
- (C) *Reports to Council.* The Board shall make an annual report to the Council including a complete financial statement.
- (D) *Proceeding published.* Immediately following a regular or special meeting, the Board shall prepare and cause to be published in a newspaper of general circulation in the city a condensed statement of proceedings including a list of all claims.

(6) CONTROL OF REVENUES

The Board shall control moneys derived from operations of the utility.

(7) ACCOUNTING

Utility moneys must be held in a separate utility fund, with moneys to be paid out of the utility account only at the direction of the Board.

(8) DISCRIMINATION IN RATES

A city utility may not provide use or service at a discriminatory rate, except to the city or its agencies, as provided in Iowa Code §384.91.

(9) DISCONTINUANCE

A proposal, on motion of the Council or upon receipt of a petition, to discontinue a utility board is subject to the approval of the voters of the city, except that a Board may be discontinued by resolution of the Council when a city utility, city utilities or combined utility system it administers is disposed of or leased for a period of over five years.

(10) RIGHT OF ENTRY

The General Manager of the Water Works Board of Trustees and other duly authorized employees of the water utility bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, meter reading and testing between the hours of 7:00 a.m. and 6:00 p.m. of each workday and have authority to inquire into the use, placement, operation, readings and connections of meters, pipes or other fixtures to the water system as well as the consumption of water.”

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

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

Section 4. This ordinance shall be in effect after its final passage, approval, and publication as provided law.

Passed by the Council on this ____ day of _____, 2021, and on the ____ day of _____, 2021.

The Mayor did the following:

____ Approved the ordinance; ____ Vetoed the ordinance; ____ Took no action on the ordinance

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia M. Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

ORDINANCE 15029

AN ORDINANCE TO AMEND THE LICENSING AND COLLECTION REGULATIONS FOR THE COLLECTION OF GARBAGE OR REFUSE, YARD WASTE AND RECYCABLES

WHEREAS, the Code of Ordinances of the City of Marshalltown 50.028 (B) states all persons licensed under the terms of this chapter shall use packer-type trucks for normal garbage or refuse collection; and

WHEREAS, the Code of Ordinances of the City of Marshalltown 50.028 (C) states a vehicle, trailer, bin or container, which is enclosed, covered, leak resistant and of an easily cleanable construction may be used for garbage or refuse collection; and

WHEREAS, the City Council desires to provide clarification that said vehicle, trailer, bin or container may not be used for normal garbage or refuse collection and only for one-time clean-up collection.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, as follows:

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended as follows:

§ 50.028 COLLECTION VEHICLES; SPECIFICATIONS, MAINTENANCE AND LOADING.

(B) All persons licensed under the terms of this chapter shall use packer-type trucks for **scheduled** normal **routine** garbage or refuse collection. Such vehicles shall include a mechanical device for packing or compressing garbage or refuse, which device shall be used and operated at all times in collection and disposal of garbage or refuse and kept in good working order. All truck bodies used for the disposal of garbage and refuse shall be washed out periodically to minimize odors.

(C) Recyclables and yard waste shall be transported in a vehicle, trailer, bin or container, which is enclosed, covered, leak resistant and of an easily cleanable construction. If such vehicles are also used for garbage or refuse collection, **it should be for non-routine, one-time clean-up collection and** they shall be cleaned and disinfected prior to use for yard waste collection.

Section 2. The Code of Ordinances of the City of Marshalltown is hereby amended.

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

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

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

Passed by the Council on this ____ day of _____, 2021, and signed on the ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

October 19, 2021

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: Garbage and Refuse Collection Licensing and Collection Regulations

Policy Issue: Goal 3 / Objective 1 of the Strategic Plan: Review City-issued licenses and permits for necessity.

Recommendation: Ordinance revision to clarify that packer-style trucks are required for regular routine garbage collection service.

Background: The City code specifies that a packer-type truck must be used for normal garbage or refuse collection. The code further references the use of a covered vehicle, trailer, bin or container for garbage or refuse collection. The use of a vehicle, trailer, bin or container for collection is not intended for normal routine collection and only for non-routine, one-time clean-up collection. This ordinance amendment will provide clarification of the difference.

Staff do not recommend any changes to the annual licensing process.

Budget Impact: N/A

Attachment: Chapter 50 – Garbage and Refuse and Ordinance 15029 Amendment.

CITY COUNCIL

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



ORDINANCE 15030

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA BY REPEALING
CHAPTER 111 AIRPORTS AND AIRCRAFT**

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted an ordinance in 1964 setting out rules and regulations for the operations and management of the Marshalltown Municipal Airport; and

WHEREAS, The Marshalltown Municipal Airport is required to follow the rules and regulations of the Federal Aviation Administration, and the currently existing rules and regulations found in Chapter 111 of the Code of Ordinances are no longer in compliance, and an update is necessary; and

WHEREAS, the Airport Manager has proposed the City Council repeal Chapter 111 in its entirety and adopt a new set of Rules and Regulations document which is in compliance with current Federal Aviation Administration requirements for the Marshalltown Municipal Airport; and

WHEREAS, the City Council of the City of Marshalltown believes it is in the best interest of the City to repeal Chapter 111 Airports and Aircraft of the City Code of Ordinances.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing in its entirety, Chapter 111 of the City Code: "Airports and Aircraft."

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

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the

Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #15030 repeals Chapter 111: Airports and Aircraft from the Code of Ordinances in its entirety. This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Alicia Hunter, City Clerk

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: October 15, 2021
RE: New Airport Rules and Regs

The City has had an ordinance regulating airports and aircrafts since 1964, with very few amendments in the last 57 years which leads these to be outdated with current guidance and best practices. Steve Valbracht, owner of Marshalltown Aviation and Airport Manager/FBO, provided the new Marshalltown Municipal Airport Rules and Regulations, which are based on FAA best practices and developed under the guidance of the FAA. These have been reviewed by Justin Nickel and Roger Schoell.

I am asking the Council to consider an ordinance at the November 8th meeting which will repeal Chapter 111: Airports and Aircrafts and adopt a resolution at the November 8th meeting, which implements the Rules and Regulations. I recommend a resolution rather than an ordinance, which will allow for the easy amending as new changes come down from the FAA.

City Council

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



ORDINANCE 15031

AN ORDINANCE TO AMEND THE CITY OF MARSHALLTOWN, IOWA CODE OF ORDINANCES BY REPEALING CERTAIN SECTIONS OF CHAPTER 113- AMUSEMENTS AND RECREATION AND ADOPTING NEW SECTIONS

WHEREAS, the Code of Ordinances of the City of Marshalltown, Iowa Chapter 113- Amusements and Recreation contains regulations for various amusement and recreational events like circuses, carnivals, and martial arts matches; and

WHEREAS, most of these events are regulated and or licensed by the Fire Marshall, or by the Iowa Department of Labor; and

WHEREAS, the City Council desires to revise Chapter 113- Amusements and Recreation to require the City Clerk to provide permits and licensing for events which are not currently licensed or regulated by another City of Marshalltown or State of Iowa authority;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, as follows:

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Sections 113.001, 113.002, 113.003, 113.004, 113.005, 113.006, 113.020, 113.021, and 113.022.

Section 2. The Code of Ordinances is amended by adopting the following new sections:

113.001 PERMIT REQUIRED. It shall be unlawful for any person, corporation or legal entity, directly or indirectly, to stage, manage, promote or put on any circus, menagerie, or carnival without first making application to the City Clerk and obtaining a permit as provided in this Chapter.

113.002 APPLICATION FOR PERMIT.

A. Any person, corporation, or legal entity desiring to hold an event described in §13.001 must make application to the City Clerk for a permit. Such application must include the insurance requirements as set out in §10.009 of the Code of Ordinances.

B. No permit holder shall assign, sell or allow others to use such permit or to conduct business thereunder.

113.003 CIRCUSES OR MENAGERIES. Any combination of shows or exhibitions under one management commonly known as a “circus or menagerie”. Council shall determine the license fee by resolution for circuses or menageries.

