

Public Participation in a City Council Meeting:

The Public Comment portion of the meeting is the time to address the Mayor and City Council on topics not on the agenda. If a member of the public wishes to comment on an item on the agenda, they may do so while that item is being discussed by coming to the microphone and stating your name and address. Comments should be limited to 3 minutes or less and should be addressed to the Mayor and Council as a whole and not individually. Response from elected officials or staff is at the Mayor's discretion.

**CITY OF MARSHALLTOWN COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
AUGUST 28, 2023, 5:30 PM**

A. CALL TO ORDER**B. PLEDGE OF ALLEGIANCE****C. ROLL CALL**

Hoop, Isom, Kell, Ladehoff, Schneider, Thompson

D. 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 meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**1. RECOGNIZE MAYOR FLOYD HARTHUN****2. YEARS OF SERVICE - AUGUST**

- o Stephen Sheets - Police - 10 years
- o Debbie VanGundy - Library - 10 years

F. CONSENT AGENDA**1. APPROVE MINUTES 08/14/23 MEETING AND BILL LIST
\$2,014,511.96**

Documents:

[2023-08-14 SIGNED Council Minutes.pdf](#)
[2023-08-28_BILL LIST Summary.pdf](#)
[2023-08-28_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWALS

- KWIK STAR #394, 2500 S CENTER ST
- GOLDEN LAND ASIAN FOOD GROCERY STORE, 11 E STATE ST
- THE FLYING ELBOW, 229 N 13TH ST

3. RECEIPT OF BUILDING & TRADE PERMIT REPORT - JULY 2023

Documents:

[0723.pdf](#)

4. RESOLUTION 2023-167 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR THE PURCHASE OF A GLOBAL NAVIGATION SATELLITE SYSTEM FOR THE MARSHALLTOWN POLICE DEPARTMENT

Documents:

[2023-08-28_2023-167_Resolution Approving LOST for GNSS.pdf](#)
[2023-08-28_2023-167_Memo Global Navigation Satellite System GNSS Funding Request.pdf](#)
[2023-08-28_2023-167_Global Navigation Satellite System \(GNSS\) Equipment Purchase Quote.pdf](#)

5. RESOLUTION 2023-168 APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF MARSHALLTOWN REGARDING STATE SETOFF PROGRAM

Documents:

[2023-08-28_2023-168_Resolution Approving MOU IDR Setoff Program.pdf](#)
[2023-08-28_2023-168_Memo MOU for Setoff Program.pdf](#)
[2023-08-28_2023-168_IDR MOU Setoff Program_Fillable Updated.pdf](#)

G. MOTIONS

1. MOTION TO APPROVE SPECIAL CLASS C RETAIL ALCOHOL LICENSE FOR THIRSTY PIGS LLC FOR OKTEMBERFEST EVENTS 9/21-9/24

H. RESOLUTIONS

1. RESOLUTION 2023-169 APPROVING THE VOLUNTARY SEVERANCE OF 2460 REED AVENUE (PARCEL 8318-14-453-005) AND 2460-A REED AVENUE (PARCEL 8318-14-453-004) FROM THE CITY OF MARSHALLTOWN, IOWA

Documents:

[2023-08-28_2023-169_Resolution Approving Severance - Monte Eaton.pdf](#)
[2023-08-28_2023-169_MEMO_Application fo Severance of Property_23 08 14.pdf](#)
[2023-08-28_2023-169_Severance Request_PIN 8318-14-453-004_2460-A Reed Ave.pdf](#)
[2023-08-28_2023-169_Severance Request_PIN 8318-14-453-005_2460 Reed Ave.pdf](#)
[2023-08-28_2023-169_Severance Comments Received _ Merge.pdf](#)

2. PUBLIC HEARING AND RESOLUTION 2023-170 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE KIWANIS PARK IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK22003

Documents:

[2023-08-28_2023-170_Resolution Approve Plans, Specs Kiwanis Park Improvements.pdf](#)
[2023-08-28_2023-170_PRK22003_Memo PH Kiwanis Park Improvements.pdf](#)
[2023-08-28_2023-170_Kiwanis Park EOPC - Engineer Cost Estimate.pdf](#)
[2023-08-28_2023-170_Kiwanis Park Final Plans_Signed 7-18-23.pdf](#)
[2023-08-28_2023-170_SIGNED Notice to Bidders and Notice of Public Hearing.pdf](#)
[2023-08-28_2023-170_SIGNED Resolution Order Construction Kiwanis Park Improvements.pdf](#)

3. PUBLIC HEARING FOR THE STATUS OF FUNDING UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING UPPER STORY CONVERSION PROJECT FOR WILLARDS BUILDING

Documents:

[2023-08-28_PH_Public Hearing Notice.pdf](#)
[2023-08-28_PH_Memo Setting PH Status of Funding Update CDBG Housing Upper Story Conversion.pdf](#)
[2023-08-28 PH SIGNED Resolution Setting PH Status](#)

I. ORDINANCES

1. ORDINANCE 15071 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003: BUILDING CODE AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003: BUILDING CODE WHICH ADOPTS BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE, 2021 INTERNATIONAL RESIDENTIAL CODE, 2021 INTERNATIONAL EXISTING BUILDING CODE, 2021 INTERNATIONAL MECHANICAL CODE, 2012 INTERNATIONAL ENERGY CONSERVATION CODE, 2021 UNIFORM PLUMBING CODE AS ADOPTED BY THE STATE OF IOWA, AND THE 2020 NATIONAL ELECTRICAL CODE AS CURRENTLY USED BY THE STATE OF IOWA, AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CHAPTERS 54 AND NFPA 58 WITH CERTAIN AMENDMENTS

Documents:

[2023-08-28_ORD 15071_CH 151 Amendment to Building Code.pdf](#)
[2023-08-28_ORD 15071_Memo CH 151 Amendment to Building Code.pdf](#)

J. DISCUSSION

1. DISCUSSION - REQUEST TO PURCHASE RIGHT-OF-WAY

Documents:

[2023-08-28_DISCUSSION_Memo Request to Purchase ROW.pdf](#)
[2023-08-28_DISCUSSION_Request to Purchase ROW.pdf](#)

2. DISCUSSION - CHAPTER 50 GARBAGE AND REFUSE AMENDMENT

Documents:

[2023-08-28_DISCUSSION2_Chapter 50 Garbage and Refuse Amendment.pdf](#)
[2023-08-28_DISCUSSION2_Memo Chapter 50 Garbage and Refuse Amendment.pdf](#)

K. ADJOURNMENT

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 at www.marshalltown-ia.gov.



COUNCIL PROCEEDINGS
AUGUST 14, 2023

Mayor Joel Greer called the meeting to order at 5:30 pm, August 14, 2023, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson.

PUBLIC COMMENT

Jim Shaw, 522 N 2nd St, shared another story of a pit bull attack and advised the need for more restrictions in our ordinance.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

Mayor Greer recognized the Finance Department with the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for FY22.

CONSENT AGENDA

Motion by Schneider, second by Kell to adopt the consent agenda APPROVE MINUTES 07/24/23, 07/25/23, 07/27/23, 07/31/23 MEETINGS AND BILL LIST \$1,942,860.66; APPROVE LIQUOR LICENSE RENEWALS FOR BEST WESTERN REGENCY INN/MOJITO'S, 3303 S CENTER ST, IMPALA BALLROOM, 1005 W LINCOLN WAY, WAL-MART SUPERCENTER #581, 2802 S CENTER ST; APPOINT MIKE LADEHOFF TO THE SOLID WASTE MANAGEMENT COMMISSION OF MARSHALL COUNTY, THROUGH 12/31/25; RESOLUTION 2023-157 SETTING A PUBLIC HEARING FOR THE STATUS OF FUNDING UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING UPPER STORY CONVERSION PROJECT FOR WILLARDS BUILDING; RESOLUTION 2023-158 ACCEPTING QUIT CLAIM DEED FOR THE CREEKSIDE ESTATES SUBDIVISION; RESOLUTION 2023-159 TO AUTHORIZE THE USE OF DONATED FUNDS FOR HOSPITALITY EXPEDITURES; RESOLUTION 2023-160 TO AMEND THE TRANSIT FARE STRUCTURE AND SERVICE CHANGE POLICY FOR THE CITY OF MARSHALLTOWN; RESOLUTION 2023-161 APPROVING AMENDMENT TO AN AGREEMENT CONCERNING THE MAINTENANCE OF BOBCAT BOULEVARD / S 3RD AVENUE. Motion carried 6-0.

RESOLUTIONS

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2023-162 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR OKTEMBERFEST EVENTS, SEPTEMBER 21-24, 2023. Motion carried 5-1, Hoop dissenting.

Mayor Greer opened a public hearing at 5:42 pm for APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$15,923.00 SPLIT 50% WITH MARSHALL COUNTY, AND APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY. No written or public comments were received and the public hearing was closed at 5:44 pm. Motion by Schneider, second by Isom to adopt RESOLUTION 2023-163 APPROVING INTERLOCAL GRANT AGREEMENT FOR THE IOWA/BYRNE-JUSTICE ASSISTANCE GRANT PROGRAM (JAG) \$15,923.00 SPLIT 50% WITH MARSHALL COUNTY, AND

APPROVAL OF MEMORANDUM OF UNDERSTANDING TO SHARE GRANT FUNDS WITH MARSHALL COUNTY. Motion carried 6-0.

Mayor Greer opened a public hearing at 5:45 pm for AUTHORIZING MARSHALLTOWN MUNICIPAL TRANSIT REDUCTION OF SERVICES. No written or public comments were received. Heather Thomas, Public Works Director, advised due to staffing shortages a reduction in services is recommended. The change would eliminate the purple route which is 9.5 hours per day providing service to the hospital and college. It would then extend the yellow and grey routes 1.5 hours per day to provide service to the hospital every other hour and morning and afternoon stops to the college. The net loss of service is 8 hours per day. The public hearing was closed at 5:47 pm. Motion by Isom, second by Ladehoff to adopt RESOLUTION 2023-164 AUTHORIZING MARSHALLTOWN MUNICIPAL TRANSIT REDUCTION OF SERVICES. Motion carried 6-0.

No motion was made to adopt RESOLUTION 2023-165 APPROVING THE TEMPORARY APPOINTMENT TO FILL THE VACANCY OF THIRD WARD COUNCILOR. No further action was taken on the vacancy and it will be on the special election ballot on 9/12/23.

ORDINANCES

Motion by Schneider, second by Thompson to adopt the second reading of ORDINANCE 15069 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 73: RECREATIONAL VEHICLES TO ADD LANGUAGE FOR GOLF CAR REGULATIONS. Motion carried 5-1, Ladehoff dissenting.

Motion by Schneider, second by Thompson to waive the third reading of ORDINANCE 15069 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 73: RECREATIONAL VEHICLES TO ADD LANGUAGE FOR GOLF CAR REGULATIONS. Motion carried 6-0.

DISCUSSION

Heather Thomas, Public Works Director advised the City received a severance request for 2460-A and 2460-D Reed Avenue. Staff requested comments from service agencies, utility providers, the Iowa DOT, and County. Public comment: Monte Eaton, 2460-A Reed Avenue, reviewed the agency comments and advised Alliant Energy does not provide the service. Utilities are provided by Consumers Energy, water is from Rural Water, and they have a private septic system. The highway is the main road to the property and is maintained by the DOT. The nearest fire hydrant is about 2870 feet away, in front of New Hope Church, so if there was a fire the highway would need to be shut down. The county supported the severance to square up the city boundary. Motion by Thompson, second by Ladehoff to bring forward a resolution to grant the severance from the city. Motion carried 5-1, Schneider dissenting.

Chief Tupper requested \$5,000 in local option sales tax funds to purchase Global Navigation Satellite System equipment to assist with traffic crash and crime scene investigations. Motion by Ladehoff, second by Schneider to authorize the use of \$5,000 in LOST to purchase Global Navigation Satellite System equipment. Motion carried 5-1, Thompson dissenting.

Diana Steiner, Finance Director presented cost information on the Employee Classification and Compensation Study for non-union positions at the 65th percentile for implementation January 1st. The total cost to implement from the general fund is \$77,010. Councilor Thompson inquired about not including department directors in the new scale. Public comment: Chief Tupper was disappointed by the negative comments regarding the director's pay as they put in many hours. Motion by Schneider, second by Kell to use local option sales tax to implement the new pay scale effective January 1, 2024. Motion carried 6-0.

Diana Steiner, Finance Director presented a discussion on fiscal year 2024 borrowing for General Obligation Bond Series 2023. Councilor Isom advised we should wait for the results of the special election for the franchise fee before making reductions to projects for borrowing.

CLOSED SESSION

Motion by Isom, second by Schneider to enter into 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. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. City Attorney Holly Corkery provided an opinion on the legality of entering into a closed session. Motion carried 6-0 and the council entered into closed session at 6:20 pm. The council entered an open session at 6:45 pm. Motion by Isom, second by Schneider to adopt RESOLUTION 2023-166 APPROVING EMPLOYMENT AGREEMENT AND APPOINTING XXX AS CITY ADMINISTRATOR. Motion by Schneider, second by Ladehoff to amend the RESOLUTION 2023-166 APPROVING EMPLOYMENT AGREEMENT AND APPOINTING JOE GAA AS CITY ADMINISTRATOR with amendments to the contract to include the mileage rate at the State rate and paying moving expenses up to \$10,000. Motion carried 6-0.

ADJOURNMENT

The meeting adjourned at 6:50 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 08/28/23

Consulting & Professional Fees

1st Inter Bank/1	50.00
Bolton&Menk.Inc/2	23,413.50
Construct/1	393,454.14
Dorsey&Whitney/2	18,514.50
FOX Strand/2	17,762.00
Health.Partners/1	11,097.42
I.L.E.A./1	150.00
Lynch.Dallas.PC/6	6,678.57

Contracts

AAA.Septic/1	235.00
Advance.Garage./1	937.50
BG.HVAC.INC/1	105.00
City.Laundering/1	96.51
Construct/1	389,929.59
Devig,T/1	-162.40
HawkinsElectric/1	1,914.06
Impact.7G.Inc/1	15,082.26
Ind.Ag.Services/1	864.90
Iowa.Hometown.S/1	382.50
Lansing.Bros/1	19,000.00
M.C.S.D./2	1,597.34
Marco.Holdings/1	1,845.00
MEDIC/1	2,500.00
MRI.Software/1	2,376.89
Racom.Corp/3	575.50
Region 6/1	13,878.90
RICOH.USA.INC/4	44.64
Schendel.Pest.C/8	399.83
Servicemaster/1	1,897.00
Steckelberg Vet/1	170.00
Stone.Sanit/1	115.56
Weblinx/1	270.00
WRH Inc/1	210,785.03

Library Books

Baker.Taylor/24	2,594.45
BRODART.CO/5	755.71
Cengage.Learn/8	449.06
OVERDRIVE,INC./5	7,897.44

Medical

Health.Partners/9	212,733.31
Unity Point-Occ/2	84.00
UnityPoint Heal/2	74.26

Payroll.Net

Payroll/1	355,989.75
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Refund/Reimbursed

Baker.Taylor/5	93.83
Briley, Codey/1	25.25
BRODART.CO/1	14.92
CATRON,J/1	63.89
Dutcher,Tanisha/1	6.99
Horras, Tom/1	171.19
Huston,Michelle/1	130.00
Klaas, Patricia/1	76.82
Lopez,E/1	41.98

Magana, Andrez/1	69.61
Miller,G/1	35.94
Mtwn.Wtrwrks/1	615.44
Putney,Mike/1	28.40
Sayer, Nick/1	28.99
Sirdoreus, Lind/1	47.72
Warnell, Dan/1	35.94

Service/Repairs

AAA.Septic/1	100.00
Armor Express/1	13.88
BAKER,D/1	200.00
Century.Link/25	1,962.01
Centurylink.Id/6	6.86
Cntrl.IA.Distr/1	10.00
Cntrl.IA.Machin/1	630.00
Crescent.Electrc/1	11.76
Devig,T/17	8,132.77
Granite Telecom/5	1,409.75
IA.Pub.Transit/1	1,617.00
IA.Treasurer/3	19,710.26
Jensen.Inc/3	1,569.09
LENZ,D/1	330.00
McAtee.Tire/4	135.50
Mtwn.Wtrwrks/3	9,009.28
Plaehn, Zachary/1	805.00
Raven Creek/1	120.00
Road.Machinery/1	575.00
Spahn.Rose.Lmbr/1	176.55
Steiner,D/1	7.25
Vajgrt.R/3	195.25
Vanwall Equip/1	311.38

Supplies/Parts

Acco.Unlimited/1	1,010.70
Airgas.U.S.A./1	97.82
Arnold.Motor/11	1,554.10
Baker.Taylor/3	199.12
BDH/1	66.00
Biller.Press/1	1,752.16
Bitumnous/2	769.40
Browns.Shoe.Fit/1	162.00
Center St DQ/1	135.00
City.Laundering/4	98.08
Cntrl.IA.Distr/2	2,389.00
Cntrl.IA.Machin/1	77.22
Contech Eng/1	8,274.00
CORE.MAIN.LLP/1	201.72
Crop.Rite.Inc/1	225.00
CTI Ready Mix/7	4,828.50
DEMCO.INCORP./1	90.68
Entenmann.Rovin/1	954.90
Fastenal.Co/1	7.00
Galls.LLC/4	486.50
Gervich.Sons/1	173.50
Gillig.LLC/3	412.96
Hawkeye.Truck/1	83.76

BILL LIST 08/28/23

HydraQuip/1	1,292.50
HyVee.Accts/6	182.05
IA State Police/1	125.00
Jensen.Inc/3	1,694.33
LARRY'S.TOWING/1	30.00
Marsh.Co.Landfi/1	204.15
Martin.Marietta/2	556.42
McAtee.Tire/1	175.95
Menards/6	377.40
Michael Todd&Co/4	254.54
Microbac Lab/1	77.50
Midland.Concret/1	215.06
Midland.Scienti/3	2,596.40
Midwest.Safety./1	413.68
Napa.Auto/3	68.42
Northern.Tool.E/2	427.97
Nutrien.Ag.Sol/3	2,322.03
Office.Express/7	588.75
Pyramid Paper/3	9,306.00
Racom.Corp/3	567.76
Raven Creek/1	147.00
Scooter.Lube/1	1,372.00
Shetler,D/1	9.00
Spahn.Rose.Lmbr/1	11.27
Star.Equipmt/1	492.45
Steiner,D/7	19.36
Thiesens.Supply/7	566.91
Vajgrt.R/1	80.00
Wendling.Quarri/1	179.36
Taxes Paid	
IA.Treasurer/1	311.54
Travel/Training	
Gaa, Joe/1	640.34
HEITMAN,P/1	9.19
Hy-Vee-Johnston/3	6,982.90
Utilities	
Alliant.Energy/67	57,533.01
Consumr.Energy/3	393.33
Mtwn.Wtrwrks/1	4,122.21
New.CenturyFS/1	558.60
WoodRiver.Enrgy/1	99.47
Wage Assignment	
Aguilera-Rico,V/1	25.00
American.Educa./1	64.41
Cervantes, Vict/1	115.00
Collection.Svs./8	1,807.08
Colonial.Life/1	321.13
Fidelity.Securt/2	409.99
I.R.S./6	95,291.90
IA.Treasurer/2	17,589.13
ICMA457Mission/12	14,566.13
LizardeIbarra,J/1	30.00
Regalado, Jose/1	175.00
Total/453	2,014,511.96

BILL LIST 08/28/23

Account Number	Vendor Name	Description (Item)	Amount
001.4030.5342.000	AAA SEPTIC SERVICE INC	Mega 10 park rentals	\$ 235.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	August rental by Fisher Comm Center	\$ 100.00
001.4045.5607.000	ACCO UNLIMITED CORP	Pool chemicals	\$ 1,010.70
001.1099.5342.000	Advance Garage Doors Inc	Fire Department garage door service	\$ 937.50
999.1166.000	Aguilera-Rico, Veronica	over paid parking ticket	\$ 25.00
110.2010.5600.000	AIRGAS USA, LLC	cylinder cap, welding gloves, argon	\$ 97.82
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 22.54
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	\$ 21.57
001.2020.5481.000	ALLIANT ENERGY	NE corner S 1st Ave / Church St parking lot	\$ 121.27
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	\$ 190.94
001.2080.5481.000	ALLIANT ENERGY	2651 170th St TEMP	\$ 726.51
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$ 46.69
001.4030.5481.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$ 943.60
001.4030.5481.000	ALLIANT ENERGY	Arnolds Park	\$ 27.06
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$ 15.78
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park	\$ 26.35
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$ 17.82
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$ 20.38
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$ 44.70
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$ 160.59
001.4030.5482.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$ 42.37
001.4030.5482.000	ALLIANT ENERGY	Reunion Hall	\$ 32.41
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$ 32.41
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$ 32.41
001.4065.5481.000	ALLIANT ENERGY	10 W State St COLISEUM	\$ 5,875.93
001.4065.5482.000	ALLIANT ENERGY	10 W State St COLISEUM	\$ 57.47
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	\$ 249.05
001.6051.5481.000	ALLIANT ENERGY	36 N Center St- Carnegie Bldg	\$ 1,154.93
001.6051.5482.000	ALLIANT ENERGY	36 N Center St- Carnegie Bldg	\$ 33.53
110.2010.5481.000	ALLIANT ENERGY	2107 S Center St irrigation system	\$ 19.07
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 1,072.07
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$ 27.68
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$ 74.14
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$ 88.06
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	\$ 26.32
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$ 34.06
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$ 41.21
110.2030.5481.000	ALLIANT ENERGY	207 W Main St	\$ 37.26
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$ 39.54
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$ 41.94
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$ 19.07
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$ 37.51
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$ 41.54
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$ 41.05
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$ 21.38
110.2040.5481.000	ALLIANT ENERGY	E Anson St cnr 4th Ave	\$ 21.38
110.2040.5481.000	ALLIANT ENERGY	5 N 5th St cnr State St	\$ 21.38
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$ 61.73
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$ 28.96
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	\$ 47.03
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$ 43.63
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$ 39.94
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$ 48.00
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$ 107.68
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	\$ 37.87
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$ 39.76
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$ 42.68
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$ 32.82
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$ 48.38

110.2040.5481.000 ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	19.07
610.8015.5481.000 ALLIANT ENERGY	N 3rd Ave River Sign	\$	20.53
610.8015.5481.000 ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$	19.07
610.8015.5481.000 ALLIANT ENERGY	1001 Woodland St Water Pollution	\$	39,120.66
610.8015.5481.000 ALLIANT ENERGY	JBS 402 N 10TH AVE	\$	20.38
610.8015.5482.000 ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$	4,122.21
610.8016.5481.000 ALLIANT ENERGY	608 Turner St Pump Station	\$	202.15
610.8016.5481.000 ALLIANT ENERGY	N 22nd St	\$	116.83
610.8016.5481.000 ALLIANT ENERGY	Marion St - WPCP	\$	99.44
610.8016.5481.000 ALLIANT ENERGY	1511 Rolling Meadows Rd	\$	164.79
690.8050.5481.000 ALLIANT ENERGY	905 E Main PW Bldg	\$	714.72
740.8065.5481.000 ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$	564.48
750.8070.5481.000 ALLIANT ENERGY	COMPOST PILE	\$	69.23
999.1121.000 American Education Services	ACCOUNT #6481652230	\$	64.41
001.1010.5360.000 Armor Express	freight	\$	13.88
001.1010.5565.000 Arnold Motor Supply	PD 517 alternator	\$	367.10
001.1050.5565.000 Arnold Motor Supply	Engine 177 oil filter and turbo diesel Mobil	\$	129.12
001.4030.5565.000 Arnold Motor Supply	Parks 813 disc brake pads, rotors, hubs	\$	509.01
001.4030.5565.000 Arnold Motor Supply	Parks 813 taper bearing sets	\$	110.17
001.4030.5565.000 Arnold Motor Supply	Parks 813 oil seal, taper bearing cones, cup	\$	74.24
001.4030.5565.000 Arnold Motor Supply	Parks 813 taper bearing cone	\$	48.84
110.2010.5565.000 Arnold Motor Supply	Street 61 air filters	\$	119.09
110.2010.5565.000 Arnold Motor Supply	Concrete saw battery	\$	87.08
110.2010.5565.000 Arnold Motor Supply	air filter	\$	61.16
110.2010.5718.000 Arnold Motor Supply	bearing grease packing tool	\$	14.00
110.2010.5718.000 Arnold Motor Supply	bearing grease packing tool	\$	34.29
001.4030.5342.000 B&G HVAC INC	water leak at Reunion Hall	\$	105.00
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	26.13
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	34.18
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	138.81
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	43.28
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	29.07
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	58.48
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.19
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	17.10
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	99.11
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	339.06
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	21.60
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	51.30
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	17.97
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	32.47
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	298.75
001.4010.5732.000 BAKER & TAYLOR INCORP	adult graphic books	\$	10.19
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	162.99
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	211.41
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	26.18
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	588.29
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	51.12
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.77
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	17.10
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	52.48
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	346.96
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	34.96
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	63.62
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced books	\$	27.15
170.4010.5734.000 BAKER & TAYLOR INCORP	Veldey memorial book	\$	15.38
170.4010.5734.000 BAKER & TAYLOR INCORP	Adams memorial book	\$	17.10
170.4010.5734.000 BAKER & TAYLOR INCORP	memorial books	\$	15.96
170.4010.5734.000 BAKER & TAYLOR INCORP	Adams memorial book	\$	18.24
001.4010.5343.000 Baker, David	Iowa history program	\$	200.00
690.8050.5703.000 BDH INFORMATION TECHNOLOGY LLC	Transit wireless keyboard and mouse	\$	66.00
001.2020.5600.000 BILLER PRESS	yellow parking tickets	\$	1,752.16
110.2010.5617.000 Bitumnous Materials & Supply	Amiseal	\$	384.70
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	384.70

364.4030.5233.000 Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$ 7,738.00
364.4030.5233.000 Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$ 15,675.50
610.8015.5980.000 Briley, Codey	Sewer refund 2023 - pool	\$ 25.25
001.4010.5732.000 BRODART CO	Juvenile books	\$ 72.26
001.4010.5732.000 BRODART CO	Juvenile and Spanish books	\$ 175.33
001.4010.5732.000 BRODART CO	Juvenile and Spanish books	\$ 244.83
001.4010.5732.000 BRODART CO	Juvenile books	\$ 203.03
001.4010.5732.000 BRODART CO	Juvenile books	\$ 60.26
170.4010.5734.000 BRODART CO	Juvenile books	\$ 14.92
001.1050.5132.000 BROWNS SHOE FIT CO	Fire dept employee boots	\$ 162.00
610.8015.5980.000 Catron, Jessica	Sewer refund 2023 - pool	\$ 63.89
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 25.49
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 50.98
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 27.74
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 76.47
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 23.99
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 83.96
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 65.97
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 94.46
760.8080.5608.000 Center St Dairy Queen	Parks resale products	\$ 135.00
001.4010.5360.000 CENTRAL IOWA DISTRIBUTING INC	freight on dispensers	\$ 10.00
001.4030.5600.000 CENTRAL IOWA DISTRIBUTING INC	Parks - soap, tissue, glass cleaner	\$ 1,342.00
610.8015.5600.000 CENTRAL IOWA DISTRIBUTING INC	WPCP operating and cleaning supplies	\$ 1,047.00
110.2010.5410.000 CENTRAL IOWA MACHINE SHOP INC	new spindle 27" long	\$ 630.00
110.2010.5600.000 CENTRAL IOWA MACHINE SHOP INC	new spindle 27" long	\$ 77.22
001.1010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 469.18
001.1050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 170.61
001.1070.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.1071.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.1075.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.4010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 85.30
001.4030.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.4040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.4045.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 85.30
001.4065.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6012.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6020.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6021.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 170.66
001.6025.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
110.2010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
110.2040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
110.2060.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
184.5030.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 85.30
189.3040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
610.8015.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 127.96
610.8016.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 51.18
690.8050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
740.8065.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 34.12
750.8070.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.1099.5450.000 CENTURYLINK long distance	Long distance lines	\$ 0.71
001.1099.5450.000 CENTURYLINK long distance	Long distance lines	\$ 2.62
001.4010.5450.000 CENTURYLINK long distance	Long distance lines	\$ 0.22
001.6050.5450.000 CENTURYLINK long distance	Long distance lines	\$ 2.62
001.6050.5450.000 CENTURYLINK long distance	Long distance lines	\$ 0.25
610.8015.5450.000 CENTURYLINK long distance	Long distance lines	\$ 0.44
999.1166.000 Cervantes, Victoria Garcoa	parking over payment	\$ 115.00
110.2010.5132.000 CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 8.79
110.2010.5342.000 CITY LAUNDERING COMPANY	Street Dept. -comfort flow	\$ 96.51
110.2010.5600.000 CITY LAUNDERING COMPANY	Street Dept. - supplies	\$ 28.43
110.2040.5132.000 CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$ 23.51
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 37.35
999.1121.000 COLLECTION SERVICES CENTER	CDCD006850 WALL, GRANT J	\$ 139.77
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 423.86

999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	191.92
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	363.23
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	23.07
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	101.59
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	461.53
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	321.13
311.2012.5233.000	CONSTRUCT INC	STR19003 Edgewood Street Extension	\$	393,454.14
363.2012.5342.000	CONSTRUCT INC	STR21004 State Street Reconstruction	\$	389,929.59
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown	\$	246.32
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown	\$	77.06
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown	\$	69.95
140.4030.5718.000	Contech Engineered Solutions LLC	Parks bridge planks	\$	8,274.00
610.8015.5600.000	CORE & MAIN LP	Yard hydrant replacement parts	\$	201.72
110.2040.5410.000	CRESCENT ELECTRIC SUPPLY CO	S. Center & Meadow Lane traffic signal work	\$	11.76
110.2010.5600.000	CROP RITE INC	5 gals Crossbow	\$	225.00
030.4030.5611.000	CTI Ready Mix Inc	Riverview Park	\$	559.25
030.4030.5611.000	CTI Ready Mix Inc	Main	\$	768.00
140.4030.5611.000	CTI Ready Mix Inc	Bicentennial Park	\$	261.00
363.2010.5617.000	CTI Ready Mix Inc	Main Street	\$	1,800.00
740.8065.5600.000	CTI Ready Mix Inc	Edgebrook Dr and Olive St	\$	517.50
740.8065.5600.000	CTI Ready Mix Inc	storm sewer repair	\$	280.00
740.8065.5600.000	CTI Ready Mix Inc	Olive St and Edgebrook	\$	642.75
001.4010.5600.000	DEMCO INCORP	label protectors	\$	90.68
001.1075.5261.000	DEVIG, TAYLOR	City property secure bldg 107 E Lincoln St	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	material	\$	84.00
001.1075.5261.000	DEVIG, TAYLOR	City property nuisance 510 Bromley St	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$	84.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee for tires	\$	180.00
001.1075.5261.000	DEVIG, TAYLOR	Nuisance junk removal 1206 W Church St	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	Nuisance junk removal 1004 E Anson St	\$	130.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$	98.20
001.1075.5261.000	DEVIG, TAYLOR	Nuisance junk removal 509 E Linn St	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$	35.00
001.1075.5261.000	DEVIG, TAYLOR	supplies	\$	378.00
001.1075.5261.000	DEVIG, TAYLOR	City property secure bldg 910 S 2nd Ave	\$	130.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$	1,478.36
001.1075.5261.000	DEVIG, TAYLOR	City property junk removal 510 Bromley St	\$	3,575.00
001.1075.5261.000	DEVIG, TAYLOR	Nuisance junk removal 306 Bromley St	\$	880.21
001.1075.5263.000	DEVIG, TAYLOR	City property mowings	\$	595.00
001.1075.5263.000	DEVIG, TAYLOR	Nuisance mowings 911 Jackson, 908 S 9th Ave	\$	225.00
140.4030.5342.000	DEVIG, TAYLOR	paid to wrong vendor	\$	(162.40)
001.5020.5234.000	DORSEY & WHITNEY LLP	2022 URA #7 & Karl TIF agreement	\$	10,282.50
001.5020.5234.000	DORSEY & WHITNEY LLP	legal services thru 3/31/23	\$	8,232.00
001.4010.5980.000	Dutcher, Tanisha	returned lost book	\$	6.99
001.1010.5132.000	ENTENMANN ROVIN COMPANY	Badges for new PD hires	\$	954.90
110.2010.5600.000	FASTENAL COMPANY	Street- fasteners	\$	7.00
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	308.72
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	101.27
001.1010.5230.000	First Interstate Bank Financial Crimes	subpoena billing statement	\$	50.00
364.2020.5233.000	FOX Strand	Design Engineering - Parking Lot "T"	\$	211.00
615.8015.5233.000	FOX Strand	WPC21001 WPCP Headworks & Digester Const Phase	\$	17,551.00
001.6012.5475.000	Gaa, Joe	mileage, hotel	\$	640.34
001.1010.5132.000	GALLS LLC	PD cloth round cover eyelets	\$	44.20
001.1010.5132.000	GALLS LLC	PD employee boots	\$	118.96
001.1010.5600.000	GALLS LLC	barrier tape	\$	144.40
001.1050.5132.000	GALLS LLC	Fire dept employee boots	\$	178.94
110.2010.5600.000	GERVICH & SONS INC	Street dept steel	\$	173.50
690.8050.5565.000	GILLIG LLC	Bus 011 press control valve	\$	33.39
690.8050.5565.000	GILLIG LLC	Bus 011 air and air protection valves	\$	79.54
690.8050.5565.000	GILLIG LLC	Bus 181 front spring air	\$	300.03
001.4010.5450.000	Granite Telecommunications LLC	phone services	\$	217.77
001.4065.5450.000	Granite Telecommunications LLC	phone services	\$	221.07
001.6050.5450.000	Granite Telecommunications LLC	phone services	\$	528.39

110.2010.5450.000 Granite Telecommunications LLC	phone services	\$ 221.07
610.8015.5450.000 Granite Telecommunications LLC	phone services	\$ 221.45
110.2010.5600.000 HAWKEYE TRUCK EQUIPMENT INC	tailgate pin	\$ 83.76
142.4030.5342.000 Hawkins Electric	trouble shoot east scoreboard power issues	\$ 1,914.06
884.7010.5230.000 Health Partners	Monthly fees and premiums	\$ 11,097.42
884.7010.5337.000 Health Partners	Monthly fees and premiums	\$ 24,012.62
884.7010.5339.000 Health Partners	paid medical claims 6/29-7/5	\$ 3,189.65
884.7010.5339.000 Health Partners	paid medical claims 6/29-7/5	\$ 47,704.68
884.7010.5339.000 Health Partners	paid medical claims 7/6-7/12	\$ 39,038.20
884.7010.5339.000 Health Partners	paid medical claims 7/6-7/12	\$ 3,498.62
884.7010.5339.000 Health Partners	claims 7/20-7/26	\$ 67,019.76
884.7010.5339.000 Health Partners	dental claims 7/20-7/26	\$ 4,051.20
884.7010.5339.000 Health Partners	paid medical claims 7/13-7/19	\$ 2,937.60
884.7010.5339.000 Health Partners	paid medical claims 7/13-7/19	\$ 21,280.98
001.1010.5464.000 HEITMAN, PAUL	training meal 8/10/23	\$ 9.19
610.8015.5980.000 Horras, Tom	Sewer refund 2023 - pool	\$ 171.19
001.4030.5980.000 Huston, Michelle	Park bldg rental cancellation	\$ 130.00
001.4030.5718.000 HydraQuip	motor for stump grinder attachment	\$ 1,292.50
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Parks resale products	\$ 15.04
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Parks cleaning supplies	\$ 33.89
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Parks resale products	\$ 54.12
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Parks resale products	\$ 17.95
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Parks resale products	\$ 25.72
760.8080.5608.000 HYVEE ACCOUNTS RECEIVABLE	Parks resale products	\$ 35.33
001.1010.5470.000 HyVee- Johnston	Camp Dodge 8/28-12/15/23	\$ 2,327.50
001.1010.5470.000 HyVee- Johnston	Camp Dodge 8/28-12/15/23	\$ 2,327.70
001.1010.5470.000 HyVee- Johnston	Camp Dodge 8/28-12/15/23	\$ 2,327.70
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 742.32
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 4,923.07
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 992.10
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	\$ 1,247.69
999.1131.000 ICMA 457-Mission Square Retirement	ROTH > 50	\$ 2,645.22
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 1,225.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000 ICMA 457-Mission Square Retirement	ROTH %	\$ 118.06
999.1131.000 ICMA 457-Mission Square Retirement	ROTH < 50	\$ 875.00
999.1131.000 ICMA 457-Mission Square Retirement	ROTH > 50	\$ 945.00
001.1010.5230.000 ILEA	evaluation of MMPI-25 on 6/21/23	\$ 150.00
133.2900.5342.000 Impact 7G Inc	Brownfields Assistance Contract	\$ 15,082.26
610.8015.5342.000 INDEPENDENT AG SERVICES LLC	soil sampling spring 2023 Biosolids - city farm	\$ 864.90
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 27,819.40
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 17,039.42
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 30,263.66
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 5,812.46
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,554.54
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,802.42
001.4010.5342.000 Iowa Hometown Security INC	Library live camera feed repair	\$ 382.50
690.8050.5280.000 IOWA PUBLIC TRANSIT ASSOC	Membership dues	\$ 1,617.00
001.1010.5460.000 Iowa State Police Assoc	Conference 10/10-10/11/23	\$ 125.00
001.1010.5410.000 JENSEN INC	PD Explorer AC repairs	\$ 467.38
001.1010.5410.000 JENSEN INC	PD 510 AC repairs	\$ 623.19
001.1010.5410.000 JENSEN INC	PD Explorer power train repairs	\$ 478.52
001.1010.5565.000 JENSEN INC	PD Explorer AC repairs	\$ 357.28
001.1010.5565.000 JENSEN INC	PD 510 AC repairs	\$ 906.81
001.1010.5565.000 JENSEN INC	PD Explorer power train repairs	\$ 430.24
610.8015.5980.000 Klaas, Patricia	Sewer refund 2023 - pool	\$ 76.82
355.1075.5264.000 Lansing Brothers Construction Co Inc	Demolitions	\$ 19,000.00
001.4030.5565.000 LARRYS TOWING & TIRE SERVICE	Parks #814	\$ 30.00
001.4010.5386.000 LENZ, DUANE	Library contract mowings	\$ 330.00
999.1166.000 Lizarde-Ibarra, Joe Ignacio	parking over payment	\$ 30.00
610.8015.5980.000 Lopez, Eric	Sewer refund 2023 - pool	\$ 41.98
001.6040.5234.000 LYNCH DALLAS PC	General matters	\$ 3,145.32