113.004 CARNIVALS. Any combination of shows or exhibitions under one management, commonly known as a “carnival”. Council shall determine the license fee by resolution for carnivals.

113.005 PENALTY. Any person, corporation, or legal entity violating any section of this chapter shall be subject to the provisions in §10.999 of this Code of Ordinances.

Section 3. The Code of Ordinances of the City of Marshalltown is amended as provided herein.

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

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

Section 6. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on this _____ day of _____, 2021, and signed on the _____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the _____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____, 2021.

Alicia Hunter, City Clerk

THE GROWTH OF MARSHALLTOWN COMPANY





2021



2018



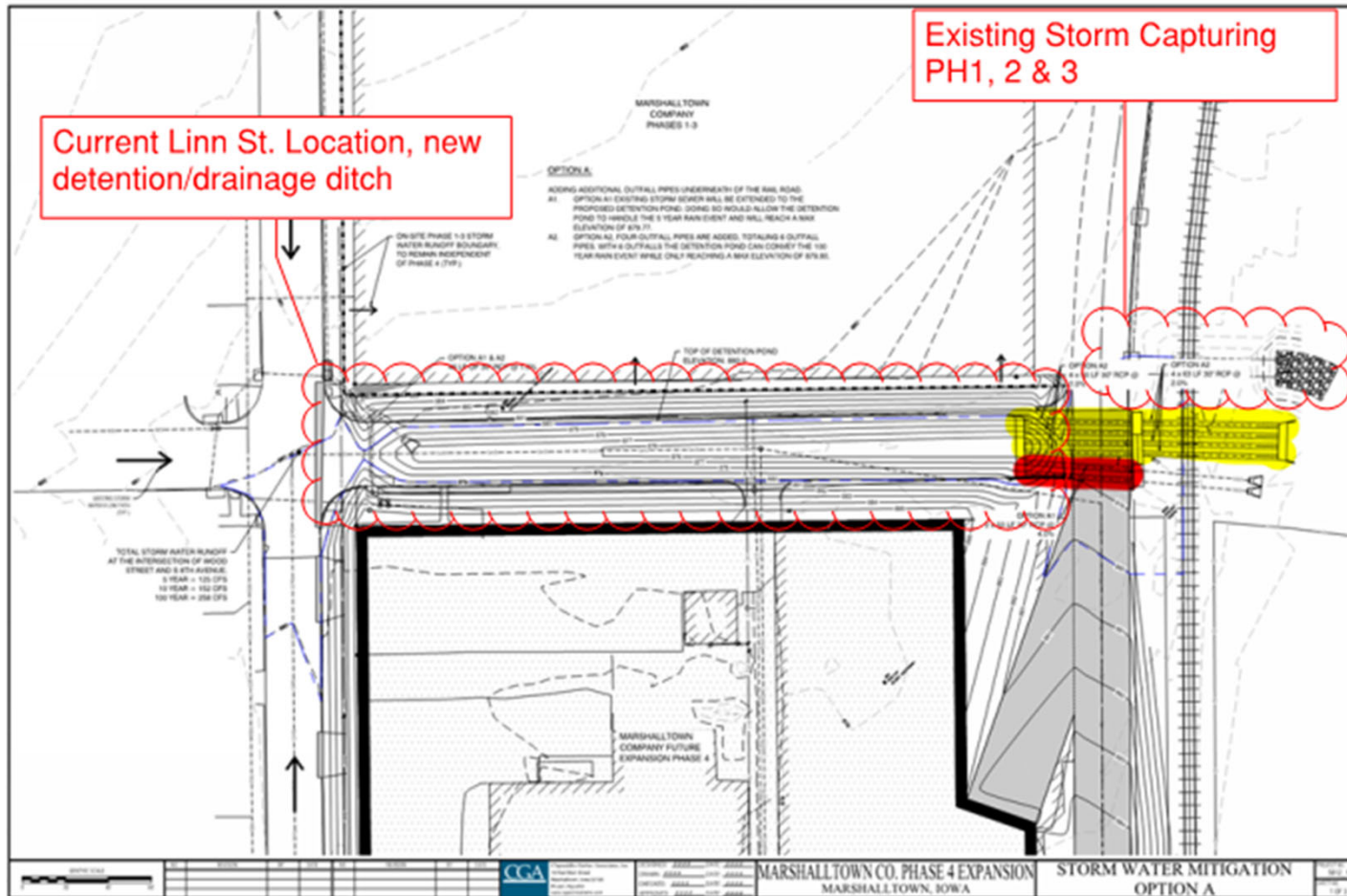
STORM WATER

[illegible]

INFRASTRUCTURE SCOPE ITEM A

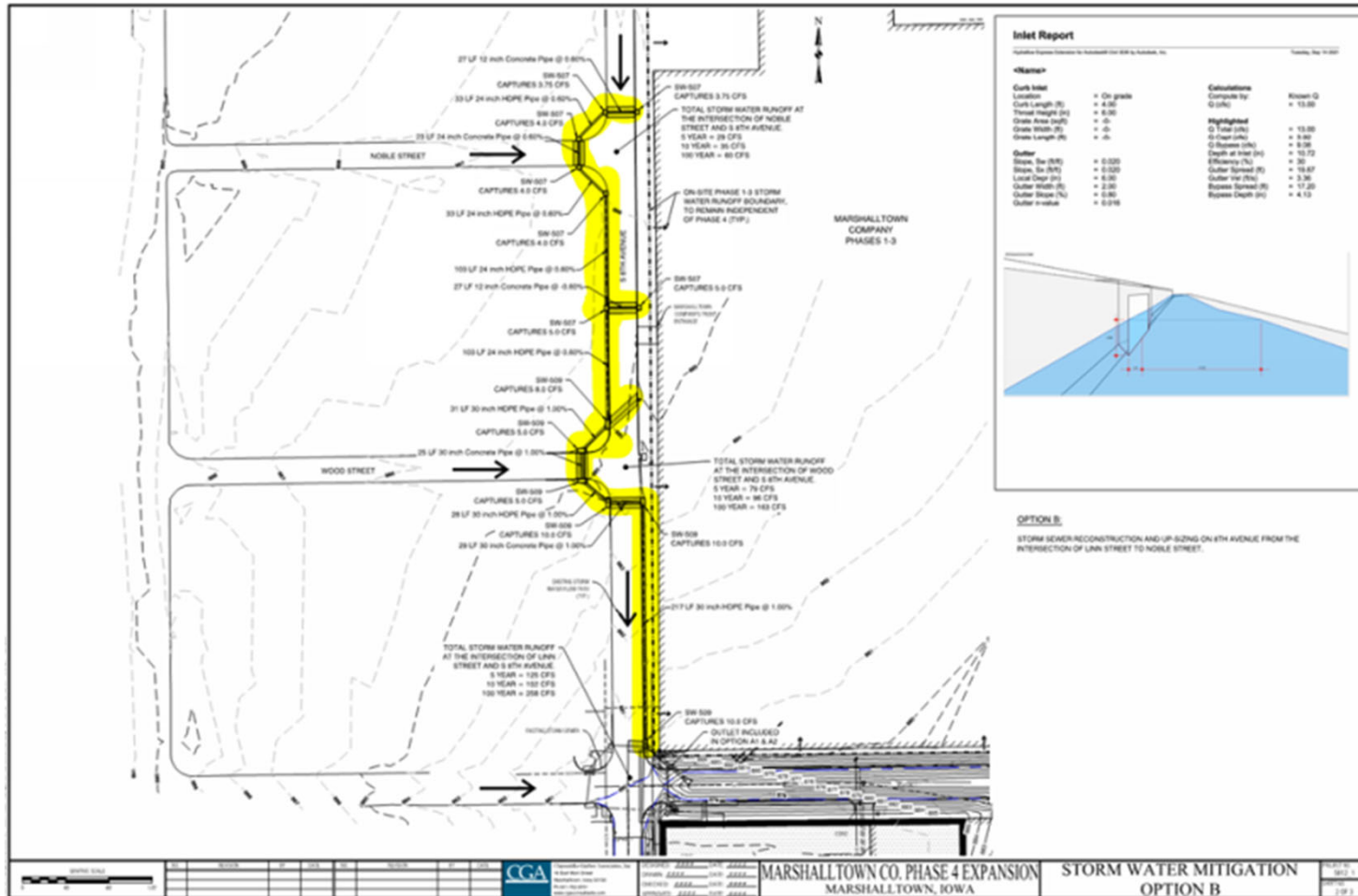


- Extend existing two (2) 30" culverts into new detention pond, install four (4) additional 30" culverts, six (6) total



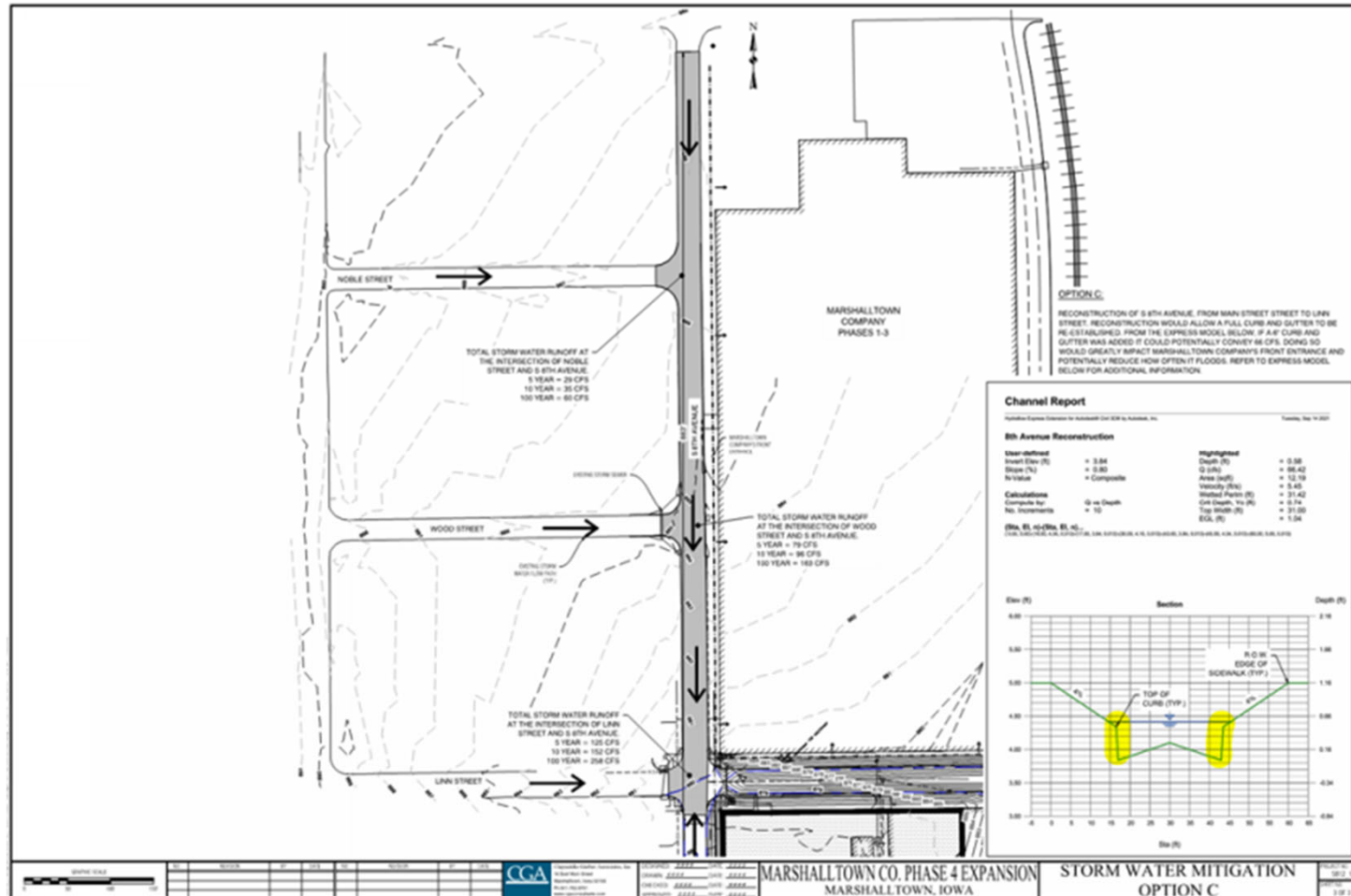
INFRASTRUCTURE SCOPE ITEM B

- Install standard storm sewer system under 8th Ave.



INFRASTRUCTURE SCOPE ITEM C

- Rebuild 8th Ave from Main St to Linn St., establishing standard street cross section along Mtown Co. existing buildings





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: October 29, 2021
RE: Marshalltown Company Development

Marshalltown Company has presented expansion plans to the City staff, which is creating a unique opportunity for both the City and Marshalltown Company. Since the first phase of expansion constructed in 2019, rain events demonstrated the storm sewer system was not of a size to handle the stormwater for the drainage basin it serves. This has been a concern which Marshalltown Company has addressed with temporary flood barriers near their front entrance. The City reconstructed curbs and gutters along Main Street in early 2021 to better direct the stormwater in the area, but this was done as a stop-gap measure and not to solve all stormwater issues. The proposal before the Council is to utilize the rebate of incremental taxes to help address the stormwater issues in the area of 8th Avenue and Marshalltown Company, while also ensuring the development agreement provides the ability of Marshalltown Company to be rebated incremental taxes equivalent to the industrial tax exemption.

As you will recall, Marshalltown Company purchased 811 East Main Street (also known as the Dunham-Bush building) and demolished the structures on that property earlier this year. By clearing the property, Marshalltown Company has been able to start constructing the second of four phases at their current location. CGA (hired by Marshalltown Company) has done some preliminary design and cost estimates for upsizing the stormwater lines along South 8th Avenue as well as creating an open stormwater retention area in the area that is currently East Linn Street east of 8th Avenue. The total cost estimated for this work is \$1.5 million. This would also include the vacation of East Linn Street from 8th Avenue approximately 370 feet to the east with easements to be maintained.

Staff is proposing that Marshalltown Company complete this scope of work and dedicate the new infrastructure back to the City. Marshalltown Company would then be reimbursed through the rebate of incremental taxes. Simply put, the City has not planned to complete these improvements or included this project in the five-year capital improvement plan (CIP). This project will also involve working with Union Pacific to put additional stormwater mains under the tracks at the end of East Linn Street. Marshalltown Company can expedite things with Union Pacific in ways that the City cannot. We have a stormwater rate study underway, and if we included the borrowing and repayment of \$1.5 million in the CIP, all rate-payers would be paying for the improvements. While this project will serve a drainage area west of 8th Avenue and

City Council

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



more than just Marshalltown Company, the necessity for the upsizing and the entity experiencing the effects of the smaller lines is Marshalltown Company.

The other proposed aspect to the development agreement is rebating incremental taxes beyond the cost of the infrastructure to compensate for the industrial tax exemption Marshalltown Company would give up for the stormwater project to be paid this way. As you will recall, you cannot combine TIF and tax exemption, as there would be no taxes to rebate if they are no taxes paid. The industrial tax exemption schedule is the following:

- 75 percent in the first year
- 60% in the second year
- 45 percent in the third year
- 30 percent in the fourth year
- 15 percent in the fifth year

Working with Marshalltown Company and Woodruff Construction, we have developed rough estimates for what this would like on Phase 2 (to be fully assessed in FY25) and Phase 3 (to be fully assessed in FY27), based on the current assessed value of Phase 1 and an estimate from the County Assessor on Phase 2 (currently under construction). Phase 2 is likely to have an assessed value of \$3.6 million and Phase 3 a likely assessed value of \$5.1 million. These two phases calculate out to be slightly more than \$700,000 in total abatement. Each phase is expected to create another 20-30 jobs.