001.6040.5234.000 LYNCH DALLAS PC	Real Estate	\$ 363.50
001.6040.5234.000 LYNCH DALLAS PC	Labor/ employment	\$ 396.00
001.6040.5234.000 LYNCH DALLAS PC	Zoning	\$ 858.00
001.6040.5234.000 LYNCH DALLAS PC	Nuisance/ enforcement	\$ 59.50
001.6040.5234.000 LYNCH DALLAS PC	Severance matter	\$ 1,856.25
610.8015.5980.000 Magana, Andrez	Sewer refund 2023 - pool	\$ 69.61
001.4010.5342.000 Marco Holdings LLC	audio attendant repair	\$ 1,845.00
001.4030.5611.000 MARSHALL COUNTY LANDFILL	Parks	\$ 204.15
001.4041.5331.000 MARSHALLTOWN COMM SCHOOL DISTRICT	charges for activity trips	\$ 798.67
001.4041.5331.000 MARSHALLTOWN COMM SCHOOL DISTRICT	charges for activity trips	\$ 798.67
001.2090.5220.000 MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$ 266.95
610.8015.5220.000 MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 8,095.43
610.8015.5482.000 MARSHALLTOWN WATER WORKS	1001 WOODLAND ST DISP PLANT	\$ 4,122.21
610.8015.5980.000 MARSHALLTOWN WATER WORKS	714 N 5th Ave Sanitary Sewer	\$ 615.44
740.8065.5220.000 MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$ 646.90
110.2010.5620.000 MARTIN MARIETTA MATERIALS	Street dept asphalt emulsion	\$ 370.95
110.2010.5620.000 MARTIN MARIETTA MATERIALS	Street dept asphalt emulsion	\$ 185.47
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 513 tire repair	\$ 75.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 531 tire replaced	\$ 25.50
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 531 tire replaced	\$ 175.95
610.8016.5410.000 MCATEE TIRE SALES & SERVICE INC	Sewer vehicle tire repair	\$ 21.00
740.8065.5410.000 MCATEE TIRE SALES & SERVICE INC	Sewer vehicle tire repair	\$ 14.00
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$ 2,500.00
001.1010.5600.000 MENARDS	PD supplies	\$ 78.86
001.4030.5611.000 MENARDS	AC2 power lag	\$ 5.92
001.4030.5611.000 MENARDS	flexible form, expansion joint, stakes, edger	\$ 231.63
610.8016.5600.000 MENARDS	Tapcon Hex	\$ 17.99
690.8050.5565.000 MENARDS	gorilla head mount, tapes	\$ 31.01
740.8065.5600.000 MENARDS	Tapcon Hex	\$ 11.99
110.2030.5600.000 Michael Todd & Co Inc	Marking paint for traffic signals & street lightin	\$ 44.07
110.2030.5600.000 Michael Todd & Co Inc	Marking paint for traffic signal & street lighting	\$ 83.20
110.2040.5600.000 Michael Todd & Co Inc	Marking paint for traffic signals & street lightin	\$ 44.07
110.2040.5600.000 Michael Todd & Co Inc	Marking paint for traffic signal & street lighting	\$ 83.20
610.8015.5603.000 Microbac Laboratories Inc	lab analysis- Dig #2	\$ 77.50
363.4030.5718.000 MIDLAND CONCRETE PRODUCTS	Edging ston	\$ 215.06
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - Diatomaceous earth	\$ 101.74
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - hyd peroxide, mineral stablizer	\$ 152.96
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - graphite tubes	\$ 2,341.70
610.8015.5600.000 MIDWEST SAFETY COUNSELORS INC	Gas monitor sensors	\$ 413.68
610.8015.5980.000 Miller, Gordon	Sewer refund 2023 - pool	\$ 35.94
189.3040.5347.000 MRI Software LLC	Annual Happy SAAS 3/1/23-2/29-24	\$ 2,376.89
690.8050.5565.000 NAPA AUTO PARTS	Bus 121 adapters	\$ 34.29
690.8050.5565.000 NAPA AUTO PARTS	Bus 121 hose clamp	\$ 26.44
690.8050.5565.000 NAPA AUTO PARTS	Bus 131 hose clamp, vacuum tubing	\$ 7.69
001.2080.5484.000 NEW CENTURY FS INC	Airport summer propane fill	\$ 558.60
110.2010.5600.000 NORTHERN TOOL & EQUIPMENT CO	pick up bed tool box returned	\$ (376.99)
110.2010.5600.000 NORTHERN TOOL & EQUIPMENT CO	digital fuel meter, fuel pump, digital oil cntrl	\$ 804.96
001.2080.5571.000 NUTRIEN AG SOLUTIONS INC	Airport diesel	\$ 523.85
110.2010.5600.000 NUTRIEN AG SOLUTIONS INC	MobilTrans and drum charge	\$ 1,163.00
610.8015.5600.000 NUTRIEN AG SOLUTIONS INC	Generator fuel while in stand-by	\$ 635.18
001.1071.5605.000 OFFICE EXPRESS	copy paper	\$ 39.25
001.2060.5605.000 OFFICE EXPRESS	copy paper	\$ 39.25
001.6021.5605.000 OFFICE EXPRESS	copy paper	\$ 78.50
001.6900.5600.000 OFFICE EXPRESS	copy paper	\$ 314.00
110.2060.5605.000 OFFICE EXPRESS	copy paper	\$ 39.25
184.5030.5605.000 OFFICE EXPRESS	copy paper	\$ 39.25
189.3040.5605.000 OFFICE EXPRESS	copy paper	\$ 39.25
001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$ 868.29
001.4010.5732.000 OVERDRIVE,INC.	Audio books	\$ 775.16
001.4010.5732.000 OVERDRIVE,INC.	Audio book	\$ 144.93
001.4010.5732.000 OVERDRIVE,INC.	FY2024 BRIDGES E-book content fee	\$ 6,094.11
001.4010.5736.000 OVERDRIVE,INC.	External service	\$ 14.95
Payroll Payroll	Payroll #17	\$ 355,989.75
001.1075.5263.000 Plaehn, Zachary	City owned nuisance lot mowings	\$ 805.00

610.8015.5980.000 Putney, Mike	Sewer refund 2023 - pool	\$ 28.40
030.4030.5718.000 Pyramid Paper Co	Classic round soccer goals	\$ 2,169.00
140.4030.5718.000 Pyramid Paper Co	Classic round soccer goals	\$ 4,338.00
363.4030.5718.000 Pyramid Paper Co	Classic round soccer goals	\$ 2,799.00
001.1010.5344.000 RACOM CORPORATION	program radio, load key	\$ 500.00
001.1010.5344.000 RACOM CORPORATION	mic jack repair	\$ 44.25
001.1010.5344.000 RACOM CORPORATION	PD 504 printer repairs	\$ 31.25
001.1010.5718.000 RACOM CORPORATION	speaker mic, earpiece	\$ 339.00
001.1010.5718.000 RACOM CORPORATION	mobile mic, ear piece	\$ 198.76
001.1050.5718.000 RACOM CORPORATION	antenna	\$ 30.00
110.2010.5410.000 Raven Creek Repair	Street 58 DuraPatcher tire/ 31 repair tire	\$ 120.00
110.2010.5565.000 Raven Creek Repair	Street 58 DuraPatcher tire/ 31 repair tire	\$ 147.00
999.1166.000 Regalado, Jose Angel	over charged permit fee	\$ 175.00
690.8050.5331.000 Region 6 Resource Partners	April, May, June 2023 para-transit rides	\$ 13,878.90
001.2060.5344.000 RICOH USA INC	Engineering BW copies	\$ 2.26
001.2060.5344.000 RICOH USA INC	Engineering color copies	\$ 20.06
110.2060.5344.000 RICOH USA INC	Engineering color copies	\$ 20.07
110.2060.5344.000 RICOH USA INC	Engineering BW copies	\$ 2.25
110.2050.5380.000 ROAD MACHINERY & SUPPLIES CO	conveyor rental	\$ 575.00
610.8015.5980.000 Sayer, Nick	Sewer refund - pool	\$ 28.99
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD services	\$ 49.05
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD bed bug treatment	\$ 60.00
001.1050.5342.000 SCHENDEL PEST CONTROL INC	Fire dept pest control	\$ 81.00
001.4010.5342.000 SCHENDEL PEST CONTROL INC	Library -wasp services	\$ 49.00
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ P&R office	\$ 32.70
001.4030.5342.000 SCHENDEL PEST CONTROL INC	Riverview Park bldg services	\$ 46.33
001.4065.5342.000 SCHENDEL PEST CONTROL INC	Colieum monthly services	\$ 49.05
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ P&R office	\$ 32.70
610.8015.5565.000 Scooter Lube Tire & Auto Service	new tires- Traverse, Rangers WPCP	\$ 1,372.00
001.4010.5342.000 SERVICEMASTER OF MTOWN INC	Library August services	\$ 1,897.00
001.1010.5132.000 Shetler, Dennis	sew on two patches	\$ 9.00
610.8015.5980.000 Sirdoreus, Lindsey	Sewer refund 2023 - replacement pool	\$ 47.72
001.2080.5410.000 SPAHN & ROSE LUMBER CO	Aiport hanger roof edge repairs	\$ 176.55
001.4030.5611.000 SPAHN & ROSE LUMBER CO	Parks lumber	\$ 11.27
110.2010.5600.000 Star Equipment LTD	nozzle weldment for DuraPatcher	\$ 492.45
153.1010.5321.000 Steckelberg Vet Clinic	dental cleaning	\$ 170.00
001.4010.5360.000 STEINER, DIANA E	petty cash reimbursement	\$ 7.25
001.4010.5370.000 STEINER, DIANA E	petty cash reimbursement	\$ 2.09
001.4010.5600.000 STEINER, DIANA E	petty cash reimbursement	\$ 1.84
001.4010.5600.000 STEINER, DIANA E	petty cash reimbursement	\$ 0.96
001.4010.5600.000 STEINER, DIANA E	petty cash reimbursement	\$ 2.49
001.4010.5601.000 STEINER, DIANA E	petty cash reimbursement	\$ 5.00
001.4010.5731.000 STEINER, DIANA E	petty cash reimbursement	\$ 3.49
001.4010.5731.000 STEINER, DIANA E	petty cash reimbursement	\$ 3.49
001.4010.5342.000 STONE SANITATION	Library - 105 W Boone St	\$ 115.56
001.4030.5600.000 THEISENS SUPPLY INC	recipricating saw, blades battery	\$ 42.98
001.4030.5609.000 THEISENS SUPPLY INC	12qt Fox farm happy frog soil	\$ 23.97
001.4030.5718.000 THEISENS SUPPLY INC	recipricating saw, blades battery	\$ 199.00
110.2010.5600.000 THEISENS SUPPLY INC	caution tape	\$ 11.99
110.2010.5718.000 THEISENS SUPPLY INC	200ft tape, leader hose, adj crescent wrench	\$ 59.97
610.8016.5718.000 THEISENS SUPPLY INC	Hammerdrill	\$ 137.40
740.8065.5718.000 THEISENS SUPPLY INC	Hammerdrill	\$ 91.60
001.4040.5441.000 TREASURER ST OF IOWA	July Sales Use tax	\$ 1,729.09
001.4040.5442.000 TREASURER ST OF IOWA	July Sales Use tax	\$ 311.54
610.8015.5441.000 TREASURER ST OF IOWA	July Sales Use tax	\$ 15,412.43
610.8015.5441.000 TREASURER ST OF IOWA	July Sales Use tax	\$ 2,568.74
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,164.30
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 6,424.83
001.4030.5339.000 UNITY POINT HEALTH	drug and alcohol testing	\$ 37.13
886.2010.5339.000 UNITY POINT HEALTH	drug and alcohol testing	\$ 37.13
001.4030.5339.000 Unity Point- Occupational Medicine	drug and alcohol screeings	\$ 42.00
886.2010.5339.000 Unity Point- Occupational Medicine	drug and alcohol screeings	\$ 42.00
001.1010.5410.000 Vajgrt, Roger	chain saw repair	\$ 20.25
001.1050.5410.000 Vajgrt, Roger	chain saw repair	\$ 25.00

001.4041.5380.000 Vajgrt, Roger	dunk tank rental	\$	150.00
110.2010.5600.000 Vajgrt, Roger	12" chain	\$	80.00
001.4030.5410.000 VANWALL EQUIPMENT INC	Parks lift arm assy	\$	311.38
610.8015.5980.000 Warnell, Dan	Sewer refund 2023 - pool	\$	35.94
001.4010.5347.000 WEBLINX	hourly website design changes	\$	270.00
001.4030.5611.000 WENDLING QUARRIES INC	Ball diamond lime	\$	179.36
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078	\$	99.47
615.8015.5342.000 WRH Inc	WPC21001 Headworks & Digester Impro	\$	210,785.03
TOTAL			\$2,014,511.96

BUILDING REPORT FOR THE MONTH OF JULY 2023							MARSHALLTOWN — I O W A —	
PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDC-008912-2023	Marshalltown CBOC	201 E Merle Hibbs Blvd	New Commercial Medical Building				\$2,137,007.94	\$10,435.00
BLDR-008854-2023	David Rodrigues	1320 W Church St	Residential Acc. Structure			\$4,680.00		\$103.00
DEMO-008931-2023	Matt Jensen	203 Iowa Ave W	Commercial Demo					\$100.00
			TOTALS:	\$0.00	\$0.00	\$4,680.00	\$2,137,007.94	\$10,638.00
			TOTAL IMPROVEMENT AMOUNT: \$2,141,687.94					
				Units	Permits	Permits	Permits	Demo Permits
*Work started without a permit - fee is doubled			# OF PERMITS:	0	0	0	1	1

TRADE PERMIT REPORT FOR THE MONTH OF JULY 2023

MARSHALLTOWN
I O W A

PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE	
ELER-008841-2023	818 Woodside Dr	Residential	Electrical		\$125.00	
MECH-008842-2023	818 Woodside Dr	Residential	Mechanical		\$125.00	
PLMR-008843-2023	818 Woodside Dr	Residential	Plumbing		\$125.00	
ELER-008844-2023	829 W Merle Hibbs Blvd	Residential	Electrical		\$125.00	
MECH-008845-2023	829 W Merle Hibbs Blvd	Residential	Mechanical		\$125.00	
PLMR-008846-2023	829 W Merle Hibbs Blvd	Residential	Plumbing		\$125.00	
ELER-008847-2023	811 Woodside Dr	Residential	Electrical		\$125.00	
PLMR-008848-2023	811 Woodside Dr	Residential	Plumbing		\$125.00	
MECH-008849-2023	811 Woodside Dr	Residential	Mechanical		\$125.00	
MECH-008662-2023	2101 Freiberg Ct	Residential	Mechanical		\$62.00	
PLMR-008817-2023	507 N 1st St	Residential	Plumbing		\$62.00	
ELER-008814-2023	705 E State St	Residential	Solar		\$95.00	
ELER-008821-2023	606 S 6th St	Residential	Electrical		\$85.00	
ELER-008895-2023	811 N 4th Ave	Residential	Solar		\$95.00	
ELER-008890-2023	404 N 16th St	Residential	Electrical		\$62.00	
MECH-008857-2023	309 1/2 N 2nd St	Residential	Mechanical		\$62.00	
ELER-008893-2023	405 S 5th St	Residential	Solar		\$95.00	
ELEC-008897-2023	1021 S 12th Ave	Commercial	Electrical	\$2,600.00	\$60.00	
PLMR-008998-2023	1305 E Madison St	Residential	Plumbing		\$62.00	
MECH-008998-2023	1305 E Madison St	Residential	Mechanical		\$62.00	
ELER-008900-2023	505 Woodbury St	Residential	Electrical		\$62.00	
ELER-008902-2023	1320 Summit St	Residential	Electrical		\$62.00	
ELER-008905-2023	212 N 11th St	Residential	Solar		\$95.00	
MECH-008906-2023	405 1/2 N 3rd Ave	Residential	Mechanical		\$62.00	
ELER-008907-2023	807 N 4th St	Residential	Electrical		\$85.00	
ELER-008904-2023	2509 Reyclif Dr	Residential	Electrical		\$85.00	
ELER-008915-2023	912 May St	Residential	Solar		\$95.00	
MECH-008922-2023	906 N 5th Ave	Residential	Mechanical		\$62.00	
MECH-008923-2023	102 Ingledue St	Residential	Mechanical		\$62.00	
ELER-008925-2023	514 Craig Cir	Residential	Electrical		\$85.00	
MECH-008934-2023	916 S 8th Ave	Residential	Mechanical		\$62.00	
ELER-008928-2023	202 N 22nd St	Residential	Electrical		\$85.00	
ELER-008929-2023	803 W Nevada St	Residential	Electrical		\$85.00	
ELER-008938-2023	511 N 12th Ave	Residential	Electrical		\$85.00	
MECH-008926-2023	114 N 3rd Ave	Residential	Mechanical		\$62.00	
ELER-008937-2023	314 N 13th Ave	Residential	Electrical		\$85.00	
TOTALS:				\$2,600.00	\$3,146.00	

	# Residential Permits	Residential Fees	# of Commercial Permits	Commercial Valuation	Commercial Fees	Total Fees
Electrical	14	\$1,241.00	1	\$2,600.00	\$60.00	\$1,301.00
Plumbing	5	\$499.00	0	\$0.00	\$0.00	\$499.00
Mechanical	11	\$871.00	0	\$0.00	\$0.00	\$871.00
Solar	5	\$475.00	0	\$0.00	\$0.00	\$475.00
TOTALS	35	\$3,086.00	1	\$2,600.00	\$60.00	\$3,146.00

Building Division Improvement Value & Fee Summary - July 2023

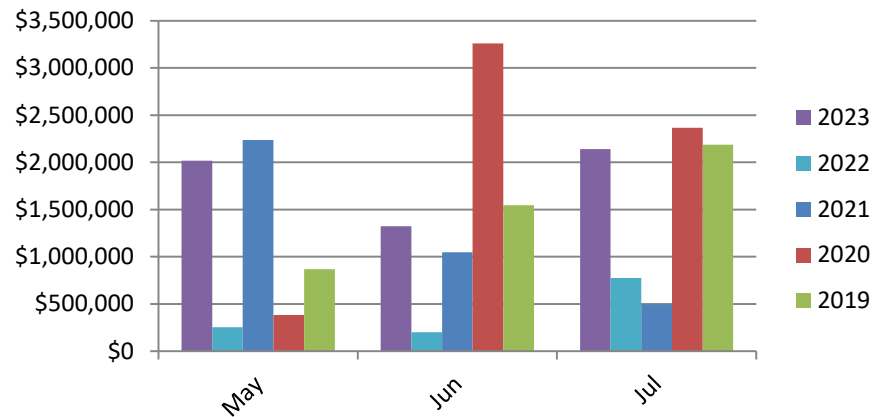
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2023	\$146,879	\$52,863	\$89,854	\$9,915,908	\$2,017,008	\$1,324,629	\$2,141,688						\$15,688,830
2022	\$2,912,000	\$937,862	\$494,839	\$2,580,043	\$254,164	\$200,269	\$777,111						\$8,156,288
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000	\$1,049,000	\$495,000						\$69,336,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000	\$3,260,000	\$2,367,000						\$14,115,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000	\$1,546,000	\$2,188,000						\$14,992,000

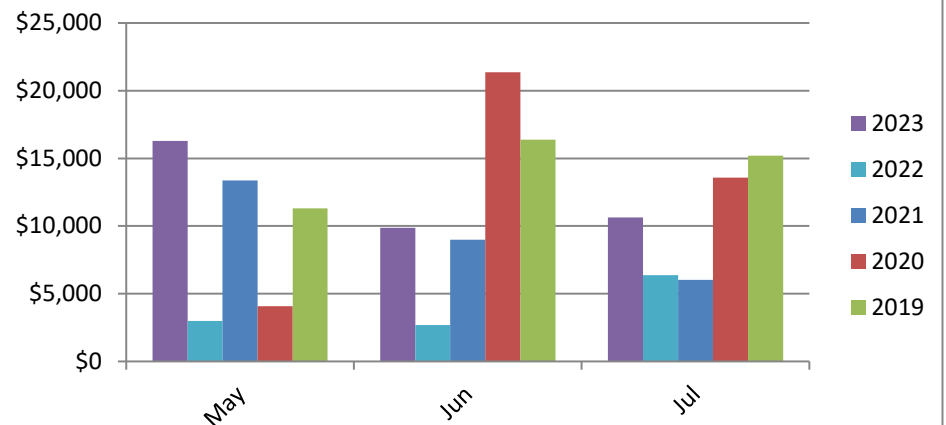
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2023	\$1,840	\$919	\$1,273	\$44,457	\$16,282	\$9,862	\$10,638						\$85,271
2022	\$13,584	\$6,803	\$4,081	\$21,852	\$2,993	\$2,687	\$6,366						\$58,366
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361	\$8,998	\$6,020						\$371,153
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090	\$21,363	\$13,575						\$91,820
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389	\$15,200						\$104,660

Total Improvement Value Comparison



Total Fees Received Comparison



**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED
LOCAL OPTION SALES TAX FOR THE PURCHASE OF A GLOBAL
NAVIGATION SATELLITE SYSTEM FOR THE MARSHALLTOWN
POLICE DEPARTMENT**

WHEREAS, the Marshalltown Police Department is responsible for the investigation of complex motor vehicle crash scenes that generally results in significant property damage, serious injury, or death; and

WHEREAS, these types of investigations require special training and equipment to meet court standards and law enforcement best practices; and

WHEREAS, the City Council finds it in the best interest to acquire the necessary equipment for these investigations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that up to \$5,000 in Council-Designated Local Option Sales Tax is hereby approved to support the purchase of a Global Navigation Satellite System for the Marshalltown Police Department.

Passed this 28th day of August 2023, and signed this ____ day of August 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Joel Greer & Marshalltown City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 9 August 2023
RE: Request for Funding - Global Navigation Satellite System (GNSS)

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Enhance department capabilities in mapping motor vehicle crash scenes and crime scenes. Improve department investigations of major incidents.

Recommendation:

Authorize the police chief to purchase Global Navigation Satellite System (GNSS) equipment at a cost not to exceed \$5,000.00. Utilize local option sales tax dollars to fund this equipment purchase.

Budget Impact:

Not to exceed number of \$5,000.00 from local options sales tax revenue for initial equipment costs. A \$674.00 annual software subscription fee.

Description/Background:

The police department historically funded and maintained a traffic crash response team. This team investigates complex motor vehicle crash scenes that generally result in significant property damage, serious injury, or death. These types of investigations require special training and equipment. Serious motor vehicle crashes and crime scenes require detailed drawings and measurements to meet court standards and law enforcement best practices. The department had to pause traffic crash response team operations after our traffic crash investigators retired. The required training for these operations is extensive and not every police officer has the skillset for this type of work.

Historically, the department worked with Public Works and engineering staff would assist us in measuring these crash scenes utilizing their specialized equipment (total station surveying equipment). This is no longer a viable option and the equipment public works has for this purpose is not something our team members can be trained to use. Purchasing a total station for the police department is not viable due to cost and is unnecessary for the work we are doing.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



We have utilized the Iowa State Patrol for some serious crash investigations but due to staffing in the state patrol, they are not always available when we need help and they will generally only assist with fatality crashes.

Sgt. Paul Heitman has recently completed technical crash investigator training. During training, he investigated equipment options to assist with scene measurements. He discovered that Global Navigation Satellite System (GNSS) equipment is the common solution utilized by most agencies. This equipment requires less training, it is versatile and will get the job done.

I have included with this memo a quote for the equipment we would like to purchase.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Contact Name: Paul Heitmann
E-mail: pheitman@marshalltown-ia.gov
Phone:

Date Issued: 07/21/23
Expiration Date: 08/20/23

Ship To: Marshalltown Police Department
 909 South 2nd Street
 Marshalltown, IA 50158
 United States

Bill To: Marshalltown Police Department
 909 South 2nd Street
 Marshalltown, IA 50158
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	8151-02-FLY	BAG,RTK POLE,SNAP-LOC SERIES	\$99.77	\$89.79	\$89.79
1.00	5217-04-FLY	BIPOD,TRB,1/2-13SS,ANTI-CRUSH	\$218.49	\$196.64	\$196.64
					
1.00	FOR-TRN-REVEAL	Forensic Training Course – REVEAL (per Student)	\$675.00	\$675.00	\$675.00
1.00	FOR-01-0118	Trimble Forensics Quick Response Solution Bundle includes: 109695-00 Trimble Catalyst DA2 GNSS Receiver 117057-20 Trimble TDC600 Data Collector FOR-CAP-CAT Trimble Forensics Capture with Correction service subscription (1-year) 128518-00 External USB Power Pack, Li-Ion, 5000 mAh, Micro-USB cable 109219 Rover Rod, 2M, Black, Trimble Catalyst DA1 -Flat top for threadless mounting 117057-GEO-BKT Trimble Accessory -Range Pole Bracket 114095 Trimble Catalyst Mounting Accessory Kit 121986-01 TSC5 Ranger pouch	\$2,999.00	\$2,999.00	\$2,999.00
					
1.00	FOR-03-0312-NR	Trimble Forensics Reveal (Subscription)	\$275.00	\$275.00	\$275.00

Discount Total: \$31.83

Total Price: \$4,235.43

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Note:



Sales Quotation

Quote Number: 00089164

**Training is for one attendee to a future class held in or out of state, date to be determined and in conjunction with at least nine additional attendees. This is not individual one on one instruction.

Please Contact Us:

Name: Mike Marquardt
Address: 9755 Airways Court
Franklin
Wisconsin, 53132
United States
Phone: (608) 720-9772
Mobile:
E-mail: mmarquardt@seilerinst.com

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3.25% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____

**RESOLUTION AUTHORIZING APPROVAL OF MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF MARSHALLTOWN AND THE STATE OF IOWA, DEPARTMENT
OF ADMINISTRATIVE SERVICES, REGARDING THE OFFSET PROGRAM**

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

WHEREAS the State of Iowa, Department of Administrative Services, manages the “Offset Program” utilized by political subdivisions of the state for debt collection; and

WHEREAS the council finds it is in the best interest of the city to participate in the “Offset Program” and approves the Memorandum of Understanding.

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

Section 1. The City of Marshalltown, Iowa authorizes approval of the attached Memorandum of Agreement by and between the City and the State of Iowa.

Section 2. Attached hereto is said agreement, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

Passed this ____ day of _____, 2015, and signed this ____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Joe Gaa, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: August 24, 2023
RE: State Setoff Program

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Revenue collection.

Recommendation: Staff recommends approval of the Memorandum of Understanding with the Iowa Department of Revenue to continue participation in the State Setoff Program.

Budget Impact: Increased collection of revenue due to the City.

Description/Background: The City of Marshalltown has been participating in the Setoff Program since 2009 and since that time has collected thousands of dollars of uncollected amounts due to the City through the holding of State tax refunds.

The Iowa Department of Revenue is taking over management of the program and a new MOU is required to continue participation in the program. The City Clerk is responsible for the management of this program for the City.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson



**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND _____ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [_____] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
 - 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
 - 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.

- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

ARTICLE III PROGRAM PARAMETERS

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
 - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 **Setoff Procedure.**
 - 3.4.1 Debt will be setoff upon a TIN match.
 - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
 - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
 - 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
 - 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

- such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

- 5.1 **Duration.**
- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.
- 5.2 **Termination.**
- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

[_____] ("Participating Agency")	
Signature	Date
Name:	
Title:	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Primary	
This is the primary contact for questions from Obligor.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Secondary	
This is the backup contact for questions from Obligor.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	
Title	
Phone Number:	
E-mail Address:	
Address:	
City:	
State:	
Zip Code:	

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

RESOLUTION APPROVING THE VOLUNTARY SEVERENCE OF 2460 REED AVENUE (PARCEL 8318-14-453-005) AND 2460-A REED AVENUE (PARCEL 8318-14-453-004) FROM THE CITY OF MARSHALLTOWN, IOWA

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

WHEREAS, pursuant to Section 368.8 of the Code of Iowa, the City has received an application for voluntary severing of territory from the existing City limits of the City of Marshalltown from Monte and Leisha Eaton, for the property legally described in Section 1; and

WHEREAS, the City has not found any necessary equitable distribution of assets and equitable distribution and assumption of liabilities of the territory between the city and the severed territory; and

WHEREAS, the City has reviewed the application and found the severing of territory to be in the best interest of the City.

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

Section 1. That the applications for the voluntary severing of territory as legally described below and known locally as 2460 Reed Avenue and 2460-A Reed Avenue is hereby approved:

Lot 9, EXCEPT the West 24 feet of the South 335.1 feet of Lot 9, subject to the reservation of easement over and across the East 10 feet of said West 24 feet reserved by grantor, as shown in Plat of Survey attached to Warranty Deed filed January 8, 1979 and recorded as Instrument No. 3739-1978-9, office of the recorder of Marshall County, Iowa and EXCEPT Parcel “C” as shown in Plat of Survey filed September 15, 1995 as Instrument No. 9601555 subject to the reservation of easement to Lot “A” over the West 40 feet of the South 281 feet of Parcel “C” given to the grantee as set forth in the Quit Claim Deed filed December 4, 1995 and recorded as Instrument 9603140 and the Plat Drawing of Parcel “C” as shown in the Plat of Survey filed September 15, 1995 as Instrument No. 9601555; and INCLUDING Parcel “D” in Lot 9 as show in Plat of Survey filed September 8, 1997 and recorded as Instrument No. 9704917; AND a right of easement for ingress and egress over Lot “A” as identified in the contract filed June 16, 1995 as Instrument No. 9506252; all part of the subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 83 North, Range 18 West as shown in Plat of Survey, filed May 13, 1966 and recorded in Book 6, Page 27, records of the office of the Recorder of Marshall County, Iowa.

Section 2. This territory shall thereafter no longer be a part of the City of Marshalltown, Iowa, upon state acceptance or acknowledgement, as proved by law.

Section 3. That the City Clerk shall forthwith cause this Resolution and attachments to be filed with the City Development Board, the Secretary of State, the Marshall County Board of Supervisors, the State Department of Transportation, and shall record a copy of said Resolution, legal description, and map with the Marshall County Recorder, as required by Section 368.8 of the Code of Iowa.

Passed this 28th day of August 2023, and signed this _____ day of August 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Joel Greer, Acting City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and City Council
FROM: Heather Thomas – Public Works Director
DATE: August 14, 2023
RE: Applications for Severance of Property:

PIN 8318-14-453-005 (2460 Reed Avenue)

PIN 8318-14-453-004 (2460-A Reed Avenue)

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Review City policies, procedure, plans, ordinances, programs, and services for updates and efficiencies

Recommendation:

The Council has the authority to approve the voluntary severing of territory by resolution. Staff requested comments from service agencies, utility providers, the Iowa D.O.T., City, and County Divisions. The comments are attached to the application packet for your review.

Budget Impact:

If the severance request is approved the budget impact would result in a reduction of property tax revenue to the City of Marshalltown. The assessed values of these parcels are as follows:

Parcel	2023 Net Assessed Value
8318-14-453-004	\$98,310
8318-14-453-005	\$353,790

No estimates have been prepared to the savings in city staff time or other services currently provided to these parcels that may no longer be provided if severance is granted.

Description/Background:

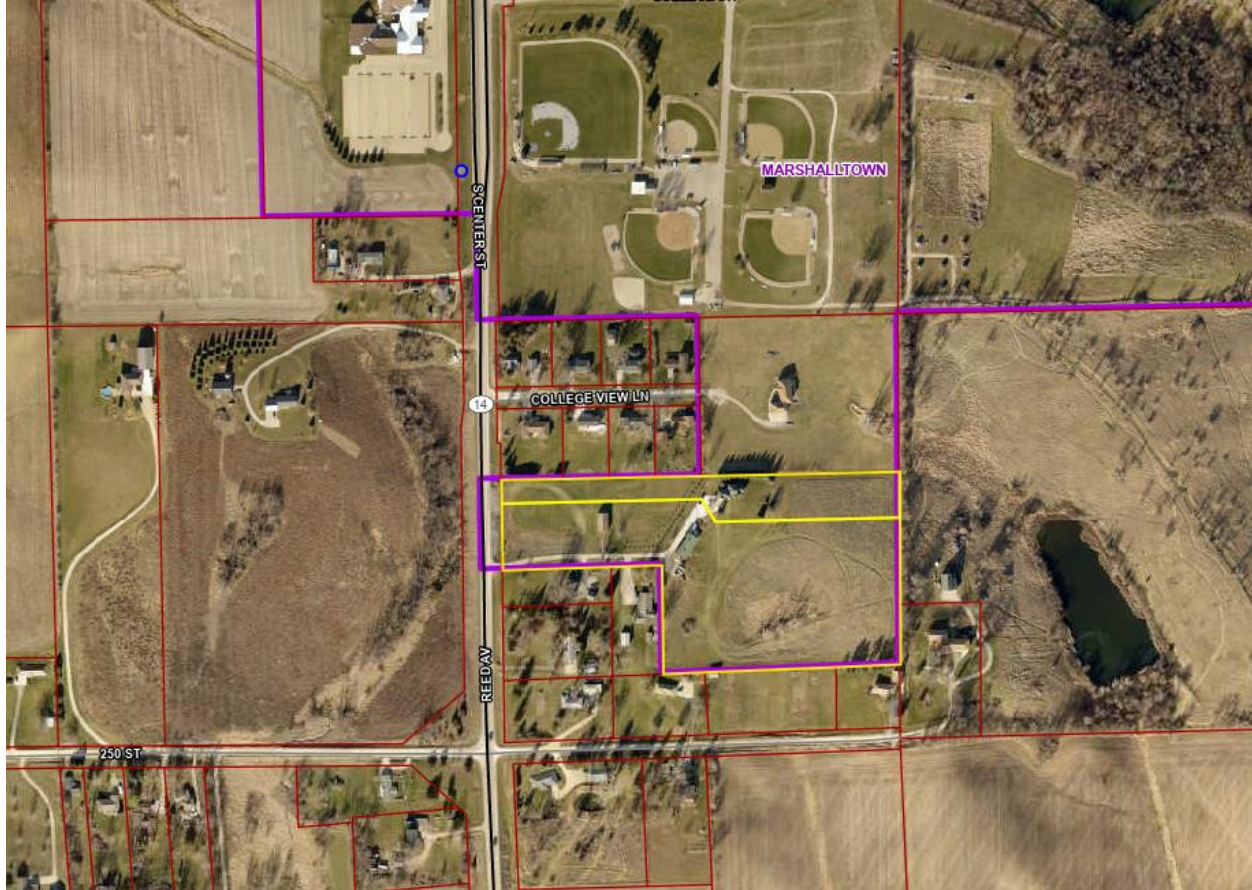
The city received two applications for severance. The provided legal description is a joint legal description for the two properties combined. The combined parcels total 14.12 Acres and is located on at the southern city limits. Requests for comments were requested on the two parcels jointly and severance is being considered on the two parcels jointly.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, *Vacant*



The two parcels are shown in yellow below. The purple line represents the city limits.