Based on both aspects of the proposal, I am recommending the Council make a motion to direct staff to move forward with starting the process for a development agreement the rebate of 100% of incremental taxes for a 10-year period, not-to-exceed \$2.9 million. At \$2.9 million we are accounting for assumptions with the calculations that has no increases in assessed value, which is unlikely over a 10-year period. This also accounts for the delay in receiving the funds based on when expenses or incurred or normal rebates would be paid out. Marshalltown Company will carry the costs of the infrastructure project for approximately eight years (2023 to 2031) before the total costs are projected to be reimbursed, while at the same time delaying what would be the normal timeframe for the tax exemption.

The process for accomplishing the recommended motion will take until the end of the year and involve the following steps:

- November 22nd: Set public hearing on amendment to Urban Renewal Plan #2
- TBD: Set/hold consultation with the County and School District
- December 13th: Set public hearing on the Development Agreement
- December 27th: Hold public hearing on UR Plan Amendment/consider adoption
Hold public hearing on the Development Agreement/
consider adoption

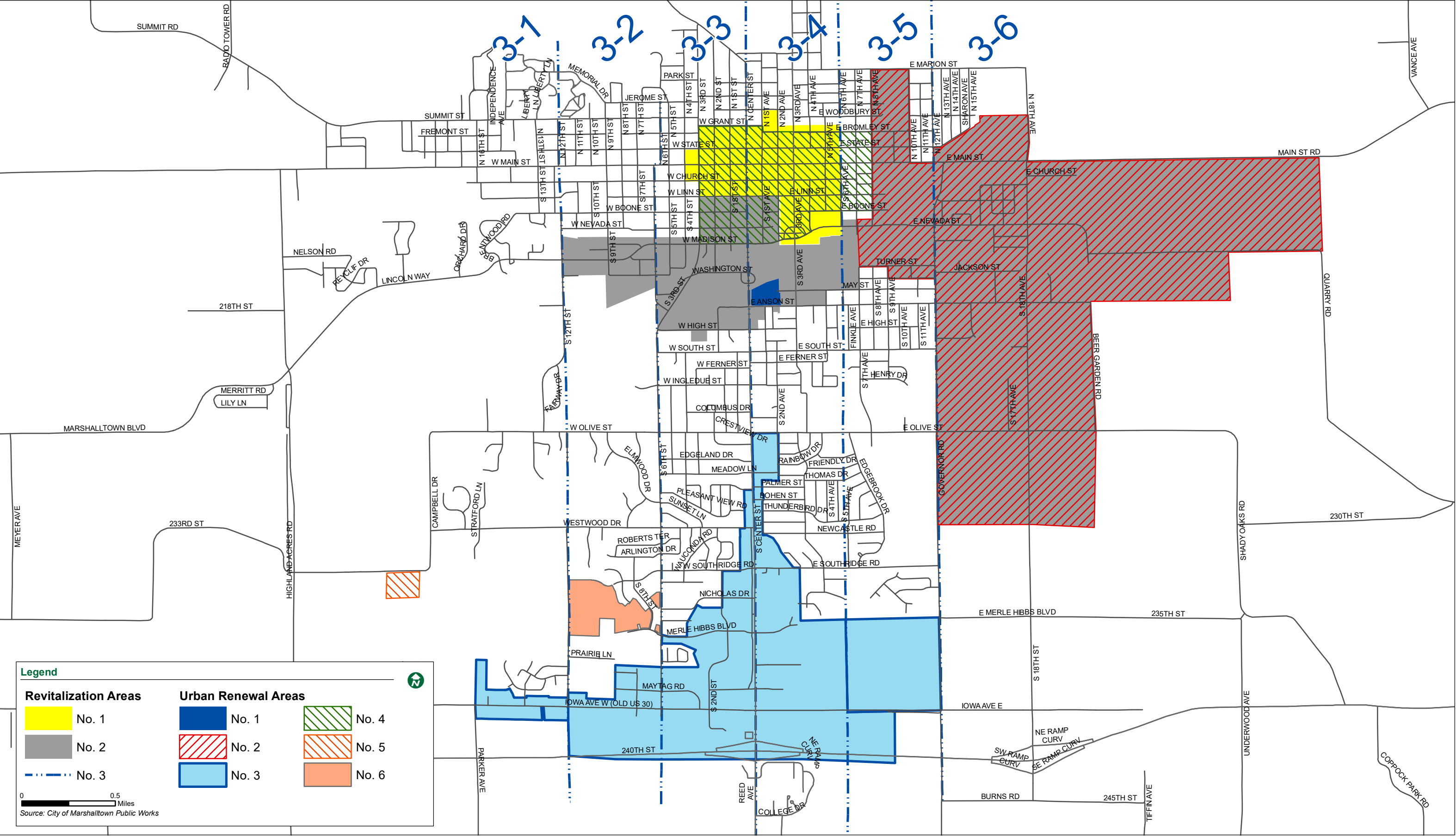
City Council

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



MARSHALLTOWN

IOWA



AMENDMENT NO. 5

to the

**CITY OF MARSHALLTOWN URBAN
RENEWAL AREA NO. 2 URBAN
RENEWAL PLAN**

for the

**MARSHALLTOWN URBAN RENEWAL
AREA NO. 2**

City of Marshalltown, Iowa

Original Plan – May 1993

Amended and Restated Urban Renewal Plan – 2002

Amendment No. 2 – December 2013

Amendment No. 3 – January 2015

Amendment No. 4 – August 2015

Amendment No. 5 – May 2018

Local Government Professional Services, Inc.

DBA – Simmering-Cory

AMENDMENT NO. 5
to the
MARSHALLTOWN URBAN RENEWAL AREA NO. 2
URBAN RENEWAL PLAN
for the
MARSHALLTOWN URBAN RENEWAL AREA NO. 2
CITY OF MARSHALLTOWN, IOWA

The Marshalltown Urban Renewal Area No. 2 Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Marshalltown Urban Renewal Area No. 2 (the “Area” or “Urban Renewal Area”), adopted in 1993 has been previously amended four times including the following amendments:

- Amendment No. 1 (2002). Amendment No. 1 amended and restated the Urban Renewal Plan No. 2 for the Marshalltown Urban Renewal Area No. 2.
- Amendment No. 2 (December 2013). Amendment No. 2 added a project, TIG Distributing, Inc., to the Urban Renewal Plan and removed a self-imposed expiration date.
- Amendment No. 3 (January 2015). Amendment No. 3 added a project, Menard, Inc., to the Urban Renewal Plan. The amendment also added land to the Urban Renewal Area.
- Amendment No. 4 (August 2015). Amendment No. 4 amended a previously authorized project for TIG Distributing, Inc., that was approved in Amendment No. 2 in December 2013.

Now the Marshalltown Urban Renewal Area No. 2 Urban Renewal Plan is being further amended for the purpose of identifying new urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 5 (“Amendment No. 5” or “Amendment”) in accordance with the provisions of Chapter 403 of the *Code of Iowa*.

Except as modified by this Amendment, the provisions of the Amended and Restated Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

The Urban Renewal Area was originally designated as both an economic development area appropriate for the promotion of commercial and industrial development and an area in which blighted conditions exist that is appropriate for blight remediation activities. Amendment No. 1 confirmed the designation of economic development and the presence of blighting factors within the area. Amendments two through four did not make any changes to the Area designation.

This Amendment makes no change in the Area designation.

ELIGIBLE URBAN RENEWAL PROJECTS (AMENDMENT NO. 5)

1. Public Improvements:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Economic Development Grant Program for Demolition and Redevelopment of Blighted Properties	2019 – 2025	\$300,000	The City plans to provide economic development grants to entities for the purpose of acquisition, demolition, and cleanup of dangerous and dilapidated properties that contribute to blighting conditions within the Area.
Security Camera Network	2018 – 2021	\$50,000	A contributing factor to the Area's blighting designation was increased crime and police calls for service. Installation of a security camera system network will aid in the prevention of crime and reduction of blighting influences. Reduction in crime may lead to increased property values and additional development within the Area.
Sidewalk and Trail Developments including the following locations: • 12th Avenue • 17th Avenue • Olive Street	2018 – 2025	\$2,000,000	A safe pedestrian transportation system is an important component to a successful economic environment and quality of life factor for communities. The City anticipates providing funding to improve pedestrian access within the Urban Renewal Area including sidewalks and trails that meet current ADA accessibility standards. Safe and accessible pedestrian paths, sidewalks and trails, can provide a low-cost and healthy transportation system for employees who work at commercial and industrial facilities within the Urban Renewal Area.
Linn Creek Trail Overlay	2018 – 2022	\$250,000	The existing Linn Creek Trail runs through the Urban Renewal Area and has deteriorated to a point that is causing safety concerns for pedestrian and bicycle traffic utilizing the trail. The City plans to rehabilitate the trail to ensure a safe travel way for users. Safe and accessible pedestrian paths, sidewalks and trails, can provide a low cost and healthy transportation system for employees who work at commercial and

			industrial facilities within the Urban Renewal Area.
Park Improvements	2019 – 2026	\$300,000	Parks are an important part of quality of life which may attract families and employees to neighborhoods. The City is proposing to enhance two parks within the Urban Renewal Area to ensure adequate safety for residents and visitors. The parks include Peterson Park and Optimist Park. Potential improvements include security lighting, connections to pedestrian pathways (trails and sidewalks), and updating park equipment to meet current safety standards.
Beer Garden Road Development – Approximately 1,300 Feet of New Road	2019 – 2022	\$4,000,000	Development of a new road on the west side of the proposed new industrial park. The City anticipates the need to develop a new road on the west side of the proposed new industrial park to facilitate traffic flow to existing and new businesses developed in the area. Development of the road may also open up additional land for new development.
Marshalltown Industrial Park Development – 18 th Avenue	2019 – 2025	\$2,000,000	The City is actively marketing a 25-acre area as a potential new industrial park. Depending on interest in the site the potential is for five, five-acre sites. With development of the site the City anticipates the need for infrastructure improvements which may include streets, water, sanitary sewer, sidewalks, street lighting, and storm water facilities.
Storm Water System Improvements on 8 th Avenue, Main Street, and Nevada Street	2019 – 2025	\$2,000,000	Lack of an adequate storm water system can lead to blight conditions and lack of development. Parts of the Urban Renewal Area have no storm water system or a very limited system. The City anticipates a need to install new storm water facilities within this area as development and redevelopment occur.
Development of a New Street Connecting Street between S. 12 th Avenue and S. 18 th Avenue	2019-2025	\$1,000,000	To encourage development within the Area the City anticipates a need to develop a connecting street, yet unnamed, between S. 12 th Avenue and S. 18 th Avenue. The development would consist of the purchase of land for the road as well as the construction of the new road. The addition of a connecting road will open up potential for new economic development and facilitate better traffic flow within the Area.

NOTE: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

2. Tax Rebate Program: The City anticipates that there will be a need to provide incentives to developers within the Urban Renewal Area, in the form of tax increment rebates to incentivize economic development and remediation of blight within the Urban Renewal Area.

The following general program guidelines and benefits will be based on the following, subject to review by the City Council:

- Projects must be located within the Urban Renewal Area.
- Prior to providing any rebate under this program the City will hold a public hearing(s) as required by Iowa Law and will approve a Development Agreement outlining details specific to the development and any rebates to be approved.
- Priority for agreements will be given to projects that result in the creation of new jobs and/or new taxable value for the City of Marshalltown.
- Rebates provided will be subject to annual appropriation by the City Council.
- Projects should not create an unfair advantage over similar businesses within the Urban Renewal Area as determined by the City Council.
- Projects will not be participating or taking advantage of other City incentives including, but not limited to, Urban Revitalization (tax abatement) or other tax exemption programs.
- Rebate agreements will not be approved for amounts less than \$10,000 nor more than \$1,000,000.
- Rebate agreements will not exceed a maximum of ten years.
- The City does not anticipate more than ten development agreements to be approved under this program without reauthorization.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000 Annually

FINANCIAL INFORMATION

1.	July 1, 2017 Constitutional Debt Limit:	\$68,225,606
2.	Outstanding General Obligation Debt:	\$33,349,985
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 5) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area, as amended. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 5) as described above will be approximately as stated in the next column:	\$11,900,000 plus up to \$25,000 annually for planning expenses and up to \$10,000,000 in the City's Tax Rebate Program for economic development and blight remediation projects subject to annual appropriation by the City Council. This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

EFFECTIVE PERIOD

This Amendment No. 5 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

At the time the original Urban Renewal Area was adopted in 1993, the plan was designated as a mixed economic development and blighted area and therefore the Area is not subject to the statutorily required expiration on the ability to collect incremental taxes set out in the *Code of Iowa* section 403.17(10). Amendment No. 2, adopted in 2013, removed a self-imposed expiration date and clarified that the division of revenue in the Area is not subject to any sunset. This Amendment No. 5 makes no change to the effective period of the Area.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of this Amendment No. 5 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

Current Lease Agreement

Airport Manager Fee



- City pays \$7,705/year for management
- City pays \$20.78/hour reimbursement for maintenance

Hangar Rental



- Marshalltown Aviation pays \$27,271 annually to lease buildings; collects all rents above and beyond
- Marshalltown Aviation pays all costs of operating facilities

Fuel Sales



- Marshalltown Aviation purchases/dispenses fuel
- City receives \$0.08/gallon

Airport Manager Information

- Excludes many cities which have comparable population due to air service (Part 139 Airports)
- Airport Managers are City employees
- FBO is contracted**
 - Ottumwa has recently hired an employee to perform FBO services
- Does not include wages/costs for other employees

AIRPORT MANAGER WAGES

- Clinton- \$64,314
- Ottumwa- \$50,149-64,563
- Independence - \$56,948
 - Iowa City - \$65,708
 - Ames - \$100,997

Proposed Agreement- Management



- Increase management fee
 - \$7,705 in 1980 is \$25,650 today
 - Recommendation: Start at \$28,000 with \$1,500 increases for subsequent years
- Provide set fee for maintenance rather than increase hourly rate
 - Currently \$20.78/hour = \$22,000
 - Recommendation: \$25,000
- Recommend five-year term

Proposed Agreement- FBO



- Recommend increasing lease payment to \$28,000 annually to reflect the new hangar
- Recommend increased fuel payment to \$0.12/gallon to City for increased UST requirements
- Recommend 15 year term

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: November 1, 2021
RE: Airport Agreements Follow-Up

The discussion of the Airport and the contractual arrangements with Marshalltown Aviation brought about some additional questions for the Council which are hopefully answered with this additional information and recommendations. Please see the attached slides for a brief summary of this information.

The discussion around the Airport Manager fee was to see what comparable cities are doing. Comparable airports are very different from our comparable cities. Burlington, Fort Dodge, and Mason City all offer passenger air service, which is completely different from our operations. So the following list looks different from cities we would normally talk about. The following all have City employees as Airport Manager, with all but Ottumwa having a contracted FBO:

- Clinton- \$64,314
- Ottumwa- \$50,149-64,563
- Independence - \$56,948
- Iowa City - \$65,708
- Ames - \$100,997

While we are not looking to hire an employee, I think this helps the case of keeping the Airport Manager function as a contracted service with Marshalltown Aviation. There seemed to be consensus that \$7,705 annually was too low, so I propose the following recommendation:

- Year 1: \$28,000
- Year 2: \$29,500
- Year 3: \$31,000
- Year 4: \$32,500
- Year 5: \$34,000

The recommendation to change the hourly reimbursement in the Airport Management agreement from \$20.78/hour to a flat annual rate of \$25,000 is still on the table as well for the entire 5 years of the agreement.

The recommendation for the FBO agreement is to increase the rent paid to the City from \$27,271 to \$28,000 and to increase the fuel reimbursement to the City from \$0.08 to \$0.12.

If these terms look agreeable, we can start working on the contractual language with Marshalltown Aviation to make bring back contracts for your approval at the November 22nd City Council meeting.

City Council

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



MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

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November 4, 2021

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: Chapter 120 Tree Trimmers

Policy Issue: Goal 3 / Objective 1 of the Strategic Plan: Review City-issued licenses and permits for necessity.