Attached are the comments received from the following:

- Alliant Energy
- Consumers Energy
- Iowa DOT
- Marshall County
- Marshalltown Fire Department
- Marshalltown Police Department
- Marshalltown Public Works

No responses were received from:

- Marshalltown Water Works
- Marshalltown Zoning Administrator
- Marshall County Zoning Administrator

i:\public works\council items\2023\transit\transit policy update_fare and service change_23 08 14.docx

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Vacant



COMPLETE THE FOLLOWING INFORMATION FOR EACH PARCEL

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2460-D Reed Ave		<i>*City Addressing File indicates this PIN is 2460-A Reed Ave. ~HT</i>
Parcel Identification Number (PIN): 8318-14-453-004		
Owner of Record: Monte & Leisha Eaton		
Address of Owner of Record: 2460-A Reed Ave		
Owner Phone: 641-485-2618	Owner E-mail: splintercourt@gmail.com	
Authorized Agent:		
Address of Authorized Agent:		
Agent Phone:	Agent E-mail:	

Please indicate if the property is involved in any of the following: <i>N/A</i>			
☐ Bankruptcy	☐ Contract	☐ Civil Suit	☐ Foreclosure

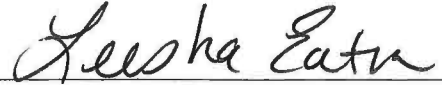
Attach the following:

- ☒ A description of current and expected use as well as reason for request (use additional paper if needed): *Residential / Ag - same - No or limited City services / see Attached*
- ☒ Complete and accurate legal description of property to be severed from the corporate limits.
- ☒ Map of property to be severed showing property dimension and city limits.
- ☐ \$250 application fee per parcel.

I hereby agree by signing below that I am requesting 100% voluntary severance of my property from the incorporated City of Marshalltown territory.


Owner/Agent Signature

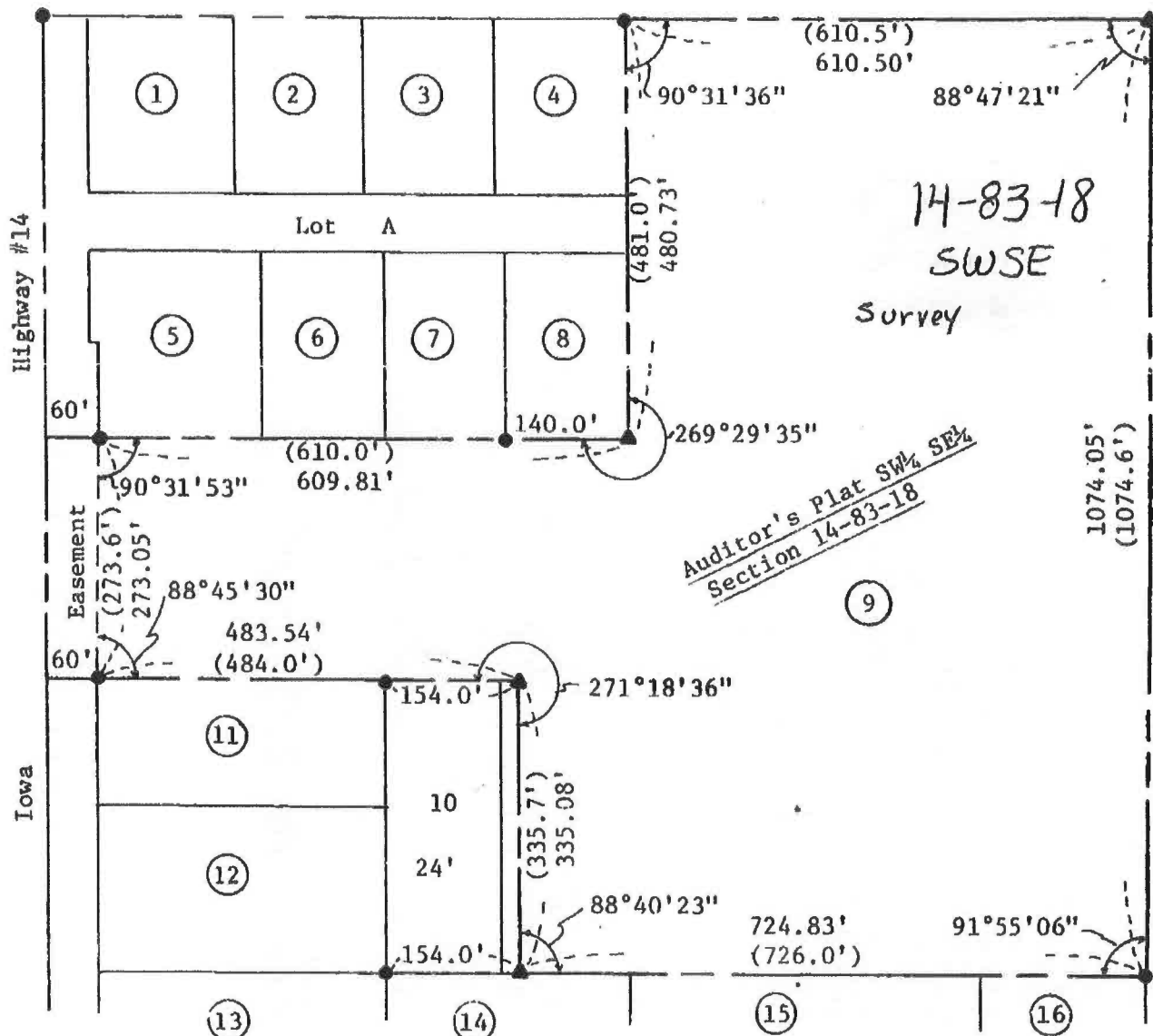
6/28/2023
Date


Owner/Agent Signature

6/28/23
Date

BADGER REALTY COMPANY SURVEY
MARSHALLTOWN, IOWA
1978
(Owners: Glen E. & Janice Eggers)

3139-1978-9



Description: Lot 9 Auditor's Plat SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 14 T83N, R18W of the 5th P.M. except the west 24.0' of the south 335.08' of said Lot 9. Contains 20.06 acres including highway easement.

North
Scale 1" = 200'
Pins Found ●
Pins Set ▲
Recorded Dim. ()

I hereby certify that this survey and plat was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

Larry M. Neal
Larry M. Neal, L.S.
Iowa Reg. No. 7037

Date 11-14, 1978

Prepared by
Clapsaddle-Garber Associates
Consulting Engineers
Marshalltown, Iowa

This plat's legal description encompasses more than the parcels requesting severance. -HT PN 7567

B22-505

505
236



QUIT CLAIM DEED

Know All Men by These Presents: That Mervin R. Farni and Marie A. Farni, husband and wife

in consideration of the sum of One and No/100 Dollars and other good and valuable consideration in hand paid to hereby Quit Claim unto D. R. Enos and Nell Enos, husband and wife

Grantee's Address: Route Four, Marshalltown, Iowa

all our right, title, interest, estate, claim and demand in the following described real estate situated in Marshall County, Iowa, to-wit:
The West 24 feet of the South 335.1 feet of Lot 9 of the Auditor's Plat of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P. M., Marshall County, Iowa, reserving unto grantors, their heirs, administrators, executors, successors and assigns and unto the City of Marshalltown and its utility franchise holders a right of easement for the erection, installation and maintenance of water, electricity, gas, telephone, sewer and utility poles and services through, in, under, over and across the East 10 feet of said West 24 feet. The right of easement herein reserved shall include the right of ingress and egress for the purposes herein expressed but shall not include the right of usage as a public street or alley.

The consideration hereof is less than \$1000.00, no deed stamps required.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein including abbreviations and terms shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Signed this 1st day of September 19 71

I, the undersigned, a Notary Public in and for the State of Iowa, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Mervin R. Farni
Marie A. Farni
Route Four

STATE OF IOWA, COUNTY OF Marshall
On this 1st day of September A.D. 1971
before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared
Mervin R. Farni and Marie A. Farni, husband and wife

Marshalltown, Iowa
(Grantee's Address)

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

JOHN L. MONROE Notary Public in and for the State of Iowa

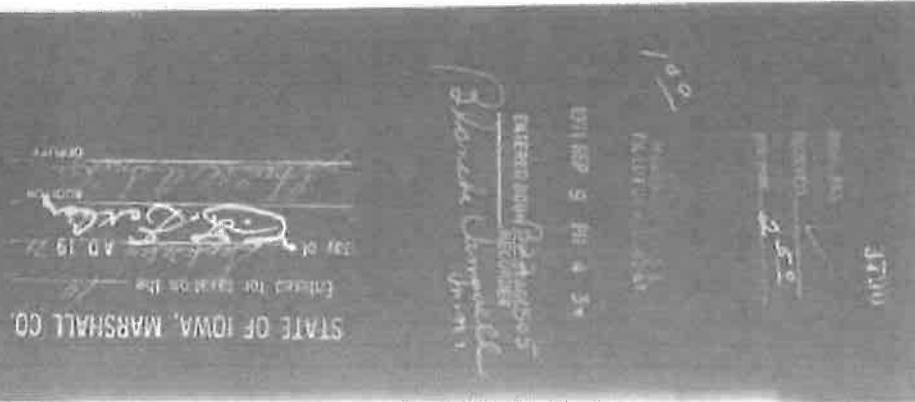
From the above named Grantors to the above named Grantee:

STATE OF IOWA } Filed for record this _____ day of _____
COUNTY OF _____ } A. D. 19____ at _____ o'clock _____ M., and recorded in Book _____ of _____ on page _____

FEE \$ _____ Paid _____ County _____ Recorder _____

WHEN RECORDED RETURN TO _____ (Name) _____ (Address)

This legal description does not seem to encompass the parcels requesting severance. ~HT



PIN # 831814453004

Type: WARRANTY DEED Group: LAN
Recorded: 09/30/2015 at 11:11:05 AM
Amt: \$17.00 Page 1 of 2
Revenue Tax: \$455.20
Marshall County Iowa
Deanne Raymond County Recorder
File **2015-00004923**

\$455.20

\$17.00

WARRANTY DEED-JOINT TENANCY

Box * **Preparer & Return To:** William J. Lorenz, PO Box 618, Marshalltown, IA 50158, 641-752-4271
Taxpayer: Monte A. and Leisha M. Eaton, 1912 Blossom Lane, Marshalltown, IA 50158

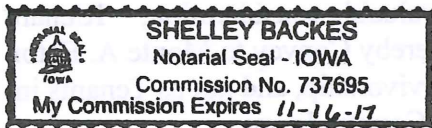
For the consideration of One Dollar(s) and other valuable consideration, Richard J. Winkler and Pamela L. Winkler, husband and wife, do hereby Convey to Monte A. Eaton and Leisha M. Eaton, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Marshall County, Iowa:

Lot 9, EXCEPT the West 24 feet of the South 335.1 feet of Lot 9, subject to the reservation of easement over and across the East 10 feet of said West 24 feet reserved by grantor, as shown in Plat of Survey attached to Warranty Deed filed January 8, 1979 and recorded as Instrument No. 3739-1978-9, office of the recorder of Marshall County, Iowa, and EXCEPT Parcel "C" as shown in Plat of Survey filed September 15, 1995 as Instrument No. 9601555 subject to the reservation of easement to Lot "A" over the West 40 feet of the South 281 feet of Parcel "C" given to the grantee as set forth in the Quit Claim Deed filed December 4, 1995 and recorded as Instrument 9603140 and the Plat Drawing of Parcel "C" as shown in the Plat of Survey filed September 15, 1995 as Instrument No. 9601555; and INCLUDING Parcel "D" in Lot 9 as shown in Plat of Survey filed September 8, 1997 and recorded as Instrument No. 9704917; AND a right of easement for ingress and egress over Lot "A" as identified in the contract filed June 16, 1995 as Instrument No. 9506252; all part of the subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 83 North, Range 18 West as shown in Plat of Survey, filed May 13, 1966 and recorded in Book 6, Page 27, records of the office of the Recorder of Marshall County, Iowa.

Grantors do Hereby Covenant with Grantees, and successors in interest, that Grantors holds the real estate by title in fee simple; that they have 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 Grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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: September 24, 2015



Richard J. Winkler
Richard J. Winkler Grantor

Pamela L. Winkler
Pamela L. Winkler Grantor

STATE OF, IOWA, MARSHALL COUNTY, ss:

This record was acknowledged before me this 24th day of September, 2015, by Richard J. Winkler And Pamela L. Winkler.

Shelley Backes
Signature of Notary Public



Marshall County



Legend

- Web_Parcels
- CountyRoadMarkers
- RoadMarker_St_Fed
- <all other values>
- Federal
- State
- Primary Paved Ramp
- town_poly
- State Paved
- Qtr Qtr Poly
- County Paved
- Primary Paved
- section_poly
- geog_twp_poly

ROADS_GEOCODED

0.00 0.03 0.05 0.10 0.15 0.20 0.25 0.30 0.35 0.40 0.45 0.50 0.55 0.60 0.65 0.70 0.75 0.80 0.85 0.90 0.95 1.00



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

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NGA, GEBCO, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community



Monte Eaton <splintersconst@gmail.com>

2460 A and 2460 D Property Severance

1 message

Monte Eaton <splintersconst@gmail.com>

Wed, Jun 28, 2023 at 1:03 PM

To: gthompson@marshalltown-ia.gov, ahoop@marshalltown-ia.gov, jschneider@marshalltown-ia.gov, bkell@marshalltown-ia.gov, gisom@marshalltown-ia.gov, Mike Ladehoff <mladehoff@marshalltown-ia.gov>, Heather Thomas <hthomas@marshalltown-ia.gov>, deborah@marshalltownwater.com

I am writing to inform everyone that we will again be filing for severance for the 2 parcels identified as **PIN#831814453004** and **PIN#831814453005** known as 2460-A and 2460-D as allowed under **Iowa Code 368.8**.

Some of you were involved in the previous filing and the subsequent denial of severance. Under the Iowa code we are allowed to re-file for severance every 2 years if there is no significant development or long range plan for development in our area. There has been no new City residential development nor are there any City plans to annex or develop any of the surrounding neighboring grounds for residential or commercial development as stated previously by Ms. Spohnheimer and Ms. Kinser in 2017.

For those not familiar with the history of the properties:

In 1969 the properties currently known as 2460-A, 2460-D, the severed portion of 2460-B along with the property currently known as 102 College View Ln. were one parcel.

In 1969 the owner of the 2460 Reed Ave property constructed a barn (the lower West barn, on what is now 2460-D) without obtaining a building permit from the County. The County inturn was going to issue a fine and require the building to be torn down.

The owner of the 2460 Reed Ave property then approached the City and requested annexation into the City as long as the barn could remain.

The City then annexed the property and allowed the barn to remain.

In 1971 the home owners of 2460-B needed to purchase additional land (from what is now 2460-D) to allow for a rear addition to the 2460-B residence.

The City allowed a non-conforming separation of a 24' wide x 335' long portion of property from 2460-D and established a new parcel. At that time the City required a utility easement be created across the newly created parcel. The parcel was then purchased by the 2460-B owners and the addition constructed.

The 2460-B main residence property remained as a County parcel and the rear yard as a City parcel.

The City allowed this to avoid requiring the entire parcel to be annexed into the City. Even though the State code clearly stated that if city property is purchased to allow expansion of a county property all of the property would then be considered a voluntary annexation to the City. However the annexation was not required.

The City did not require the lots be combined and allowed the separate parcel to be considered the rear yard of 2460-B for construction purposes and to meet the required City rear yard setback requirements. This parcel remained a portion of the City from 1971 until the parcel was severed in 2017 and returned to the County.

At which time the City released its claim to the utility easement. Apparently there were NO plans for city expansion as stated by Ms. Kinser and Ms. Spohnheimer.

Not to mention the City collected property taxes and benefited financially by providing NO City services to the property.

One would hope this is an isolated incident - but it is not.

In 1995 a sale occurred of the property known as 2460 Reed Ave. and in 1997 the 2460 parcel was split again into what was known as 2460 Reed Ave and what is now currently known as 102 College View Ln.

The City then issued a building permit in 1997 for a residence and an outbuilding (upper East barn) to be constructed on the 2460 property. The outbuilding (east upper barn) was constructed first. Then the foundation for the house was constructed. However due to the location of the house foundation to the newly constructed outbuilding and according to City code, outbuildings can not be located in front of the residence, the City required the 2460 property to be split again (because it was non-conforming) into 2460-A (house property) including 2.2 acres and 2460-D barn(s) and 11.8 acre property. Additionally, City code states an outbuilding can not be built on a property without a residence. However - if you get a building permit and then do not follow the building permit exemptions are made and property splits allowed.

Per Ms. Spohnheimer because these 2 properties have so many exemptions made to them the properties 2460-A and 2460-D are considered and treated as one property by the City as the properties are considered to be non-conforming even though the conditions of the properties were caused by the City by not following the codes and requirements that were already set in place.

These 2 properties (2460- A and 2460-D) are on the outlying southern edge of the City. These two parcels are entirely surrounded by county properties except for a 600' portion of the 1215' northern property line that borders what is currently known as 102 College View Ln. The remaining 615' of the Northern property line is bordered by County residential properties. The Eastern 582' property line is bordered by County residential and Ag properties, the Southern 1215' property line borders County residential properties, the Western 276' property line is bordered by State Highway 14 and on the West side of Highway 14 by County Ag properties.

Again, the only reason that what is known as College View Ln. and the properties surrounding it are located in the County is because the City chose not to follow the annexation codes in 1969. Therein lies the issue.

The Street Dept does not plow or maintain the road as it is State Hwy 14. There are no curb and gutter, no sidewalks and no street lighting, and there are no plans to install any. If there is an issue with the entrance to my property I must contact the State and County not the City.

I am a Rural Water customer, and must provide and maintain my own sewage system as City water and sewer services are not available. The sewage system is managed by the County, not the City.

Per the Marshalltown Water and Sewer Dept there are no plans to extend service to the south to any of the outlying properties.

The Police Dept does not patrol my area as it has no City access.

However, the Police do patrol / travel down what is known as College View Ln. I am not sure why this is done as College View Ln is not a City street nor a County road. The property known as College View Ln is a privately owned property that is used as a private driveway for the 8 County Residences and the single City residence located at the furthest eastern edge of the driveway, who are the owners of the College View Ln property. Similar to the driveway leading to our residence which is shared by 2 county residences 2460-C and 2460-B.

During a recent incident; a car had wrecked blocking our drive. The vehicle was located in the entrance of the drive / shoulder of the highway. I was informed by the Officer I spoke with, that we are in an unusual circumstance and that they could not / would not send a patrol car to determine if the car would /could be removed by the City. However, I was informed that as a homeowner I could call a tow company on my own to have the vehicle removed or I could call the Sheriff's Dept or the Highway Patrol to see how they wanted to handle it. I speculate this would not be the case for any other property located within the City limits. I was baffled by their statement, as Ms. Spohnheimer and Ms. Kinser have stated many times prior; the City easement begins at the Centerline of Highway 14. So I am not sure why these statements were made and service refused based on our property location.

The Fire Chief has also clearly stated we do not have the same response time nor are they capable of supplying the same services to our properties as they provide to the remainder of the City and some County residences.

The nearest fire hydrant is located over 1/2 mile away and located on the opposite (west) side of Hwy 14, located in front of the New Hope Church, approximately 2843' from our house. If there were ever a fire it would require shutting down Highway 14 to lay hoses across the highway, notifying the DOT, Highway Patrol, Sheriff Dept and diverting the Highway traffic down gravel roads, etc., before laying the hoses, and / or utilizing Haverhill's Volunteer Fire Dept. to provide fire service to our 2 properties. Question; who provides fire service to 2460-B and 2460-C. When we owned a property on College View Ln the Fire Chief issued a letter to us stating they would be first responders to any fire emergency calls.

Are the College View Ln. residence paying additional for the additional City police and fire services?

Previously both Ms. Spohnheimer and Ms. Kinser stated under oath that they were in communication with a developer to develop the property directly to the west of our property. This apparently was a false statement as the property owners directly to the west have had no contact with anyone regarding any such City development. Not to mention this would require annexation of at least 3 additional county properties and extension of the water and sewer services. Please remember, the Water and Sewer Dept had already stated that there is no plan to extend those services. Possibly Ms. Kinser and Ms. Spohnheimer were incorrect in their directions and they meant directly south of our property. This would again require annexation of additional county residences and land. However, If that were the

case: why did Ms. Kinser and Ms. Spohnheimer approve the severance and give up the existing utility easements that had been in existence since 1971 and sever the 2460-B parcel. The answer is simple, there is and was no plan to develop any of the neighboring ground and the statements made by both Ms. Spohnheimer and Ms. Kinser were blatantly false which screams perjury by knowingly making false statements to influence the governing bodies decision. Both Ms. Spohnheimer and Ms. Kinser's false statements have caused and continue to cause financial damages and hardship to myself and my family.

In the previous request for severance there were 4 parcels requesting severance (102 College View, 2460-A Reed Ave, 2460-D Reed Ave and 2460-B Reed Ave). The City granted only 1 of the 4 parcels severance. This was the portion of 2460-B. Included in the property that the City severed was the utility easement for future development. Apparently the City had and has no intention of expanding to the South.

There are several county properties that border the City that remain in the County even though those properties receive significantly more City services than our 2 properties. Those services include, fire protection, police patrol protection, Marshalltown water and sewer service, City street plowing, curb and gutter, stormwater runoff control, City street lighting and sidewalks, ALL at NO cost as they pay only County taxes not City. Nor are the additional City fees applied to those properties as they are located in the County (such as the Storm Water Runoff fee and the now proposed City Utility franchise fees). I find it unsettling that the City provides these services to County residences but refuses to provide those services to long time City properties.

According to the Iowa Code the City can not refuse severance based solely on economic reasons (loss in tax base) which is exactly why Ms. Spohnheimer and Ms. Kinser opposed the initial severance. As Ms. Spohnheimer stated, the reason for allowing the severance of the 2460-B parcel was that it was such a small and irrelevant amount of property tax and such a small piece of property that there was no reason to keep it in the city. Evidently, Ms. Spohnheimer and Ms. Kinser did not consider the utility easement for future City expansion as an important aspect of the property and were only considering the monetary loss or gain of the property tax value to the City as important.

Now that it is clear that the City had and has no intention of annexing or developing any property surrounding our properties for the last 5 years and no plans for the next 10 years there is no reason the severance should not be granted.

I am more than willing to speak with anyone individually or as a group to discuss this request and to answer any question you may have. We will be filing the Severance paperwork provided by Ms. Spohnheimer in the near future. Thank you.

Please feel free to contact me by phone at 641-485-2618 or via email at splintersconst@gmail.com

Sincerely,
Monte Eaton

COMPLETE THE FOLLOWING INFORMATION FOR EACH PARCEL

(PLEASE TYPE OR PRINT CLEARLY)

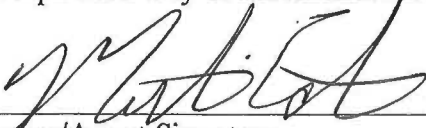
Property Address: 2460-A Reed Ave		*City Addressing File indicates this PIN is 2460 Reed Ave. -HT
Parcel Identification Number (PIN): 8318-14-453-005		
Owner of Record: Monte & Leisha Eaton		
Address of Owner of Record: 2460-A Reed Ave		
Owner Phone: 641-485-2618	Owner E-mail: splintersconst@gmail.com	
Authorized Agent:		
Address of Authorized Agent:		
Agent Phone:	Agent E-mail:	

Please indicate if the property is involved in any of the following: N/A			
☐ Bankruptcy	☐ Contract	☐ Civil Suit	☐ Foreclosure

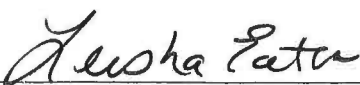
Attach the following:

- ☒ A description of current and expected use as well as reason for request (use additional paper if needed): **Residential/Ag /same - no or limited city services /see Attached**
- ☒ Complete and accurate legal description of property to be severed from the corporate limits.
- ☒ Map of property to be severed showing property dimension and city limits.
- ☐ \$250 application fee per parcel.

I hereby agree by signing below that I am requesting 100% voluntary severance of my property from the incorporated City of Marshalltown territory.


Owner/Agent Signature

6/28/2023
Date


Owner/Agent Signature

6/28/2023
Date

Marshall County



Legend

Web_Parcels	State	Primary Paved Ramp	town_poly
CountyRoadMarkers	ROADS_GEOCODED	State Paved	
RoadMarker_St_Fed	<all other values>	Qtr Qtr Poly	
<all other values>	County Paved	geog_twp_poly	
Federal	Primary Paved	section_poly	

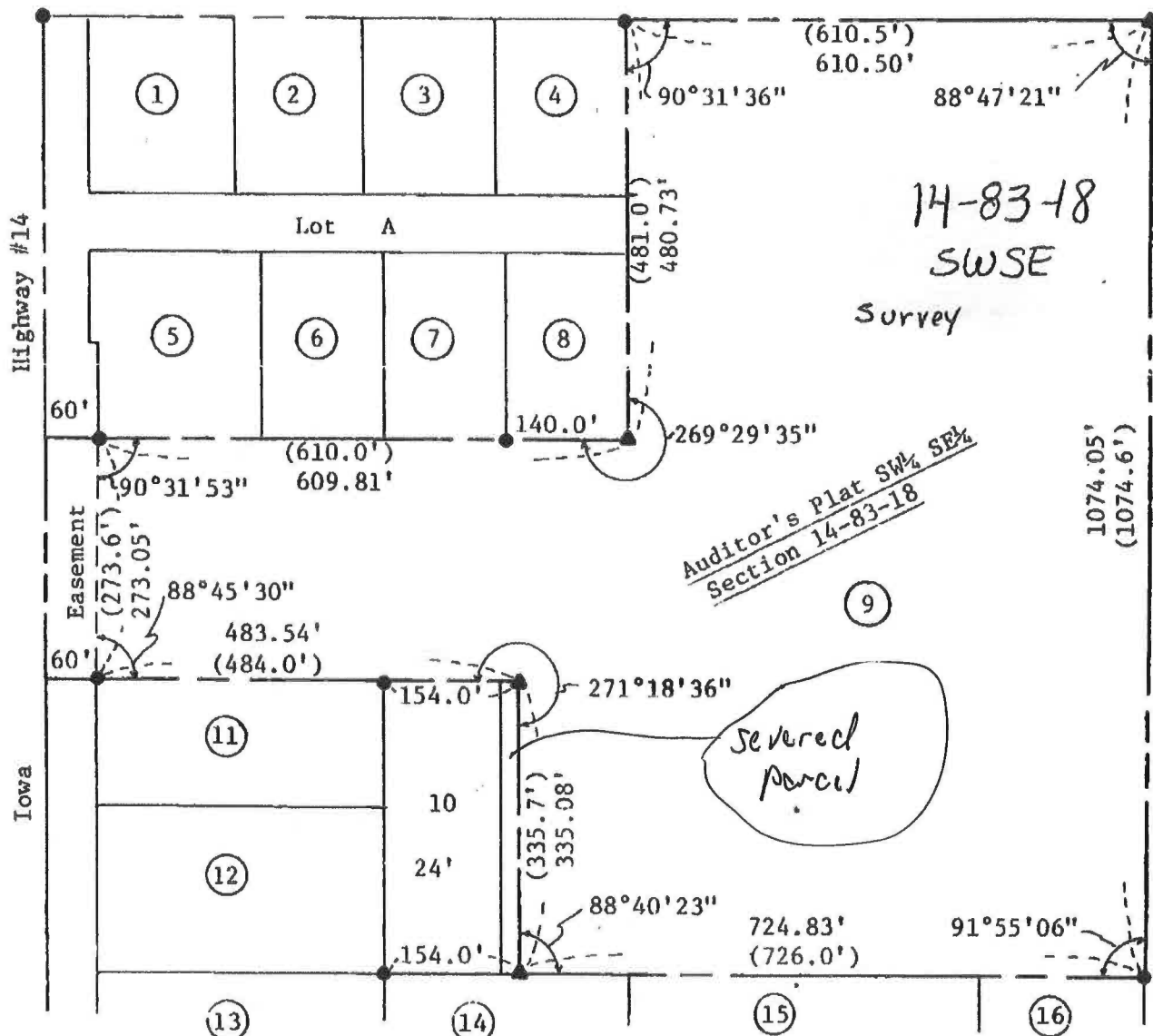


0.0075 0.015 0.03 0.045
mi

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

BADGER REALTY COMPANY SURVEY
MARSHALLTOWN, IOWA
1978
(Owners: Glen E. & Janice Eggers)

5139-1978-9



Description: Lot 9 Auditor's Plat SW 1/4 SE 1/4 Section 14 T83N, R18W of the 5th P.M. except the west 24.0' of the south 335.08' of said Lot 9. Contains 20.06 acres including highway easement.

I hereby certify that this survey and plat was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

Prepared by
Clapsaddle-Garber Associates
Consulting Engineers
Marshalltown, Iowa

This plat's legal description encompasses more than the parcels requesting severance. ~HT

PN 7567

B22-505

605
232

QUIT CLAIM DEED

Know All Men by These Presents: That Marvin R. Farni and Marie A. Farni, husband and wife

in consideration of the sum of One and No/100 Dollars and other good and valuable consideration in hand paid by hereby Quit Claim unto D. R. Enos and Nell Enos, husband and wife

Grantee's Address: Route Four, Marshalltown, Iowa

All our right, title, interest, estate, claim and demand in the following described real estate situated in Marshall County, Iowa, to-wit:
The West 24 feet of the South 335.1 feet of Lot 9 of the Auditor's Plat of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P. M., Marshall County, Iowa, reserving unto grantors, their heirs, administrators, executors, successors and assigns and unto the City of Marshalltown and its utility franchise holders a right of easement for the erection, installation and maintenance of water, electricity, gas, telephone, sewer and utility poles and services through, in, under, over and across the East 10 feet of said West 24 feet. The right of easement herein reserved shall include the right of ingress and egress for the purposes herein expressed but shall not include the right of usage as a public street or alley.

The consideration hereof is less than \$1000.00, no deed stamps required.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Wells and places herein, including mineral rights, shall be retained as in the original or plat number, and as mentioned, herein or better given according to the context.

Signed this 1st day of September 19 71

• In the presence of at least two competent witnesses, the grantors have signed and acknowledged this deed before me, a Notary Public in and for the State of Iowa, on the day and date first above written.

Marvin R. Farni
Marie A. Farni
Route Four

STATE OF IOWA, COUNTY OF Marshall

On this 1st day of September A. D. 19 71

before me, the undersigned Notary Public in and for the

State of Iowa, personally appeared

Marvin R. Farni and Marie A. Farni, husband and wife

known to me to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In me given to be the official records thereof in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Marshalltown, Iowa
(Grantee's Address)

JOHN L. MOSEY

Notary Public in and for the State of Iowa

From the above named Grantors to the above named Grantee:

STATE OF IOWA
COUNTY OF

Filed for record this _____ day of _____
A. D. 19 _____ at _____ o'clock _____ P. M. and recorded in Book _____ of _____ on page _____

FEE: \$ _____ Paid

Deputy

Recorder

WHEN RECORDED RETURN TO _____

(Name)

(Address)

This legal description does not seem to encompass the parcels requesting severance. ~HT

STATE OF IOWA, MARSHALL CO
Entered for record on the
1st day of September A.D. 1971
at _____ o'clock _____ P. M.
and recorded in Book _____ of _____ on page _____

Blanche Campbell
Recorder

1971 SEP 5 AM 4 30

FILED

FILED

3720

PIN # 831814453004

Type: WARRANTY DEED Group: LAN
Recorded: 09/30/2015 at 11:11:05 AM
Amt: \$17.00 Page 1 of 2
Revenue Tax: \$455.20
Marshall County Iowa
Deanne Raymond County Recorder
File **2015-00004923**

\$455.20

\$17.00

WARRANTY DEED-JOINT TENANCY

Box * **Preparer & Return To:** William J. Lorenz, PO Box 618, Marshalltown, IA 50158, 641-752-4271
Taxpayer: Monte A. and Leisha M. Eaton, 1912 Blossom Lane, Marshalltown, IA 50158

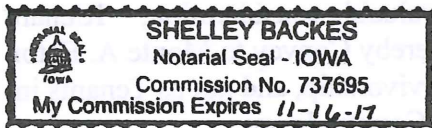
For the consideration of One Dollar(s) and other valuable consideration, Richard J. Winkler and Pamela L. Winkler, husband and wife, do hereby Convey to Monte A. Eaton and Leisha M. Eaton, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Marshall County, Iowa:

Lot 9, EXCEPT the West 24 feet of the South 335.1 feet of Lot 9, subject to the reservation of easement over and across the East 10 feet of said West 24 feet reserved by grantor, as shown in Plat of Survey attached to Warranty Deed filed January 8, 1979 and recorded as Instrument No. 3739-1978-9, office of the recorder of Marshall County, Iowa, and EXCEPT Parcel "C" as shown in Plat of Survey filed September 15, 1995 as Instrument No. 9601555 subject to the reservation of easement to Lot "A" over the West 40 feet of the South 281 feet of Parcel "C" given to the grantee as set forth in the Quit Claim Deed filed December 4, 1995 and recorded as Instrument 9603140 and the Plat Drawing of Parcel "C" as shown in the Plat of Survey filed September 15, 1995 as Instrument No. 9601555; and INCLUDING Parcel "D" in Lot 9 as shown in Plat of Survey filed September 8, 1997 and recorded as Instrument No. 9704917; AND a right of easement for ingress and egress over Lot "A" as identified in the contract filed June 16, 1995 as Instrument No. 9506252; all part of the subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 83 North, Range 18 West as shown in Plat of Survey, filed May 13, 1966 and recorded in Book 6, Page 27, records of the office of the Recorder of Marshall County, Iowa.

Grantors do Hereby Covenant with Grantees, and successors in interest, that Grantors holds the real estate by title in fee simple; that they have 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 Grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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: September 24, 2015



Richard J. Winkler
Richard J. Winkler Grantor

Pamela L. Winkler
Pamela L. Winkler Grantor

STATE OF, IOWA, MARSHALL COUNTY, ss:

This record was acknowledged before me this 24th day of September, 2015, by Richard J. Winkler And Pamela L. Winkler.

Shelley Backes
Signature of Notary Public



REED

437.3 ft

339.2 ft

485.9 ft

200.5 ft

608.1 ft

81.6 ft

559.2 ft

719.3 ft

8318-14-453-004

Legend:

- Web_Parcels: Orange square
- CountyRoadMarkers: Blue pentagon
- RoadMarker_St_Fed: Green circle
- State: White circle
- Primary Paved Ramp: Red line
- State Paved: Blue line
- Qtr Qtr Poly: White square
- County Paved: Black line
- Primary Paved: Red line
- geog_twp_poly: Blue square
- section_poly: Red dashed line
- town_poly: Yellow square



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



Monte Eaton <splintersconst@gmail.com>

2460 A and 2460 D Property Severance

1 message

Monte Eaton <splintersconst@gmail.com>

Wed, Jun 28, 2023 at 1:03 PM

To: gthompson@marshalltown-ia.gov, ahoop@marshalltown-ia.gov, jschneider@marshalltown-ia.gov, bkell@marshalltown-ia.gov, gisom@marshalltown-ia.gov, Mike Ladehoff <mladehoff@marshalltown-ia.gov>, Heather Thomas <hthomas@marshalltown-ia.gov>, deborah@marshalltownwater.com

I am writing to inform everyone that we will again be filing for severance for the 2 parcels identified as **PIN#831814453004** and **PIN#831814453005** known as 2460-A and 2460-D as allowed under **Iowa Code 368.8**.

Some of you were involved in the previous filing and the subsequent denial of severance. Under the Iowa code we are allowed to re-file for severance every 2 years if there is no significant development or long range plan for development in our area. There has been no new City residential development nor are there any City plans to annex or develop any of the surrounding neighboring grounds for residential or commercial development as stated previously by Ms. Spohnheimer and Ms. Kinser in 2017.

For those not familiar with the history of the properties:

In 1969 the properties currently known as 2460-A, 2460-D, the severed portion of 2460-B along with the property currently known as 102 College View Ln. were one parcel.

In 1969 the owner of the 2460 Reed Ave property constructed a barn (the lower West barn, on what is now 2460-D) without obtaining a building permit from the County. The County inturn was going to issue a fine and require the building to be torn down.

The owner of the 2460 Reed Ave property then approached the City and requested annexation into the City as long as the barn could remain.

The City then annexed the property and allowed the barn to remain.

In 1971 the home owners of 2460-B needed to purchase additional land (from what is now 2460-D) to allow for a rear addition to the 2460-B residence.

The City allowed a non-conforming separation of a 24' wide x 335' long portion of property from 2460-D and established a new parcel. At that time the City required a utility easement be created across the newly created parcel.

The parcel was then purchased by the 2460-B owners and the addition constructed.

The 2460-B main residence property remained as a County parcel and the rear yard as a City parcel.