Recommendation: To repeal Chapter 120: Tree Trimmers and all references to this license in Chapter 58: Vegetation.

Background:

Chapter 120: Tree Trimmers requires any person or firm engaging in the business or occupation of tree work be licensed by the City. The application process requires the business information, equipment used and proof of insurance. The applications are then approved by the City Council.

The State of Iowa does not require tree contractors to be licensed. Staff recommend repealing this license to eliminate city involvement with citizen civil complaints against tree contractors. The city does not have staff available to investigate complaints. Citizens hiring a contractor have the means to verify insurance coverage on their own as they would any contractor they hire for services.

Budget Impact: There would be a savings of staff time for the processing and renewal of these permits. There would be a revenue reduction of \$25 per permit, approximately \$300/year.

Attachment: Chapter 120: Tree Trimmer Permits
Chapter 58: Vegetation

CITY COUNCIL

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



CHAPTER 120: TREE TRIMMERS

Section

120.001 Tree trimmer license required

120.002 Work performed

120.999 Penalty

§ 120.001 TREE TRIMMING LICENSE REQUIRED.

(A) It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing street, park or private trees within the city without first applying for and procuring a license from the City Clerk. The license fee shall be set by Council resolution. However, a license shall not be required of any public service utility company or city employee doing such work in the pursuit of their public service endeavors. Before any license shall be issued, each applicant shall first file evidence of possession of insurance pursuant to § 10.009 of this code of ordinances.

(B) The license shall be further conditioned upon the permittee complying with all the pertinent sections of this code and other city ordinances relating to or in any way connected with the work to be done or contemplated to be done under such license including the payment of all fines against the licensee, his or her servants, agents, employees or subcontractors in connection with work done or contemplated under such permit.

(2013 Code, § 27-28) (Ord. 14429, passed 6-14-1993; Ord. 14609, passed 12-30-1998)

§ 120.002 WORK PERFORMED.

Work performed shall be in accordance with Chapter 58 of this code of ordinances.

§ 120.999 PENALTY.

Violation of any section of this chapter shall be deemed to be a municipal infraction and be punished by a penalty as provided in § 10.999(A) of this code of ordinances.

(2013 Code, § 27-30) (Ord. 14429, passed 6-14-1993; Ord. 14970, passed 11-27-2017)

CHAPTER 58: VEGETATION

Section

General Provisions

- 58.001 Purpose
- 58.002 Removal of weeds, vines and brush
- 58.003 Definitions

Trees

- 58.015 Injuring or damaging
- 58.016 Fastening materials
- 58.017 Planting in public alleys and utility easements
- 58.018 Public utilities
- 58.019 Planting permit
- 58.020 Certain species prohibited
- 58.021 Spacing and placement in terrace areas
- 58.022 Planting distance from street intersections and from driveways
- 58.023 Location of underground utilities
- 58.024 Unauthorized trimming prohibited; permit required
- 58.025 Trimming and removal of hazardous terrace trees
- 58.026 Removal and trimming on private property
- 58.027 Notice and assessment of costs to property owners
- 58.028 Barricades and other protective devices required

- 58.999 Penalty

GENERAL PROVISIONS

§ 58.001 PURPOSE.

(A) It is the policy of the city to regulate and control the planting, removal, pruning and protection of trees and other vegetation within streets, highways and alley rights-of-way and public park areas within the boundaries of the city; to eliminate and guard against dangerous conditions which may result in injury to persons using the public areas of the city; to prevent damage to any public sewer or water main, street, sidewalk or other public property; to protect trees located in public areas from undesirable and unsafe planting, removal, pruning and protection practices; and to guard all trees within the public areas of the city against the spread of disease or pests. The provisions of this chapter shall apply to all trees, shrubs, weeds, vines and brush planted in or upon any public area and in certain instances on private property within the city and any existing trees that violate other sections of this chapter.

(B) It is also the intent of this chapter to maintain all public and private areas in the city in such a manner that they are free of weeds, vines and brush; to eliminate and guard against dangerous conditions which may cause injury or illness to persons using the public areas; to promote and enhance the beauty of the city; and to guard against pestilence and widespread weed invasion of any area of the city. State legislation or State Department of Transportation rules take precedence over this chapter if along a state-designated highway.

(2013 Code, § 27-1) (Ord. 14429, passed 6-14-1993)

§ 58.002 REMOVAL OF WEEDS, VINES AND BRUSH.

All areas of the city are to be kept free of any noxious weeds and shall also be kept free of any other weeds, vines or brush for health and safety reasons.

(2013 Code, § 27-2) (Ord. 14429, passed 6-14-1993)

§ 58.003 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALLEY. A thoroughfare through the middle of a block giving access to the rear of a building.

PARK. Any property owned in whole or in part by the city used in whole or in part for recreational purposes, wildlife purposes or other municipally-owned public purpose related to recreation or wildlife, but does not include parkings or terraces or municipal parking lots.

PROPERTY OWNER. The contract purchaser if there is one of record, otherwise the record holder of legal title.

PUBLIC AREA. Parks and other lands owned or leased by the city and all terraces along all streets, highways, boulevards and alleys.

SHRUB. A woody plant with several stems and usually with a low mature height of eight feet or less.

STREET INTERSECTION. The intersection of the public street right-of-way lines of the two intersecting streets. On streets that have sidewalks, this would be the intersection of the inside edges on the private property side of the sidewalks.

TERRACE. The city-owned street right-of-way or street easement area between the property line and the outside edge of any street, road or boulevard in the city, including the sidewalk if present.

TREE. Any woody perennial plant of any age with a main trunk and many branches, and includes living or dead trees and standing or fallen trees.

(2013 Code, § 27-3) (Ord. 14429, passed 6-14-1993)

TREES

§ 58.015 INJURING OR DAMAGING.

(A) No person shall in any public area of the city break, injure, mutilate, kill or destroy any tree or shrub; permit any animal under his or her control to do so; permit any fire to injure any portion of any tree or shrub; or permit any toxic chemicals or materials to seep, drain, be emptied on or otherwise enter into any tree or shrub.

(B) It shall be unlawful for any person to cut, damage, carve, transplant or remove any tree, or injure the bark of any tree located in a park, except for authorized city personnel in the performance of his, her or their duties.

(C) During building operations, commercial promotions or public promotions, the builder or sponsor shall erect suitable protective barriers around public trees and shrubs that may be injured.

(2013 Code, § 27-15) (Ord. 14429, passed 6-14-1993) Penalty, see §58.999

§ 58.016 FASTENING MATERIALS.

No person shall fasten any sign, rope, wire or other materials to or around or through any trees or shrubs in any public area, except in emergencies such as storms or accidents.

(2013 Code, § 27-16) (Ord. 14429, passed 6-14-1993) Penalty, see §58.999

§ 58.017 PLANTING IN PUBLIC ALLEYS AND UTILITY EASEMENTS.

It shall be unlawful to plant any tree or other woody plant material within any platted alley right-of-way or dedicated utility or walkway easement area within the city.

(2013 Code, § 27-17) (Ord. 14429, passed 6-14-1993) Penalty, see §58.999

§ 58.018 PUBLIC UTILITIES.

Public utility work affecting trees or shrubs, including cutting, trimming, pruning and the use of approved growth inhibitors, shall be limited to the actual necessities or protection of the services of the company and such work shall be done in a professional manner and in accordance with proper arboricultural standards. Trees growing on private land, but encroaching public right-of-way or utility easements, may be trimmed for the protection of the services of the company.

(2013 Code, § 27-18) (Ord. 14429, passed 6-14-1993)

§ 58.019 PLANTING PERMIT.

(A) No person shall plant a tree in a terrace area unless he or she has completed a planting permit application at the Parks and Recreation Office and has been issued a permit by the City Parks and Recreation Director or his or her designee.

(B) (1) Trees shall be subject to conditions of the permit. Conditions of the permit shall include a requirement for diversity of species withal, the planting area, as well as other conditions as may be provided elsewhere in this subchapter.

(2) Whenever a tree is planted in conflict with the provisions of the permit or without obtaining a permit, it shall be lawful for city staff to remove or cause removal of the tree.

(3) The cost of the removal of such tree may be charged to the property owner responsible for the planting.

(2013 Code, § 27-19) (Ord. 14429, passed 6-14-1993; Ord. 14774, passed 10-24-2005; Ord. 14947, passed 3-14-2016)

§ 58.020 CERTAIN SPECIES PROHIBITED.

(A) (1) It shall be unlawful to plant any tree species on or adjacent to any street, terrace, avenue or highway in the city that has been identified on a list of prohibited species compiled by city staff. The list shall be kept on file at the Parks and Recreation Office and on the city website. The City Council may issue a special decorative planting permit for planting evergreen and deciduous shrubs with a mature height greater than 12 inches within the terrace area for decorative purposes.

(2) Each request will be reviewed upon its own merits, and the proposed plantings at mature height shall not interfere with pedestrian and vehicular safety or the free use of the street or sidewalk.

(B) It shall also be unlawful to plant any tree species that bears fruit, except for male sterile varieties, on a city terrace or on private property in a location where the tree will overhang a sidewalk.

(C) Any plant species prohibited by this section, but in place on the effective date of Ord. 14429, need not be removed by virtue of its mere existence unless interference with other sections of this chapter so requires.

(D) A list of tree species recommended for public right-of-way plantings will be compiled by city staff and kept on file at the Parks and Recreation Office and on the city website.

(2013 Code, § 27-20) (Ord. 14429, passed 6-14-1993; Ord. 14774, passed 10-24-2005; Ord. 14947, passed 3-14-2016) Penalty, see § 58.999

§ 58.021 SPACING AND PLACEMENT IN TERRACE AREAS.

(A) All trees planted on or adjacent to any street, highway, terrace or avenue in the city shall be planted in a location that is midway between the outer line of the sidewalk and the curb where the curb line is established or midway between the proposed sidewalk and designed curb locations as established by the Director of Public Works/City Engineer where no sidewalk or curb is established. No tree shall be planted nearer than three feet to the curb or outer sidewalk line. On terraces 14 feet wide or greater, trees shall be planted seven feet from the outside edge of the sidewalk.

(B) (1) Trees planted on or adjacent to a highway shall be planted ten feet back from the back of the curb line.

(2) Other special considerations do exist and a special permit must be secured from the state's Department of Transportation; contact the local state's Department of Transportation Engineer. Tree spacing for trees included in the listing of recommended tree for terrace areas less than eight feet in width as specified under § 58.020 of this chapter shall be planted no closer than 20 feet from one another, nor closer than 30 feet to a large tree.

(3) Large trees such as those listed in the recommended tree species for terrace areas of eight feet or more in width shall be planted no closer than 40 feet from one another.

(4) Trees shall be planted no closer to a utility pole than a distance equal to the mature spread of the tree species being planted.

(2013 Code, § 27-21) (Ord. 14429, passed 6-14-1993)

§ 58.022 PLANTING DISTANCE FROM STREET INTERSECTIONS AND FROM DRIVEWAYS.

No tree shall be planted closer than 30 feet to a street intersection. No tree shall be planted closer than ten feet to a driveway or alley in residential terrace areas of the city. Spacing of trees from commercial driveways shall be judged on an individual basis.

(2013 Code, § 27-22) (Ord. 14429, passed 6-14-1993) Penalty, see §58.999

§ 58.023 LOCATION OF UNDERGROUND UTILITIES.

Before any digging is done in terrace areas, all underground utilities shall be located by the proper utility service companies, in particular mechanical diggers. Call 1-800-292-8989, 48 hours before planting to verify all underground utilities located in the terrace area by the proper utility companies.

(2013 Code, § 27-23) (Ord. 14429, passed 6-14-1993)

§ 58.024 UNAUTHORIZED TRIMMING PROHIBITED; PERMIT REQUIRED.

It shall be unlawful to trim or cut in any manner, other than that otherwise allowed in this subchapter, any tree on any terrace, street, avenue and highway or in any public place in the city without the person receiving a permit from the parks and recreation office. Property owners, agents or occupants may trim limbs or branches not exceeding six inches in diameter from trees on terrace areas adjacent to their property without a written permit. Such cutting or trimming shall conform to the arboricultural specifications and standards of practice adopted by the city staff.

(2013 Code, § 27-24) (Ord. 14429, passed 6-14-1993; Ord. 14947, passed 3-14-2016)

§ 58.025 TRIMMING AND REMOVAL OF HAZARDOUS TERRACE TREES.

(A) The city shall be responsible for removing dead or diseased trees from all public areas within the city. The abutting

property owner, agent or occupant shall be responsible for trimming and maintaining the trees on the terrace abutting his, her or their property. Trees shall be so trimmed that the overhanging branches shall be at least 15 feet above the surface of the street and at least eight feet above the surface of the sidewalk so as not to interfere with the street lighting or the free and safe use of the street and sidewalk by the public, taking into consideration tree maturity and size. Branches or limbs over six inches in diameter or trees on terrace areas shall only be removed by the city, a public service company or a person or firm licensed under § 120.001 of this code of ordinances upon a permit issued by City Clerk. No permit shall be required of any public service company or city employee doing such work in the pursuit of their public service endeavors.

(B) The city may serve notice as per section §58.027 of this chapter to the abutting property owner, agent or occupant to trim or otherwise maintain the trees on the abutting terrace or remove trees, other than dead or diseased trees, that are not in compliance with the provisions of this subchapter. If the abutting property owner, agent or occupant does not perform the required action required within a reasonable time, the city may perform the required action and assess the costs against the abutting property as per § 58.027 of this chapter.

(C) The city shall have the authority to trim or remove any tree, shrub or other plant material planted on any city terrace for non-compliance of this subchapter. This work shall be done at city expense if notice is not given to the abutting property owner.

(2013 Code, § 27-25) (Ord. 14429, passed 6-14-1993)

§ 58.026 REMOVAL AND TRIMMING ON PRIVATE PROPERTY.

(A) The property owner, agent or occupant of any lot or parcel of land shall keep the trees on his or her property so trimmed that the overhanging branches shall be at least 15 feet above the surface of the street and at least eight feet above the surface of the sidewalk so as not to interfere with the street lighting or the free and safe use of the street and sidewalk by the public and shall be kept free of dead limbs and branches, taking into consideration the tree maturity and size.

(B) Trees, branches or limbs over 12 inches in diameter on private property shall only be removed by a person or firm licensed under § 120.001 of this code of ordinances unless the tree canopy is inside the property. A licensed, bonded tree firm or person should do felling of all trees on private property.

(C) The city shall have the right to trim or prune any tree or shrub on private property without notice when it overhangs public property and interferes with the proper spread of light along the street from a streetlight or interferes with visibility of any traffic control device or sign. The city may serve notice on the abutting property owner as per § 58.027 of this chapter to remedy the situation and assess the cost to the property.

(2013 Code, § 27-26) (Ord. 14429, passed 6-14-1993)

§ 58.027 NOTICE AND ASSESSMENT OF COSTS TO PROPERTY OWNERS.

(A) If the property owner does not perform an action required under this subchapter within a reasonable time after notice, the city may perform the required action and assess the costs against the property for collection in the same manner as a property tax. Notice may be by certified mail or other service to the address of the property owner as well as the occupant of the premises as shown by the records of the County Auditor and shall state the time within which action is required.

(B) In an emergency, the city may perform any action which may be required under this subchapter without prior notice if it is deemed an imminent hazard to the safety and well-being of the public and assess the costs as provided in this section after notice to the property owner and hearing. All action taken by the city without notice to the property owner is done at city expense and shall not be assessed to the property owner.

(2013 Code, § 27-27) (Ord. 14429, passed 6-14-1993)

§ 58.028 BARRICADES AND OTHER PROTECTIVE DEVICES REQUIRED.