The City allowed this to avoid requiring the entire parcel to be annexed into the City. Even though the State code clearly stated that if city property is purchased to allow expansion of a county property all of the property would then be considered a voluntary annexation to the City. However the annexation was not required.

The City did not require the lots be combined and allowed the separate parcel to be considered the rear yard of 2460-B for construction purposes and to meet the required City rear yard setback requirements. This parcel remained a portion of the City from 1971 until the parcel was severed in 2017 and returned to the County.

At which time the City released its claim to the utility easement. Apparently there were NO plans for city expansion as stated by Ms. Kinser and Ms. Spohnheimer.

Not to mention the City collected property taxes and benefited financially by providing NO City services to the property.

One would hope this is an isolated incident - but it is not.

In 1995 a sale occurred of the property known as 2460 Reed Ave. and in 1997 the 2460 parcel was split again into what was known as 2460 Reed Ave and what is now currently known as 102 College View Ln.

The City then issued a building permit in 1997 for a residence and an outbuilding (upper East barn) to be constructed on the 2460 property. The outbuilding (east upper barn) was constructed first. Then the foundation for the house was constructed. However due to the location of the house foundation to the newly constructed outbuilding and according to City code, outbuildings can not be located in front of the residence, the City required the 2460 property to be split again (because it was non-conforming) into 2460-A (house property) including 2.2 acres and 2460-D barn(s) and 11.8 acre property. Additionally, City code states an outbuilding can not be built on a property without a residence. However - if you get a building permit and then do not follow the building permit exemptions are made and property splits allowed.

Per Ms. Spohnheimer because these 2 properties have so many exemptions made to them the properties 2460-A and 2460-D are considered and treated as one property by the City as the properties are considered to be non-conforming even though the conditions of the properties were caused by the City by not following the codes and requirements that were already set in place.

These 2 properties (2460- A and 2460-D) are on the outlying southern edge of the City. These two parcels are entirely surrounded by county properties except for a 600' portion of the 1215' northern property line that borders what is currently known as 102 College View Ln. The remaining 615' of the Northern property line is bordered by County residential properties. The Eastern 582' property line is bordered by County residential and Ag properties, the Southern 1215' property line borders County residential properties, the Western 276' property line is bordered by State Highway 14 and on the West side of Highway 14 by County Ag properties.

Again, the only reason that what is known as College View Ln. and the properties surrounding it are located in the County is because the City chose not to follow the annexation codes in 1969. Therein lies the issue.

The Street Dept does not plow or maintain the road as it is State Hwy 14. There are no curb and gutter, no sidewalks and no street lighting, and there are no plans to install any. If there is an issue with the entrance to my property I must contact the State and County not the City.

I am a Rural Water customer, and must provide and maintain my own sewage system as City water and sewer services are not available. The sewage system is managed by the County, not the City.

Per the Marshalltown Water and Sewer Dept there are no plans to extend service to the south to any of the outlying properties.

The Police Dept does not patrol my area as it has no City access.

However, the Police do patrol / travel down what is known as College View Ln. I am not sure why this is done as College View Ln is not a City street nor a County road. The property known as College View Ln is a privately owned property that is used as a private driveway for the 8 County Residences and the single City residence located at the furthest eastern edge of the driveway, who are the owners of the College View Ln property. Similar to the driveway leading to our residence which is shared by 2 county residences 2460-C and 2460-B.

During a recent incident; a car had wrecked blocking our drive. The vehicle was located in the entrance of the drive / shoulder of the highway. I was informed by the Officer I spoke with, that we are in an unusual circumstance and that they could not / would not send a patrol car to determine if the car would /could be removed by the City. However, I was informed that as a homeowner I could call a tow company on my own to have the vehicle removed or I could call the Sheriff's Dept or the Highway Patrol to see how they wanted to handle it. I speculate this would not be the case for any other property located within the City limits. I was baffled by their statement, as Ms. Spohnheimer and Ms. Kinser have stated many times prior; the City easement begins at the Centerline of Highway 14. So I am not sure why these statements were made and service refused based on our property location.

The Fire Chief has also clearly stated we do not have the same response time nor are they capable of supplying the same services to our properties as they provide to the remainder of the City and some County residences.

The nearest fire hydrant is located over 1/2 mile away and located on the opposite (west) side of Hwy 14, located in front of the New Hope Church, approximately 2843' from our house. If there were ever a fire it would require shutting down Highway 14 to lay hoses across the highway, notifying the DOT, Highway Patrol, Sheriff Dept and diverting the Highway traffic down gravel roads, etc., before laying the hoses, and / or utilizing Haverhill's Volunteer Fire Dept. to provide fire service to our 2 properties. Question; who provides fire service to 2460-B and 2460-C. When we owned a property on College View Ln the Fire Chief issued a letter to us stating they would be first responders to any fire emergency calls.

Are the College View Ln. residence paying additional for the additional City police and fire services?

Previously both Ms. Spohnheimer and Ms. Kinser stated under oath that they were in communication with a developer to develop the property directly to the west of our property. This apparently was a false statement as the property owners directly to the west have had no contact with anyone regarding any such City development. Not to mention this would require annexation of at least 3 additional county properties and extension of the water and sewer services. Please remember, the Water and Sewer Dept had already stated that there is no plan to extend those services. Possibly Ms. Kinser and Ms. Spohnheimer were incorrect in their directions and they meant directly south of our property. This would again require annexation of additional county residences and land. However, If that were the

case: why did Ms. Kinser and Ms. Spohnheimer approve the severance and give up the existing utility easements that had been in existence since 1971 and sever the 2460-B parcel. The answer is simple, there is and was no plan to develop any of the neighboring ground and the statements made by both Ms. Spohnheimer and Ms. Kinser were blatantly false which screams perjury by knowingly making false statements to influence the governing bodies decision. Both Ms. Spohnheimer and Ms. Kinser's false statements have caused and continue to cause financial damages and hardship to myself and my family.

In the previous request for severance there were 4 parcels requesting severance (102 College View, 2460-A Reed Ave, 2460-D Reed Ave and 2460-B Reed Ave). The City granted only 1 of the 4 parcels severance. This was the portion of 2460-B. Included in the property that the City severed was the utility easement for future development. Apparently the City had and has no intention of expanding to the South.

There are several county properties that border the City that remain in the County even though those properties receive significantly more City services than our 2 properties. Those services include, fire protection, police patrol protection, Marshalltown water and sewer service, City street plowing, curb and gutter, stormwater runoff control, City street lighting and sidewalks, ALL at NO cost as they pay only County taxes not City. Nor are the additional City fees applied to those properties as they are located in the County (such as the Storm Water Runoff fee and the now proposed City Utility franchise fees). I find it unsettling that the City provides these services to County residences but refuses to provide those services to long time City properties.

According to the Iowa Code the City can not refuse severance based solely on economic reasons (loss in tax base) which is exactly why Ms. Spohnheimer and Ms. Kinser opposed the initial severance. As Ms. Spohnheimer stated, the reason for allowing the severance of the 2460-B parcel was that it was such a small and irrelevant amount of property tax and such a small piece of property that there was no reason to keep it in the city. Evidently, Ms. Spohnheimer and Ms. Kinser did not consider the utility easement for future City expansion as an important aspect of the property and were only considering the monetary loss or gain of the property tax value to the City as important.

Now that it is clear that the City had and has no intention of annexing or developing any property surrounding our properties for the last 5 years and no plans for the next 10 years there is no reason the severance should not be granted.

I am more than willing to speak with anyone individually or as a group to discuss this request and to answer any question you may have. We will be filing the Severance paperwork provided by Ms. Spohnheimer in the near future. Thank you.

Please feel free to contact me by phone at 641-485-2618 or via email at splintersconst@gmail.com

Sincerely,
Monte Eaton

Request for department/agency comments

PIN: _____

An application has been submitted to the City of Marshalltown requesting a severance of property from the City limits. The application is attached for your review and comments are being requested for the Council to consider as part of the review process.

Please complete the following form and return it to the City of Marshalltown Housing & Community Development Department via E-mail: hthomas@marshalltown-ia.gov within 1 week.

Name of Department/Agency	
Name of Contact Person	
Phone Number	
E-mail Address	

Please list any information that may be pertinent to services your agency provides in relation to this specific property. Information may include but is not limited to; any impact to assets or liabilities, changes to services available to the property or applicable fees. Please use the space below or attach a letter containing the requested information.

☐ Our department/agency has no comments on this request.

Signature

Printed Name

Date

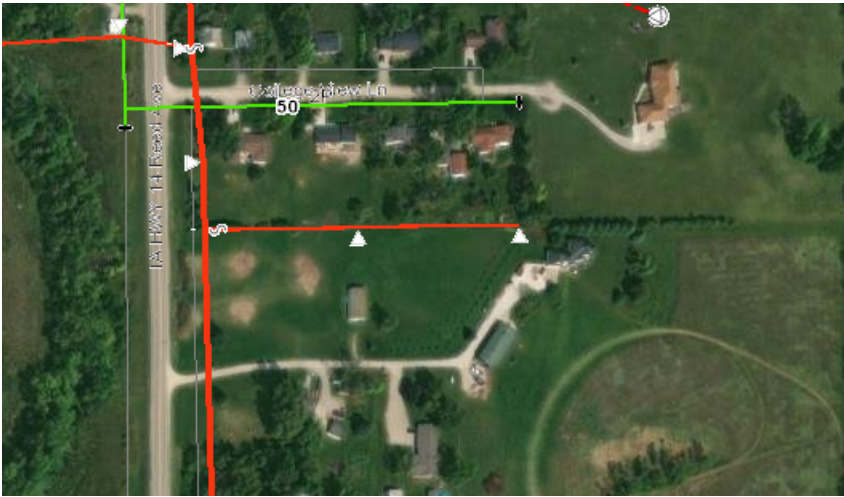
Heather Thomas

From: Accola, Amanda <AmandaAccola@alliantenergy.com>
Sent: Wednesday, July 26, 2023 8:24 AM
To: Heather Thomas
Subject: FW: Request for Comment - Severance from City of Marshalltown _ 2460 Reed Ave

From: Clayton, Tanner <TannerClayton@alliantenergy.com>
Sent: Wednesday, July 26, 2023 7:39 AM
To: Accola, Amanda <AmandaAccola@alliantenergy.com>
Subject: RE: Request for Comment - Severance from City of Marshalltown _ 2460 Reed Ave

As far as I can tell this shouldn't affect us since we already feed this property and would continue to regardless of city limits / ownership. Looks like our gas main comes up a little short but its close enough that an extension wouldn't be out of question as well.

Let me know if you need more on this!



Tanner Clayton | Manager of Customer Operations Marshalltown & Grinnell

ALLIANT ENERGY

1911 E Anson St | Marshalltown, IA 50158

Office: (641) 754-5825 | Cell: (515) 450-7095

alliantenergy.com | tannerclayton@alliantenergy.com



This e-mail message is intended only for the personal use of the recipient(s) named above. This message may be an attorney-client communication and as such privileged and confidential. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

Request for department/agency comments

PIN: _____

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Phone Number	
E-mail Address	

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☐ Our department/agency has no comments on this request.

Signature

Printed Name

Date

Request for department/agency comments

PIN: _____

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Name of Contact Person	
Phone Number	
E-mail Address	

Please list any information that may be pertinent to services your agency provides in relation to this specific property. Information may include but is not limited to; any impact to assets or liabilities, changes to services available to the property or applicable fees. Please use the space below or attach a letter containing the requested information.

☐ Our department/agency has no comments on this request.

Signature

Printed Name

Date

From: Adey, Benjamin <Benjamin.Adey@iowadot.us>
Sent: Friday, July 28, 2023 8:25 AM
To: Heather Thomas
Cc: McClain, Deanna; Matulac, Donna; Armstrong, Leilah
Subject: RE: Request for Comment - Severance from City of Marshalltown _ 2460 Reed Ave

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

Good morning Heather,

Thanks for sending this to the DOT for review and comment. The only comment that the DOT has on the splitting up of this parcel is that the access spacing on this segment of IA 14 is 600'. There is not enough spacing to add an access to IA 14 in this location and the splitting of a parcel does not guarantee a new access. So any access to the new parcel would need to come from the existing access.

Thank you,



BENJAMIN J. ADEY, P.E.

SOUTH AREA ENGINEER
DISTRICT 1 - GRIMES FIELD OFFICE

2300 SE 17TH STREET, GRIMES, IOWA, 50111

Benjamin.Adey@iowadot.us  Iowa Department of Transportation

Office: 515-239-1194  @iowadot  @iowadot

Cell: 515-236-4482

From: McClain, Deanna <Deanna.McClain@iowadot.us>
Sent: Wednesday, July 26, 2023 6:00 AM
To: Matulac, Donna <Donna.Matulac@iowadot.us>
Cc: Adey, Benjamin <Benjamin.Adey@iowadot.us>
Subject: FW: Request for Comment - Severance from City of Marshalltown _ 2460 Reed Ave

You were not included so I thought I would forward this to you.

THANK YOU,



DEANNA MCCLAIN

ACCESS/UTILITY SPECIALIST

DISTRICT 1 FIELD OFFICE

2300 SE 17TH ST

GRIMES, IA 50111

iowadot.gov

 Iowa Department of Transportation

Office: 515-986-5460

 @iowadot  @iowadot

Request for department/agency commentsPIN: 8318-14-453-004 & 005

An application has been submitted to the City of Marshalltown requesting a severance of property from the City limits. The application is attached for your review and comments are being requested for the Council to consider as part of the review process.

Please complete the following form and return it to the City of Marshalltown Housing & Community Development Department via E-mail: htthomas@marshalltown-ia.gov within 1 week.

Name of Department/Agency	Marshall Co Auditor/Recorder
Name of Contact Person	Whitney Hunt
Phone Number	641-844-2715
E-mail Address	whunt@marshallcountyia.gov

Please list any information that may be pertinent to services your agency provides in relation to this specific property. Information may include but is not limited to; any impact to assets or liabilities, changes to services available to the property or applicable fees. Please use the space below or attach a letter containing the requested information.

From the County's perspective, it would clean up the area by making it consistent w/ the surrounding properties. There is a lot of confusion in this area on whether a property is "in" or "outside" the city limits. The 2 parcels requesting severance are surrounded on 3 sides by rural property in Timber Creek Twp (the 4th side is Hwy 14).

As an FYI, on 9/9/1971 a Quit Claim Deed (Book B22 Pg 505) was recorded for the West 24' of the South 335.1' of Lot 9 that said, "reserving unto grantors, their heirs, administrators, executors, successors & assigns unto the City of Marshalltown and its utility franchise holders a right of easement for the erection, installation and maintenance of water, electricity, gas, telephone, sewer and utility poles and services through, in, under, over and across the East 10' of said West 24'..." (see attached copy). The City allowed this piece (owned by the Jacobs) to be severed from the city limits, I believe it was in 2017.

☐ Our department/agency has no comments on this request.

Nan Benson
Signature

Nan Benson
Printed Name

8/2/2023
Date

B22-505

505
230



QUIT CLAIM DEED

Know All Men by These Presents: That Marvin R. Farni and Marie A. Farni, husband and wife

in consideration* of the sum of
One and No/100 Dollars and other good and valuable consideration
in hand paid do hereby Quit Claim unto D. R. Enos and Nell Enos, husband and wife

Grantees' Address: Route Four, Marshalltown, Iowa

all our right, title, interest, estate, claim and demand in the following described real estate situated in
Marshall County, Iowa, to-wit:

The West 24 feet of the South 335.1 feet of Lot 9 of the Auditor's Plat of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 83 North, Range 18 West of the 5th P. M., Marshall County, Iowa, reserving unto grantors, their heirs, administrators, executors, successors and assigns and unto the City of Marshalltown and its utility franchise holders a right of easement for the erection, installation and maintenance of water, electricity, gas, telephone, sewer and utility poles and services through, in, under, over and across the East 10 feet of said West 24 feet. The right of easement herein reserved shall include the right of ingress and egress for the purposes herein expressed but shall not include the right of usage as a public street or alley.

The consideration hereof is less than \$1000.00, no deed stamps required.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

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

Signed this 19 day of September, 1971.

* If the consideration is \$1,000 or less, the following statement should appear on the face of the deed. This deed and transfer is exempt from transfer tax because the consideration is \$1,000 or less. (Iowa Sections 226A.1 and 226A.3)
If the Grantor or Grantor is a federal or state unit or agency thereof, read subparagraph A of Section 226A.2 Exceptions.

Marvin R. Farni

Marie A. Farni

Route Four

STATE OF IOWA, COUNTY OF Marshall ss.

On this 19 day of September, A. D. 1971

Marshalltown, Iowa

(Grantors' Address)

before me, the undersigned, a Notary Public in and for the

State of Iowa, personally appeared

Marvin R. Farni and Marie A. Farni, husband and wife

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOHN L. MOWRY, Notary Public in and for the State of Iowa.

From the above named Grantors to the above named Grantees:

STATE OF IOWA
COUNTY OF

ss.

Filed for record this 19 day of September,
A. D. 1971, at 10 o'clock AM, and recorded in Book
2510 of 2510 on page 1

FEE, \$ 1.00 Paid

Deputy

Recorder

WHEN RECORDED RETURN TO

(Name)

(Address)

H-3451

4. QUIT CLAIM DEED

(This Deed Form is printed by the State of Iowa)

STATE OF IOWA, MARSHALL CO
Entered for taxation the
day of September, A. D. 1971
Attest:
John L. Mowry
Notary Public

10/1 SEP 9 PM 4 37
RECORDED
INDEXED
Blanche Campbell

2510

Request for department/agency comments**PIN:** 8318-14-453-004 & 005

An application has been submitted to the City of Marshalltown requesting a severance of property from the City limits. The application is attached for your review and comments are being requested for the Council to consider as part of the review process.

Please complete the following form and return it to the City of Marshalltown Housing & Community Development Department via E-mail: hthomas@marshalltown-ia.gov within 1 week.

Name of Department/Agency	Marshalltown Fire Department
Name of Contact Person	David Rierson
Phone Number	641-754-5751
E-mail Address	drierson@marshalltown-ia.gov

Please list any information that may be pertinent to services your agency provides in relation to this specific property. Information may include but is not limited to; any impact to assets or liabilities, changes to services available to the property or applicable fees. Please use the space below or attach a letter containing the requested information.

It is stated that the properties in question do not have the response time nor is the department capable of supplying the same services as the remainder of the city receives. Response time is longer as the properties are located in the most southern portion of the city. In regards to not supplying the same services, this is inaccurate. We will provide the same services but need to use different techniques to establish a water supply. As stated in the request, the property is located 2,843 feet from the closest fire hydrant. Responding with three apparatus provides us with 3,000 feet of supply line. In response to the highway being closed, it would need to be closed regardless of who responds. Haverhill Vol. Fire Department would need to establish a tanker water shuttle or deploy hose in a similar fashion as Marshalltown Fire Department, which would close the highway. As far as responding to College View Lane, we would respond if requested by Haverhill Fire Department. However, with the proximity to the city and given our response time, there is a good possibility we would be dispatched anyway.

☐ Our department/agency has no comments on this request.


Signature


Printed Name


Date

Request for department/agency comments**PIN:** 8318-14-453-004 & 005

An application has been submitted to the City of Marshalltown requesting a severance of property from the City limits. The application is attached for your review and comments are being requested for the Council to consider as part of the review process.

Please complete the following form and return it to the City of Marshalltown Housing & Community Development Department via E-mail: hthomas@marshalltown-ia.gov within 1 week.

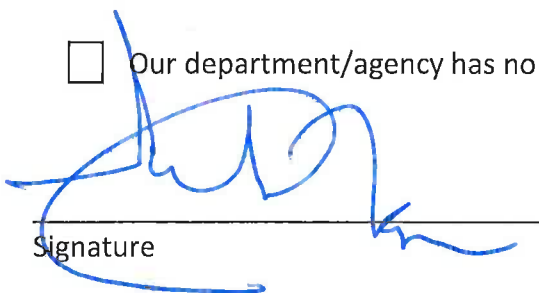
Name of Department/Agency	Marshalltown Police Department
Name of Contact Person	Michael W. Tupper
Phone Number	641.754.5771
E-mail Address	mtupper@marshalltown-ia.gov

Please list any information that may be pertinent to services your agency provides in relation to this specific property. Information may include but is not limited to; any impact to assets or liabilities, changes to services available to the property or applicable fees. Please use the space below or attach a letter containing the requested information.

The police department defers to legal counsel for the City and the city council on this matter.

The police department does provide law enforcement services to the area in question.

☐ Our department/agency has no comments on this request.


SignatureMichael W. Tupper
Printed Name10 August 2023
Date

Request for department/agency comments**PIN:** _____

An application has been submitted to the City of Marshalltown requesting a severance of property from the City limits. The application is attached for your review and comments are being requested for the Council to consider as part of the review process.

Please complete the following form and return it to the City of Marshalltown Housing & Community Development Department via E-mail: hthomas@marshalltown-ia.gov within 1 week.

Name of Department/Agency	
Name of Contact Person	
Phone Number	
E-mail Address	

Please list any information that may be pertinent to services your agency provides in relation to this specific property. Information may include but is not limited to; any impact to assets or liabilities, changes to services available to the property or applicable fees. Please use the space below or attach a letter containing the requested information.

☐ Our department/agency has no comments on this request.

Heather Thomas
Signature

Printed Name

Date

Department / Agency Comments Continued
PIN 8318-14-453-004 & 005
Marshalltown Public Works

Engineering - Projects & ROW Management: No comments on this request.

Facilities/Utility: No comments on this request.

Sanitary Sewer / Water Pollution Control: In accordance with City Code § 52.023 PRIVATE DISPOSAL SYSTEMS ALLOWED, Mr. Eaton is not connected to the city's sanitary sewer system and, therefore, is not charged a sanitary sewer utility fee for being provided this service.

Storm Water: In accordance with the City's Storm Water Utility Rate Credit Policy, on March 22, 2023, Mr. Eaton applied for and was granted a Level 5 credit effective from the date of application. Therefore, this property is not charged a storm water utility fee for providing storm water services.

Streets: This property's driveway connects to Highway 14 / Reed Avenue. In accordance with an Iowa DOT Maintenance Agreement the City has with the State, the city's street department provides certain maintenance activities for the state Highway from Iowa Avenue to Woodland Street. The state provides these maintenance activities for the state Highway adjacent to Mr. Eaton's driveway. Granting a severance from the City so this property is in the county would likely not result in the county providing street maintenance activities in this stretch. We believe the state would continue to provide these maintenance activities.

Transit: No comments on this request.

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE KIWANIS PARK IMPROVEMENTS PROJECT, IN THE CITY
OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK22003**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Kiwanis Park Improvement Project, Project No. PRK22003, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS, written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK22003, being the Kiwanis Park Improvement Project in the city of Marshalltown, Iowa.

Passed this 28th day of August, and signed this ____ day of August 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Parks & Recreation

Joel Greer, Mayor
Alicia Hunter, 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: Geoff Hubbard, Parks & Recreation Director
Date: August 24, 2023
RE: Public Hearing – Kiwanis Park Improvements, Project No. PRK22003

Policy Issue: City policy requires Governing Body hold a public hearing for the approval of plans, specifications, form of contract and costs on construction projects requiring public bidding.

Recommendation: Staff recommends completing the public hearing and approving the Resolution.

Background: This project includes the construction of a basketball, pickleball, and turf volleyball/foot volleyball court, soccer field and an open air shelter. These were the top amenities that were received in the community input done online in January and February.

Budget Impact: This project will be funded with 363 Go Bond funds that were moved from the Anson Park Shelter project that did not get completed due to higher costs than budgeted.

Attachment: None

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson



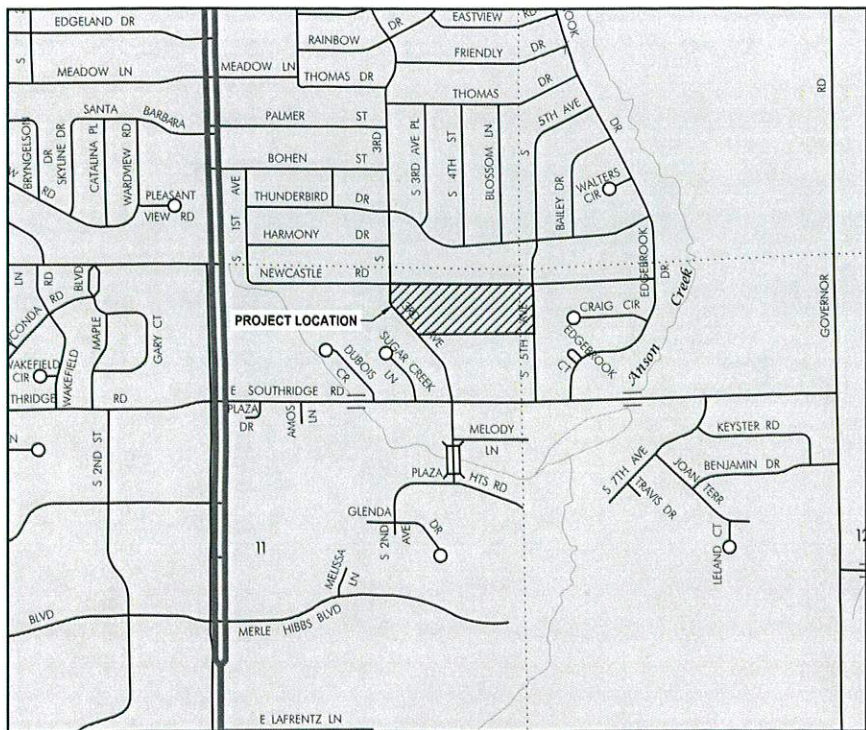


ENGINEER'S OPINION OF PROBABLE COST
KIWANIS PARK IMPROVEMENTS
CITY OF MARSHALLTOWN, IOWA
FINAL PLAN COST OPINION

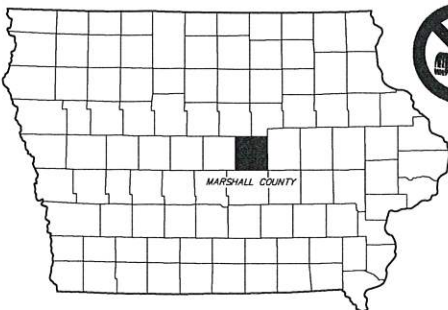
BASE BID						
Item No.	Item Code	Item Description	Quantity	Unit	Unit Price	Extended Price
1	2010-D-1	Topsoil, On-site	1,175	CY	\$ 12.00	\$ 14,100.00
2	2010-E	Excavation, Class 10	1,650	CY	\$ 8.00	\$ 13,200.00
3	2010-G	Subgrade Preparation	830	SY	\$ 5.00	\$ 4,150.00
4	2010-J	Subbase, Modified, 4 Inch	980	SY	\$ 12.00	\$ 11,760.00
5	4040-A	Subdrain, 6 Inch Diameter Corrugated PVC or HDPE, Perforated	156	LF	\$ 20.00	\$ 3,120.00
6	4040-C-1	Subdrain Cleanout, Type A-2, 6 Inch	3	EA	\$ 1,000.00	\$ 3,000.00
7	4040-D-1	Subdrain Outlets and Connections, PVC or HDPE, 6 Inch	1	EA	\$ 500.00	\$ 500.00
8	7010-A	Pavement, PCC, 6 Inch, Class C, Reinforced	830	SY	\$ 65.00	\$ 53,950.00
9	7010-I	PCC Pavement Samples and Testing	1	LS	\$ 3,500.00	\$ 3,500.00
10	7030-A-1	Removal of Sidewalk	30	SY	\$ 20.00	\$ 600.00
11	7030-E	Sidewalk, PCC, 4 Inch	150	SY	\$ 50.00	\$ 7,500.00
12	8020-C	Painted Pavement Markings, Durable	690	LF	\$ 5.00	\$ 3,450.00
13	9010-A	Conventional Seeding and Fertilizing, Type 1	1.6	AC	\$ 1,000.00	\$ 1,600.00
14	9040-A-2	SWPPP Management	1	LS	\$ 3,000.00	\$ 3,000.00
15	9040-D-1	Filter Sock, 9"	1,105	LF	\$ 3.00	\$ 3,315.00
16	9040-D-2	Filter Socks, Removal	1,105	LF	\$ 0.50	\$ 552.50
17	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	1.6	AC	\$ 3,500.00	\$ 5,600.00
18	9060-A	Chain Link Fence, 48"	190	LF	\$ 45.00	\$ 8,550.00
19	9060-B	Gates, Chain Link, 48"	2	EA	\$ 750.00	\$ 1,500.00
20	11,010-A	Construction Survey	1	LS	\$ 3,500.00	\$ 3,500.00
21	11,020-A	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
22	11,999-A	Concrete Footings for Basketball Hoop	2	EA	\$ 600.00	\$ 1,200.00
23	11,999-B	Concrete Footings for Pickleball Net	1	LS	\$ 1,000.00	\$ 1,000.00
24	11,999-C	Concrete Footings for Volleyball Net	2	EA	\$ 500.00	\$ 1,000.00
25	11,999-D	Picnic Shelter	1	LS	\$ 30,000.00	\$ 30,000.00
26	11,999-E	Pickleball Court Surfacing	242	SY	\$ 20.00	\$ 4,840.00
27	11,999-F	Artificial Turf Surfacing	264	SY	\$ 150.00	\$ 39,600.00
					SUBTOTAL (ROUNDED):	\$ 234,090.00
					CONTINGENCY (0%):	\$ -
					TOTAL:	\$ 234,090.00

KIWANIS PARK IMPROVEMENTS

MARSHALLTOWN, IOWA



VICINITY MAP
MARSHALLTOWN, IOWA



IOWA
ONE CALLSM
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www.iowaonecall.com
811
Know what's below.
Call before you dig.



MARSHALLTOWN
MORE THAN EVER

The most recent edition of the Iowa Statewide Urban Standard Specifications as modified by the Marshalltown Supplemental Specifications shall apply to all work on this project.

This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is part of these contract documents. Refer to Section 9040 of SUDAS for additional information.

INDEX OF SHEETS

No.	Description
A.01	TITLE SHEET
A.02	GENERAL LEGEND
A.03	QUANTITIES AND REFERENCE NOTES
A.04 - A.05	SWPPP
C.01	DEMOLITION PLAN AND NOTES
C.02	SITE IMPROVEMENTS AND GRADING PLAN
C.03	SOCCER FIELD GRADING PLAN
C.04 - C.05	SITE DETAILS

OWNER:

CITY OF MARSHALLTOWN - PARKS AND RECREATION DEPT.
10 WEST STATE STREET
MARSHALLTOWN, IA 50158
(641) 754-5715
ATTN: GEOFF HUBBARD

ENGINEER:

McCLURE ENGINEERING COMPANY
335 SE ORALABOR ROAD
ANKENY, IOWA 50021
515-512-1361
ATTN: COLTON HOFFMANN

ZONING:

REC - RECREATION

ADDRESS:

2206 S. 3RD AVENUE
MARSHALLTOWN, IOWA 50158

McCLURETM
335 SE Oralabor Rd
Ankeny, Iowa 50021
P 515-512-1361

Ankeny, IA | Carroll, IA | Clive, IA
Cedar Rapids, IA | Fort Dodge, IA
North Liberty, IA | Sioux City, IA
Macon, MO | Columbia, MO
North Kansas City, MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

IOWA CERTIFICATE OF
AUTHORITY NO. 26887

REVISIONS

PROJECT INFO
2023000568

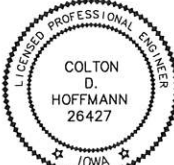
ENGINEER DRAWN BY CHECKED BY
CDH BAV CFF

KIWANIS PARK IMPROVEMENTS
2206 S. 3RD AVENUE
MARSHALLTOWN, IOWA

TITLE SHEET

DRAWING NO.

A.01



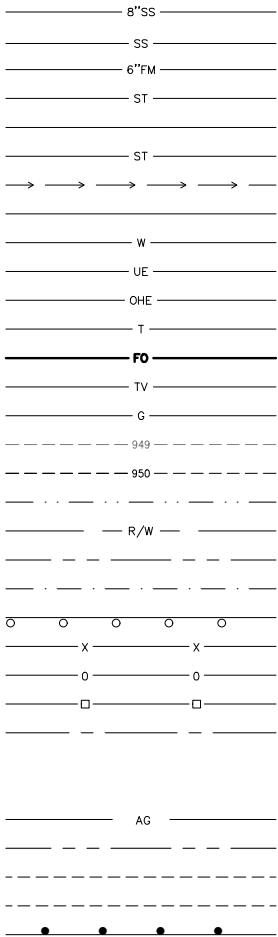
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Colton Hoffmann DATE 7/18/23
COLTON D. HOFFMANN, PE NO. 26427
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:

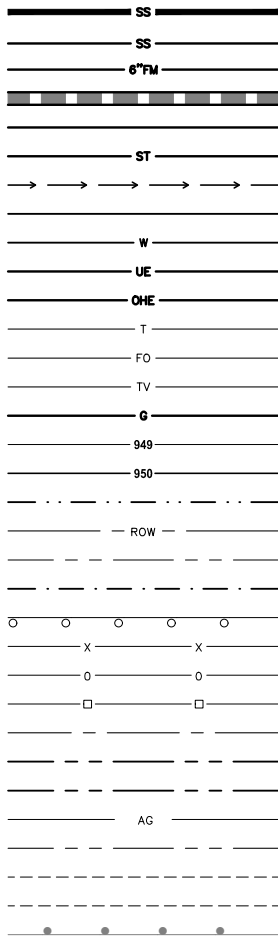
ALL PAGES

GENERAL LEGEND

EXISTING

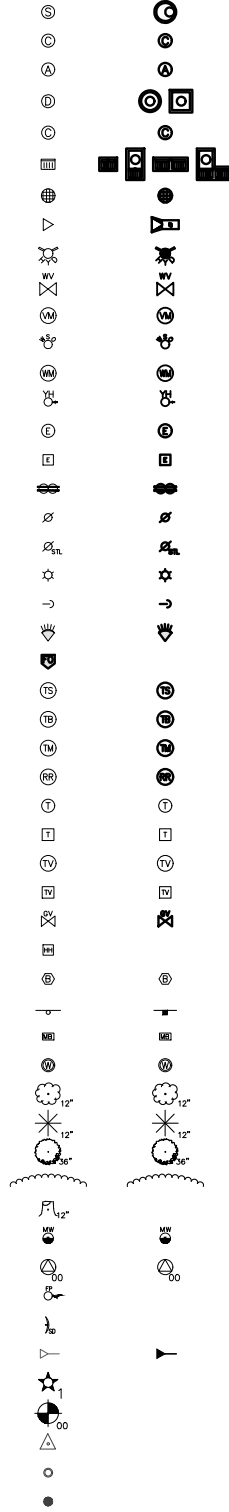


PROPOSED

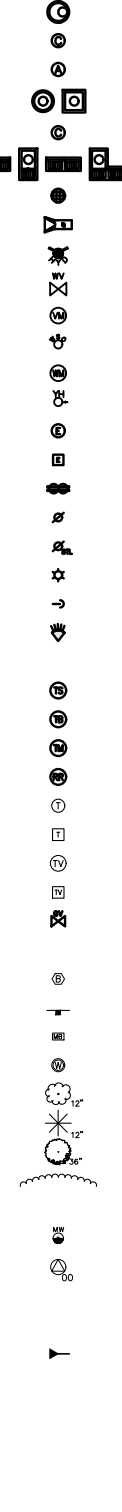


SANITARY SEWER MAIN
SANITARY SEWER SERVICE
SANITARY SEWER FORCE MAIN
STORM SEWER MAIN OR CULVERT
SECONDARY STORM SEWER MAIN
SECONDARY STORM SEWER SERVICE
SUBDRAIN/TILE
WATER MAIN
WATER SERVICE
UNDERGROUND ELECTRIC
OVERHEAD ELECTRIC
UNDERGROUND TELEPHONE
UNDERGROUND FIBER OPTIC
UNDERGROUND CABLE TV
GAS MAIN OR SERVICE
CONTOUR LINES INTERMEDIATE
CONTOUR LINES INDEX
PROPERTY LINE / LOT LINE
RIGHT OF WAY LINE
SECTION LINE
EASEMENT
GUARD RAIL
FIELD FENCE
CHAIN LINK FENCE
WOODEN FENCE
ROAD CENTERLINE
GRADING LIMITS
CONSTRUCTION LIMITS
AG LINE
WATERWAY FLOWLINE
TOP OF SLOPE
BOTTOM OF SLOPE
SILT FENCE

EXISTING



PROPOSED



SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
AIR RELEASE MANHOLE/DRAIN MANHOLE
STORM SEWER MANHOLE
STORM SEWER CLEANOUT
STORM SEWER INTAKE
STORM SEWER BEEHIVE INTAKE
FLARED END SECTION
FIRE HYDRANT
WATER VALVE
WATER VALVE MANHOLE
CURB STOP
WATER METER MANHOLE
YARD HYDRANT
ELECTRIC MANHOLE / VAULT
ELECTRIC PEDESTAL / TRANSFORMER
OUTDOOR ELECTRIC POWER OUTLET
POWER POLE
POWER POLE w/ STREET LIGHT
STREET LIGHT POLE
GUY WIRE
FLOODLIGHT
FIBER OPTIC MARKER
TRAFFIC SIGNAL
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL MANHOLE / VAULT
RAILROAD CROSSING SIGNAL
TELEPHONE MANHOLE / VAULT
TELEPHONE PEDESTAL
CABLE TV MANHOLE / VAULT
CABLE TV PEDESTAL
GAS VALVE
IRRIGATION HANDHOLE
BOLLARD (BUMPER POST)
ROADWAY SIGN
MAILBOX
WELL
DECIDUOUS TREE
EVERGREEN TREE
SHRUB OR BUSH
TREE OR SHRUB LINE
STUMP
MONITORING WELL
SOIL BORINGS
FLAG POLE
SATELLITE DISH
SLOPE INDICATORS
CONTROL POINT
BENCH MARK
SECTION CORNER
IRON PIN SET
IRON PIN FOUND

ABBREVIATIONS

T/S	TOP OF SLAB	TOP	TOP OF SLOPE
BC	BACK OF CURB	BOT	BOTTOM OF SLOPE
TC	TOP OF CURB	EP	EDGE OF PAVING
FG	FORM GRADE	BOP	BEGINNING OF PROJECT
FL	FLOWLINE	EOP	END OF PROJECT
CL	CENTERLINE	UAC	USE AS CONSTRUCTED
C	CUT		
F	FILL		

UTILITY CONTACT INFORMATION

IOWA ONE CALL	Ph: 811
ALLIANT ENERGY	800-255-4268
Contact: Alliant Energy Field Engineer	
Email: locate_IPL@alliantenergy.com	
CENTURYLINK	918-547-0147
Contact: Sadie Hull	
Email: sadie.hull@lumen.com	
CITY OF MARSHALLTOWN ELECTRIC	641-754-5734
Contact: David Deemer	
Email: locate-electric@marshalltown-ia.gov	
CITY OF MARSHALLTOWN SEWER	641-754-5749
Contact: Troy McGahuey	
Email: design-sewer@marshalltown-ia.gov	
MARSHALLTOWN WATER WORKS	641-753-7913
Contact: Zach Maxfield	
Email: zach@marshalltownwater.com	
MEDIACOM CABLE	515-669-3647
Contact: Curt Hodges	
Email: chodges@mediacomcc.com	
WINDSTREAM COMMUNICATIONS	800-289-1901
Contact: Locate Desk	
Email: locate.desk@windstream.com	

PROJECT DESCRIPTION

PROJECT INCLUDES THE CONSTRUCTION OF A BASKETBALL COURT, PICKLEBALL COURT, VOLLEYBALL / SEPAK TAKRAW COURT, SHELTER PAD, SIDEWALK IMPROVEMENTS AND SOCCER FIELD GRADING.

NOTES

- BUILDING LINES AND CORNERS ARE FOR USE IN PREPARING CIVIL SITE PLAN DOCUMENTS. BUILDING CORNERS AND BUILDING LINES SHOULD BE SPECIFICALLY VERIFIED, AS NECESSARY, PRIOR TO DESIGN FOR CONSTRUCTION OF ANY PROPOSED EXPANSION OR CONNECTION OF BUILDING COMPONENTS.
- FOR CLARITY PURPOSES, SURVEY SPOT ELEVATIONS ARE NOT SHOWN ON THIS SURVEY, BUT ARE CONTAINED WITHIN THE DIGITAL CADD FILES.
- FOR THE PURPOSE OF THIS SURVEY, STORM SEWER, SANITARY SEWER AND WATER MAIN LINES ARE ASSUMED TO FOLLOW A STRAIGHT LINE FROM STRUCTURE TO STRUCTURE.
- UTILITY SERVICE LINES TO BUILDINGS ARE APPROXIMATE ONLY. AN INTERNAL BUILDING INVESTIGATION, EXCAVATION AND/OR SUBSURFACE LOCATING/DESIGNATING WOULD NEED TO BE PERFORMED TO DETERMINE THE LOCATION OF SERVICES ENTERING THE BUILDING.
- UNDERGROUND PIPE MATERIALS AND SIZES ARE BASED UPON VISIBLE EVIDENCE VIEWED FROM ACCESS MANHOLES/STRUCTURES. DUE TO THE CONFIGURATION AND/OR CONSTRUCTION OF THE STRUCTURE, IT MAY BE DIFFICULT TO ACCURATELY DETERMINE THE PIPE MATERIAL AND/OR SIZE. THE SURVEYOR WILL USE THEIR JUDGMENT AND EXPERIENCE TO ATTEMPT TO DETERMINE, BUT COMPLETE ACCURACY CANNOT BE GUARANTEED.
- BOUNDARY LINES SHOWN ON THE EXISTING SITE SURVEY ARE TO FACILITATE DESIGN OR CONCEPT NEEDS AND ENABLE CREATION OF SAID CONSTRUCTION DOCUMENTS. THESE LINES DO NOT CONSTITUTE A CERTIFIED BOUNDARY SURVEY AND MISSING MONUMENTS WILL NOT BE SET.

ESTIMATED PROJECT QUANTITIES				
Item No.	Item Code	Item	Unit	Quantity
		DIVISION 2 - EARTHWORK		
1	2010-D-1	TOPSOIL, ON-SITE	CY	1175
2	2010-E	EXCAVATION, CLASS 10	CY	1650
3	2010-G	SUBGRADE PREPARATION	SY	830
4	2010-J	SUBBASE, MODIFIED, 4 INCH	SY	980
		DIVISION 4 - SEWERS AND DRAINS		
5	4040-A	SUBDRAIN, 6 INCH DIAMETER CORRUGATED PVC OR HDPE, PERFORATED	LF	156
6	4040-C-1	SUBDRAIN CLEANOUT, TYPE A-2, 6 INCH	EA	3
7	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, PVC OR HDPE, 6 INCH	EA	1
		DIVISION 7 - STREETS AND RELATED WORK		
8	7010-A	PAVEMENT, PCC, 6 INCH, CLASS C, REINFORCED	SY	830
9	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1
10	7030-A-1	REMOVAL OF SIDEWALK	SY	30
11	7030-E	SIDEWALK, PCC, 4 INCH	SY	150
		DIVISION 8 - TRAFFIC CONTROL		
12	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	LF	690
		DIVISION 9 - SITE WORK AND LANDSCAPING		
13	9010-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	1.6
14	9040-A-2	SWPPP MANAGEMENT	LS	1
15	9040-D-1	FILTER SOCK, 9 INCH	LF	1105
16	9040-D-2	FILTER SOCK, REMOVAL	LF	1105
17	9040-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	1.6
18	9060-A	CHAIN LINK FENCE, 48"	LF	190
19	9060-B	GATES, CHAIN LINK, 48"	EA	2
		DIVISION 11 - MISCELLANEOUS		
20	11010-A	CONSTRUCTION SURVEY	LS	1
21	11020-A	MOBILIZATION	LS	1
22	11,999-A	CONCRETE FOOTINGS FOR BASKETBALL HOOP	EA	2
23	11,999-B	CONCRETE FOOTINGS FOR PICKLEBALL NET	LS	1
24	11,999-C	CONCRETE FOOTINGS FOR VOLLEYBALL NET	EA	2
25	11,999-D	PICNIC SHELTER	LS	1
26	11,999-E	PICKLEBALL COURT SURFACING	SY	242
27	11,999-F	ARTIFICIAL TURF SURFACING	SY	264

ESTIMATE REFERENCE INFORMATION		
Data listed below is for informational purpose only and shall not constitute a basis for any extra work orders.		
Item No.	Item Code	Description
1	2010-D-1	TOPSOIL, ON-SITE QUANTITY INCLUDES STRIPPING OF TOPSOIL TO A DEPTH OF 6-INCHES FROM THE AREA WITHIN THE GRADING LIMITS. MATERIAL TO BE STOCKPILED RE-SPREAD TO A DEPTH OF NO LESS THAN 4-INCHES. TOPSOIL TO BE RE-SPREAD SHALL BE FREE OF ROCK AND DEBRIS AND SUITABLE FOR GROWTH OF GRASS. TOTAL TOPSOIL ADJUSTED RE-SPREAD QUANTITY COMPRISES 1175 CY INCLUDING 40% SHRINK.
2	2010-E	EXCAVATION, CLASS 10 QUANTITY PAID SHALL BE PLAN QUANTITY. UNIT PRICE INCLUDES PLACEMENT OF THE EXCAVATED MATERIALS AS COMPACTED. COMPACTED FILL QUANTITIES INCLUDE AN ASSUMED 30% SHRINK FACTOR. CONTRACTOR SHALL STOCKPILE WASTE EXCAVATION ON SITE AT A LOCATION TO BE APPROVED BY THE ENGINEER. WASTE EXCAVATION WILL BECOME PROPERTY OF THE CITY. NO PAYMENT WILL BE MADE FOR OVERHAUL. TOTAL PROJECT CLASS 10 EXCAVATION IS: 1650 CY CUT, 1570 CY FILL (WITH 30% SHRINK), AND 80 CY WASTE.
3	2010-G	SUBGRADE PREPARATION REFER TO TYPICAL SECTIONS ON SHEET C.04 FOR DETAILS. PROVIDE UNIFORM COMPACTION OF AT LEAST 12-INCHES BELOW TOP OF SUBGRADE UNDER REINFORCED CONCRETE PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING SUBGRADE PREPARATION PER SUDAS 2010-3.06-B-1 (PROOF ROLL). THE CONTRACTOR SHALL CONTACT THE CITY TO BE IN ATTENDANCE TO WITNESS THE PROOF ROLL.
4	2010-J	SUBBASE, MODIFIED, 4 INCH REFER TO TYPICAL SECTIONS ON SHEET C.04 FOR DETAILS. MODIFIED SUBBASE SHALL BE AT LEAST 4-INCHES DEEP BELOW REINFORCED CONCRETE PAVEMENT AND CONCRETE SIDEWALK. MODIFIED SUBBASE MATERIAL SHALL MEET THE REQUIREMENTS FOR GRADATION NO. 14 OF THE AGGREGATE GRADATION TABLE, ARTICLE 4109.2 OF THE IOWA DOT STANDARD SPECIFICATIONS.
5	4040-A	SUBDRAIN, 6 INCH DIAMETER CORRUGATED PVC OR HDPE, PERFORATED REFER TO DETAIL ON SHEET C.05 FOR DETAILS. BID ITEM INCLUDES ANY BENDS OR FITTINGS AS INCIDENTAL TO THIS BID ITEM.
6	4040-C-1	SUBDRAIN CLEANOUT, TYPE A-2, 6 INCH REFER TO FIGURE 4040.232 FOR SUBDRAIN CLEANOUT DETAILS AND SHEET C.02 FOR LOCATIONS.
7	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, PVC OR HDPE, 6 INCH REFER TO FIGURE 4040.233 FOR SUBDRAIN OUTLET DETAILS AND SHEET C.02 FOR LOCATIONS.
8	7010-A	PAVEMENT, PCC, 6 INCH, CLASS C, REINFORCED REFER TO TYPICAL SECTIONS ON SHEET C.04 FOR DETAILS. 6-INCH REINFORCED CONCRETE PAVEMENT SHALL BE INSTALLED FOR THE BASKETBALL COURT, PICKLEBALL COURT, AND SHELTER PAD. REINFORCING SHALL CONSIST OF #4 BARS, 12" ON CENTER EACH WAY, SUPPORTED WITH REBAR CHAIRS TO CENTER BARS IN THE SLAB. A 15 MM THICK POLYOLEFIN VAPOR BARRIER SHALL BE INSTALLED ON TOP OF MODIFIED SUBBASE PRIOR TO PLACING REINFORCING STEEL, AND IS INCIDENTAL TO THIS BID ITEM. CONCRETE SHALL BE COMPLETED WITH A MEDIUM BROOM FINISH.
9	7010-I	PCC PAVEMENT SAMPLES AND TESTING INCLUDES ALL QUALITY ASSURANCE TESTING FOR REINFORCED PCC PAVEMENT, PCC SIDEWALK, AND CONCRETE FOOTINGS. INCLUDING SLUMP, AIR, AND CONCRETE STRENGTH TESTING BY A THIRD PARTY INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER. CYLINDER BREAKS ARE INCLUDED IN THIS ITEM. FOUR CYLINDERS SHALL BE REQUIRED FOR 3-DAY, 7-DAY, 28-DAY, AND SPARE. TESTING FREQUENCIES SHALL BE PER SUDAS SPECIFICATIONS SECTION 7010, 3.07, A.
10	7030-A-1	REMOVAL OF SIDEWALK REFER TO SHEET C.01 FOR LOCATION. EXISTING SIDEWALK IS ASSUMED TO BE 4" CONCRETE, HOWEVER NO ADDITIONAL PAYMENT WILL BE MADE FOR VARIANCE IN SIDEWALK DEPTH. ALL REMOVED SIDEWALK SHALL BECOME PROPERTY OF THE CONTRACTOR.

ESTIMATE REFERENCE INFORMATION		
Data listed below is for informational purpose only and shall not constitute a basis for any extra work orders.		
Item No.	Item Code	Description
11	7030-E	SIDEWALK, PCC, 4 INCH REFER TO C.02 SHEET FOR LOCATIONS, ELEVATIONS, SLOPES AND DETAILS. MINOR GRADING TO REACH FINISH SUBGRADE AND SUBGRADE PREPARATION IS INCIDENTAL TO THIS ITEM.
12	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE THIS ITEM IS INCLUDED FOR THE PAINTED PAVEMENT MARKINGS ON THE BASKETBALL COURT. REFER TO C.04 SHEET FOR DETAILS AND LOCATIONS. PAINT LINES SHALL BE 2" THICK, AND COLORED WHITE. DURABLE PAINT SHALL MEET THE SPECIFICATIONS OF SUDAS SECTION 8020-3.02-C-2.
13	9010-A	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 THIS ITEM IS INCLUDED FOR THE SEEDING AND FERTILIZING OF ALL DISTURBED AREA INSIDE THE GRADING LIMITS SHOWN IN THE PLANS. TYPE 1 (PERMANENT LAWN MIXTURE) SHALL BE USED. REFER TO SUDAS SECTION 9010 FOR ADDITIONAL INFORMATION AND DETAILS.
14	9040-A-2	SWPPP MANAGEMENT UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, ALL WORK REQUIRED TO COMPLY WITH THE ADMINISTRATIVE PROVISIONS OF THE IOWA DNR NPDES GENERAL PERMIT NO. 2; INCLUDING RECORD KEEPING, DOCUMENTATION, UPDATING THE SWPPP, FILING THE NOTICE OF DISCONTINUATION, ETC. ITEM ALSO INCLUDES WEEKLY INSPECTIONS REQUIRED TO SATISFY THE PROVISIONS OF GENERAL PERMIT NO. 2, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
15	9040-D-1	FILTER SOCK, 9 INCH
16	9040-D-2	FILTER SOCK, REMOVAL REFER TO C.02 AND C.03 SHEET FOR APPROXIMATE LOCATIONS. EROSION CONTROL DEVICES THAT NO LONGER FUNCTION AS INTENDED SHALL BE REMOVED AND REPLACED AT THE DISCRETION OF THE OWNER. REMOVE FILTER SOCK WHEN THE SITE BECOMES STABILIZED AND AS DIRECTED BY THE OWNER.
17	9040-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING, BFM QUANTITY INCLUDES BFM FOR ALL TYPE 1 SEEDING AREAS. HYDROMULCHING SHALL FOLLOW SUDAS SECTION 9040, 3.21, B AND SHALL BE INSTALLED AS A SEPARATE APPLICATION FROM THE SEEDING AND FERTILIZING. BONDED FIBER MATRIX HYDROMULCH SHALL BE PLACED AT A 3,000 LBS / ACRE DRY WEIGHT.
18	9060-A	CHAIN LINK FENCE, 48"
19	9060-B	GATES, CHAIN LINK, 48" REFER TO C.02 FOR LOCATIONS. CHAIN LINK FENCE SHALL BE 48" TALL AND COLORED BLACK. REFER TO SUDAS SECTION 9060 FOR ADDITIONAL INFORMATION AND DETAILS.
20	11010-A	CONSTRUCTION SURVEY THIS ITEM IS INCLUDED FOR ALL CONSTRUCTION STAKING REQUIRED FOR THE PROJECT.
21	11020-A	MOBILIZATION
22	11,999-A	CONCRETE FOOTINGS FOR BASKETBALL HOOP REFER TO FOOTING DETAIL ON C.05 SHEET. THE CITY OF MARSHALLTOWN WILL PURCHASE THE BASKETBALL HOOPS AND INSTALL THE HOOPS AFTER THE FOOTINGS HAVE BEEN COMPLETED. THE CITY WILL SUPPLY THE CONTRACTOR WITH THE GROUND ANCHOR FOR THE BASKETBALL HOOP TO BE INSTALLED IN THE FOOTING, PER MANUFACTURER REQUIREMENTS. FOOTINGS ARE TO BE INSTALLED PRIOR TO THE 6" REINFORCED PCC PAVEMENT. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO CONSTRUCT THE FOOTINGS. ITEM SHALL BE MEASURED AND PAID BY EACH FOOTING INSTALLED.
23	11,999-B	CONCRETE FOOTINGS FOR PICKLEBALL NET REFER TO FOOTING AND CENTER ANCHOR DETAIL ON C.05 SHEET. THE CITY OF MARSHALLTOWN WILL PURCHASE THE PICKLEBALL NET AND INSTALL THE NET AFTER THE FOOTINGS AND CENTER ANCHOR HAVE BEEN COMPLETED. THE CITY WILL SUPPLY THE CONTRACTOR WITH THE GROUND SLEEVE FOR THE NET TO BE INSTALLED IN THE FOOTING, PER MANUFACTURER REQUIREMENTS. FOOTINGS AND CENTER ANCHOR ARE TO BE INSTALLED PRIOR TO THE 6" REINFORCED PCC PAVEMENT. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO CONSTRUCT THE FOOTINGS AND CENTER ANCHOR. ITEM SHALL BE MEASURED AND PAID BY LUMP SUM.
24	11,999-C	CONCRETE FOOTINGS FOR VOLLEYBALL NET REFER TO FOOTING DETAIL ON C.05 SHEET. THE CITY OF MARSHALLTOWN WILL PURCHASE THE VOLLEYBALL NET AND INSTALL THE NET AFTER THE FOOTINGS HAVE BEEN COMPLETED. THE CITY WILL SUPPLY THE CONTRACTOR WITH THE GROUND SLEEVE FOR THE NET TO BE INSTALLED IN THE FOOTING, PER MANUFACTURER REQUIREMENTS. FOOTINGS ARE TO BE INSTALLED PRIOR TO ARTIFICIAL TURF SURFACING. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO CONSTRUCT THE FOOTINGS. ITEM SHALL BE MEASURED AND PAID BY EACH FOOTING INSTALLED.
25	11,999-D	PICNIC SHELTER A POLIGON SQR-16 SHELTER SHALL BE INSTALLED BY THE CONTRACTOR ON THE BUILDING PAD SHOWN ON SHEET C.02. THE CONTRACTOR SHALL INSTALL THE SHELTER PER ALL POLIGON RECOMMENDATIONS. THE BASEPLATE AND FOOTING DESIGN SHALL BE DETERMINED BY POLIGON AND THE CONTRACTOR SHALL INSTALL PER THEIR RECOMMENDATIONS. THE SHELTER SHALL HAVE MULTI RIB ROOFING, COLORED ROMAN BLUE. THE COLUMNS SHALL BE SQUARE, WITH POLI-5000 POWDER COAT FINISH COLORED ARTIC ICE. COLUMN BASE PLATE COVERS SHALL BE INCLUDED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION OF THE SHELTER. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE SHELTER. THE ITEM SHALL BE MEASURED AND PAID BY LUMP SUM.
26	11,999-E	PICKLEBALL COURT SURFACING PICKLEMASTER COATING SYSTEM BY SPORTMASTER, OR APPROVED EQUAL, SHALL BE USED TO PROVIDE A NON-SLIP SURFACE AND COLORING. THE PICKLEMASTER SURFACING SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. NEW CONCRETE SURFACES MUST CURE 28 DAYS. THOROUGHLY REMOVE ALL DUST, DIRT, DEBRIS AND LOOSE MATERIALS. ETCH CONCRETE SURFACE WITH MURIATIC OR PHOSPHORIC ACID SOLUTION. RINSE CLEAN WITH WATER AFTER ETCHING IS COMPLETE. APPLY SPORTMASTER ACRYLIC ADHESION PROMOTER OR SUITABLE PRIMER OVER NEW OR UNCOATED SURFACES. APPLY ONE (1) OR MORE COATS OF ACRYLIC RESURFACER TO PROVIDE A SMOOTH UNDERLAYMENT FOR APPLICATION OF THE SPORTMASTER COLOR SYSTEM. OVER PROPERLY PREPARED CONCRETE SURFACE, APPLY A MINIMUM OF TWO COATS OF PICKLEMASTER RTU IN ACCORDANCE WITH MANUFACTURER'S MIXING AND APPLICATION INSTRUCTIONS. THE SERVICE AREAS ARE TO BE COLORED BLUE, THE STRIPING IS TO BE COLORED WHITE, AND THE REMAINING AREAS ARE TO BE COLORED GREEN. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE COURT SURFACING. THIS ITEM SHALL BE MEASURED AND PAID BY EACH SQUARE YARD OF COURT SURFACING INSTALLED.
27	11,999-F	ARTIFICIAL TURF SURFACING ASTROTURF PGPIN 5MM ARTIFICIAL TURF SHALL BE INSTALLED AS THE SURFACING FOR THE VOLLEYBALL / SEPAK TAKRAW COURT. A SHOCK ABSORBING PGPIN 5MM PAD SHALL BE INSTALLED. VIRGIN CRUMB RUBBER INFILL SHALL BE ADDED AT MANUFACTURER'S RECOMMENDED RATE. A BASE OF 4" THICK 3/4" CLEAN STONE, AND 2" THICK 3/8" CLEAN AGGREGATE SHALL BE INSTALLED PER DETAIL ON SHEET C.05. NAILER BOARDS SHALL BE INSTALLED AROUND THE PERIMETER AS SHOWN ON SHEET C.05. THE ARTIFICIAL TURF SHALL HAVE STRIPING FOR THE VOLLEYBALL COURT COLORED IN WHITE, AND STRIPING FOR THE SEPAK TAKRAW COURT COLORED IN YELLOW. SEE SHEET C.05 FOR DIMENSIONS AND DETAILS ON THE STRIPING LAYOUT. INFILL, BASE AGGREGATES, GEOTEXTILE FABRIC, NAILER BOARDS, AND STRIPING ARE ALL INCIDENTAL TO THIS BID ITEM. REFER TO SPECIAL PROVISIONS FOR ADDITIONAL DETAILS. SHOP DRAWINGS AND INFORMATION SUBMITTALS TO BE PROVIDED TO ENGINEER FOR REVIEW ON MATERIALS USED IN ARTIFICIAL TURF ASSEMBLY, INCLUDING BUT NOT LIMITED TO NAILER BOARDS, FASTENERS, TURF PRODUCT, PADDING, TURF SEAMING, INFILL, AND PADDING. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPEMENT, AND LABOR REQUIRED TO INSTALL THE ARTIFICIAL TURF. THE ITEM SHALL BE MEASURED AND PAID PER SQUARE YARD OF ARTIFICIAL TURF INSTALLED.



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IOWA CERTIFICATE OF AUTHORITY NO. 26887

REVISIONS

PROJECT INFO
2023000568

ENGINEER CDH DRAWN BY BAV CHECKED BY CFF

KIWANIS PARK IMPROVEMENTS
2206 S. 3RD AVENUE
MARSHALLTOWN, IOWA

QUANTITIES AND REFERENCE NOTES

P:2023000568-04-DRAWINGS\DWG\PLANS\A.02.DWG

DRAWING NO.

A.03

110-12

POLLUTION PREVENTION PLAN

This project is regulated by the requirements of the Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2. The Contractor shall carry out the terms and conditions of this permit and the Pollution Prevention Plan (PPP).

This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed per plan revisions or by contract modification, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The prime contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

I. ROLES AND RESPONSIBILITIES

A. Designer:

- Prepares Base PPP included in the project plan.
- Prepares Notice of Intent (NOI) submitted to Iowa DNR.
- Is signature authority on the Base PPP.

B. Contractor:

- Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
- Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities as defined in Section 9040 of the Standard Specifications.
- Installs and maintains appropriate controls. This work may be subcontracted.
- Supervises and implements good housekeeping practices.
- Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports.
- Complies with training and certification requirements of Section 9040 of the Standard Specifications.

C. Subcontractors:

- Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if responsible for sediment or erosion controls or involved in land disturbing activities. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
- Implement good housekeeping practices.

D. Contracting Authority:

- Is Project Storm Water Manager.
- Is current with erosion control training or certification.
- Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance.
- Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit.
- Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors.
- Requires employees, contractors, and subcontractors to take appropriate responsive action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements, and to order or recommend such other actions as necessary to meet storm water requirements.
- Is familiar with the Project PPP and storm water site map.
- Is responsible for periodically monitoring inspection reports to determine whether deficiencies identified in inspection reports were adequately and timely addressed, and if not, has the authority and responsibility to direct immediate actions to correct the deficiencies.
- Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements.
- Is signature authority on Notice of Discontinuation.
- Updates PPP whenever there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project.
- Maintains an up-to-date record that identifies contractors and subcontractors as co-permittees.
- Makes these plans available to the DNR upon their request.
- Conducts joint required inspections of the site with the contractor/subcontractor.
- Completes an inspection report after each inspection.
- Is signature authority on storm water inspection reports.

II. PROJECT SITE DESCRIPTION

A. This Pollution Prevention Plan (PPP) is for the construction of sidewalk, a shelter and sport courts in Kiwanis Park.

B. This PPP covers approximately 6.0 acres with an estimated 1.8 acres being disturbed. The portion of the PPP covered by this contract has 1.8 acres disturbed.

C. The PPP is located in an area of one soil association Tama - Muscatine - Downs. The estimated weighted average runoff coefficient number for this PPP after completion will be 0.31.

D. Storm Water Site Map is located in the C sheets. Proposed slopes are shown on the site plan, and grading plans. Supplemental information is located in the Tabulations in the A sheets.

E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. For example, silt fence ditch checks will typically not be installed until the ditch has been installed. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries.

F. Runoff from this work will flow into unnamed ditches and then into Anson Creek.

III. CONTROLS

A. The Contractor's ECIP specified in Section 9040 of the Standard Specifications for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented.

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POLLUTION PREVENTION PLAN

B. Preserve vegetation in areas not needed for construction.

C. Section 9040 of the Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water monitoring inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Section 1040 of the Standard Specifications.

1. EROSION AND SEDIMENT CONTROLS

a. Stabilization Practices

- Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized.
- Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have:
- Permanently ceased on any portion of the site, or
- Temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days.

3) Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above.

4) Permanent and Temporary Stabilization practices to be used for this project are located in the storm water site map (when included), Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C sheets. Typical drawings detailing construction of the practices to be used on this project are referenced in the C sheets.

5) Preservation of existing vegetation within right-of-way or easements will act as vegetative buffer strips.

6) Preservation of topsoil: Bid items to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets. Additional information may be found in the Tabulations in the C sheets.

b. Structural Practices

- Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas.
- Structural practices to be used for this project are located in the storm water site map (when included), Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found on the B sheets or are referenced in the Standard Figures Tabulation (105-4) located in the C sheets.

c. Storm Water Management

- Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the storm water site map (when included) and Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation. The installation of these devices may be subject to Section 404 of the Clean Water Act.

2. OTHER CONTROLS

a. Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.

- Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
- Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
- Stockpile Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving.
- Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
- Spill Prevention and Control - Implement chemical spill and leak prevention and response procedures to contain and clean-up spills and prevent material discharges to the storm drain system and waters of the state.
- Concrete Residuals and Washout Wastes - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located. Designated washout areas should be located at least 50 feet away from storm drains, streams or other water bodies. Care should be taken to ensure these facilities do not overflow during storm events.
- Concrete Grooving/Grinding Slurry - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project.
- Vehicle and Equipment Storage and Maintenance Areas - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
- Litter Management - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants.
- Dewatering - Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. Measures are also to be taken to prevent scour erosion at dewatering discharge point.

3. APPROVED STATE OR LOCAL PLANS

During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

IV. MAINTENANCE PROCEDURES

The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

V. INSPECTION REQUIREMENTS

A. Inspections shall be made jointly by the Contractor and the Contracting Authority at least once every seven calendar days. Storm water monitoring inspections will include:

- Date of the inspection.



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IOWA CERTIFICATE OF AUTHORITY NO. 26887

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2023000568

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CDH

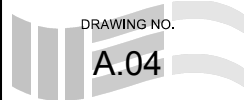
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KIWANIS PARK IMPROVEMENTS
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MARSHALLTOWN, IOWA

SWPPP

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DRAWING NO.
A.04

110-12

POLLUTION PREVENTION PLAN

2. Summary of the scope of the inspection.

3. Name and qualifications of the personnel making the inspection.

5. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.

6. Major observations related to the implementation of the PPP.

7. Identification of corrective actions required to maintain or modify erosion and sediment control measures.

B. Include storm water monitoring inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made.

VI. NON-STORM WATER DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP.

VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION

Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

VIII. DEFINITIONS

A. Base PPP - Initial Pollution Prevention Plan.
B. Amended PPP - May include Plan Revisions or Contract Modifications for new items, storm water monitoring inspection reports, and fieldbook entries made by the inspector.
C. IDR - Inspector's Daily Report - this contains the inspector's daily diary and bid item postings.
D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs).
E. Signature Authority - Representative authorized to sign various storm water documents.

CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature

Printed or Typed Name

Signature



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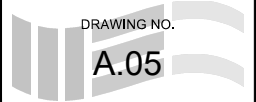
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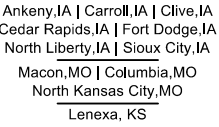
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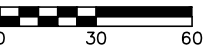
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OWA CERTIFICATE OF
AUTHORITY NO. 26887



REVISIONS

PROJECT INFO
2023000568

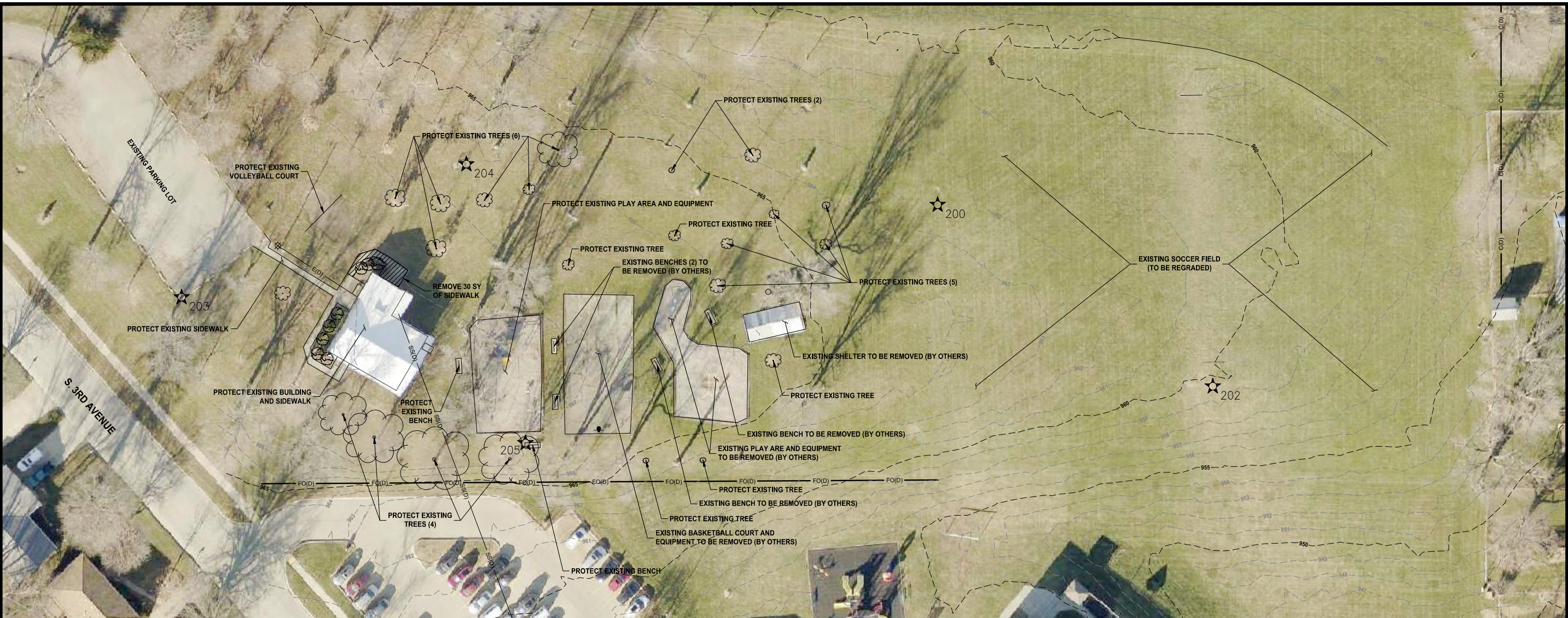
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CDH BAV CFF

KIWANIS PARK IMPROVEMENTS
 22206 S. 3RD AVENUE
 MARSHALLTOWN, IOWA

DEMOLITION PLAN AND NOTES

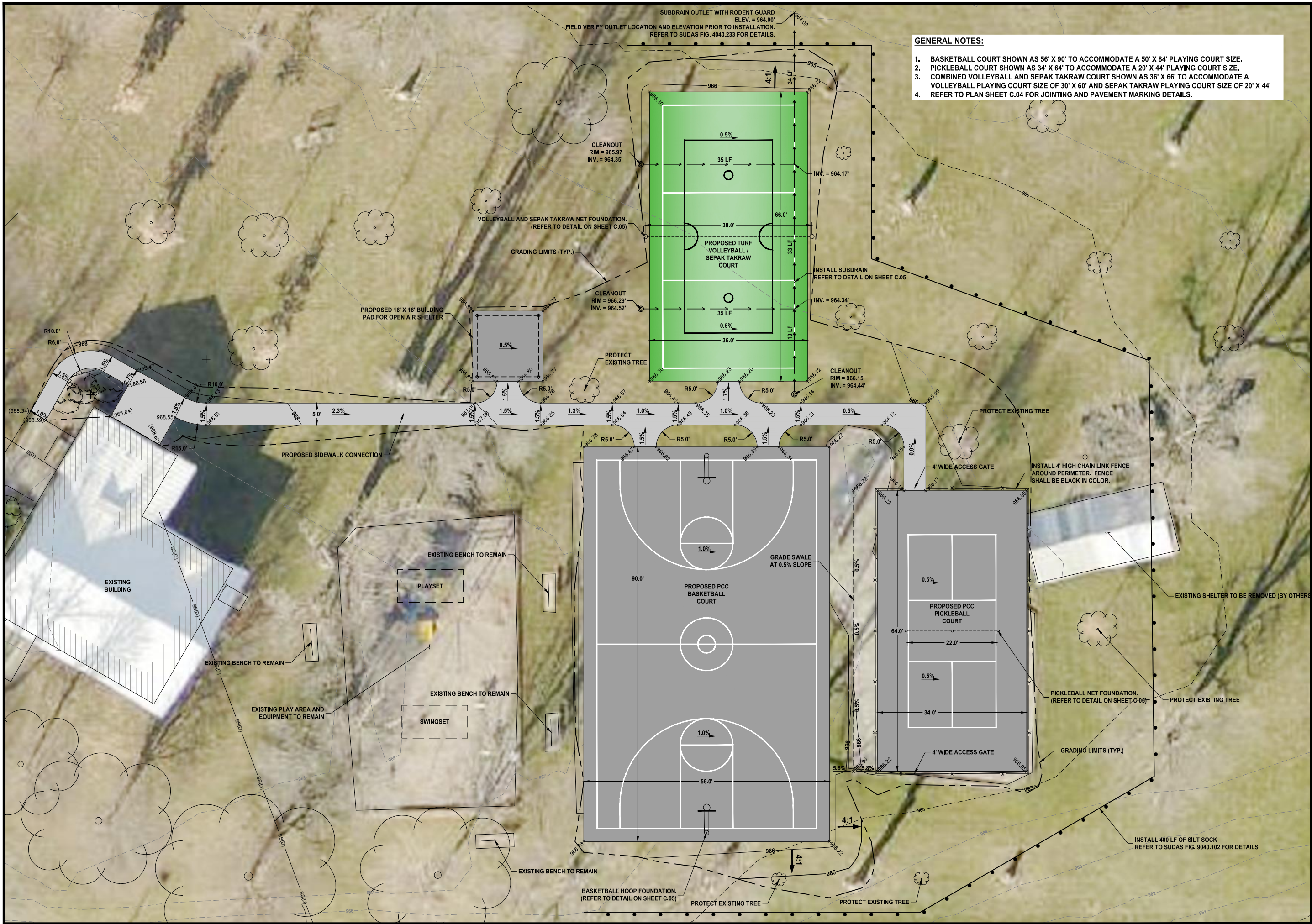
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NOTES