When necessary for the protection of the public, guards, barricades or other protective devices or warnings shall be maintained on any sidewalk, street or other public places where trees are being trimmed or removed. Barricades and other protective devices shall meet the standards set forth by the Public Works Department. Traffic on any street shall not be barricaded without first obtaining permission therefor from the Public Works Department and notifying the Fire Department, Police Department and the ambulance service of the closing and again when the street is reopened.

(2013 Code, § 27-29) (Ord. 14429, passed 6-14-1993)

§ 58.999 PENALTY.

Violation of any section of this chapter shall be deemed to be a municipal infraction and be punished by a penalty as provided in § 10.999(A) of this code of ordinances.

(2013 Code, § 27-30) (Ord. 14429, passed 6-14-1993; Ord. 14970, passed 11-27-2017)

MARSHALLTOWN

I O W A

November 8, 2021

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Zoning Ordinance Update Discussion

Overview & Project Goal

Kendig Keast Collaborative (KKC) has been working with the City all year on the zoning ordinance update. This has involved significant review and discussion with City staff and participation with a steering committee and other City boards. The draft ordinance includes more than 200 pages of text, tables and graphics. KKC pulls code language from best practices around the country in with our current standards to create an updated code. The goal of this project has been to update our codes so that we are compliant with legal changes, flexible with development standards to encourage growth, inclusive of changing trends in the development world and to ensure that the code is enforceable with a lean department.

Code Sections

The code includes the following sections:

- General Provisions
- District Development Standards
- Use Standards
- Building and Site Design Standards
- Parking, Loading and Stacking
- Landscaping Buffering and Screening
- Signs
- Outdoor Lighting
- Development Review Bodies
- Development Review Procedures
- Legislative Review Procedures
- Administrative Review Procedures
- Quasi-judicial Review Procedures
- Nonconformities
- Enforcement and Remedies
- Word Usage

Zoning District Changes

The Zoning Ordinance includes a zoning map to identify where district boundaries fall. Staff is still in the process of reviewing the map boundaries and identifying areas that may need to be adjusted beyond the direct classification change. We will see a significant change in the number

Housing & Community Development

36 North Center Street, Marshalltown, IA 50158 - Tel. (641) 754-5756 - Fax (641) 754-5742
The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

of zoning districts. Currently the City has 20 different districts. This will be reduced down to 12 districts. The following table shows the anticipated comparison.

Proposed District	Includes the Former Districts
AG, Agricultural	A-1, Agricultural Reserve
RR, Rural Residential	R-1, Low Density Residential
RL, Low-Density Residential	R-2, Low Density Residential and R-2A, Low Density Residential
RM, Medium-Density Residential	R-3, Medium Density Residential, R-4, Medium Density Residential and R-6, Mobile Home Park
RH, High-Density Residential	R-5, High Density Residential,
MU, Mixed-Use	TN, Traditional Neighborhood and NC, Neighborhood Commercial
DT, Downtown (or UC, Urban Core)	TN, Traditional Neighborhood, CBD, Central Business District and OP, Office Park
GC, General Commercial	GC, General Commercial, PC, Planned Commercial, CC, Community Commercial, RC, Regional Commercial and OP, Office Park
GI, General Industrial	M-1, Light Industry and M-2, Heavy Industry
PUD, Planned Unit Development	PUD, Planned Unit Development
PI, Public and Institutional	ED, Education District and OP, Office Park
REC, Recreational	New District covering multiple zones

Hot Topics

The majority of the code is fairly routine and covers standard practices related to uses, setbacks, design standards, parking and signs. There are always a few topics which attract more interest and conversation. As staff we have discussed some of these issues and have recommendations however we recognize that the Council may want to discuss some of these hot topics now and provide direction before we finalize the draft. The entire ordinance will be presented but our goal is to have a final product can supported with minimal amendments.

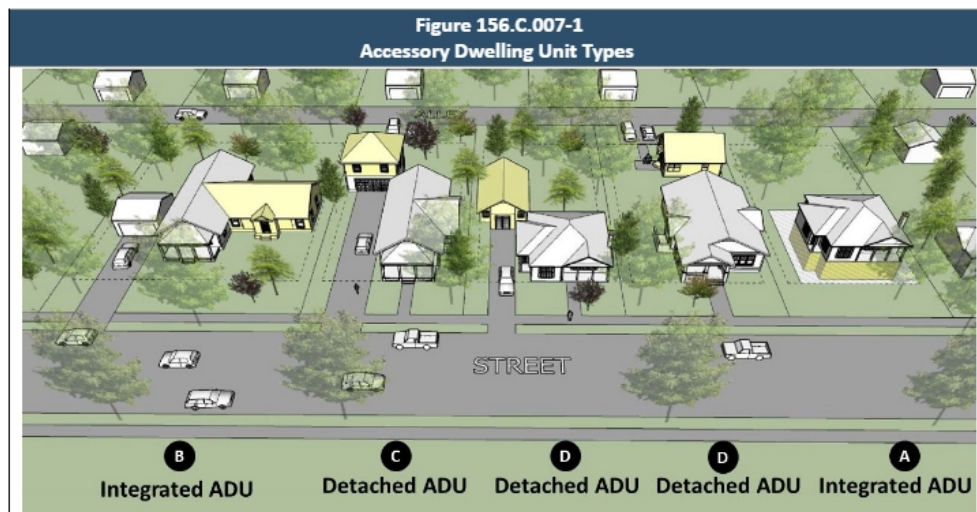
- *Signs:* Signs are one of the most discussed topics we have in the zoning. Most recently there has been a lot of discussion related to political signs as we close out an election season. Recent case law has resulted in limitations on regulating signs based on content. This means you cannot read it in order to regulate it. We can regulate size and location for various signs. Temporary signs are commonly political, real estate for sale/lease, garage sales, contractor and special events. We cannot allow one type and deny another. **Request for direction: Would the Council like to allow temporary signs to be placed in the right-of-way?**
- *Home Occupations:* The City has historically regulated home occupations through a registration process and with Special Use Permits. There are several types of businesses that occur which should be registered under our current guidelines that staff is considering

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exempting from the registration requirement. With the increase in teleworking due to COVID there are a number of people now working from home. We are most concerned with businesses that have employees, high traffic or impact on the neighborhood. Businesses such as professional services, business management, or independent consultants for things like Avon, Pampered Chef or Scentsy are activities that generally have little to no impact on a neighborhood. **Request for direction: Would the Council support exempting low-impact businesses from the home occupation registration requirements?**

- *Accessory Dwelling Units (ADU)/Tiny House/Cottage Court Development:* The new code allows for different development types in certain residential districts. There are multiple types of ADUs. They can be integrated (attached) or detached from the primary dwelling. A tiny house has a max floor area of 400 s.f. and a cottage court dwelling has a max floor area of 1,200 s.f. The following sample graphics show examples of these development types. **Request for direction: Would the Council like to allow these new housing alternatives?**



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- *Accessory Buildings:* We have had requests over the years for larger accessory structures to be built on large lots. Staff is proposing allowing for a tiered increase which would allow an additional 1,000 s.f. of building for each acre between 5 and 10 acres. The maximum allowable on a 10+ acre lot would be 10,000 s.f. of accessory structures. **Request for direction: Would the Council support adding this additional accessory building allowance for large lots?**

Remaining Process

City staff is still reviewing the draft ordinance and mapping of districts. The tentative dates for completion are as follows:

- December 16, 2021 – Presentation of the ordinance to the Plan & Zoning Commission by city staff with Kendig Keast Collaborative assistance. Steering Committee, Council and Board of Adjustment invited to attend.
- January 13, 2022 – Plan & Zoning Commission holds Public Hearing and makes a recommendation to the City Council.
- January 24, 2022 – 1st Reading of the ordinance with the City Council.
- February 14, 2022 – 2nd Reading of the ordinance with the City Council.
- February 28, 2022 – 3rd Reading of the ordinance and Public Hearing with the City Council.

Should significant changes be made during the review process the timeline will be extended.

If there are any questions relating to the project or other areas you would like to discuss, please contact me at mspohnheimer@marshalltown-ia.gov or 641-754-5756.

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