- | | | | |
|--|---|--|--|
| <p>UTILITY WARNING: THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.</p> | <p>G. EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE REMOVAL OF THE EXISTING PAVEMENT. PROTECT THE ADJACENT PAVEMENT, BUILDINGS AND UTILITIES UNLESS NOTED OTHERWISE. CONTRACTOR TO REPAIR ANY DAMAGES WITHOUT ADDITIONAL COMPENSATION. REMOVE THE EXISTING PAVEMENT AREAS TO THE NEAREST JOINT OR AS DIRECTED BY THE ENGINEER.</p> | <p>DURING NON-WORKING HOURS.</p> | <p>PROPOSED WORK PRIOR TO BIDDING OR PROVIDING A PROPOSAL FOR SERVICES. CONTRACTOR TO SATISFY HIMSELF/HERSELF OF THE EXISTING CONDITIONS AND ALL WORK NECESSARY FOR COMPLETION OF THE PROPOSED CONSTRUCTION.</p> |
| <p>B. NOTIFY UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES AND AVOIDING DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTIONS.</p> | <p>H. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.</p> | <p>N. ALL HOLES RESULTING FROM OPERATIONS OF THE CONTRACTOR, INCLUDING REMOVAL OF POSTS, UTILITY POLES, OR FOUNDATION STRUCTURES SHALL BE FILLED AND CONSOLIDATED TO FINISHED GRADE AS APPROVED BY THE ENGINEER TO PREVENT FUTURE SETTLEMENT. THE VOIDS SHALL BE FILLED AS SOON AS PRACTICAL, PREFERABLY THE DAY CREATED AND NO LATER THAN THE FOLLOWING DAY. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER BID ITEMS IN PROJECT.</p> | <p>W. CONTRACTOR TO COORDINATE WITH OWNER AND OTHER CONTRACTORS PERFORMING WORK ON SITE TO KEEP WORK SCHEDULED COMPLETION DATES AGREED UPON WITH OWNER.</p> |
| <p>C. WHERE UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY FURTHER CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY OR DAMAGE CAUSED BY SUCH WORK. THE CONTRACTOR SHALL MAKE REPAIRS TO ANY UTILITY DAMAGED TO THE UTILITY PROVIDERS SPECIFICATIONS.</p> | <p>I. CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION, AND DUST POLLUTION ON PROJECT SITE AND ANY OFF-SITE DEPOSIT AREA USED FOR THIS PROJECT. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE AND LOCAL ORDINANCES. INSTALL SILTATION DEVICES TO PREVENT SEDIMENT FROM ENTERING DRAINAGE STRUCTURES AND/OR FACILITIES.</p> | <p>O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING DIRT AND DEBRIS DEPOSITED BY CONSTRUCTION ACTIVITY OFF STREETS, DRIVEWAYS, AND SIDEWALKS IN A TIMELY MANNER.</p> | <p>X. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS REQUIRED FOR PROJECT, INCLUDING BUT NOT LIMITED TO GRADING & EROSION CONTROL PERMIT, BUILDING PERMIT, UTILITY PERMITS AND DRIVEWAY PERMITS.</p> |
| <p>D. CONSTRUCTION OF ALL SITE IMPROVEMENTS SHALL CONFORM TO THE 2023 STATE WIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) AND THE MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS.</p> | <p>J. DO NOT RESTRICT DRAINAGE CHANNELS AND PROTECT ALL EXISTING DRAINAGE STRUCTURES UNLESS OTHERWISE NOTED. CONTRACTOR IS FULLY LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVING FOR THE HANDLING OF STORM WATER FLOW DURING CONSTRUCTION.</p> | <p>P. ALL EXISTING UTILITY APPURTENANCES LOCATED WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED TO FINISHED GRADE BY THE CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE.</p> | <p>Y. CITY STAFF WILL PERFORM ALL REMOVALS ABOVE THAT ARE NOTED (BY OTHERS). THE REMOVALS WILL BE COMPLETED PRIOR TO THE CONTRACTOR BEGINNING WORK ON THE PROJECT.</p> |
| <p>E. ALL DIMENSIONS ARE TO BUILDING FACE, BACK OF CURB OR TO PROPERTY LINE UNLESS OTHERWISE NOTED.</p> | <p>K. CONTRACTOR SHALL PROVIDE OFF-SITE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT AS APPROVED BY THE OWNER AND ENGINEER. NO PAYMENT FOR DISPOSAL FEES OR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO DISPOSAL SITES. DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. HAULING AND DISPOSAL OF EXCESS EXCAVATION IS INCIDENTAL TO EARTHWORK ACTIVITIES. ANY ADDITIONAL EXCAVATION REQUIRED FOR LIMITED RE-SHAPING OF ADJACENT AREAS TO PROVIDE FOR DRAINAGE IS CONSIDERED INCIDENTAL TO THE PROJECT.</p> | <p>Q. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR RE-ESTABLISHMENT OF SURVEY MONUMENTS (PROPERTY PINS AND SECTION CORNERS) WHICH ARE DESTROYED DUE TO CARELESSNESS. CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST TWO DAYS IN ADVANCE OF NEED TO RELOCATE AND PRESERVE MONUMENTS DUE TO THE PROPOSED IMPROVEMENTS.</p> | |
| <p>F. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FEATURES ON SITE (SIGNS, DRIVES, CURBS, SIDEWALKS, PLANT MATERIAL, LIGHTS, BUILDING, ETC.) NOT DESIGNATED FOR DEMOLITION DURING CONSTRUCTION. PROTECT EXISTING DRIVEWAYS AND STREET SURFACING UNLESS SPECIFICALLY NOTED OTHERWISE. REMOVE AND REPLACE ANY DAMAGED SURFACING WITHOUT ADDITIONAL COMPENSATION. SAW-CUT AND REMOVE EXISTING PAVEMENT AS NECESSARY FOR DAMAGED PAVEMENT REPLACEMENT. PROVIDE AND MAINTAIN TEMPORARY GRANULAR SURFACING AS NECESSARY TO MAINTAIN ACCESS.</p> | <p>L. THE CONTRACTOR SHALL CONFINE ALL CONSTRUCTION ACTIVITIES TO THE CONSTRUCTION LIMITS SHOWN UNLESS OTHERWISE AUTHORIZED BY THE OWNER IN WRITING. CONTRACTOR TO COORDINATE SITE ACCESS, CONSTRUCTION STAGING, AND STORAGE OF MATERIALS AND EQUIPMENT ON THE PROJECT SITE WITH OWNER.</p> | <p>R. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.</p> <p>S. THE PARK WILL BE OPEN TO THE PUBLIC DURING CONSTRUCTION, UNLESS OTHERWISE DIRECTED BY OWNER. PROVIDE ORANGE CONSTRUCTION FENCE AND SIGNAGE AS NECESSARY. THE SAFETY OF THE PUBLIC SHOULD BE CONSIDERED AT ALL TIMES.</p> <p>T. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETED.</p> <p>U. LENGTH OF UTILITIES SHOWN ON THE PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE. BACKFILL WITH SUITABLE MATERIAL AND COMPACT AS SPECIFIED.</p> | |



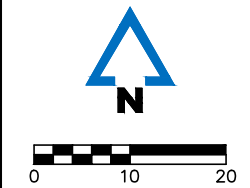
- GENERAL NOTES:**
- BASKETBALL COURT SHOWN AS 56' X 90' TO ACCOMMODATE A 50' X 84' PLAYING COURT SIZE.
 - PICKLEBALL COURT SHOWN AS 34' X 64' TO ACCOMMODATE A 20' X 44' PLAYING COURT SIZE.
 - COMBINED VOLLEYBALL AND SEPAK TAKRAW COURT SHOWN AS 36' X 66' TO ACCOMMODATE A VOLLEYBALL PLAYING COURT SIZE OF 30' X 60' AND SEPAK TAKRAW PLAYING COURT SIZE OF 20' X 44'.
 - REFER TO PLAN SHEET C.04 FOR JOINTING AND PAVEMENT MARKING DETAILS.

McCLURE
335 SE Orabator Rd
Ankeny, Iowa 50021
P 515-512-1361

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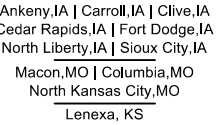
REVISIONS

PROJECT INFO
2023000568

ENGINEER: CDH, DRAWN BY: BAV, CHECKED BY: OFF

KIWANIS PARK IMPROVEMENTS
2206 S. 3RD AVENUE
MARSHALLTOWN, IOWA
SITE IMPROVEMENTS & GRADING PLAN
P:\2023000568\04-DRAWINGS\DWG\PLANS\C.02.DWG

DRAWING NO.
C.02



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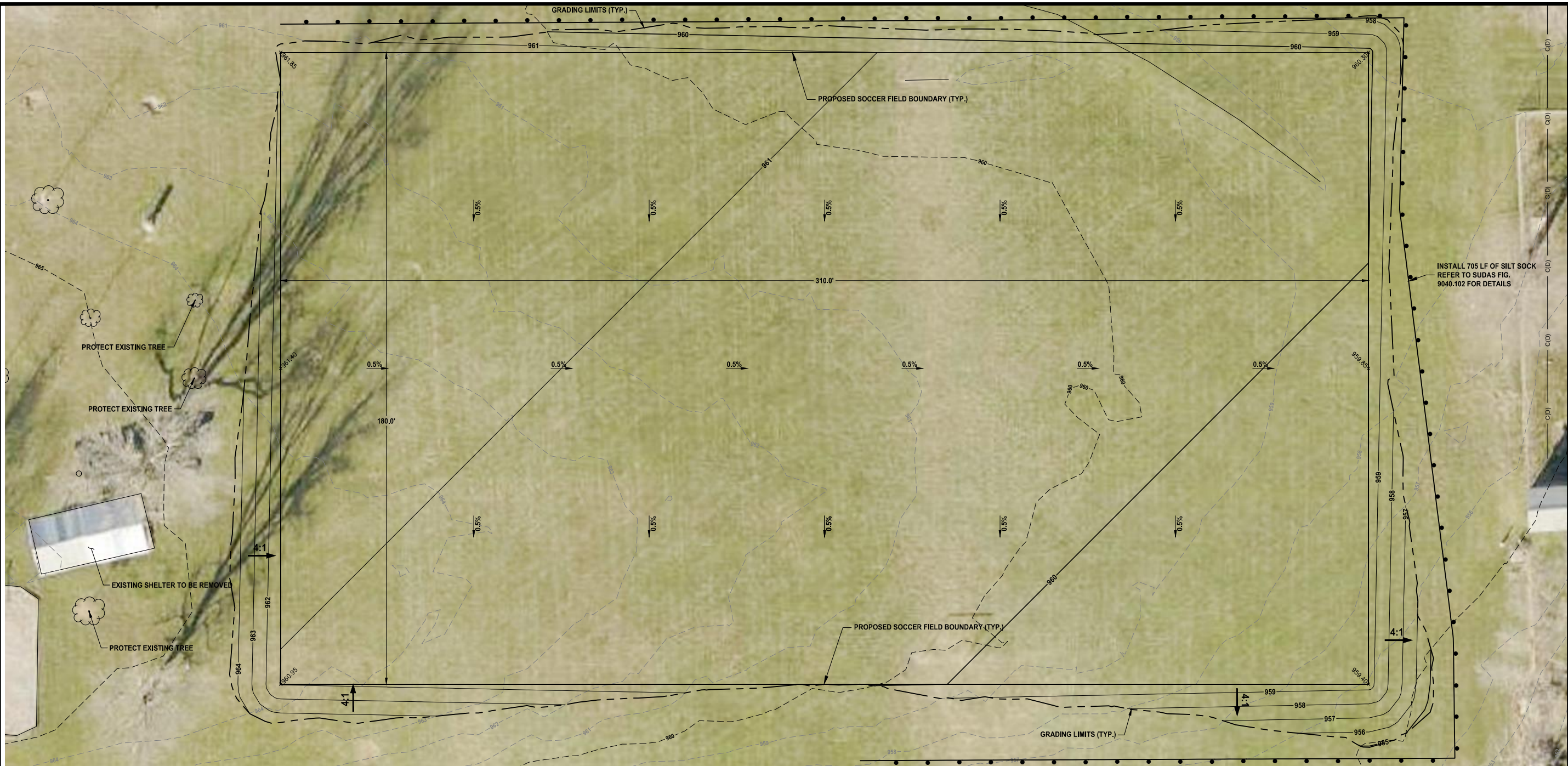
ENGINEER DRAWN BY CHECKED BY
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KIWANIS PARK IMPROVEMENTS
 2206 S. 3RD AVENUE
 MARSHALLTOWN, IOWA

Soccer Field Grading Plan

DRAWING NO.

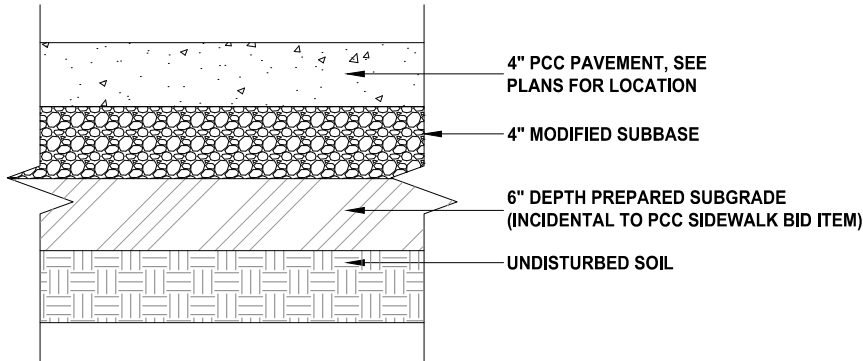
C.03



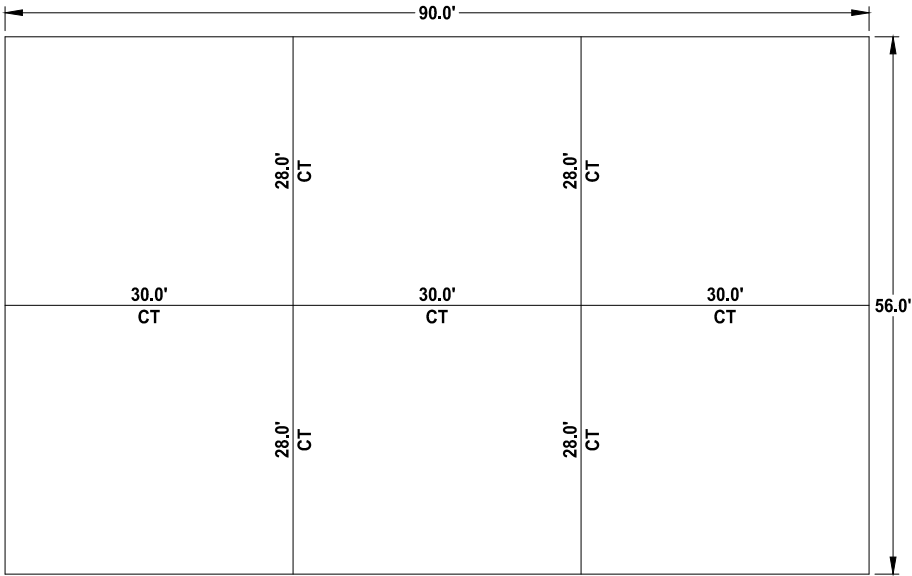
1. CONTRACTOR TO STRIP AND STOCKPILE 6" OF TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 4" DEPTH TO FINISH GRADE.
2. SEED ALL DISTURBED AREAS WITH TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX. SEED MIXTURE SHALL COMPLY WITH SECTION 9010.202.A OF SUDAS SPECIFICATIONS. PREPARE SEEDBED AND SEED AREA IN ACCORDANCE WITH SUDAS SPECIFICATIONS SECTIONS 9010.
3. INSTALL ALL FILTER SOCK IN ACCORDANCE WITH ACCORDANCE WITH SUDAS SPECIFICATIONS SECTION 9040. REFER TO SUDAS FIGURE 9040.102 FOR DETAILS.
4. ALL SPOT ELEVATIONS ARE TOP OF SLAB OR FINISH SURFACE UNLESS OTHERWISE NOTED.

A. POLLUTION PREVENTION AND EROSION PROTECTION

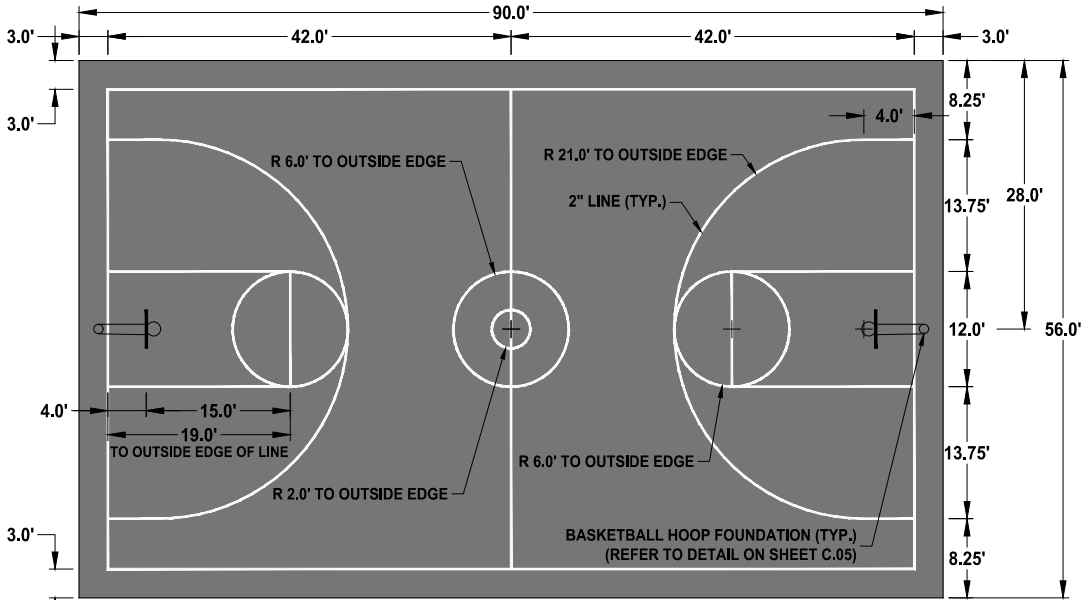
1. **CODE COMPLIANCE:** THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. **DAMAGE CLAIMS:** THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.



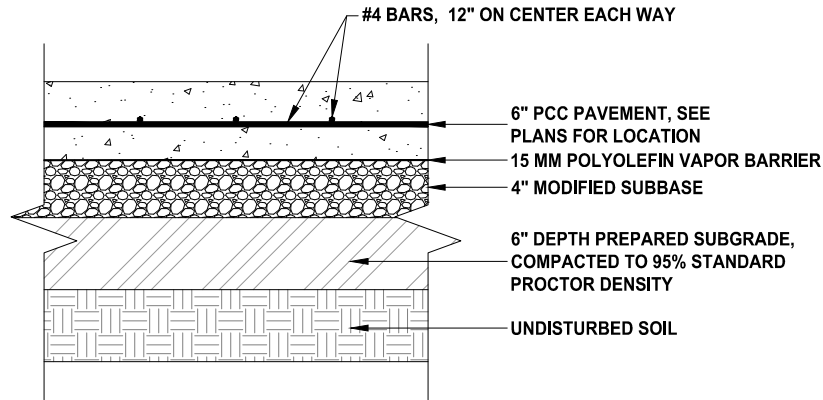
1
C.04 PCC SIDEWALK DETAIL
NOT TO SCALE



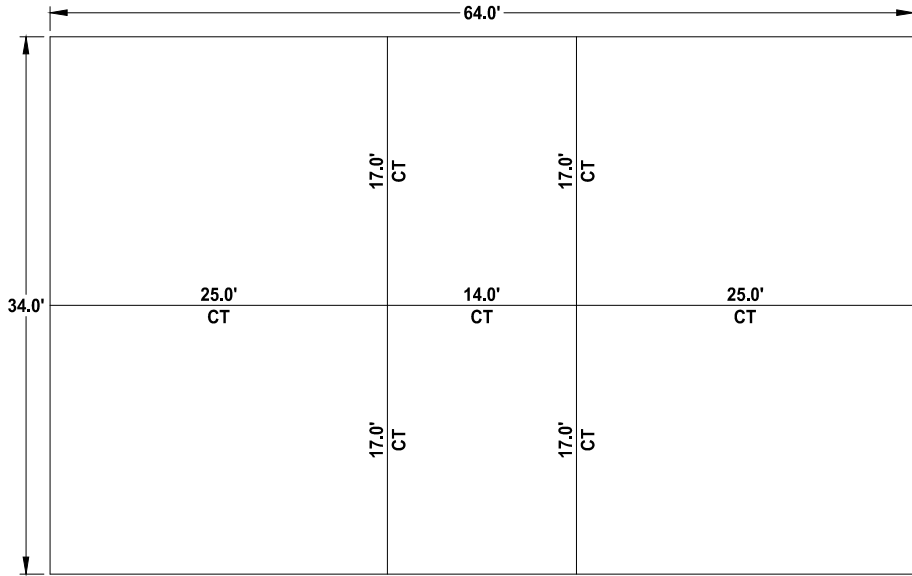
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C.04 TYPICAL REINFORCED CONCRETE BASKETBALL COURT JOINTING DETAILS
NOT TO SCALE



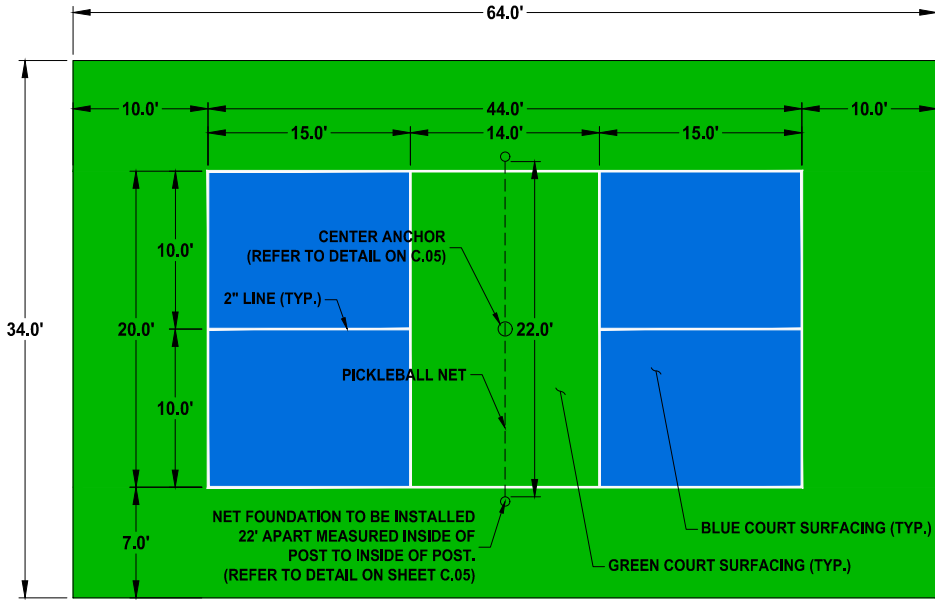
5
C.04 TYPICAL BASKETBALL COURT LAYOUT AND PAINTED LINES
NOT TO SCALE



2
C.04 REINFORCED BASKETBALL / PICKLEBALL COURT AND SHELTER PAD DETAIL
NOT TO SCALE



4
C.04 TYPICAL REINFORCED CONCRETE PICKLEBALL COURT JOINTING DETAILS
NOT TO SCALE



6
C.04 TYPICAL PICKLEBALL COURT LAYOUT, PAINTED LINES AND SURFACING
NOT TO SCALE



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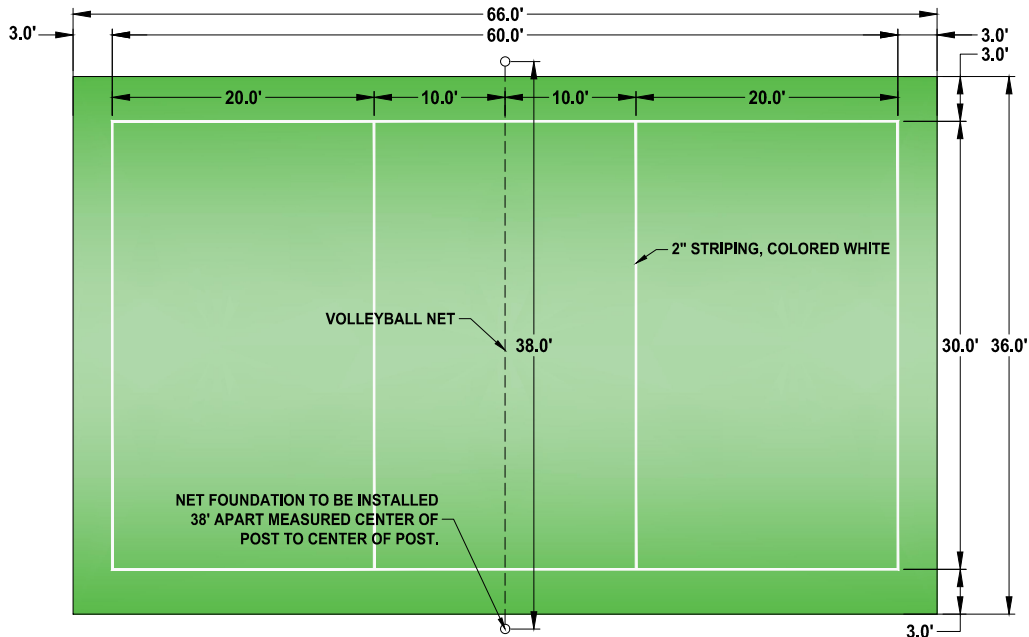
IOWA CERTIFICATE OF AUTHORITY NO. 26887

REVISIONS

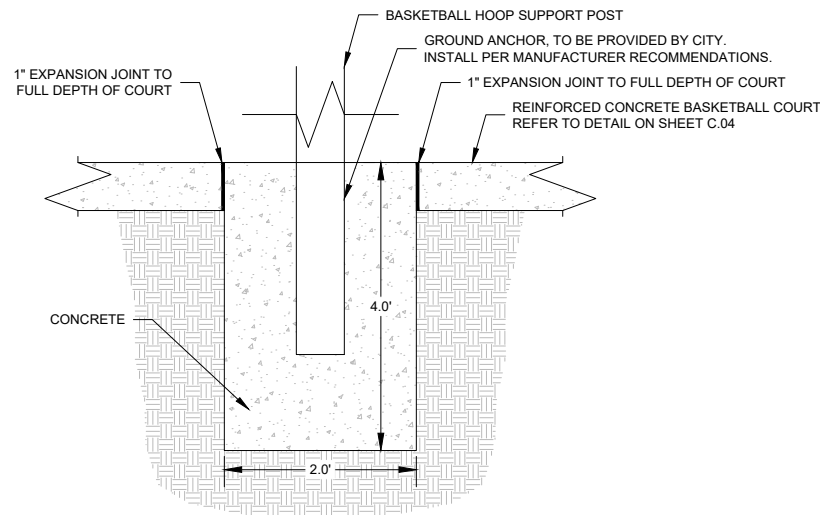
PROJECT INFO		
2023000568		
ENGINEER	DRAWN BY	CHECKED BY
CDH	BAV	CFF

KIWANIS PARK IMPROVEMENTS
2206 S. 3RD AVENUE
MARSHALLTOWN, IOWA

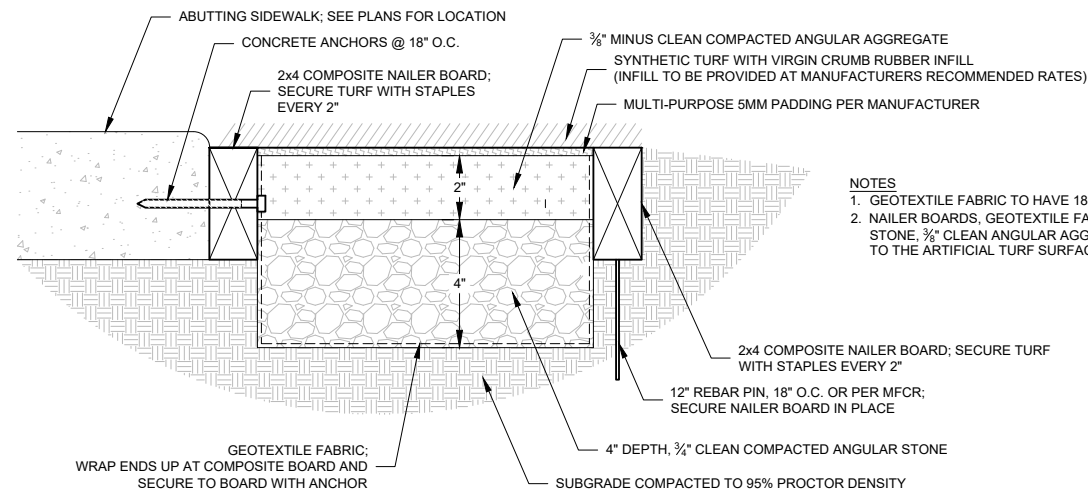
SITE DETAILS



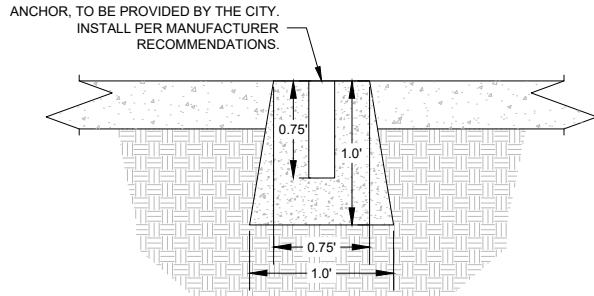
1
C.05
TYPICAL VOLLEYBALL COURT LAYOUT
NOT TO SCALE



4
C.05
BASKETBALL HOOP FOUNDATION DETAIL
NOT TO SCALE

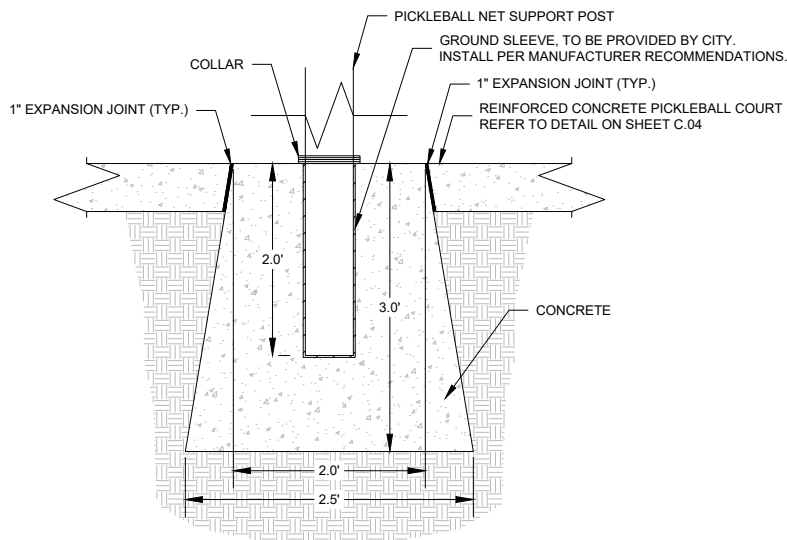


7
C.05
ARTIFICIAL TURF DETAIL
NOT TO SCALE

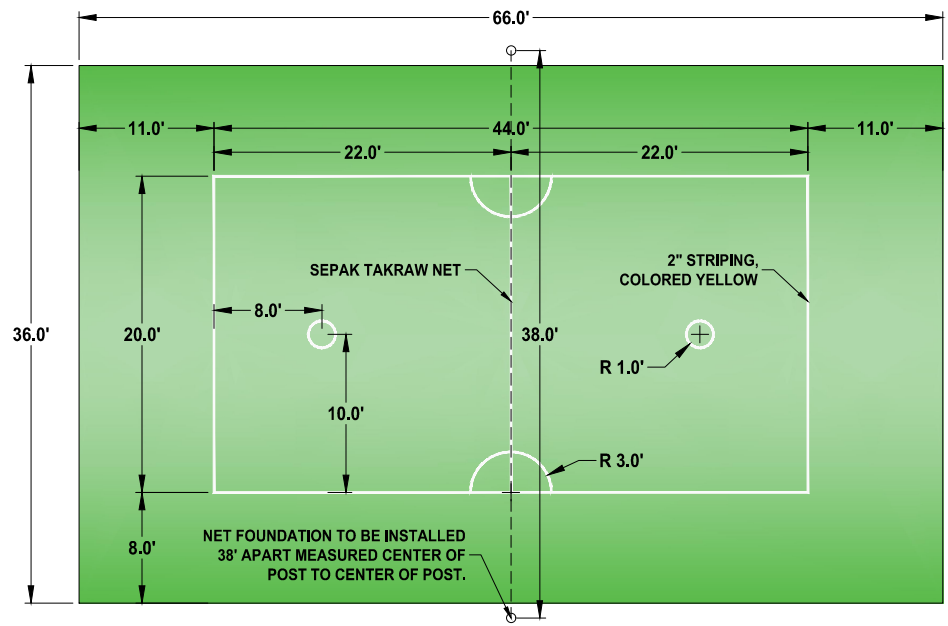


2
C.05
PICKLEBALL CENTER ANCHOR DETAIL
NOT TO SCALE

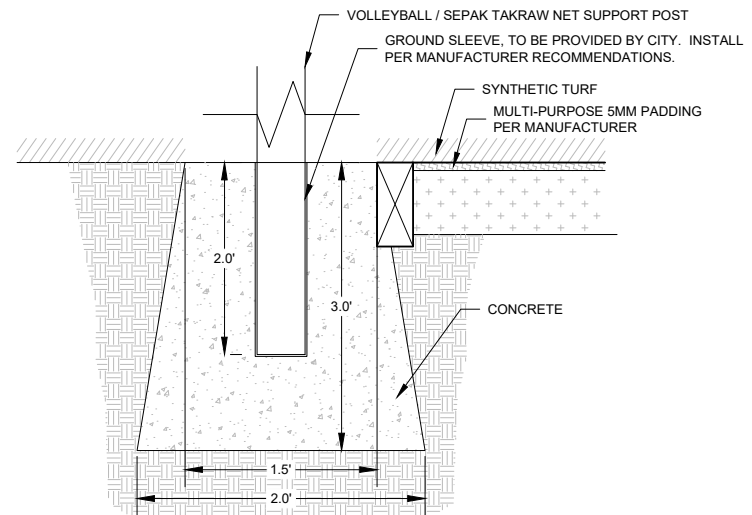
POST AND ANCHOR INSTALLATION:
1. WHEN INSTALLING POST, USE BOTTOM COLLAR TO ENSURE POST HEIGHT.
2. POSTS SHOULD BE SPACED 22' APART (MEASURED INSIDE-TO-INSIDE)
3. GROUND SLEEVE INSTALLATION - WHILE POURING THE CONCRETE HOLD THE GROUND SLEEVE IN PLACE, PLUGGED END DOWN. USE A PLUMB LINE TO SET THE SLEEVE POINTING STRAIGHT UP. SLEEVE SHOULD BE SET FLUSH WITH THE SURFACE. LET CONCRETE DRY. CAREFULLY SET THE POST IN GROUND SLEEVES.



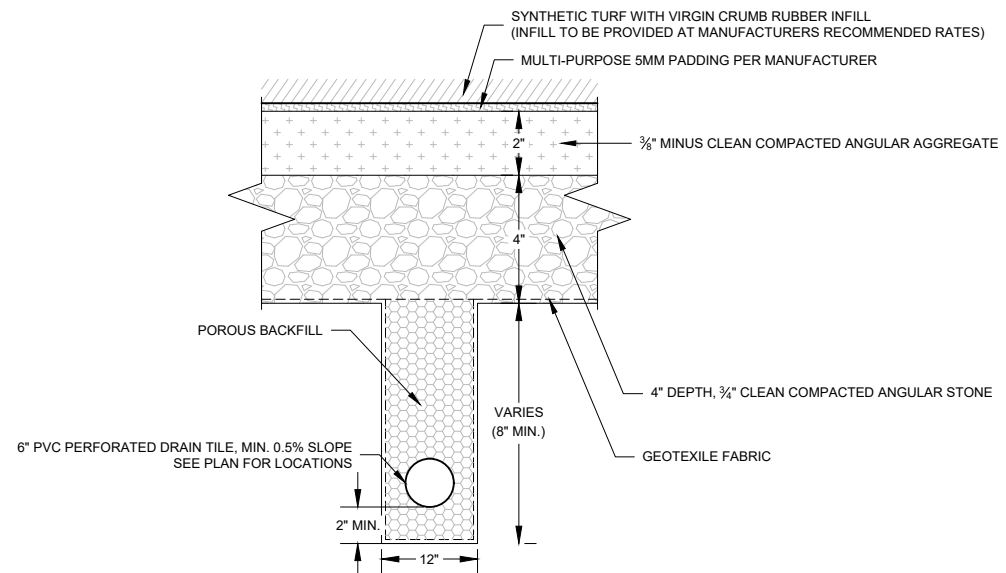
5
C.05
PICKLEBALL NET FOUNDATION DETAIL
NOT TO SCALE



3
C.05
TYPICAL SEPAK TAKRAW COURT LAYOUT
NOT TO SCALE



6
C.05
VOLLEYBALL / SEPAK TAKRAW NET FOUNDATION DETAIL
NOT TO SCALE



8
C.05
SUBDRAIN DETAIL
NOT TO SCALE

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IOWA CERTIFICATE OF
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REVISIONS

PROJECT INFO
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ENGINEER DRAWN BY CHECKED BY
CDH BAV CFF

KIWANIS PARK IMPROVEMENTS
2206 S. 3RD AVENUE
MARSHALLTOWN, IOWA

SITE DETAILS
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DRAWING NO.
C.05

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

JURISDICTION OF **CITY OF MARSHALLTOWN, IOWA** PUBLIC IMPROVEMENT PROJECT

KIWANIS PARK IMPROVEMENTS

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the City of Marshalltown, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 5:30 P.M. on August 28, 2023, in City Council Chambers, City Hall, 10 W State Street, Marshalltown, IA 50158 for the Kiwanis Park Improvements.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising each improvement as stated below must be filed before 10:00 A.M. according to the clock the office of City Clerk, on September 6, 2023, in the office of the City Clerk's Office, 24 N Center Street, Marshalltown, IA 50158. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at 10:00 A.M. on September 6, 2023, in the City Council Chambers, City Hall, 10 W State Street, Marshalltown, IA 50158 for consideration by the City of Marshalltown City Council at its meeting on September 11, 2023.

Commencement of Work

Work on the improvement shall be commenced immediately upon approval of the contract by the Council and be completed as stated below.

Contract Documents

An electronic version of the contract documents, bidding documents, and plans are available at no cost by clicking on the City's website at <https://www.marshalltown-ia.gov/Bids.aspx> and choosing Kiwanis Park Improvements.

Preference of Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

Kiwanis Park Improvements, located at 2206 S 3rd Avenue in Marshalltown, Iowa 50158. Proposed improvements include installation of reinforced concrete slabs, modified subbase, subgrade preparation, artificial turf, concrete footings, picnic shelter, sidewalk, grading, site restoration, and associated work.

Bid Security

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Marshalltown reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period. The bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

Performance, Payment, and Maintenance Bond

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Marshalltown and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Marshalltown from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the contract.

Title VI Compliance

The City of Marshalltown, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City

Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Marshalltown as per provisions in the Iowa Code.

Sales Tax Exemption

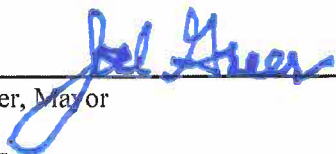
The City of Marshalltown will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

Contractor shall complete all project work no later than June 1, 2024. Should the contractor fail to complete the work in this timeframe, liquidated damages of Three Hundred Dollars (\$300.00) per calendar day will be assessed for work not completed within the designated contract term.

The City of Marshalltown does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the City of Marshalltown



Joel Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

Published in the Marshalltown Times Republican.

**RESOLUTION ORDERING CONSTRUCTION OF THE KIWANIS PARK
IMPROVEMENT PROJECT #PRK22003, 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 Kiwanis Park Improvement Project, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No PRK22003, 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 Kiwanis Park Improvement Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK22003, 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.

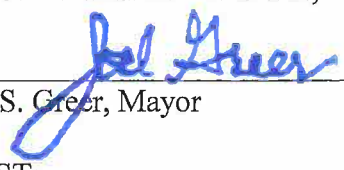
Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a Kiwanis Park Improvement 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 August 28, 2023, 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. Staff 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 A.M., local time, on August 23, 2023. The bids will be opened, read, and tabulated by the Park & Recreation Director 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 P.M., local time, on August 28, 2023, 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 24th day of July 2023, and signed this 25th day of July 2023.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

NOTICE OF PUBLIC HEARING
WILLARD BUILDING CDBG STATUS OF FUNDED ACTIVITIES

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the status of the Community Development Block Grant (CDBG) for the Willard Building Upper-Story Housing Conversion Project at 5:30 pm on August 28th, 2023, at Marshalltown City Hall, 10 W State Street, Marshalltown, IA 50158. At the hearing the following information will be covered: general accomplishments, expenditures, and remaining work to be completed. The project is being funded in part through a CDBG grant provided by the Iowa Economic Development Authority. If you have any questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, please contact 641-754-5760. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting.

Alicia Hunter
City Clerk of Marshalltown.

MARSHALLTOWN

I O W A

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Alicia Hunter, City Clerk
DATE: 08/09/23
RE: Set Public Hearing on Status of Funded Activities – Willards Building

Policy Issue: Council ordering a Public Hearing.

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Objective 1: Support the Marshalltown Central Business District and development in Downtown.

Recommendation: Staff is recommending the ordering of a public hearing at the August 28th meeting for the status of funding update for the Iowa Economic Development Authority Community Development Block Grant Housing Upper Story Conversion Project for the Willards Building. Region 6 will be present at the August 28, 2023 to provide the status of funding report during the public hearing.

Budget Impact: none

Description/Background: The public hearing is a requirement of the grant application and final funding.

Attachments: Notice of Public Hearing for CDBG Status of Funded Activities

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION SETTING A PUBLIC HEARING FOR THE STATUS OF FUNDING
UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) HOUSING UPPER STORY CONVERSION
PROJECT FOR WILLARDS BUILDING**

WHEREAS the City of Marshalltown was awarded an Iowa Economic Development Authority "IEDA" CDBG Housing Upper Story Conversion Project for the Willards Building; and

WHEREAS the City is working with Region 6 Resource Partners on the administration of this grant; and

WHEREAS, a public hearing is required to be held to provide the public with a status of funding update on the project and is proposed for August 28, 2023, at 5:30 pm; and

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

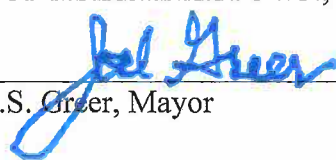
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Council will meet at 5:30 pm in the council chambers in the City Hall, Marshalltown, Iowa, on the 28th day of August 2023, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the status of funding update on the Housing Upper Story Conversion Project for the Willards Building.

Section 2. The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for the public hearing

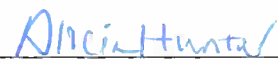
Passed this 14th day of August 2023 and signed this 15th day of August 2023.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

ORDINANCE 15071

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003: BUILDING CODE AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003: BUILDING CODE WHICH ADOPTS BY REFERENCE THE 2021 INTERNATIONAL BUILDING CODE, 2021 INTERNATIONAL RESIDENTIAL CODE, 2021 INTERNATIONAL EXISTING BUILDING CODE, 2021 INTERNATIONAL MECHANICAL CODE, 2012 INTERNATIONAL ENERGY CONSERVATION CODE, 2021 UNIFORM PLUMBING CODE AS ADOPTED BY THE STATE OF IOWA, AND THE 2020 NATIONAL ELECTRICAL CODE AS CURRENTLY USED BY THE STATE OF IOWA, AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CHAPTERS 54 AND NFPA 58 WITH CERTAIN AMENDMENTS

WHEREAS, the City of Marshalltown Housing Department reviews building code regulations as necessary and recommends approval of the 2021 Edition of the International Codes, specifically the International Building Code (IBC), the International Residential Code (IRC), the International Mechanical Code (IMC), the International Existing Building Code (IEBC), and the 2012 Edition of the International Energy Conservation Code (IECC), as published by the International Code Council, INC. in cooperation with the International Conference of Building Officials of Whittier, California. Additionally, the 2020 Edition National Electric Code, as adopted by the State of Iowa, the 2021 Edition Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials of Ontario, California, and the National Fire Protection Association (NFPA) Chapters 54 and 58, as published by the National Fire Protection Association, Quincy, Massachusetts. The provisions of said building code shall be controlling for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, including installation of mobile, manufactured and modular homes; to provide for the issuance of permits and collection of fees; and to provide penalties for violations.

WHEREAS, recommendations have been presented to the City Council to repeal the current Chapter 151, Sections 151.001 through 151.003: Building Code, consisting of the International Building Code (IBC), 2015 Edition as amended, and enacting and adopting a new Chapter 151, Sections 151.001 through 151.003 in lieu thereof entitled Building Code, being this ordinance hereafter set out, which adopts by reference with certain amendments, the 2021 Edition of the International Codes, specifically the International Building Code (IBC), the International Residential Code (IRC), the International Mechanical Code (IMC), the International Existing Building Code (IEBC), and the 2012 Edition of the International Energy Conservation Code (IECC), as published by the International Code Council, Inc., the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, the 2020 Edition of the National Electric Code, as adopted by the State of Iowa, and the National Fire Protection Association (NFPA) Chapters 54 and 58, as published by the National Fire Protection Association, regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of

buildings and structures, including installation of mobile, manufactured and modular homes; to provide for the issuance of permits and collection of fees; and to provide penalties for violations.

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 151: Building Regulations; Construction of the City of Marshalltown.

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

Section I. Chapter 151 of the Code of Ordinances, City of Marshalltown, Iowa, is amended by striking Sections 151.001 through 151.003 inserting in lieu thereof the following:

Sec. 151.001. Adoption of Building Code.

Unless specifically provided for in other codes or city ordinances, the 2021 Edition of the International Codes, specifically the International Building Code (IBC), the International Residential Code (IRC), the International Mechanical Code (IMC), the International Existing Building Code (IEBC), and the 2012 Edition of the International Energy Conservation Code (IECC), as published by the International Code Council, Inc., the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, the 2020 Edition of the National Electric Code, as adopted by the State of Iowa, and the National Fire Protection Association (NFPA) Chapters 54 and 58, as published by the National Fire Protection Association, and except as modified as to portions thereof as are deleted, substituted, redefined, or inserted in this article, is adopted by reference, is on file with the City Clerk and is fully incorporated as the Building Code of Marshalltown. The provisions of said Building Code shall be controlling for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, including installation of mobile, manufactured and modular homes; to provide for the issuance of permits and collection of fees; and to provide penalties for violations.

Sec. 151.002. Amendments, definitions, substitutions, modifications, additions, or deletions to the Building Code.

The following amendments, definitions, substitutions, modifications, additions, or deletions to the International Building Code (IBC), 2021 Edition are made.

(A) Section 101.1 Title is amended to read as follows:

These regulations shall be known as the Building Code of the City of Marshalltown, hereinafter referred to as “this code”. Any reference to a Section number shall mean to this code unless stated otherwise.

(B) Section 104.2 Applications and permits is amended to read as follows:

The Building Official shall receive applications, review construction documents and issue permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this code.

(1) To obtain a permit the applicant shall first file:

- (a) For the contractors required to register with the State of Iowa as a construction contractor, proof of registration must be presented to the Building Official or specified intergovernmental agency, if so designated by the Building Official.
 - (b) All contractors requesting a building permit shall execute and file with the Marshalltown Building Official or specified intergovernmental agency if so designated by the Building Official, a certificate of insurance written by a company authorized to transact business in the State of Iowa. Limits shall not be less than \$500,000 in personal injury or death and \$100,000.00 in property damage.
 - (c) Certificate shall be written on a standard form and carrying an endorsement naming the City of Marshalltown, Iowa, and its employees, or specified intergovernmental agency, if so designated by the Building Official, as additional insured, as its interest may appear and conditioned upon faithful performance of all duties required of such contractor by any ordinances, rules, and regulations of the City. It shall be further a condition of said certificate of insurance, that the obligator will hold the City, or specified intergovernmental agency, if so designated by the Building Official, harmless from any and all damages sustained by reason of neglect or incompetence on the part of such contractor, his/her agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate.
 - (d) The certificate of insurance shall be issued by December 31st of each year and shall be refilled on or before said date each subsequent year and shall be continuous full force and effect. It is the intent and purpose of said certificate of insurance to also bind the individuals, company, firm, association, or partnership, whether it is trade name, corporation, or other business association or arrangement with which the principal is associated.
 - (e) Homeowners working in their own principal residence shall be exempt from filing said certificate.
- (2) Where a person desires to remodel or repair any residential building or structure of which they are the owner or owner of record:
- (a) Such work may be done by a member of the household, without requiring the certificate of insurance otherwise required by this section.
 - (b) Required permits shall be necessary for all remodel or repair work.
 - (c) No owner or owner of record shall replace, remodel, or repair any electrical or heating on any property that they are not the owner/occupant.
 - (d) Plumbing in any building is required to be performed by a licensed plumbing contractor, licensed with the City of Marshalltown.
- (C) Section 105.2 Work exempt from permits is amended to read as follows:
Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:
Building:
- (1) One-story detached accessory structures provided that the floor area does not exceed 120 square feet; however, site approval shall be obtained from the zoning department.
 - (2) Fences not over 6 feet (1829 mm) high.
 - (3) Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below, and not part of any accessory route.

- (4) Prefabricated swimming pools that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L), and are installed entirely above ground.
- (5) Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.
- (6) Temporary motion picture, television, and theater stage sets and scenery.
- (7) Swings and other playground equipment accessory to detached one-and-two-family dwellings.

(D) Section 105.6.1 Revocation of permit is added to read:

It shall be the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.

(E) Section 109.2 Schedule of permit fees is amended to read as follows:

Where a permit is required, a fee for each permit shall be paid as required, in accordance with the City of Marshalltown Fee Schedule as adopted.

(F) Section 109.3 Building permit valuations is amended to read as follows:

The applicant for a permit shall provide an estimated permit value at time of application. The building valuation will be derived from the construction costs for the total work submitted by the contractor or the most current building valuation data schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official in an effort to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.

(G) Section 109.4 Work commencing before permit issuance: is amended to read as follows:

Any person who commences work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permit shall be subject to an investigation fee equal to the amount of the permit fee. The fee shall be collected whether or not a permit is issued.

(H) Section 109.6 Refunds is amended to read as follows:

The Building Official may authorize the refunding of any fee paid hereunder, which is erroneously paid or collected. The Building Code Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee, within one hundred eighty (180) days from the date of the fee payment.

(I) Section 113.3 Qualifications is amended to read as follows:

The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction. The Board shall be appointed by the Mayor, subject to approval by the City Council. The Board shall render a decision within thirty days from the time the matter is submitted to it and shall render their decision in writing to the Building Official with a duplicate copy to the appellant. The terms of each member shall be five years provided, however, that the original appointments to the Board shall be as follows:

- (1) One (1) member appointed for an initial one (1) year term.
- (2) One (1) member appointed for an initial two (2) year term.
- (3) One (1) member appointed for an initial three (3) year term.
- (4) One (1) member appointed for an initial four (4) year term.
- (5) One (1) member appointed for an initial five (5) year term.

The existing Board shall continue under current appointments.

(J) Section 116 Unsafe Structures and Equipment is deleted in its entirety.
Refer to Chapter 151, Building Regulations; Dangerous Buildings of the City of Marshalltown Code of Ordinances.

(K) Section 308.5.4 Five or fewer persons receiving care in a dwelling unit is amended to read as follows:

Section 308.5.4 Eight or fewer persons receiving care in a dwelling unit.

A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code (IRC).

Exception:

Daycare facilities that provide custodial care for 16 or fewer persons for less than 24 hours per day in a single-family dwelling, and where registered with the State of Iowa Department of Human Services as a child development home are permitted to comply with the International Residential Code (IRC).

(L) Section 310.4.1 Care facilities within a dwelling is amended to read as follows:
Care facilities within a dwelling shall adhere to Section 308.5.4.

(M) Section 423.5 Group E occupancy is amended to read as follows:

In areas where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 and 8 of ICC 500.

Exceptions:

- (1) Group E day care facilities.
- (2) Group E occupancies accessory to place of religious worship.
- (3) Buildings meeting the requirements for shelter design in ICC 500.
- (4) Accessory structures to existing Group E sites where the occupancy classification of said structures are classified as Groups A-5 and U.

(N) Section 423.5.1 Required occupant load is amended to read as follows:

The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

- (1) The total occupant load of the classrooms, vocational rooms, and offices in the Group E occupancy.
- (2) The occupant load of any indoor assembly space is associated with the Group E occupancy.

Exceptions:

- (1) Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.
- (2) Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

(O) Section 423.5.2 Location is amended to read as follows:

Storm shelters shall be located within buildings they serve, or shall be located where the maximum distance of travel from not fewer than one (1) exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet. The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exception:

Existing schools undergoing alterations, additions, or construction of new accessory buildings.

(P) Section 502.1 Address identification is amended to read as follows:

New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the fire code official, address numbers shall be provided in greater dimensions or additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and minimum stroke width as dictated by Table 502.1. where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

(Q) Table 502.1 Minimum height and stroke width is amended to read as follows:

Distance from the centerline of the public way (ft)	Minimum Height (in)	Minimum Stroke Width (in)
Less than 100	4	$\frac{1}{2}$
100 – 199	6	$\frac{3}{4}$
200 – 299	8	1
For each additional 100	Increase 2	Increase $\frac{1}{2}$

- a) Exterior suite identification, minimum height shall be 4 inches and stroke width $\frac{1}{2}$ inch.
- b) Interior suite identification, minimum height shall be 2 inches and stroke width shall be $\frac{1}{4}$ inch.

(R) Section 716.2.6.1 Fire door hardware and closures is amended to read as follows:

Fire doors shall be latching and self or automatic-closing in accordance with this section. UL-listed hinges may only be installed on the dwelling room entry door.

Exceptions:

- (1) Fire doors located in common walls separating sleeping units in Group R-1 shall be permitted without automatic- or self-closing devices.
- (2) The elevator car doors and the associated hoistway enclosure doors at the floor level
- (3) designated for recall in accordance with Section 3003.2 shall be permitted to remain open during Phase I emergency recall operation.

(S) Section 902.1.1.1 Fire sprinkler riser room is added:

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire sprinkler riser room.

(T) Section 902.1.5 Temperature sensor is added:

A low temperature sensor shall be provided in the fire sprinkler riser room. The low temperature sensor shall be monitored to prevent freezing.

(U) Section 903.2.8.5 Group R one – and two-family dwellings is added as follows:

An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exceptions:

- (1) An automatic fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
- (2) One- and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other enclosed areas.

(V) Section 903.2.11.1.3 Basements is amended to read as follows:

Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

(W) Section 903.3.1.2 NFPA 13R sprinkler systems is amended to read as follows:

Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meet all of the following conditions:

- (1) Four stories or fewer above grade plane.
- (2) The floor level of the highest story is 35 feet (10 668 mm) or less above the lowest level of fire department vehicle access.
- (3) The floor level of the lowest story is 35 feet (10 668 mm) or less below the lowest level of fire department vehicle access.

(X) Section 903.4.2 Alarms is amended to read as follows:

An approved weatherproof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic fire sprinkler system. Such sprinkler water-flow alarm

devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

(Y) Section 915.1 Carbon monoxide general is amended to read as follows:

Carbon monoxide detection shall be installed in new buildings in accordance with Sections 915.1.1 through 915.6. Carbon monoxide detection shall be installed in existing buildings in accordance with Chapter 11 of the IFC and Iowa Administrative Code 661-211.

(Z) Section 1008.3.3 Rooms and Spaces is amended to read as follows:

In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

- (1) Electrical equipment rooms.
- (2) Fire command centers.
- (3) Fire pump rooms.
- (4) Generator rooms.
- (5) Public restrooms with an area greater than 400 square feet.
- (6) Meeting and conference rooms with an area greater than 400 square feet.
- (7) Classrooms in a Group E occupancy with an area greater than 400 square feet.

(AA) Section 1009.2 Continuity and components is amended to read as follows:

Each required accessible means of egress shall be continuous to a public way and shall consist of one or more of the following components:

- (1) Accessible routes comply with Section 1104.
- (2) Interior exit stairways comply with Sections 1009.3 and 1023.
- (3) Exit access stairways complying with Sections 1009.3 and 1019.3 or 1019.4.
- (4) Exterior exit stairways comply with Sections 1009.3 and 1027 and serving levels other than the level of exit discharge.
- (5) Elevators complying with Section 1009.4
- (6) Platform lifts comply with Section 1009.5.
- (7) Horizontal exits comply with Section 1026.
- (8) Ramps complying with Section 1012.
- (9) Areas of refuge complying with Section 1009.6.
- (10) Exterior areas for assisted rescue comply with Section 1009.7 serving exits at the level of exit discharge.
- (11) Components of exterior surfaces shall be concrete, asphalt, or other approved hard surfaces.

(BB) Section 1010.1.6.1 Landings is added:

For landings required by Section 1010.1.5 to be at the same elevation on each side of the door, exterior landings at doors shall be provided with frost protection.

(CC) Section 1010.2.2 Hardware is amended to read as follows:

Door handles, pulls, latches, locks, and other operating devices on doors required by Chapter 11 shall not require tight grasping, tight pinching, or twisting of the wrist to operate. Thumb turn locks shall not be allowed.

(DD) Section 1013.1.1 Additional exit signs is added:

Exit signs may be required at the discretion of the Administrative Official to clarify an exit or exit access.

(EE) Sections 1013.5, 1013.6, 1013.6.1, 1013.6.2, and 1013.6.3 are deleted.

(FF) Section 1028.5.1 Components of exterior walking surfaces is added:

Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surfaces.

(GG) Section 1301.1 Scope is amended to read as follows:

The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be prescribed in Chapter 1 of the current State adoption of the IECC and these regulations shall be known as the City of Marshalltown Energy Code.

(HH) Section 1608.2 Ground snow loads is amended to read as follows:

For the purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

(II) Section 1609.1.1 Determination of wind loads is amended to read as follows:

For the purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table 1609.3 (1) shall be used.

(JJ) Section 1807.1 Foundation retaining walls for Group R occupancies is amended to read as follows:

Foundation walls shall be designed and constructed in accordance with Sections 1807.1.1 through 1807.1.6. Foundation walls shall be supported by foundations designed in accordance with Section 1808.

(1) Scope: Notwithstanding other design requirements of Chapters 18, 19, and 21 of the IBC, foundation retaining walls for Group R occupancies of Type V construction may be constructed in accordance with this section, provided that the use or building site conditions affecting such walls are within the limitations specified in this section.

(2) Specifications. General specifications for such foundation retaining walls shall be as follows:

Table 1801.7 – Foundation Walls for Conventional Light Frame Construction

Height of Foundation Wall (Net measured from Top of basement slab to top of foundation wall)*		Thickness of Foundation Walls Unit		Reinforcement type and placement within foundation wall	Reinforcement type and placement within foundation wall** (maximum 12' span between corners and	Type of Mortar
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 ½"	8"	½" horizontal bars, placement in the middle, and near the top & bottom – Y2" bars @ 6' max vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S grout & mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC	½" bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter 18 IBC	5/8" bars 2' o.c. horizontally & 30" vertically o.c.	See Chapter 18 IBC	Same as above
- Concrete floor slabs to be nominal 4". If such floor slab is not provided prior to backfill, provide 1.) 36" embedded in the footing at maximum 7' o.c. spacing and/or; 2.) Full depth nominal 2" depth x 4" width keyway in footing. - All reinforcement bars shall meet ASTM A6175 grade 40 minimum and deformed. Placement of the center of wall and meet the provisions of Chapters 18, 19, and 20 of the IBC.						
NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs. at 30 days. Footings shall reinforcement of minimum of 2 – ½" diameter rebar throughout. Placement of reinforcement and requirements of Chapter 19 of the IBC.						
NOTE: Material used for backfilling shall be carefully placed granular soil of average or high drained with approved drainage system as prescribed in Section 1805.4 of the IBC containing a high percentage of clay, fine silt, or similar materials of low permeability or expansive soils where backfilled materials are not drained or an unusually high surcharge is to be placed adjacent to the designed wall shall be required.						
NOTE: Foundation plate of sill anchorage shall be installed in accordance with the respective codes as applicable.						

(KK) Section 1809 – Table 1809.7 Foundation for stud bearing walls is amended to read as follows:

Number of Stories	Thickness of Foundation Walls Unit		Minimum width of footing (inches)	Thickness of footing (inches)	Minimum depth of foundation below natural surface of ground & finish grade (inches)
	Concrete	Masonry			
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

(LL) Chapters 27, 28, and 29 are deleted in their entirety.

Sec. 151.002. Amendments, Modifications, Additions, and Deletions to the International Residential Code (IRC), 2021 Edition.

(A) Section R101.1 Title is amended to read as follows:

These provisions shall be known as the Residential Code for One- and Two-family dwellings of the City of Marshalltown, and shall be cited as such and will be referred to herein as “this code”.

(B) Section R105.2 Work exempt from permit is amended to read as follows:

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

- (1) One-story detached accessory structures provided that the floor area does not exceed 120 square feet; however, site plan approval shall be obtained from the zoning department.
- (2) Fences not over 6 feet (1829 mm) tall.
- (3) Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.
- (4) Sidewalks shall be permitted and installed in accordance with approved site plans for individual lot development.
- (5) Swings and other playground equipment.
- (6) Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, and are not attached to a dwelling and do not serve the exit door required by Section R311.4.

(C) Section R105.6.1 Revocation of Permit is added to read as follows:

It shall be the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.

(D) Section R108.2 Schedule of permit fees is amended to read as follows:

Where a permit is required, a fee for each permit shall be paid as required, in accordance with the City of Marshalltown Fee Schedule as adopted.

(E) Section R108.3 Building permit valuations is amended to read as follows:

The applicant for a permit shall provide an estimated permit value at time of application. The building valuation will be derived from the construction costs for the total work submitted by the contractor or the most current building valuation data schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official in an effort to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.

The method for determining the value of the additional listed residential items will be as follows:
The square foot of the listed structure, times the dwelling – Type V – Wood Frame value, times the multiplier assigned to each listed item.

- (1) Open decks – 8%
- (2) Above-ground pools – 8%
- (3) Screened porches – 15%
- (4) In-ground pools – 17%
- (5) 3 season porches – 50%
- (6) Detached garages – 50%
- (7) Remodel/Renovation – 30%
- (8) Post frame buildings – 50%

(F) Section R108.5 Fee refunds is amended to read as follows:

The administrative official may authorize refunding of any fee hereunder which was erroneously paid or collected.

The administrative official may authorize refunding of not more than 80 percent of the plan review fee paid when no work has been done under a permit issued in accordance with this code.

The administrative official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The administrative official shall not authorize refunding of any fee except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(G) Section R110.1 Use and change of occupancy is amended to read as follows:

A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. On all new construction, all necessary walks, drives, and approaches, and all seeding and sodding are to be installed before a final certificate of occupancy is issued.

Exceptions:

- (1) Certificates of occupancy are not required for work exempt from permits under Section R105.2.
- (2) Accessory buildings or structures.

(H) Table R301.2 Climatic and geographic design criteria is amended to read as follows:

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
30	Speed MPH	Topographic Effects	Special Wind Region	Windborne Debris Zone	A	Weathering	Frost Depth	Termite	0	Yes	Dec. 2007	2000	48.6
						Severe	42	Moderate					
	115	No	No	No									

(I) Section R301.2.1.3 Wind speed conversion is amended to read as follows:

Where referenced documents are based on nominal design wind speeds and do not provide the means for conversion between ultimate design wind speeds and nominal design wind speeds, the ultimate design wind speeds, V_{ult} , of Figure R301.1 (2) shall be converted to nominal design wind speeds, V_{asd} , using Table R301.2.1.3. For purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table R301.2 (1) shall be used.

(J) Section R301.2.3 Snow loads is amended to read as follows:

Wood-framed construction, cold-formed, steel-framed construction and masonry and concrete construction, and structural insulated panel construction in regions with ground snow loads 70 pounds per square foot (3.35 kPa) or less, shall be in accordance with Chapters 5, 6, and 8. Buildings in regions ground snow loads greater than 70 pounds per square foot (3.35 kPa) shall be designed in accordance with accepted engineering practice.

For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

(K) Section R302.3 Two-family dwellings is amended to read as follows:

For the purposes of fire-resistive separation, two-family dwelling units shall be considered as townhouses and shall be constructed in accordance with Section R302.

(L) Table R302.6 Dwelling-Garage separation is amended to read as follows:

Table R302.6 Dwelling – Garage Separation

Separation	Material
From the residence and attics	Not less than 5/8" gypsum board or equivalent applied to Garage side
From habitable rooms above the garage and structure(s) Supporting floor/ceiling assemblies used for separation Required by this section	Not less than 5/8" gypsum board or equivalent
Garages located less than 5 feet from a dwelling unit on the Same lot	Not less than 5/8" gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

(M) Section 302.13 Fire protection of floors is deleted.

(N) Section R305.1.1 Basements is amended to read as follows:

Portions of basements that do not contain habitable space or hallways shall have a ceiling height of not less than 6 feet 8 inches (2032 mm).

Exception:

Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

(O) Section R310.2.3 Maximum height from floor is amended to read as follows:

Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) above the floor.

Exception:

A landing may be provided to meet the maximum sill height of 44 inches above the floor or landing provided. The landing shall not be less than 36 inches wide, not less than 12 inches out from the exterior wall, and not more than 24 inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

(P) Section R310.6 Dwelling additions is amended to read as follows:

Where dwelling additions contain sleeping rooms, an emergency escape and rescue opening shall be provided in each new sleeping room. Where dwelling additions have basements, an emergency escape and rescue opening shall be provided in the new basement.

Exception:

New habitable spaces created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

(Q) Section R311.3.2 Floor elevations at other exterior doors is amended to read as follows:

Doors other than the required egress door shall be provided with landings or floors not more than 7 ¾ inches (196 mm) below the top of the threshold.

Exception:

A top landing is not required where a stairway of not more than four rises is located on the exterior side of a door, provided the door does not swing over the stairway.

(R) Section 311.7.5.1 Risers is amended to read as follows:

The riser height shall not be more than 7 ¾ inches (196 mm). The riser height shall be measured vertically between the leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. At open risers, openings located more than 30 inches (762 mm), as measured vertically, to the floor or grade below shall not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exceptions:

- (1) The opening between adjacent treads is not limited on spiral stairways.
- (2) The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.
- (3) The dimensions of the top and bottom riser of a stair may vary up to 1 inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed 7 ¾ inches (196 mm).

(S) Section R311.7.8.4 Continuity is amended to read as follows:

Handrails shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned toward a wall, guard walking surface continuous to itself, or terminates to a post.

Exceptions:

- (1) Handrail continuity shall be permitted to be interrupted by a newel post at a turn in a flight with winders, at a landing, or over the lowest tread.
- (2) A volute, turnout, or starting easing shall be allowed to terminate over the lowest tread and over the top landing.

- (3) Handrails within a dwelling unit or serving an individual dwelling unit shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

(T) Section R313.1 Townhouse automatic fire sprinkler systems is amended to read as follows:
An automatic fire residential fire sprinkler system shall be installed in townhouses.

Exceptions:

- (1) An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.
- (2) Townhouse structures where the conditioned square footage of the entire building is less than 18,000 square feet. For purposes of this section, conditioned space shall be defined as space that can be occupied but shall not include garages or attics.
- (3) Townhouse structures that contain eight (8) or less dwelling units.

(U) Section R313.2 One and two-family dwelling automatic fire sprinkler systems is amended to read as follows:

An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

- (1) An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not provided with an automatic residential fire sprinkler system.
- (2) One and two-family dwellings containing less than 8,000 square feet of floor space, excluding attached garages and other unenclosed areas.

(V) Section R317.1 Location required is amended to read as follows:

Protection of wood and wood-based products from decay shall be provided in the following locations by the use of naturally durable wood or wood that is preservative treated in accordance with AWP A U1.

- (1) In crawl spaces or unexcavated areas located within the periphery of the building foundation, wood joists or the bottom of a wood structural floor were closer than 18 inches (457 mm) to exposed ground, wood girders were closer than 12 inches (305 mm) to exposed ground, and wood columns where closer than 8 inches (204 mm) to exposed ground.
- (2) Wood framing members, including columns, that are in directly on concrete or masonry exterior foundation walls and are less than 8 inches (203 mm) from the exposed ground.
- (3) Sills and sleepers on a concrete or masonry slab that is in direct contact with the ground unless separated from such slab by an impervious moisture barrier.
- (4) The ends of wood girders entering exterior masonry or concrete walls having clearances of less than ½ inch (12.7 mm) on tops, sides, and ends.
- (5) Wood siding, sheathing, and wall framing on the exterior of a building having a clearance of less than 6 inches (152 mm) from the ground or less than 2 inches (51 mm) measured vertically from concrete steps, porch slabs, patio slabs, and similar horizontal surfaces exposed to the weather.

- (6) Wood furring strips or other wood framing members attached directly to the interior of exterior masonry walls or concrete walls below grade except where an approved vapor retarder is applied between the wall and the furring strips or framing members.
- (7) Wood structural members supporting moisture-permeable floors or roofs that are exposed to the weather, such as concrete or masonry slabs, unless separated from such floors or roofs by an impervious moisture barrier.
- (8) Residential fences shall be chain link, ornamental iron, PVC/composite, or approved wood. Wood used in fences shall be treated wood or approved wood of natural resistance to decay.
- (9) Wood columns in contact with basement floor slabs unless supported by concrete piers or metal pedestals projecting not less than 1 inch (25 mm) above the concrete floor and separated from the concrete pier by an impervious moisture barrier.

(W) Table R403.1 (1), (2), (3) are replaced with the following:

Table R403.1 – Foundations For Stud Bearing Walls

Number of Stories	Thickness of Foundation Walls Unit		Minimum width of footing (inches)	Thickness of footing (inches)	Minimum depth of foundation below natural surface of ground & finish grade (inches)
	Concrete Masonry				
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

(X) Section R403.1.4.1 Frost protection is amended to read as follows:

Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

- (1) Extended below the frost line specified in Table R301.
- (2) Constructed in accordance with Section R403.3.
- (3) Constructed in accordance with ASCE 32.
- (4) Erected on solid rock.

Footings shall not bear on frozen soil unless the frozen condition is permanent.

Exception:

- (1) Accessory structures up to 200 square feet may be constructed on a 4-inch wood deck or 4-inch concrete slab. Protection for detached garages and other accessory structures 1,024 square feet or less in size, located more than 10 feet from a dwelling, attached garage, or other principle structures, may be accomplished with a floating slab (monolithic). The floating slab shall include a thickened slab edge or a minimum of 18 inches thick. 12 inches of the thickened slab shall be below grade and 6 inches shall be above finished grade. The bottom portion of the thickened slab area shall be 12 by twelve inches. Two #4 rebar shall be placed within the thickened edge continuous around the perimeter of the slab. The floor shall be Portland cement concrete not less than 4 inches thick. Garage floor areas shall have all sod and/or debris removed. For detached garages and accessory structures exceeding 1,024 square feet, a frost protected footing and foundation shall be required.

(Y) Section R404.1 Concrete and masonry foundation walls are amended to read as follows:

Scope: Notwithstanding other design requirements of Sections R404.1 – R404.1.5.2 of the IRC, foundation retaining walls for one and two-family dwelling occupancies of Type V construction

may be constructed in accordance with this section, provided that the use or building site conditions affecting such walls are within the limitations specified in this section. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed:

- (1) A full depth (minimum 1 ½ ") nominal 2-inch x 4-inch keyway may be formed into the footings to secure the bottom of the foundation wall, or
- (2) 36-inch long vertical #4 rebar may be embedded a minimum of 6 inches into the footings not to exceed 7 inches on center spacing.

(Z) Section/Table R404.1.3.2.3 Foundation walls for conventional light-frame construction are added:

Table R404.1.3.2.3 - 'Foundation Walls for Conventional Light Frame Construction

Height of Foundation Wall (Net measured from Top of basement slab to top of foundation wall)*		Thickness of Foundation Walls Unit		Reinforcement type and placement within foundation wall	Reinforcement type and placement within foundation wall** (maximum 12' span between corners and	Type of Mortar
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 ½"	8"	½" horizontal bars, placement in the middle, and near the top & bottom – Y2" bars @ 6' max vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S grout & mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC	½" bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter 18 IBC	5/8" bars 2" o.c. horizontally & 30" vertically o.c.	See Chapter 18 IBC	Same as above
- Concrete floor slabs to be nominal 4". If such floor slab is not provided prior to backfill, provide 1.) 36" embedded in the footing at maximum 7' o.c. spacing and/or; 2.) Full depth nominal 2" depth x 4" width keyway in footing. - All reinforcement bars shall meet ASTM A6175 grade 40 minimum and deformed. Placement of the center of wall and meet the provisions of Chapters 18, 19, and 20 of the IBC.						
NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs. at 30 days. Footings shall reinforcement of minimum of 2 – ½" diameter rebar throughout. Placement of reinforcement and requirements of Chapter 19 of the IBC.						
NOTE: Material used for backfilling shall be carefully placed granular soil of average or high drained with approved drainage system as prescribed in Section 1805.4 of the IBC containing a high percentage of clay, fine silt, or similar materials of low permeability or expansive soils where backfilled materials are not drained or an unusually high surcharge is to be placed adjacent to the designed wall shall be required.						
NOTE: Foundation plate of sill anchorage shall be installed in accordance with the respective codes as applicable.						

(AA) Chapter 11 Energy efficiency is amended by deleting this chapter and inserting the following language:

Provisions of the International Energy Conservation Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be prescribed in “this code” and the regulations shall be known as the Marshalltown Energy Code.

(BB) Section R1601.4 Installation is amended to read as follows:

Duct installation shall comply with Sections M1601.4.1 through M1601.4.11

(CC) Section M1601.4.11 Air plenum and duct separation is added to read as follows:

Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned spaces by construction with sufficient insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

(DD) Section R G2415.5.2 (403.5.2) LP-gas systems are amended to read as follows:

Corrugated stainless steel tubing (CSST). Only CSST with an arc-resistant jacket or covering system listed in accordance with ANSI LC-1 (optional Section 5.15)/CSA 6.26 – 2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufacturer’s instructions, and this code including electrical bonding requirements in Section G2411. CCST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CCST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

(EE) Section G2414.5.4 (403.5.5) Corrugated stainless steel tubing is added to read as follows:

Arc-resistant corrugated stainless steel tubing shall be listed in accordance with ANSI LC 1(optional Section 5.16)/CSA 6.26.

(FF) Section P2603.5.1 Sewer depth is amended to read as follows:

Building sewers that connect to private sewage disposal systems shall not be less than 60 inches below the finished grade at the point of septic tank connection or as approved by Marshall County Environmental Health. Building sewers shall not be less than 60 inches below grade.

(GG) Section R E3704.7 Prohibited locations are added to read as follows:

Feeders supplying a townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and with a yard or public way on not less than two sides.

Exception:

If a recorded easement is established in a concealed space or attic within the townhome unit, feeds are allowed within the easement.

The following amendments, definitions, substitutions, modifications, additions, or deletions to the International Existing Building Code (IEBC), 2021 Edition are made.

(A) Section IEBC 108.2 Schedule of permit fees is amended to read as follows:

Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule of fees as derived from the City of Marshalltown Fee Schedule as adopted.

(B) Section IEBC 302.6 Fire protection is added as follows:

Existing buildings containing R-2 occupancies shall be made to comply with the International Building Code Section 903.2.8 within two years of any of the following situations:

- (1) Fire damage to three or more dwelling units, not including smoke or water damage or other damage from firefighting operations.
- (2) Issuance of a building permit for a Level III alteration as identified in Chapter 6 of the International Existing Building Code.

The following amendments, definitions, substitutions, modifications, additions, or deletions to the International Mechanical Code (IMC), 2021 Edition are made.

(A) Section IMC 101.1 Title is amended to read as follows:

These regulations shall be known as the Mechanical Code of the City of Marshalltown, hereinafter referred to as “this code.” The City of Marshalltown interprets “NFPA 54 and NFPA 58” as equivalent alternatives for design to meet the intent of the 2021 International Fuel Gas Code.

(B) Section IMC 109.5 Permit fees is amended to read as follows:

Permit fees will be derived from the City of Marshalltown Fee Schedule as adopted.

(C) Section IMC 306.5 Equipment and appliances on roofs or elevated structures is amended to read as follows:

If the tenants of a multiple-tenant building have or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.

(D) Section IMC 307.2.4.1 Ductless mini-split system traps is amended to read as follows:

Ductless mini-split equipment that produces condensate shall be installed per the manufacturer’s instructions.

(E) Section IMC 603.1 General is amended to read as follows:

An air distribution system shall be designed and installed to supply the required distribution of air. The installation of an air distribution system shall not affect the fire protection requirements specified in the International Building Code. Ducts shall be constructed, braced, reinforced, and installed to provide structural strength and durability.

Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned space by construction with insulation to meet energy code requirements. These areas include, but are not limited to, exterior walls, cantilevered floors, and floors above garages.

The following amendments, definitions, substitutions, modifications, additions, or deletions to the National Electric Code (NEC), 2020 Edition, as currently adopted by the State of Iowa are made repealing Ordinance 15010, § 154.035, Electric Code, of the City of Marshalltown Code of Ordinances.

(A) Section 90.2 Scope is amended by adding the following language:

90.2 (D) Permits required. Permits shall be required for work contained within the scope of this article. Permit fees shall be derived from the City of Marshalltown Fee Schedule as adopted.

(B) Section 210.8 (A) Dwelling units is amended to read as follows:

All 125-volt receptacles installed in locations specified in 210.8 (A)(1) through 210.8 (A)(11) shall be ground-fault circuit-interrupter protection for personnel.

(1) Bathrooms

(2) Garages and accessory buildings that have floors located at or below grade level not intended to be habitable rooms and limited to storage areas, work areas, or similar use

(3) Outdoors

Exception to (3): Receptacles that are not readily accessible and are supply branch circuits dedicated to electrical snow-melting, deicing, or pipeline and Bessel heating equipment shall be permitted to be installed in accordance with 426.28M or 427.22, as applicable

(4) Crawl spaces – at or below grade

(5) Basements

Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection
Informational note: See 760.41(B) and 760.121(B) for power supply requirements for fire alarm systems. Receptacles installed under the exception to 210.8 (A) (5) shall not be considered as meeting the requirements of 210.52(G)

(6) Kitchens – Where the receptacles are installed to serve the countertop surfaces

(7) Sinks – Where receptacles are installed within 6 feet (1.8 m) from the top inside edge of the bowl of the sink

(8) Boathouses

(9) Bathtubs or shower stalls – Where receptacles are installed within 6 feet (1.8 m) of the outside edge of the bathtub or shower stall

(10) Laundry areas

Exception to (1) through (3), (5) through (8), and (1): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be ground-fault circuit-interrupter protected. If a general-purpose convenience outlet is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.

(11) Indoor damp and wet locations

(C) Section 210.8 (F) Outdoor outlets are deleted.

(D) Section NEC 215.13 Prohibited locations are added to read as follows:

Feeders supplying a townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and with a yard or public way on not less than two sides.

Exception:

If a recorded easement is established in a concealed space or attic within the townhome unit, feeds are allowed within the easement.

The following amendments, definitions, substitutions, modifications, additions, or deletions to the Uniform Plumbing Code (UPC), 2021 Edition. The City of Marshalltown interprets the International Plumbing Code (IPC), 2021 Edition, as an equivalent alternative to the Uniform Plumbing Code, 2021 Edition.

(A) Section UPC 104.5 Fees is amended to read as follows:

Permit fees will be derived from the City of Marshalltown Fee Schedule as adopted.

(B) Table UPC 104.5 Plumbing permit fees are deleted.

(C) Section UPC 407.3 Limitation of Hot Water Temperature for Public Lavatories is amended to read as follows:

Hot water delivered from public-use lavatories shall be limited to a maximum temperature of 120°F (49°C). The maximum temperature shall be regulated by one of the following means:

- (1) A limiting device conforming to either ASSE 1070/ASME A112.1070/CSA B125.70, or
- (2) A water heater conforming to ASSE 1084.

Tempering devices shall be installed at or as close as possible to the point of use.

D) Section UPC 418.3 Location of floor drains is amended to read as follows:

Floor drains shall be installed in the following areas:

- (1) Toilet rooms containing two or more water closets or a combination of one water closet and one urinal, except in a dwelling unit.
- (2) Commercial kitchens and in accordance with Section 704.3.
- (3) Laundry rooms in commercial buildings and common laundry facilities in multi-family dwelling buildings.
- (4) Boiler rooms.
- (5) Rooms containing a water heater.

(E) Section UPC 609.1 Installation is amended to read as follows:

Water piping shall be adequately supported in accordance with Table 313.3. Burred ends shall be reamed to the full bore of the pipe or tube. Changes in direction shall be made by the appropriate use of fittings, except that changes in direction in copper or copper alloy tubing shall be permitted to be made with bends, provided that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's instructions. Provisions shall be made for expansion in hot water piping. Piping, equipment, appurtenances, and devices shall be installed in a workmanlike manner in accordance with the provisions and intent of the code. Building supply yard piping shall be not less than 12 inches (305 mm) below the average local frost depth. The cover shall be not less than 12 inches (305 mm) below finish grade. Water service piping shall have no less than five feet of soil cover.

(F) Section UPC 701.2 Drainage Piping is amended to read as follows:

Materials for drainage piping shall be in accordance with one of the referenced standards in Table 701.2 except that:

- (1) No galvanized wrought-iron or galvanized steel pipe shall be used underground and shall be kept not less than 6 inches (152 mm) aboveground.

- (2) ABS and PVC DWV piping installations shall be installed in accordance with applicable standards referenced in Table 701.2 and Chapter 14 "Firestop Protection." Except for individual single-family dwelling units, materials exposed within ducts or plenums shall have a flame-spread index of not more than 25 and a smoke-developed index of not more than 50, where tested in accordance with ASTM E84 or UL 723. Plastic piping installed in plenums shall be tested in accordance with all requirements of ASTM E84 or UL 723. Mounting methods, supports, and sample sizes of materials for testing that are not specified in ASTM E84 or UL 723 shall be prohibited.
- (3) No vitrified clay pipe or fittings shall be used aboveground or where pressurized by a pump or ejector. They shall be kept not less than 12 inches (305 mm) belowground.
- (4) Copper or copper alloy tubes for drainage and vent piping shall have a weight of not less than that of copper or copper alloy drainage tube type DWV.
- (5) Stainless steel 304 pipe and fittings shall not be installed underground and shall be kept not less than 6 inches (152 mm) aboveground.
- (6) Cast-iron soil pipe and fittings and the stainless steel couplings used to join these products shall be listed and tested in accordance with standards referenced in Table 701.2. Such pipe and fittings shall be marked with the country of origin, manufacturer's name or registered trademark as defined in the product standards, the third-party certifier's mark, and the class of the pipe or fitting
- (7) The use of SDR 23.5 is an acceptable material for exterior building sewers.]

(G) Section UPC 717.1.1 Size of drainage piping is added to read as follows:

The main building drain shall be a minimum four-inch diameter.

(H) Section UPC 718.3 Protection from Damage is amended to read as follows:

No building sewer or other drainage piping or part thereof, which is constructed of materials other than those approved for use under or within a building, shall be installed under or within 2 feet (610 mm) of a building or structure, or part thereof, nor less than 1 foot (305 mm) below the surface of the ground. The provisions of this subsection include structures such as porches and steps, whether covered or uncovered; breezeways; roofed porte cochere; roofed patios; carports; covered walks; covered driveways; and similar structures or appurtenances. Building sewers less than 42 inches shall be cast iron pipe or protected with an engineered system to prevent damage from freezing and frost heave.

(I) Section UPC 1014.1 General is amended to read as follows:

Where it is determined by the Authority Having Jurisdiction that waste pretreatment is required, an approved type of grease interceptor(s) shall comply with ASME A112.14.3, ASME A112.14.4, CSA B481, PDI G-101, or PDI G-102, and sized in accordance with Section 1014.2.1 or Section 1014.3.6, shall be installed in accordance with the manufacturer's installation instructions to receive the drainage from fixtures or equipment that produce grease-laden waste. Grease-laden waste fixtures shall include, but not be limited to, sinks and drains, such as floor drains, floor sinks, and other fixtures or equipment in serving establishments, such as restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, sanitariums, factory or school kitchens, or other establishments where grease is introduced into the drainage or sewage system in quantities that can affect line stoppage or hinder sewage treatment or private sewage disposal systems. A combination of hydromechanical, gravity grease interceptors, and engineered systems shall be

allowed to meet this code and other applicable requirements of the Authority Having Jurisdiction where space or existing physical constraints of existing buildings necessitate such installations. A grease interceptor shall not be required for individual dwelling units or private living quarters. Water closets, urinals, and other plumbing fixtures conveying human waste shall not drain into or through the grease interceptor.

Notwithstanding provisions of Section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing FOG removal devices where connected to the Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulation of industrial wastewater and commercial wastewater.

(J) Section UPC 1101.12.2.2.2 Combined system is deleted.

(K) Section UPC 1208.6.4.5 Corrugated Stainless Steel Tubing is amended to read as follows: Only CCST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the condition of listing, the manufacturer's instructions, and this code including electrical bonding requirements in Section 1211.2. CCST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CCST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

The following amendments, definitions, substitutions, modifications, additions, or deletions to the International Energy Conservation Code (IECC), 2012 Edition.

(A) The provisions of the IECC as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency.

(B) All energy code compliance inspections shall be completed by a third party certified to do such inspections with a report submitted to the Administrative Official showing compliance with the State adopted energy code.

(C) Sections C 101.1, 101.2, 103.3.1, 103.3.2, 103.3.3, 103.4, 103.5, and all of Sections 104, 107, 108, and 109 are deleted.

(D) Section C 402.1.1.1 Seasonal structures are added to read as follows:

The following seasonal-type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for the temporary comfort of patrons and employees during operating hours).

- (1) Food service buildings that serve patrons at amusement parks, water parks, and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility, and must have its sole means of servicing customers an operable exterior serving window.
- (2) Restroom facilities that serve amusement parks, water parks, and outdoor sporting facilities.

(E) Section C 408.2 Mechanical systems and water-heating systems commissioning and completion requirements are amended to read as follows:

Prior to the final mechanical and plumbing inspections, the registered design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

Section 2. Any previous amendments thereto, which are inconsistent with the attachment are hereby specifically repealed and the attachment is enacted as a substitute therefore.

Section 3. The public hearing required on this amendment shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 25th day of September 2023, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times Republican, a newspaper in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 10 days prior to the date of public hearing fixed herein.

Section 4. This ordinance shall be in full force and effect from and after public notice of hearing on this amendment has been duly given as required by the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this ____ day of September 2023, and signed this ____ day of September 2023.

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 _____, 2023, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2023.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: V & K / Chief Rierson
DATE: 08/28/23
RE: Building Codes Ordinance

Policy Issue: Building Codes

☒ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Adoption of a new Building Code Ordinance.

Recommendation: Staff recommendation is adoption.

Budget Impact: Cost to update code books.

Description/Background: Every 3 years the International Code Council develops a new building code series. This is the process that has been developed to revise/edit changes in the building codes. The 'Iowa Code Consortium' has been organized to review these changes and make logical amendments that fit building trends in Iowa.

This 'repeal/replace' ordinance addresses the adoption of the new 2021 codes along with the amendments the fire & building inspection department support.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



MARSHALLTOWN

I O W A

Joel Greer, Mayor
Joe Gaa, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: August 23, 2023
RE: Request to purchase Right-of-Way

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Description/Background:

I received the attached request from Kimberly Curley, 1110 West Church Street. There is a portion of right-of-way behind her property and also behind her neighbor at 1108 West Church Street that is land locked. City staff have not found any record that this portion of alley has been previously vacated.

Per the City of Marshalltown Policy for the Sale of Surplus Real Property, this request should be place on a council agenda as a discussion item. Staff have contacted all utilities and an easement with Alliant Energy would be required and possibly with Mediacom, which is to be confirmed.

Ms. Curley currently owns 1110 W Church St which is Lot 6 less the east 2.5' of the subdivision. Lot 6 was 49.5' by 180', so her existing lot would be 47' x 180'. The ROW in the back is 16.5' wide, so it would potentially make the lot: 47' x 196.5'. Per the policy the purchase price would be offered at \$250 as it is less than 0.25 acres.

The property to the east at 1108 W Church St, which is Lot 5 + the east 2.5' of Lot 6 is currently 52' x 180'. The ROW in the back is 16.5' wide, so it would potentially make the lot: 52' x 196.5'. Per the policy the purchase price would be offered at \$250 as it is less than 0.25 acres.

Ms. Curley would like to purchase the portion of ROW behind the neighboring property. Legal council advised the City does not have to consider this request as it would result in an irregular property line, however the property to the West at 104 S 12th St, has a similar situation with an irregular property line. It is staff's recommendation to first offer the ROW behind the neighboring property to that owner before allowing Ms. Curley to purchase for an additional \$250.

If council would like to proceed with this transaction, I would request a motion to direct staff to set a public hearing to vacate the right-of-way to start the process and also advise how to handle the neighboring right-of-way. As part of the sale, we would require Ms. Curley to sign an affidavit of non-severability to be recorded at the time of the sale.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson





CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson



transfer of city land

From : Kimberly Curley <kcurl324@gmail.com>
Subject : transfer of city land
To : clerk@marshalltown-ia.gov

Fri, Jun 16, 2023 12:10 PM



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

Dear Alicia,

Per your request during our phone conversation, on May 10, 2023, I am writing this email to express my interest in obtaining the 16 ½ foot deep strip of city land directly at the south end of my property located at 1110 West Church Street.

I have lived at this location for almost 28 years and I have maintained the 16 ½ feet of city land all this time, as I thought it was part of my property.

As I mentioned during our conversation, I may also be interested in including the 16 ½ deep strip of city land directly to the east of the city land mentioned above.

As we discussed, you are in the process of changing the city policy for the purchase of city land under .25 acres for \$250 to cover the city's cost of publication and property transfer fees.

Please confirm you have received my request to obtain the city land mentioned above.

Also, please provide me with an update of where you are in the process.

I look forward to hearing from you soon.

Sincerely,
Kimberly Curley
West Church Street
KCURL324@gmail.com
641-328-9019

CHAPTER 50: GARBAGE AND REFUSE

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AREA. The legally defined boundaries of the city.

COMMERCIAL AND INDUSTRIAL UNITS/OCCUPANTS. All locations within the city that are not considered residential units/occupants under this chapter. Mobile home parks where a single meter meters water services are considered COMMERCIAL. All rental units or complexes of four or more residential rental units are considered COMMERCIAL UNITS. COMMERCIAL AND INDUSTRIAL UNITS are subject to this chapter.

COMMISSION. The Solid Waste Management Commission of the county.

COMPOSTABLE MATERIAL. All yard wastes, except tree limbs, bark or branches from trees or shrubs with any diameter of one-fourth inch or more.

CONTAINERS or BINS. Those containers and bins for collection of garbage or recyclables.

CURBSIDE. The portion of the right-of-way adjacent to paved or traveled city roadways contiguous to the frontage of properties in the city. The term CURBSIDE also means at any point further than five feet from the front line of any dwelling, structure, business or building. See the definition of the term “front” in this section.

CURBSIDE COLLECTION. The collection of all garbage or recyclables placed curbside or in front of the house as near to the street as possible if no curb exists.

FRONT. The operation of a dwelling, business or other structure facing any street, highway or other place. A structure may have more than one FRONT if it faces on more than one street, highway or other place; for example, a corner lot. On a structure that has no lines parallel to the street, highway or other place, the FRONT shall be that portion most nearly parallel to the street, highway or place and, if the sides are equally parallel to the street, highway or other place, the two sides shall both be the FRONT. Where the front line is uneven, the term FRONT means the most forward portion of the structure.

GARBAGE and REFUSE. Every waste accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storage of meat, fish, fowl, fruit or vegetables. Dead animals are not included in the term GARBAGE. The term REFUSE means all other miscellaneous waste materials not specifically defined as “garbage” or specifically defined as “recyclable”.

MEMBER. The city.

PERSON. Any individual, firm, association, syndicate, co-partnership, corporation, trust, other legal entity having proprietary interest in premises or other legal entity having responsibility for an act.

RECYCLABLES. Those items defined as recyclables per the Solid Waste Management Commission of Marshall County.

RECYCLABLES HAULER. Any person desiring to pick up and transport for processing any recyclable in the city. Anyone subcontracting to perform any such recycling pick-up or transportation task is also considered a RECYCLABLES HAULER under this definition.

RECYCLABLES TRANSPORTATION VEHICLE or VEHICLE. A vehicle, as defined by state law, which is or is intended to be used to transport recyclables.

RESIDENTIAL UNIT/OCCUPANT. Each single-family home or multifamily dwelling located within the corporate limits of the city and occupied by a person or group of persons, except mobile home parks as described in the definition of “commercial and industrial units” in this section. However, all residential rental structures or residential complexes of four or more rental units are considered commercial units. Any home occupation (Class 1 or Class 2) found in areas zoned R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A and R-5, all as defined by Ch. 156 of this code of ordinances, shall be considered a RESIDENTIAL UNIT/OCCUPANT under this chapter for purposes of disposal of garbage and recyclables generated by the home occupation.

SOLID WASTE. Garbage, refuse, rubbish and other similar discarded solid or semi-solid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural and domestic activities.

TREE PROCESSING MATERIAL. Yard wastes which are not compostable material and tree stumps.

VOLUME-BASED GARBAGE SYSTEM. A system with an ever-increasing charge based upon number of containers utilized or upon actual weight of garbage generated.

YARD WASTE. Organic debris produced as part of yard and garden development and maintenance, such as grass clippings, leaves, bark, branches, twigs, flowers, fruit, vegetables and trees.

(2013 Code, § 13-1) (Ord. 10761A, passed 5-24-1965; Ord. 11654, passed 4-22-1970; Ord. 12788, passed 9-22-1975; Ord. 12797, passed 10-16-1975; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14472, passed 8-25-1994; Ord. 14473, passed 8-8-1994; Ord. 14710, passed 3-24-2003)

§ 50.002 RESERVATION OF CITY’S RIGHTS.

The city reserves the right to enter into contract at any time with any license holder or others for the collection and disposal of garbage and refuse within the city or may itself operate and maintain such service.

(2013 Code, § 13-2) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003)

§ 50.003 RECEPTACLES REQUIRED; SPECIFICATIONS.

Except as provided under § 50.004 of this chapter, it shall be unlawful for any person, firm or corporation to deposit or place any garbage in any street, alley, lane, public place or private property outside of buildings within the city unless the garbage is enclosed in a water-tight metal or plastic receptacle and the receptacle is provided with handles or bales and a tight-fitting cover and with a capacity not exceeding 30 gallons, except commercial dumpsters and the like furnished by the collectors to commercial customers.

(2013 Code, § 13-3) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.004 RECEPTACLE WITH PAPER OR PLASTIC BAG INSERTS.

If the receptacle required under provisions of § 50.003 of this chapter consists of a tight-fitting metal cover and an approved metal stand or cabinet, water-tight, leak-proof paper or plastic bags may be used for the retention and disposal of garbage or refuse, but shall only be used as inserts. The capacity of the paper or plastic bag insert shall not exceed 36 gallons.

(2013 Code, § 13-4) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.005 PREPARATION OF REFUSE, RECYCLABLES, AND YARD WASTE FOR COLLECTION.

Refuse, recyclables, and yard waste shall be prepared for pick up per the requirements of the hauler.

(2013 Code, § 13-5) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.006 APPROVED METHODS OF DISPOSAL.

(A) Garbage or refuse may be disposed of by householders or the occupant of any building or place of business by:

- (1) Delivery to a licensed collection agency;
- (2) Hauling to state-approved landfill disposal area and dumping there as directed by the custodian in charge; provided that, the containers are covered and water-tight; and/or

(3) Disposal of garbage in a home garbage disposal unit.

(B) It shall be unlawful for any person, firm or corporation to dispose of yard waste, except as follows:

(1) All yard waste shall be separated by the owner or occupant of the premises from garbage and refuse, as defined in § 50.001 of this chapter, accumulated on the premises and shall be composted on the premises, transported to a City Council approved composting/tree processing facility or otherwise be legally disposed of, and no yard waste shall be deposited in a landfill. All yard waste transported to City Council approved composting/tree processing facilities shall be separated into compostable material and tree processing material.

(3) It shall be unlawful to place any material other than compostable material in compostable paper yard waste bags.

(4) All tree processing materials shall be separated from all compostable materials and bundled in a manner suitable for handling.

(5) Fees for the use of the city-owned composting/tree processing facility shall be adopted by resolution of the City Council.

(6) Hours of operation of the city composting/tree processing facility shall be established by the City Council, and it shall be unlawful to dump or dispose of yard waste at such facility, except during hours of operation, or without specific approval by the city's Engineering Department.

(C) It shall be unlawful for any person to dispose of garbage or refuse, yard waste or recyclables in any manner other than provided in this section.

(D) Garbage or refuse, yard waste or recyclables shall not be burned.

(2013 Code, § 13-6) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003; Ord. 14830, passed 5-12-2008) Penalty, see § 50.999

§ 50.007 HOUSEHOLDER TO PROVIDE AND MAINTAIN RECEPTACLE; BAGS REQUIRED.

(A) (1) The proper receptacle for the receiving and holding of garbage shall be furnished by the householder or the occupant of any building or place of business, and the receptacle shall be kept covered and in a sanitary condition at all times. Responsibility for providing receptacles for rental property shall be the landlords.

(2) All garbage or refuse placed for pick-up by any commercial, industrial or residential unit/occupant must be in a plastic bag

(B) It shall be the duty of any person, firm or corporation using or maintaining a garbage receptacle to cause the receptacle to be emptied of its contents before it is so full that the cover will no longer fit tightly.

(2013 Code, § 13-7) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)
Penalty, see § 50.999

§ 50.008 LOCATION OF RECEPTACLE.

(A) All garbage or refuse, yard waste or recyclables, whenever practical, shall be delivered by the householder or the occupant of any building or place of business to the ground level for collection, and the receptacle therefor must be kept in a location convenient for collection.

(B) It shall be unlawful for any person to place, set or throw or otherwise put garbage or any paper, metal, plastic or any other material receptacle containing garbage between the line of any street, highway or other place and the front line of any dwelling, business or other structure, except on collection day when it can be placed no more than five feet in front of the front line of the dwelling, business or other structure. For purposes of this section, the front line shall be extended from the structure corner to the side lot lines.

(1) If your hauler is using an automated truck for pick up you may place your receptacle at curbside for pick up on collection day as instructed by the hauler.

(C) (1) It shall be unlawful for any person, firm or corporation, licensed to collect garbage or refuse, yard waste or recyclables within the city, to pick up, collect or take into possession any garbage, as defined by § 50.001 of this chapter, paper, metal, plastic or any other material found between the line of any street, highway or other place and five feet in front of the front line of any dwelling, business or other structure.

(2) For purposes of this section, the front line shall be extended from the structure corner to the side lot lines.

(D) (1) The city can provide a waiver, at the city's sole discretion, for the placement of garbage receptacles or refuse in front of a dwelling, business or other structure if the placement of the receptacle or refuse is for the community benefit, or a one time occurrence.

(2) Examples may include receptacles downtown on Main Street, the city's annual spring clean- up or a construction dumpster.

(3) Said waiver shall also allow for the lawful collection of said material by the city or a licensed garbage or refuse hauler.

(2013 Code, § 13-8) (Ord. 10761A, passed 5-24-1965; Ord. 12788, passed 9-22-1975; Ord. 12993, passed 9-27-1976; Ord. 14462, passed 6-13-1994) Penalty, see § 50.999

§ 50.009 LITTERING.

It shall be unlawful for any person, firm or corporation to deposit, throw or place any refuse or garbage in any street, alley, lane, public place or private property outside of buildings within the city unless the refuse or garbage is to be hauled away and, pending hauling, is kept in such a manner as in no way to constitute a nuisance, hazard or annoyance to others.

(2013 Code, § 13-9) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)
Penalty, see § 50.999

LICENSING AND COLLECTION REGULATIONS

§ 50.020 LICENSE TO COLLECT GARBAGE OR REFUSE, YARD WASTE AND RECYCLABLES REQUIRED.

It shall be unlawful for any person, firm or corporation to collect garbage or refuse, yard waste or recyclables within the city, except from his or her own residence or business property, without first obtaining a license from the city unless it is for a one-time junk removal service

(2013 Code, §§ 13-10, 13-53 and 13-83) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14472, passed 8-25-1994)
Penalty, see § 50.999

§ 50.021 APPLICATION FOR LICENSE; APPROVAL.

(A) Application for a license to collect garbage or refuse, yard waste or recyclables shall be made at the office of the City Clerk on forms provided by the Clerk. The applicant shall file with his or her application a certificate or affidavit of insurance, as set forth in § 10.999 of this code, shall pay the required license fee and garbage haulers present current proof of having passed inspection.

(B) Upon receipt of such application and accompanying documents properly executed and otherwise proper and accurate, including, but not limited to, the certificate or affidavit of insurance, upon receipt of the license fee and upon inspection approval, the City Clerk shall issue the license for no more than one year, as set forth in § 10.999 of this code.

(C) If the Clerk denies the license, the applicant may appeal to the City Council by the procedure provided in § 110.003 of this code of ordinances.

(2013 Code, § 13-11) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14609, passed 12-30-1998)

§ 50.022 INSURANCE REQUIRED OF LICENSEE; CERTIFICATE; LIABILITY COVERAGE.

The garbage or refuse hauler, yard waste hauler or recyclable hauler shall not be permitted to commence work under this chapter until he or she has obtained all required insurance and filed proof of such with the City Clerk, pursuant to § 10.009 of this code of ordinances.

(2013 Code, § 13-12) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.023 LICENSE EXPIRATION.

All licenses issued pursuant to this chapter shall expire pursuant to § 10.009 of this code of ordinances.

(2013 Code, § 13-13) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14609, passed 12-30-1998)

§ 50.024 LICENSE FEE.

The fee for the license issued under this chapter shall be set by City Council resolution.

(2013 Code, § 13-14) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.025 LICENSE RENEWAL.

The annual license of all persons licensed under this chapter shall be automatically renewed from year to year upon the payment of the fee provided in this chapter, filing of certificate of proper insurance coverage and filing of an approved vehicle inspection for garbage haulers.

(2013 Code, § 13-15) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.026 LICENSE REVOCATION.

The City Council may, for a violation of the provisions of this chapter, revoke any license granted in this chapter, after notice and public hearing, upon compliance with the procedures set out in this chapter.

(2013 Code, § 13-16) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.027 FREQUENCY OF COLLECTION.

(A) Collections of garbage or refuse from private residences shall be made not less than one time per week.

(B) Collections of garbage from hotels, restaurants, clubs, boardinghouses or other places of like character, where considerable garbage is produced daily, shall be made on a more frequent basis.

(2013 Code, § 13-17) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.028 COLLECTION VEHICLES; SPECIFICATIONS, MAINTENANCE AND LOADING.

(A) All vehicles used in the transportation of garbage or refuse, yard waste or recyclables within the city shall be kept in a sanitary and safe condition and shall be so constructed as to prevent leakage in transit, wholly enclosed and covered. The city may inspect any vehicle used by any hauler to see that it is in compliance with this chapter.

(B) All persons licensed under the terms of this chapter shall use packer-type trucks for scheduled routine garbage or refuse collection purposes. 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.

(D) If the city determines that a refuse hauler is responsible for the loss of any refuse within the city, the hauler shall be responsible for the pick-up and clean-up of the refuse. If the city is required to pick up or clean up the refuse, the responsible hauler shall pay the cost of doing such.

(2013 Code, § 13-18, 13-20 and 13-115) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14473, passed 8-8-1994; Ord. 14876, passed 7-12-2010; Ord. 14913, passed 11-26-2012) Penalty, see § 50.999

§ 50.029 PICK-UP SERVICE; SERVICING OF COMPLAINTS.

Each garbage or refuse collector shall maintain an adequate and prompt pick-up service. He or she shall service all complaints from patrons on missed service and improper handling. Such service shall be promptly available for servicing complaints from the office of the City Clerk for any material improperly deposited within the limits of streets or highways during transit.

(2013 Code, § 13-19) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

§ 50.030 ALTERNATE DROP-OFF SITE.

If a private recyclable drop-off site is not available to all city citizens and within the city limits, individual recyclables haulers shall, either individually or in conceit (one or more recyclables haulers) or by contract with a private entity, provide a drop-off site for recyclables that shall be available to all city citizens. If required to provide a drop-off site, each person making an application for a recyclables hauler's license shall file, in writing, a statement setting out the location and hours of service for such voluntary drop-off site. The charge made for recyclables received at the drop-off site is to be set by the recyclables hauler.

(2013 Code, § 13-114) (Ord. 14732, passed 1-12-2004)

§ 50.031 PARKING OF COLLECTION VEHICLES IN RESIDENTIAL DISTRICTS.

(A) No vehicle used in the transportation of garbage and refuse within the city shall be parked or left standing in any residential district, as defined or delineated in Ch. 156 Zoning of this code of ordinances, as amended, except for the loading or picking up of garbage or refuse.

(B) This section shall not apply to the driver of any such vehicle that is disabled while in the residential district to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such district.

(C) In no event shall any such disabled vehicle remain over 12 hours.

(2013 Code, § 13-21) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)
Penalty, see § 50.999

§ 50.032 INSPECTION OF EQUIPMENT.

(A) Every application for a license required by this chapter or a license renewal shall contain a certification by the applicant that the applicant has inspected the equipment to be used in the transportation of garbage or refuse and that the equipment is in good mechanical condition and free of leaks.

(B) It shall be a municipal infraction to operate equipment that leaks or allows garbage or refuse to spill from the equipment.

(2013 Code, § 13-22) (Ord. 12993, passed 9-27-1976; Ord. 14310, passed 1-8-1990)
Penalty, see § 50.999

VOLUME-BASED GARBAGE COLLECTION; SPECIFIC RECYCLABLES

§ 50.045 VOLUME-BASED CHARGES.

Any individual or entity holding a license to haul garbage and refuse in the city shall charge based upon the volume of garbage and refuse generated. These volume-based charges may be made through the number of containers or bins utilized or based upon actual weight collected.

(2013 Code, § 13-77) (Ord. 14472, passed 8-25-1994; Ord. 14710, passed 3-24-2003)

§ 50.046 RECYCLING REQUIRED.

(A) Each commercial, industrial and residential unit/occupant in the city shall recycle those items designated as recyclables in § 50.001 of this chapter. Those items designated as recyclables shall not be disposed of, except by delivery by the commercial, industrial or residential unit/occupant or by a licensed recyclable hauler to an individual or entity engaging in recycling of the item involved.

(B) No recyclables shall be disposed of by depositing the recyclables with garbage or refuse, and no licensed hauler shall pick up any recyclable commingled with garbage or refuse.

(C) No licensed recyclable hauler is required to pick items designated as recyclables in § 50.001 of this chapter as a part of its regular customer pick-up. However, any licensed recyclable hauler making any scheduled recyclable pick-up shall pick up items designated as recyclables in § 50.001 of this chapter.

(2013 Code, § 13-78) (Ord. 14472, passed 8-25-1994) Penalty, see § 50.999

§ 50.047 RIGHT OF CITY TO DESIGNATE RECYCLABLES.

The city reserves the right to add other items as designated recyclables at a later date, as allowed by the Solid Waste Management Commission of Marshall County.

§ 50.048 PUBLIC EDUCATION.

(A) (1) The recyclables hauler will develop a plan of education so as to inform his or her clientele of the requirements of this subchapter imposed upon the collection of garbage, refuse and recyclables.

(3) As a part of this educational effort, the recyclable hauler will distribute, in printed form, a statement of his or her collection schedule as well as a statement of items that are recyclable and an explanation concerning how the garbage/refuse and recyclable system is to operate. This printed statement shall be distributed to existing and new customers in either English and Spanish language form as required.

(4) Any cost associated with the educational effort shall be the exclusive responsibility of the recyclables hauler.

(B) The city shall annually post educational information on the city website and/or social media.

(2013 Code, § 13-106) (Ord. 14473, passed 8-8-1994)

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Joe Gaa, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: August 24, 2023
RE: Ordinance Amendment to CH 50: Garbage and Refuse

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Review policies, procedures, and ordinances for updates.

Recommendation: Amend Chapter 50: Garbage and Refuse to allow for automated truck pickup.

Budget Impact: N/A

Description/Background: It has been brought to my attention that there is a sanitation service that is now utilizing an automated truck which requires the placement of the receptacle to be within 4 feet of the street or curb. This is in violation of the current ordinance which states a receptacle cannot be placed more than five feet in front of the front line of a dwelling on collection day.

Staff recommend the consideration of allowing the use of an automated truck by adding this exemption to 50.008 Location of Receptacle:

- (1) If your hauler is using an automated truck for pick up you may place your receptacle at curbside for pick up on collection day as instructed by the hauler.

Additional minor updates were made to the chapter to bring it up to date with current practices.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson

