

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
SEPTEMBER 11, 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**F. CONSENT AGENDA**

1. APPROVE MINUTES 08/28/23 MEETING AND BILL LIST
\$1,762,326.53

Documents:

[2023-08-28 SIGNED Council Minutes.pdf](#)
[2023-09-11_BILL LIST Summary.pdf](#)
[2023-09-11_BILL LIST Detail.pdf](#)

2. RECEIPT OF BUILDING & TRADE PERMIT REPORT - AUGUST

2023

Documents:

[0823.pdf](#)

3. CIVIL SERVICE NEW HIRE LIST - PARKING ENFORCEMENT,
POLICE OFFICER, TRANSIT OPERATOR

Documents:

[2023-09-11_CONSENT_Civil Service - Parking
Enforcement New Hire List.pdf](#)

[2023-09-11_CONSENT_Civil Service - Police New Hire
List.pdf](#)

[2023-09-11_CONSENT_Civil Service - Transit
OperatorNew Hire List.pdf](#)

4. RESOLUTION 2023-171 APPROVING THE USE OF COUNCIL-
DESIGNATED LOCAL OPTION SALES TAX FOR THE NEW
CONSTRUCTION INCENTIVE GRANT FOR HOPKINS
PROPERTIES LLC

Documents:

[2023-09-11_2023-171_Resolution Authorizing New
Construction Hopkins.pdf](#)

[2023-09-11_2023-171_Memo New Construction
Incentive.pdf](#)

[2022-03-28_2022-084_SIGNED Hopkins Upper Story
Catalyst Agreement.pdf](#)

[2022-03-28_2022-084_Hopkins Upper Story Catalyst
Agreement.pdf](#)

[2022-03-28_2022-084_SIGNED Resolution for
Hopkins Upper Story Catalyst DA.pdf](#)

5. RESOLUTION 2023-172 APPROVING LEASE AGREEMENT
BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND
MARSHALLTOWN LITTLE LEAGUE, INC.

Documents:

[2023-09-11_2023-172_Resolution Approving
Marshalltown Little League Lease Agreement.pdf](#)

[2023-09-11_2023-172_Marshalltown Little League
Lease Agreement.pdf](#)

6. RESOLUTION 2023-173 APPROVING A SUBRECIPIENT
AGREEMENT REVISION WITH YOUTH AND SHELTER SERVICES
INC. FOR THE DEPARTMENT OF JUSTICE COMMUNITY
ORIENTED POLICING SERVICES GRANT AND A REVISED
CONTRACT BETWEEN YOUTH AND SHELTER SERVICES, INC.
AND THE CITY OF MARSHALLTOWN, IOWA FOR SERVICES
RELATED TO THE MARSHALLTOWN POLICE AND COMMUNITY

TEAM

Documents:

[2023-09-11_2023-173_Resolution YSS DOJ Subrecipient Agreement.pdf](#)
[2023-09-11_2023-173_Council Memo RE MPACT Agreement Revisions.pdf](#)
[2023-09-11_2023-173_MPACT MOU YSS 09112023 FINAL.pdf](#)
[2023-09-11_2023-173_YSS MPACT DOJ Subrecipient Agreement.pdf](#)

7. RESOLUTION 2023-174 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 123 E. MAIN STREET (NORTH SIDE), MARSHALLTOWN, IOWA

Documents:

[2023-09-11_2023-174_Resolution to Approve Facade Application for 123 E Main Street North Side.pdf](#)
[2023-09-11_2023-174_Facade application for 123 E Main Street North side of building.pdf](#)
[2023-09-11_2023-174_FacadeGrantsListing Updated Sept 2023.pdf](#)

8. RESOLUTION 2023-175 APPROVING A PROFESSIONAL ADMINISTRATIVE SERVICES AGREEMENT WITH REGION 6 RESOURCE PARTNERS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY TREE CANOPY AND TREE REPLANTING PROGRAM

Documents:

[2023-09-11_2023-175_Resolution Approving Region 6 Agreement.pdf](#)
[2023-09-11_2023-175_Memo on Region 6 Contract for Derecho CDBG Tree Grant.pdf](#)
[2023-09-11_2023-175_Marshalltown Region 6 Admin Contract - Tree Replanting.pdf](#)

9. RESOLUTION 2023-176 APPROVING OFFER TO PURCHASE UTILITY EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL # 8418-28-302-004

Documents:

[2023-09-11_2023-176_Resolution Approving Interstate Power and Light Company Easement_PIN 8418-28-302-004.pdf](#)
[2023-09-11_2023-176_Memo_IPL Easement 8418-28-302-004.pdf](#)
[2023-09-11_2023-176_EASEMENT - PID 8418-28-302-004.pdf](#)

[2023-09-11_2023-176_OFFER TO PURCHASE - PID 8418-28-302-004.pdf](#)

10. RESOLUTION 2023-177 APPROVING OFFER TO PURCHASE UTILITY EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL # 8418-28-302-005

Documents:

[2023-09-11_2023-177_Resolution Approving Interstate Power and Light Company Easement_PIN 8418-28-302-005.pdf](#)
[2023-09-11_2023-177_Memo_IPL Easement 8418-28-302-005.pdf](#)
[2023-09-11_2023-177_EASEMENT - PID 8418-28-302-005.pdf](#)
[2023-09-11_2023-177_OFFER TO PURCHASE - PID 8418-28-302-005.pdf](#)

G. MOTIONS

1. MOTION TO APPROVE OUTDOOR SERVICE AMENDMENT FOR LEGEND'S AMERICAN GRILL, 2902 S CENTER ST, ON 9/14, 9/21, 9/28, 10/5, 10/12, 10/19, 10/26

H. RESOLUTIONS

1. RESOLUTION 2023-178 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE KIWANIS PARK IMPROVEMENTS PROJECT #PRK22003 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$227,729.25 TO BROTHERS CONCRETE

Documents:

[2023-09-11_2023-178_Resolution Accepting Bid Kiwanis Park PRK22003.pdf](#)
[2023-09-11_2023-178_Memo Award Bid for Kiwanis Park Project PRK22003.pdf](#)
[2023-09-11_2023-178_Kiwanis Park Bid Tabulation.pdf](#)
[2023-09-11_2023-178_Notice of Award Kiwanis Park.pdf](#)

2. RESOLUTION 2023-179 ADOPTING THE GOVHR USA CLASSIFICATION AND COMPENSATION PLAN FOR NON-BARGAINING POSITIONS AND USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO IMPLEMENT THE NEW COMPENSATION SCALE

Motion by Thompson, second by Ladehoff to table
RESOLUTION 2023-179 ADOPTING THE GOVHR USA CLASSIFICATION AND COMPENSATION PLAN FOR NON-BARGAINING POSITIONS AND USE OF COUNCIL-

DESIGNATED LOCAL OPTION SALES TAX TO IMPLEMENT THE NEW COMPENSATION SCALE. Motion carried 5-1, Isom dissenting.

Documents:

[2023-09-11_2023-179_Resolution Approving Classification and Compensation Plan.pdf](#)
[2023-09-11_2023-179_Memo to Council re cost for GovHR Comp Study 08.14.23.pdf](#)

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
2ND READING

Documents:

[2023-09-11_ORD 15071_CH 151 Amendment to Building Code.pdf](#)
[2023-09-11_ORD 15071_Memo CH 151 Amendment to Building Code.pdf](#)

J. DISCUSSION

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

Documents:

[2023-09-11_DISCUSSION_Memo Request to Purchase ROW.pdf](#)
[2023-09-11_DISCUSSION_Request to Purchase ROW.pdf](#)

2. DISCUSSION - INTERSECTION OF HIGHWAY 14 & EDGEWOOD STREET

Documents:

[Memo _ Hwy 14 AND Edgewood Intersection.pdf](#)
[Exhibits _ Hwy 14 Edgewood Intersection.pdf](#)

3. DISCUSSION - DOWNTOWN PARKING LOT LEASES

Documents:

[Memo _ Parking Lot Leases.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 28, 2023

Mayor Joel Greer called the meeting to order at 5:30 p.m., August 28, 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, commented on how the public is allowed the opportunity for public comment but the councilors don't seem to ever consider it.
- Herb Wilson, 115 Thunderbird Drive, commented on the high price of the compost and being charged \$20 for a truck when the load wasn't full.
- Leigh Bauder, 401 Orchard Drive, commented on a code enforcement issue next to her residence that she doesn't feel the city is appropriately addressing.
- Amanda Garcia, 113 Thunderbird Drive, commented on the inconsistent prices at the compost and asked costs be reasonable so people can keep their properties nice.
- Mark Eaton, 1007 S 10th Ave, advised the public early voting starts 8/29 at the Courthouse on the 3rd floor.
- Curt Miller, 312 N 11th Ave, commented on the high compost prices and didn't think you should be charged full price when you are not bringing in a full load. The high prices will lead to people dumping in the ditch or not cleaning up at all.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

- Mayor Greer had a moment of silence in honor of Mayor Floyd Harthun's passing.
- Sarah Rosenblum presented 10 years of service to library employee Debbie VanGundy.

CONSENT AGENDA

Motion by Schneider, second by Ladehoff to adopt the consent agenda: APPROVE MINUTES 08/14/23 MEETING AND BILL LIST \$2,014,511.96; APPROVE LIQUOR LICENSE RENEWALS FOR KWIK STAR #394, 2500 S CENTER ST, GOLDEN LAND ASIAN FOOD GROCERY STORE, 11 E STATE ST, THE FLYING ELBOW, 229 N 13TH ST; RECEIPT OF BUILDING & TRADE PERMIT REPORT - JULY 2023; 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; RESOLUTION 2023-168 APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF MARSHALLTOWN REGARDING STATE SETOFF PROGRAM. Motion carried 6-0.

MOTIONS

Motion by Ladehoff, second by Thompson to APPROVE SPECIAL CLASS C RETAIL ALCOHOL LICENSE FOR THIRSTY PIGS LLC FOR OKTEMBERFEST EVENTS 9/21-9/24. Motion carried 5-1, Hoop dissenting.

RESOLUTIONS

Motion by Thompson, second by Ladehoff to postpone the resolution until the 9/25 meeting when there is a full council to decide on the matter. Motion failed 2-4, Hoop, Isom, Kell, and Schneider dissenting. Motion by Isom, second by Ladehoff to adopt RESOLUTION 2023-169 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. Motion failed 3-3, Isom, Kell, and Schneider dissenting.

Mayor Greer opened a public hearing at 5:51 pm for APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE KIWANIS PARK IMPROVEMENTS PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK22003. No written or public comments were received and the public hearing was closed at 5:52 pm. Motion by Ladehoff, second by Schneider to adopt 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. Motion carried 6-0.

Mayor Greer opened a public hearing at 5:53 pm 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. No written or public comments were received. Alicia Hunter, City Clerk reviewed the project and the status of funding. The public hearing was closed at 5:55 pm and no further action was required.

ORDINANCES

Motion by Ladehoff, second by Schneider to adopt the first reading of 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. Motion carried 6-0.

DISCUSSION

Alicia Hunter, City Clerk, presented a citizen request to purchase city right-of-way behind the properties at 1108 and 1110 West Church Street. The council would like to know if the owner of 1108 West Church Street or the school district is interested in the land before deciding on the proposal from the owner of 1110 West Church Street.

Alicia Hunter, City Clerk, presented a proposed amendment to Chapter 50: Garbage and Refuse to allow for curbside pickup if the hauler is using an automated truck for pickup. Councilor

Ladehoff felt this is an economic disadvantage to the other haulers who follow the current regulations. Councilor Schneider was in support of a change to utilize upgraded equipment. Public comment: Leigh Bauder, 401 Orchard Drive did not agree with allowing receptacles to be put out the night before due to raccoons. Doris Kinnick, 2020 Catalina Place, advised Moler Sanitation purchased Ferch Sanitation and she didn't like the large can used for automated pickup. Kathy Steinberg, 309 Summit St, advised the large can is an advantage to large families but can be hard to maneuver in the winter. She does like the uniform look. Jim Shaw, 522 N 2nd St, supported allowing curbside pickup if you have upgraded your truck. Councilor Kell reminded the public they can submit code enforcement complaints on the City website. The council requested staff get feedback from the sanitation haulers before further discussion on the amendment.

ADJOURNMENT

The meeting adjourned at 6:17 p.m.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/11/23

Advertising

FirstIntBank/16 574.89

Consulting & Professional Fees

Bolton&Menk.Inc/3 1,845.00
Ciox Health/1 48.23
FirstIntBank/3 56.00
Foth Infrastruc/1 4,975.00
Iowa.One.Call/3 490.30
YSS Grants Bill/5 17,383.60

Contracts

AAA.Septic/1 235.00
ARL/1 6,933.33
BDH/29 7,963.34
BG.HVAC.INC/1 2,798.66
Calhoun-Burns/2 7,098.75
City.Laundering/2 107.44
Continental.Fir/1 288.60
ESRI.Inc./5 8,080.00
FirstIntBank/5 681.81
Fisher Gov Foun/1 8,333.33
IAInspections/1 7,000.00
Impact.7G.Inc/2 11,130.00
K&W Electric/1 111,102.50
Koch.Office/4 47.85
Locality Media/1 15,907.50
Marco.Holdings/1 450.00
Marshall.Co.Aud/1 5,000.00
Midw.Auto.Fire/1 248.70
Milestone Outdo/1 1,092.00
ONE.SOURCE/1 10.00
Performance Ken/1 50.00
Plaehn, Zachary/1 4,850.00
Premier.Equip/1 59.00
RICOH.USA.INC/4 52.19
SAFETY.KLEEN/1 1,026.11
Sensys Gatso/2 43,925.00
Servicemaster/1 1,271.32
Stericycle.Inc/1 45.80
Stone.Sanit/8 1,850.68
Tyler.Technolog/1 4,302.73
Veenstra & Kimm/1 17,106.10
Xerox.Corp/1 33.68

Library Books

FirstIntBank/11 406.67

Medical

HARTFORD.ACCTS/2 6,336.27
Health.Partners/7 146,456.63
Hunter Lane LLC/4 1,292.77
Occ.Med.Plus/3 518.00

Payroll.Net

Payroll/1 337,871.25

Rebates

Menards/1 -8.30

Refund/Reimbursed

Arasu, Thirumal/1 485.00

Best, Kylie/1 70.00
Chatham.Rentals/1 15.00
FirstIntBank/24 395.45
Kinnetz, Courtin/1 38.82
Ladehoff,M/1 46.18
Mtn.Wtrwrks/1 615.44
Quigley,Danessa/1 353.25

Rents/Leases

201 E Main MT/14 4,216.00
6 Pack Propert/1 487.00
A.White/1 332.00
Ackley.Housing/3 615.00
Alejo, Jerry/1 164.00
Arrowhead Homes/1 384.00
Barnes,L/1 274.00
BJ&J.LLC/1 243.00
BLOOD,A/1 421.00
BOC Properties/1 467.00
Borota,K/2 751.00
Brodin,C/1 58.00
Brown,L/1 316.00
Buchanan,Steven/1 252.00
Buckaroo.LLC/2 937.00
Chedester,James/1 400.00
CIRSI/6 517.00
CMHC.INVEST/1 230.00
Colson, Mary/2 383.00
Crestview Apts/22 7,988.00
D.D.Rentals/6 2,842.00
Daters, Toni Ra/1 410.00
Double.D.Entrp/1 308.00
Douglas Ter Apt/2 1,074.00
ECKLOR,S/1 863.00
Elwayne.Inc./4 889.00
Engel, Drew/1 569.00
EPC LLC/4 1,012.00
Etter, W/1 582.00
Eubanks,C/1 262.00
Frese.Propts/1 270.00
Friendly.Valley/1 62.00
Gonzales,G/1 281.00
Gorrell, Joseph/1 381.00
Gray,D/3 1,394.00
Gutierrez,Humbe/2 619.00
Hala,J/6 1,571.00
HARRIS,T/1 317.00
Hatch,R/4 1,923.00
Hilltop.Village/4 638.00
Hinmon,Linda/1 260.00
HOWARD,J/1 206.00
HUBBARD.MAPLE/2 398.00
Ibarra-LedezmaR/1 692.00
JBI.COOP.Assn/4 1,368.00
Judge,M/27 8,068.00
Kading Prop LLC/4 2,871.00

BILL LIST 09/11/23

Klinefelter,R/1	450.00	FirstIntBank/55	11,031.29
Kramer,M/1	138.00	FIRSTNET.ATT/2	1,395.60
LAWSON,R/1	93.00	Global Paymt/1	1,205.31
Lawthers.Prop.M/2	1,214.00	IA.Dept.Insp.Ap/1	150.00
Lopez, Jaime/1	421.00	IMFOA/1	125.00
LUENSE,B/6	2,233.00	Jensen.Inc/1	1,006.03
Mansager, C/1	370.00	LARRY'S.TOWING/1	100.00
Manship,W/1	804.00	McAtee.Tire/3	227.00
Marion.Manor2/1	247.00	Mediacom/1	466.53
Moore, Michelle/1	372.00	Meling, Bradley/1	64.00
Mtown Lofts LLC/14	4,630.00	Menards/1	131.58
Mtwn/Westown/21	5,234.00	Midwest.Radar/1	480.00
Nelson,L/1	266.00	Mobotrex.Inc./1	223.00
North.Tama.Hsg/1	184.00	Mtwn.Wtrwrks/3	9,009.28
Oetker,D/2	295.00	Munic.Pipe.Tool/2	242,528.42
Palisade.Holdng/2	471.00	Oleksandr, Rez/1	550.00
Pebworth Homes/1	231.00	Plaehn, Zachary/1	270.00
Pilot.Creek/1	165.00	Ramirez,Valeria/1	11.00
PizanoCisnerosA/1	348.00	Schmudlach,Cody/1	10.00
Plymat Jr, Will/1	646.00	Schwenbach,Sara/1	68.00
Premier.RE.Mgmt/5	2,253.00	ShoBiz,Minutema/1	12.62
PremierIowaCity/7	2,452.00	Stewart,Kendall/1	41.00
Pyramind Prop/2	611.00	T.S.Y.S./2	152.83
RA.Rental.Prop/2	546.00	Thrasher, Inc/1	1,733.47
Ramirez, Sergio/1	388.00	UPHDM.Medicine/1	2,198.00
RD.Toledo,LLP/1	102.00	Vanwall Equip/1	311.38
Redborg,Kirsten/1	275.00	Velez, Yaralexi/1	13.00
Reed,T/5	2,320.00	Verizon.Wireles/2	122.14
River.Birch/3	1,001.00	Vung, Cing/1	63.00
River.Oaks/10	5,286.00	Werner,Jessica/1	13.00
RMB Cooperative/3	1,088.00	WICKHAM,M/1	570.00
Roth, Kamaria/1	489.00	Sewer	
S.E.Invst/2	815.00	Mtwn.Wtrwrks/1	86.14
Schmidt,M/2	656.00	Supplies/Parts	
Steffensen, G/1	436.00	Adland.Engrvg/1	10.95
Sunrise.Apt/1	112.00	Airgas.U.S.A./4	529.72
Swiff, Scott/1	421.00	Arnold.Motor/14	783.34
Tallcorn.Tower/20	5,164.00	Barco.MuniProd/2	1,092.72
TOWN.APARTMENT/2	301.00	BDH/1	1,680.00
TTLC.Hsg/2	1,209.00	Cessford.Constr/2	3,720.92
Walker, Angela/1	298.00	Chymas Machine/1	1,800.00
Weatherly.Erin/2	507.00	City.Laundering/8	196.16
WEB III Invest/1	550.00	CORE.MAIN.LLP/1	206.75
Worent.Inc/1	167.00	CTI Ready Mix/5	1,902.75
Worsfold Farm/1	361.00	Cummins.Service/2	725.26
Service/Repairs		Dakota Supply/1	603.86
Adkins, Randi/1	31.00	Diamond Vogel/1	131.74
AG.LIME.TRUCKG/2	1,420.00	Engineered.Equi/2	31,407.64
Airgas.U.S.A./1	122.81	Entenmann.Rovin/1	229.50
Alaniz, Maria/1	31.00	FirstIntBank/117	17,339.55
Bly,Josh/2	3,030.00	FIRSTNET.ATT/1	247.62
Carl, Nicholas/1	550.00	Galls.LLC/3	357.51
Century.Link/25	482.13	Gillig.LLC/2	340.29
Clark,Nicolynne/1	68.00	Hawkeye.Truck/2	404.88
Fastenal.Co/1	95.08	Hillers,C/1	51.36

BILL LIST 09/11/23

Interstate Batt/5	725.95
Logan.Contract/1	398.82
Martin.Marietta/1	538.06
McAtee.Tire/1	315.90
Menards/14	706.58
Midland.Scienti/4	1,265.77
Midwest Foundat/1	21,101.16
Napa.Auto/2	40.79
Northern.Lights/1	1,083.35
Northern.Tool.E/1	164.00
Nutrien.Ag.Sol/2	2,852.67
Racom.Corp/1	271.00
Rasmusson.Svc/2	724.50
Reliant.Fire.Ap/2	640.26
Shetler,D/1	24.00
Star.Equipmt/1	2,875.35
Thiesens.Supply/7	255.35
Tri.State.Lock/2	33.00
USS.Polaris/1	214.45
Weekley,S/1	120.74
WW.Grainger/2	52.31
Travel/Training	
FirstIntBank/5	1,334.41
Utilities	
Alliant.Energy/32	51,115.04
I.R.U.A./1	164.32
Mtwn.Wtrwrks/1	79.20
WoodRiver.Enrgy/3	2,541.16
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./8	1,807.08
FirstIntBank/3	129.60
Garrett, Mike/1	25.00
I.M.W.C.A/1	13,984.00
I.P.E.R.S./10	119,658.93
I.R.S./6	91,806.31
IA.Treasurer/2	17,594.03
ICMA457Mission/12	14,559.53
Jermiya, Idris/1	60.00
M.F.P.R.S.I./6	181,497.99
Martinez,Adrian/1	25.00
United.Way/6	1,983.48
Total/921	1,762,326.53

BILL LIST 09/11/23

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 304.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 249.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 287.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 443.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 254.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 427.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 230.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 570.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 120.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 15.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 294.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 411.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 385.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 227.00
184.5030.5242.000	6 Pack Properties LLC	Assistance	\$ 487.00
001.4030.5342.000	AAA SEPTIC SERVICE INC	West end rentals 8/25-9/24	\$ 235.00
184.5030.5242.000	ACKLEY HOUSING INC	Assistance	\$ 283.00
184.5030.5242.000	ACKLEY HOUSING INC	Assistance	\$ 236.00
184.5030.5242.000	ACKLEY HOUSING INC	Assistance	\$ 96.00
184.5030.5246.000	Adkins, Randi	Assistance	\$ 31.00
001.6012.5600.000	ADLAND ENGRAVING CO INC	Joe Gaa name plate	\$ 10.95
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Parks/ Street contract mowings	\$ 600.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks/ Street contract mowings	\$ 820.00
110.2010.5380.000	AIRGAS USA, LLC	rentals	\$ 122.81
110.2010.5600.000	AIRGAS USA, LLC	Street - welding wire	\$ 74.00
110.2010.5600.000	AIRGAS USA, LLC	Heavy duty F-clamps, wheel cut offs	\$ 197.70
110.2010.5718.000	AIRGAS USA, LLC	Street - F clamp	\$ 70.71
110.2010.5718.000	AIRGAS USA, LLC	Heavy duty F-clamps, wheel cut offs	\$ 187.31
184.5030.5246.000	Alaniz, Maria	Assistance	\$ 31.00
184.5030.5242.000	Alejo, Jerry	Assistance	\$ 164.00
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 13,006.02
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 229.29
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$ 4,687.24
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$ 227.59
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$ 47.57
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	\$ 24.97
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$ 83.40
001.4030.5481.000	ALLIANT ENERGY	107 S 7th St Arnolds Park	\$ 13.59
001.4030.5481.000	ALLIANT ENERGY	Arnolds Park overpayment	\$ (13.51)
001.4030.5481.000	ALLIANT ENERGY	516 N 3rd St Elks Park	\$ 28.90
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$ 32.54
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	\$ 6,625.07
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	\$ 47.34
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$ 19,381.20
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$ 30.64
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	\$ 120.86
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	\$ 59.61
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$ 41.72
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$ 71.57
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	\$ 44.45
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$ 46.63
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	\$ 71.91
110.2040.5481.000	ALLIANT ENERGY	W High St & S 6th St	\$ 27.34
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$ 56.35
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$ 35.60
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	\$ 38.95
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	\$ 1,223.05
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 4,122.21
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	\$ 280.17
610.8016.5481.000	ALLIANT ENERGY	N 22nd St	\$ 113.47
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$ 32.41
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 276.89
999.1121.000	American Education Services	ACCOUNT #6481652230	\$ 64.41
001.1090.5331.000	ANIMAL RESCUE LEAGUE	Annual contract -animals within city limits	\$ 6,933.33

001.4040.5980.000	Arasu, Thirumalai Karthik	Summer blast camp	\$	485.00
001.1050.5565.000	Arnold Motor Supply	Fire 174 separator filter	\$	29.27
001.1050.5565.000	Arnold Motor Supply	FD Vehicle cabin air filter	\$	17.62
001.1050.5565.000	Arnold Motor Supply	FD vehicle cabin air filter	\$	17.62
110.2010.5565.000	Arnold Motor Supply	Batwing taper bearing cone/ cup	\$	17.56
110.2010.5600.000	Arnold Motor Supply	Street - hydraulic hose fittings	\$	(61.42)
110.2010.5600.000	Arnold Motor Supply	Street - hydraulic fittings	\$	60.19
110.2010.5600.000	Arnold Motor Supply	Street - hydraulic hose fittings	\$	120.38
110.2010.5600.000	Arnold Motor Supply	Street - hydraulic hose fittings	\$	161.66
110.2010.5600.000	Arnold Motor Supply	Street hydraulic hose fittings	\$	60.19
110.2010.5600.000	Arnold Motor Supply	Street - hydraulic hose fittings	\$	42.82
110.2010.5600.000	Arnold Motor Supply	Street dept paper towels	\$	96.73
110.2010.5600.000	Arnold Motor Supply	Street - stock items	\$	146.25
110.2010.5600.000	Arnold Motor Supply	Street lithium batteries	\$	13.31
690.8050.5565.000	Arnold Motor Supply	Transit air filter	\$	61.16
184.5030.5242.000	Arrowhead Homes LLC	Assistance	\$	384.00
001.1099.5342.000	B&G HVAC INC	Outside make up air unit controller	\$	2,798.66
610.8016.5600.000	BARCO MUNICIPAL PRODUCTS INC	Sewer dept spray paint, survey flags	\$	655.63
740.8065.5600.000	BARCO MUNICIPAL PRODUCTS INC	Sewer dept spray paint, survey flags	\$	437.09
184.5030.5242.000	Barnes, Lonnie	Assistance	\$	274.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time 20 hrs PD	\$	1,266.25
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup & recovery (PD)	\$	54.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$	79.34
001.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Microsoft Surface Pro 9 Tablet - 13"	\$	1,680.00
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time 10 hrs Library	\$	633.13
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$	108.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitorin/ management	\$	115.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	remote monitoring and management	\$	39.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring/ management	\$	40.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity Complete Advanced EDR	\$	184.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Standalone advanced SPAM/ virus emailing	\$	175.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring/ management	\$	165.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring/ management	\$	70.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring/ management	\$	125.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time 50 hrs GF	\$	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring/ management	\$	30.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring/ management	\$	400.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Aquatic remote monitoring/ management	\$	25.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring/ management	\$	10.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring/ management	\$	25.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring/ management	\$	30.00
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PW remote monitoring/ management	\$	80.00
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup & recovery (PW)	\$	18.00
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring/ management	\$	120.00
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup & recovery (PW)	\$	18.00
121.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring	\$	650.00
121.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring	\$	200.00
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam Backup & recovery (WPCP)	\$	18.00
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring/ management	\$	105.00
690.8050.5347.000	BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring/ management	\$	15.00
001.4040.5980.000	Best, Kylie	coliseum activities	\$	70.00
184.5030.5242.000	BJ&J LLC	Assistance	\$	243.00
184.5030.5242.000	BLOOD, ALEX	Assistance	\$	421.00
001.4030.5386.000	Bly, Josh	Parks and Sewer contract mowings	\$	2,610.00
740.8067.5386.000	Bly, Josh	Parks and Sewer contract mowings	\$	420.00
184.5030.5242.000	BOC Properties LLC	Assistance	\$	467.00
001.4030.5233.000	Bolton & Menk Inc	West End park Phase 2	\$	1,080.00
001.4030.5233.000	Bolton & Menk Inc	West End Park Design Phase II	\$	180.00
364.4030.5233.000	Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$	585.00
184.5030.5242.000	Borota, Kent	Assistance	\$	330.00
184.5030.5242.000	Borota, Kent	Assistance	\$	421.00
184.5030.5242.000	BRODIN, CHRIS	Assistance	\$	58.00
184.5030.5242.000	BROWN, LARRY & KAREN	Assistance	\$	316.00
184.5030.5242.000	Buchanan, Steven	Assistance	\$	252.00
184.5030.5242.000	Buckaroo LLC	Assistance	\$	446.00
184.5030.5242.000	Buckaroo LLC	Assistance	\$	491.00
110.2010.5342.000	CALHOUN-BURNS AND ASSOCIATES, INC	Extra Work \$5,200.00	\$	285.75
110.2010.5342.000	CALHOUN-BURNS AND ASSOCIATES, INC	2023 Bridge Inspections	\$	6,813.00

189.3040.5433.000	Carl, Nicholas	Lead hazard reduction program	\$	550.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$	110.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$	24.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$	58.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$	102.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$	108.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$	115.00
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	115.29
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	41.92
001.1070.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.1075.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.4010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	20.96
001.4030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.4040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.4045.5450.000	CENTURYLINK	ALL PHONE LINES	\$	20.96
001.4065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.6010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.6012.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.6020.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
001.6021.5450.000	CENTURYLINK	ALL PHONE LINES	\$	41.96
001.6025.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
110.2010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
110.2040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
110.2060.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
184.5030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	20.96
189.3040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
610.8015.5450.000	CENTURYLINK	ALL PHONE LINES	\$	31.44
610.8016.5450.000	CENTURYLINK	ALL PHONE LINES	\$	12.58
690.8050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
740.8065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	8.38
750.8070.5450.000	CENTURYLINK	ALL PHONE LINES	\$	10.48
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$	216.72
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	Street dept crushed rock	\$	3,504.20
001.1071.5980.000	Chatham Rentals LLC	refund on 9 S 7th Ave rental registration	\$	15.00
184.5030.5242.000	Chedester, James	Assistance	\$	400.00
156.1050.5718.000	Chymas Machine and Welding Shop Inc	FD fabricate dividers	\$	1,800.00
001.1010.5230.000	Ciox Health	PD consultation	\$	48.23
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	8.79
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	8.79
110.2010.5342.000	CITY LAUNDERING COMPANY	Street Dept. -comfort flow	\$	10.93
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
110.2010.5600.000	CITY LAUNDERING COMPANY	Street Dept. - supplies	\$	28.43
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	23.51
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
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	37.35
184.5030.5246.000	Clark, Nicolynne	Assistance	\$	68.00
184.5030.5242.000	CMHC Investments LLC	Assistance	\$	230.00
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
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	191.92
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	363.23
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	23.07
184.5030.5242.000	Colson, Mary	Assistance	\$	178.00
184.5030.5242.000	Colson, Mary	Assistance	\$	205.00
001.4010.5342.000	CONTINENTAL FIRE SPRINKLER CO	service call - Library faulty notifier	\$	288.60
610.8015.5600.000	CORE & MAIN LP	Dig. #1 heating lines flanged adapter	\$	206.75
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	188.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	425.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	208.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	437.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	270.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	421.00

184.5030.5242.000	Crestview Apts LLC	Assistance	\$	302.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	421.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	415.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	415.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	415.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	413.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	411.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	285.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	411.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	405.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	393.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	345.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	411.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	331.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	342.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$	324.00
121.2011.5617.000	CTI Ready Mix Inc	13th St District sidewalk	\$	500.75
140.4030.5611.000	CTI Ready Mix Inc	Elks Park concrete	\$	434.00
610.8016.5600.000	CTI Ready Mix Inc	Taft St sanitary manhole boxout replacement	\$	267.00
740.8065.5600.000	CTI Ready Mix Inc	1402 E Main St storm sewer repair	\$	267.00
740.8065.5600.000	CTI Ready Mix Inc	Lennox-E Main St storm sewer repairs	\$	434.00
690.8050.5565.000	CUMMINS Sales & Service	Bus 181 nitrogen oxide sensors	\$	954.76
690.8050.5565.000	CUMMINS Sales & Service	Transit 181 nitrogen oxide sensor	\$	(229.50)
184.5030.5242.000	D & D RENTALS INC	Assistance	\$	415.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$	70.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$	1,050.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$	421.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$	464.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$	422.00
610.8016.5600.000	Dakota Supply Group	Sewer man hole riser rings	\$	603.86
184.5030.5242.000	DATERS, TONI RAE	Assistance	\$	410.00
140.4030.5611.000	DIAMOND VOGEL INC	Parks - brown paint	\$	131.74
184.5030.5242.000	DOUBLE D ENTERPRISE	Assistance	\$	308.00
184.5030.5242.000	Douglas Terrace Apartments LLC	Assistance	\$	635.00
184.5030.5242.000	Douglas Terrace Apartments LLC	Assistance	\$	439.00
184.5030.5242.000	Ecklor, Shane	Assistance	\$	863.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$	259.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$	185.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$	169.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$	276.00
184.5030.5242.000	Engel, Drew	Assistance	\$	569.00
610.8015.5600.000	ENGINEERED EQUIPMENT SOLUTIONS INC	Diffuser Grease Pails	\$	328.00
610.8015.5718.000	ENGINEERED EQUIPMENT SOLUTIONS INC	SBR 1-2 Membrane Diffusers	\$	31,079.64
001.1010.5132.000	ENTENMANN ROVIN COMPANY	PD badges	\$	229.50
184.5030.5242.000	EPC LLC	Assistance	\$	304.00
184.5030.5242.000	EPC LLC	Assistance	\$	300.00
184.5030.5242.000	EPC LLC	Assistance	\$	103.00
184.5030.5242.000	EPC LLC	Assistance	\$	305.00
001.5040.5347.000	ESRI INC	2023/2024 ESRI Software Licenses	\$	385.00
110.2010.5347.000	ESRI INC	2023/2024 ESRI Software Licenses 11/1-10/31	\$	365.00
110.2060.5347.000	ESRI INC	2023/2024 ESRI Software Licenses 11/1-10/31	\$	3,300.00
610.8016.5347.000	ESRI INC	2023/2024 ESRI Software Licenses 11/1-10/31	\$	2,418.00
740.8065.5347.000	ESRI INC	2023/2024 ESRI Software Licenses 11/1-10/31	\$	1,612.00
184.5030.5242.000	ETTER, WILLIAM	Assistance	\$	582.00
184.5030.5242.000	EUBANKS, CHAD	Assistance	\$	262.00
001.2080.5410.000	FASTENAL COMPANY	Airport hanger 20 repairs	\$	95.08
001.1010.5132.000	First Interstate Bank	PATROL CLOTHING FOR LT HILLERS	\$	259.96
001.1010.5132.000	First Interstate Bank	HOLSTERS FOR NEW OFFICERS	\$	525.95
001.1010.5132.000	First Interstate Bank	HANDGUN LIGHTS FOR NEW OFFICERS	\$	587.96
001.1010.5132.000	First Interstate Bank	HOLSTERS FOR NEW OFFICERS	\$	385.53
001.1010.5132.000	First Interstate Bank	RANK BARS	\$	35.50
001.1010.5132.000	First Interstate Bank	SHIPPING REFUND AMAZON ORDER	\$	(6.99)
001.1010.5132.000	First Interstate Bank	PATROL CLOTHING	\$	87.30
001.1010.5132.000	First Interstate Bank	RANK BARS	\$	13.44
001.1010.5132.000	First Interstate Bank	BOOTS FOR DETECTIVE	\$	119.00
001.1010.5210.000	First Interstate Bank	PAID ADVERTISING	\$	10.00
001.1010.5210.000	First Interstate Bank	PAID ADVERTISING	\$	10.00
001.1010.5210.000	First Interstate Bank	PAID ADVERTISING	\$	15.00

001.1010.5210.000	First Interstate Bank	PAID ADVERTISING	\$ 25.00
001.1010.5210.000	First Interstate Bank	PAID ADVERTISING	\$ 15.00
001.1010.5210.000	First Interstate Bank	PAID ADVERTISING	\$ 10.00
001.1010.5230.000	First Interstate Bank	REFUND FOR REPAIR	\$ (35.00)
001.1010.5230.000	First Interstate Bank	INTEL REQUESTS	\$ 75.00
001.1010.5230.000	First Interstate Bank	GOTO MEETING	\$ 16.00
001.1010.5360.000	First Interstate Bank	POSTAGE	\$ 19.99
001.1010.5360.000	First Interstate Bank	SHIPPING	\$ 82.80
001.1010.5360.000	First Interstate Bank	POSTAGE	\$ 5.94
001.1010.5370.000	First Interstate Bank	BUSINESS CARDS	\$ 42.99
001.1010.5460.000	First Interstate Bank	TRAINING FOR CHIEF & CPT JONES	\$ 70.00
001.1010.5460.000	First Interstate Bank	TRAINING REGISTRATION FEE	\$ 724.00
001.1010.5460.000	First Interstate Bank	TRAINING REGISTRATION FEE	\$ 75.00
001.1010.5460.000	First Interstate Bank	TRAINING REGISTRATION FEE	\$ 75.00
001.1010.5464.000	First Interstate Bank	MEALS DURING TRAINING	\$ 13.54
001.1010.5464.000	First Interstate Bank	MEALS DURING TRAINING	\$ 9.94
001.1010.5465.000	First Interstate Bank	LODGING FOR OFC ALLEN TRAINING	\$ 699.45
001.1010.5471.000	First Interstate Bank	BOOKS FOR TRAINING	\$ 164.60
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$ 50.63
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$ 44.15
001.1010.5600.000	First Interstate Bank	CALENDAR FOR DET TUTTLE	\$ 24.94
001.1010.5600.000	First Interstate Bank	DRAWER ORGANIZER FOR PATROL	\$ 18.88
001.1010.5600.000	First Interstate Bank	LIGHTERS	\$ 12.99
001.1010.5600.000	First Interstate Bank	JANITOR SUPPLIES-FLOOR CLEANER	\$ 27.36
001.1010.5600.000	First Interstate Bank	FLOOR CLEANER/TOWEL ROLLS	\$ 233.94
001.1010.5600.000	First Interstate Bank	FLOOR CLEANER/KLEENEX	\$ 114.60
001.1010.5600.000	First Interstate Bank	JANITOR SUPPLIES-CAN LINERS	\$ 123.98
001.1010.5600.000	First Interstate Bank	CRIME SCENE TECH SUPPLIES	\$ 159.38
001.1010.5605.000	First Interstate Bank	OFFICE SUPPLIES-DRY ERASE BOARD	\$ 68.19
001.1010.5605.000	First Interstate Bank	DESK ACCESORY HOLDER	\$ 17.65
001.1010.5605.000	First Interstate Bank	DRY ERASE BOARD	\$ 60.99
001.1010.5605.000	First Interstate Bank	COPY PAPER/STAPLE REMOVERS	\$ 234.52
001.1010.5605.000	First Interstate Bank	OFFICE SUPPLIES-WHITE OUT	\$ 24.03
001.1010.5703.000	First Interstate Bank	COVER FOR COMPUTER	\$ 79.15
001.1010.5703.000	First Interstate Bank	KEYBOARD	\$ 50.00
001.1010.5703.000	First Interstate Bank	KEYBOARD	\$ 34.88
001.1010.5718.000	First Interstate Bank	GOOGLE PIXEL FOR PATROL	\$ 241.35
001.1010.5718.000	First Interstate Bank	GOOGLE PIXEL AND CASE FOR PATROL	\$ 267.64
001.1010.5718.000	First Interstate Bank	GOOGLE PIXEL REFUND	\$ (241.35)
001.1010.5718.000	First Interstate Bank	GOOGLE PIXEL FOR PATROL	\$ 223.34
001.1030.5600.000	First Interstate Bank	tornado siren battery	\$ 139.99
001.1050.5347.000	First Interstate Bank	Smartdraw Software subscription	\$ 126.56
001.1050.5565.000	First Interstate Bank	Waterax gasket clacker	\$ 86.70
001.1050.5600.000	First Interstate Bank	Amazon battery for EMS equipment	\$ 25.98
001.1050.5600.000	First Interstate Bank	Amazon car phone charger	\$ (6.99)
001.1050.5600.000	First Interstate Bank	Amazon- car cup holder, laptop charger, 65W charge	\$ 71.94
001.1050.5600.000	First Interstate Bank	Amazon- batteries	\$ 33.07
001.1050.5600.000	First Interstate Bank	KWIK Star - ice	\$ 4.98
001.1050.5600.000	First Interstate Bank	Menards - 100' foot	\$ 49.49
001.1050.5718.000	First Interstate Bank	Amazon DeWalt work light	\$ 188.09
001.1071.5360.000	First Interstate Bank	Rental Inspection stamps	\$ 264.00
001.1071.5450.000	First Interstate Bank	Verizon June 14 - July 13	\$ 10.67
001.1075.5360.000	First Interstate Bank	Endicia postage	\$ 300.00
001.1075.5450.000	First Interstate Bank	Verizon June 14 - July 13	\$ 21.33
001.6012.5475.000	First Interstate Bank	Allegiant Air- recruiting City Administrator	\$ 467.00
001.2080.5410.000	First Interstate Bank	repairs underground electrical utilities	\$ 60.82
001.4010.5410.000	First Interstate Bank	light bulbs Library	\$ 29.96
001.4010.5450.000	First Interstate Bank	bookmobile phone	\$ 51.41
001.4010.5450.000	First Interstate Bank	internet	\$ 135.14
001.4010.5450.000	First Interstate Bank	AT&T charges	\$ 33.52
001.4010.5600.000	First Interstate Bank	operating supplies - sink strainers	\$ 7.78
001.4010.5600.000	First Interstate Bank	operating supplies - clear book totes	\$ 13.81
001.4010.5600.000	First Interstate Bank	operating supplies - replacement DVD player	\$ 39.88
001.4010.5600.000	First Interstate Bank	operating supplies - portable camping fan	\$ 119.99
001.4010.5600.000	First Interstate Bank	tissue, glass cleaner, swiffer refill	\$ 84.09
001.4010.5601.000	First Interstate Bank	program supplies - dinosaur figure toys	\$ 9.99
001.4010.5601.000	First Interstate Bank	insect program supplies	\$ 126.90
001.4010.5601.000	First Interstate Bank	program supplies - legos	\$ 4.68

001.4010.5601.000	First Interstate Bank	program supplies - building toys	\$	231.04
001.4010.5601.000	First Interstate Bank	program supply - popcorn for monthly movie	\$	39.99
001.4010.5605.000	First Interstate Bank	office supplies- monthly planner	\$	9.99
001.4010.5605.000	First Interstate Bank	office supplies - calculator	\$	7.99
001.4010.5732.000	First Interstate Bank	adult fiction book(s)	\$	55.82
001.4010.5732.000	First Interstate Bank	adult fiction book(s)	\$	86.15
001.4010.5732.000	First Interstate Bank	adult fiction book(s)	\$	8.61
001.4010.5732.000	First Interstate Bank	juvenile books	\$	25.55
001.4010.5732.000	First Interstate Bank	juvenile books	\$	21.60
001.4010.5732.000	First Interstate Bank	juvenile books	\$	7.65
001.4010.5732.000	First Interstate Bank	juvenile books	\$	12.75
001.4010.5732.000	First Interstate Bank	juvenile books	\$	75.95
001.4010.5732.000	First Interstate Bank	juvenile books	\$	38.59
001.4010.5732.000	First Interstate Bank	juvenile books	\$	45.00
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	33.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	13.63
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	17.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	7.79
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	23.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	34.38
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	7.73
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	30.48
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	14.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	7.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	7.95
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	17.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	11.67
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	9.70
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	25.00
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	8.78
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	42.47
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	15.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	14.16
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	17.98
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	9.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	9.79
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	18.84
001.4010.5980.000	First Interstate Bank	refund of sales tax	\$	(7.82)
001.4030.5132.000	First Interstate Bank	Clothing Allowance	\$	83.99
001.4030.5360.000	First Interstate Bank	Postage	\$	126.00
001.4030.5410.000	First Interstate Bank	Riverview Park waterline repairs	\$	49.03
001.4030.5410.000	First Interstate Bank	Riverview Park waterline repairs	\$	(24.16)
001.4030.5565.000	First Interstate Bank	Vehicle Maintenance - Tires	\$	90.00
001.4030.5570.000	First Interstate Bank	small engine fuel	\$	150.00
001.4030.5611.000	First Interstate Bank	Lock & Key replacement	\$	84.00
001.4030.5718.000	First Interstate Bank	vacuum	\$	18.00
001.4040.5360.000	First Interstate Bank	Postage	\$	126.00
001.4041.5357.000	First Interstate Bank	Admission - Day Camp	\$	24.00
001.4041.5357.000	First Interstate Bank	Admission - Day Camp	\$	63.00
001.4041.5357.000	First Interstate Bank	Admission - Day Camp	\$	505.50
001.4041.5357.000	First Interstate Bank	Admission - Day Camp	\$	236.00
001.4041.5357.000	First Interstate Bank	Admission - Day Camp	\$	954.50
001.4041.5357.000	First Interstate Bank	Admission - Day Camp	\$	3,567.29
001.4041.5601.000	First Interstate Bank	Program activity supplies	\$	32.49
001.4041.5601.000	First Interstate Bank	Program activity supplies	\$	551.84
001.4041.5601.000	First Interstate Bank	Program activity supplies	\$	398.95
001.4041.5601.000	First Interstate Bank	Program activity supplies	\$	138.82
001.4041.5601.000	First Interstate Bank	Program activity supplies	\$	517.50
001.4045.5251.000	First Interstate Bank	License fee- Aquatic center music	\$	438.20
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$	14.98
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$	116.80
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$	415.01
001.4065.5410.000	First Interstate Bank	vacuum cord replacement	\$	2.29
001.5010.5600.000	First Interstate Bank	padlocks outlets 13th St light poles	\$	156.00
001.5040.5210.000	First Interstate Bank	Clerk TR ad - rezoning request	\$	18.00
001.6012.5475.000	First Interstate Bank	Tremont on Main - hotel stay	\$	144.48
001.6020.5210.000	First Interstate Bank	Clerk TR ad- amend fire code	\$	44.28
001.6020.5210.000	First Interstate Bank	Clerk TR ad- 5/31 Monthly fund	\$	11.00

001.6020.5210.000	First Interstate Bank	Clerk TR ad- 4/30 monthly fund	\$ 11.00
001.6020.5210.000	First Interstate Bank	Clerk TR ad - storm water billing	\$ 32.25
001.6020.5210.000	First Interstate Bank	Clerk TR ad - 6/26 council proceedings	\$ 264.50
001.6020.5210.000	First Interstate Bank	Clerk TR ad - 6/29 council proceedings	\$ 27.00
001.6020.5210.000	First Interstate Bank	Clerk TR ad - ord 15062 amend - alcohol	\$ 13.68
001.6020.5210.000	First Interstate Bank	Clerk TR ad - amend ord 15063 offenses	\$ 51.68
001.6020.5210.000	First Interstate Bank	Times Republican ad rezoning request	\$ 16.50
001.6021.5360.000	First Interstate Bank	6 rolls of stamps	\$ 396.00
001.6021.5702.000	First Interstate Bank	Staples portable scanner - Vanessa	\$ 149.99
001.6025.5280.000	First Interstate Bank	SHRM membership	\$ 244.00
001.6050.5410.000	First Interstate Bank	light bulbs Cityhall	\$ 29.96
001.6050.5410.000	First Interstate Bank	spare cord end for stock	\$ 2.29
001.6050.5600.000	First Interstate Bank	custodial cleaning supplies	\$ 39.97
110.2010.5450.000	First Interstate Bank	Street iPads- sign and mechanical shop	\$ 82.54
110.2010.5450.000	First Interstate Bank	Street cell service	\$ 51.67
110.2010.5565.000	First Interstate Bank	oil drain plug	\$ 19.95
110.2010.5565.000	First Interstate Bank	bearings for wheels-DuraPatch machine #58	\$ 525.83
110.2010.5570.000	First Interstate Bank	small engine gas	\$ 128.74
110.2010.5600.000	First Interstate Bank	lens cleaning wipes	\$ 37.99
110.2010.5605.000	First Interstate Bank	black pens	\$ 17.00
110.2010.5718.000	First Interstate Bank	heavy duty clevis hooks	\$ 89.98
110.2010.5718.000	First Interstate Bank	vacuum	\$ 72.00
110.2030.5410.000	First Interstate Bank	light bulbs/elect cord-Viaduct	\$ 100.48
110.2030.5410.000	First Interstate Bank	light bulbs/elect cord-Viaduct	\$ (59.98)
110.2040.5410.000	First Interstate Bank	pull rope for installs	\$ 54.60
110.2040.5410.000	First Interstate Bank	Paint/ materials Utility	\$ 17.60
110.2040.5450.000	First Interstate Bank	Electrical inspection cell phone	\$ 61.84
110.2060.5360.000	First Interstate Bank	Engineering RUT stamps	\$ 66.00
110.2060.5450.000	First Interstate Bank	Engineering-GPS, cell phones, JetPak	\$ 172.22
140.4030.5450.000	First Interstate Bank	Communication-Internet	\$ 149.95
140.4030.5611.000	First Interstate Bank	Bldg/Grnd Maintenance - Chair Rack	\$ 370.45
140.4030.5611.000	First Interstate Bank	Bldg/Grnd Maintenance - Concrete	\$ 23.09
140.4030.5611.000	First Interstate Bank	Disc Golf Locks	\$ 468.00
142.4030.5611.000	First Interstate Bank	Ground Maintenance - MSA Dry Line Marker	\$ 263.99
153.1010.5321.000	First Interstate Bank	LEASH FOR K9 TIMBER	\$ 17.70
153.1010.5321.000	First Interstate Bank	K9 pick up travel meals	\$ 33.55
170.4010.5450.000	First Interstate Bank	Hotspots for library	\$ 400.10
170.4010.5601.000	First Interstate Bank	Small Talk program supplies	\$ 83.20
170.4010.5732.000	First Interstate Bank	adult non-fiction book	\$ 29.00
184.5030.5360.000	First Interstate Bank	Endicia postage	\$ 300.00
184.5030.5360.000	First Interstate Bank	Endicia online fee	\$ 9.95
184.5030.5450.000	First Interstate Bank	Verizon June 14 - July 13	\$ 90.14
610.8015.5132.000	First Interstate Bank	EMPLOYEE CLOTHING ALLOWANCE	\$ 240.00
610.8015.5132.000	First Interstate Bank	LAB COATS	\$ 135.50
610.8015.5251.000	First Interstate Bank	NPDES WW PERMIT FEE FY23/24	\$ 1,308.41
610.8015.5360.000	First Interstate Bank	SHIP SAMPLE TO KEYSTONE	\$ 12.60
610.8015.5410.000	First Interstate Bank	HYDRAULIC HOSE LABOR	\$ 52.00
610.8015.5410.000	First Interstate Bank	TIRE REPAIR	\$ 20.00
610.8015.5450.000	First Interstate Bank	AUGUST 2023 MEDIACOM ONLINE	\$ 75.00
610.8015.5600.000	First Interstate Bank	UPS BATTERY BACKUPS SCADA	\$ 433.12
610.8015.5600.000	First Interstate Bank	JACK STANDS	\$ 67.99
610.8015.5600.000	First Interstate Bank	WIRE BRAIDED HOSE, HOSE SUPP.	\$ 354.22
610.8015.5600.000	First Interstate Bank	WATER PRESS. REDUCER,SAFETY SIGN	\$ 295.56
610.8015.5600.000	First Interstate Bank	RUBBER EXHAUST HOSE	\$ 287.64
610.8015.5600.000	First Interstate Bank	FIRE HOSE ADAPTER	\$ 21.09
610.8015.5600.000	First Interstate Bank	SELENOID VALVE COIL	\$ 155.25
610.8015.5600.000	First Interstate Bank	PLUMBING SUPPLIES	\$ 13.29
610.8015.5600.000	First Interstate Bank	VACUUM, MICROWAVE	\$ 109.81
610.8015.5600.000	First Interstate Bank	BELTS FOR GAS COMPRESSORS	\$ 243.60
610.8015.5603.000	First Interstate Bank	LAB TIMER SWITCH, BATTERIES	\$ 26.43
610.8015.5603.000	First Interstate Bank	LAB CHAIN OF CUSTODY FORMS	\$ 171.95
610.8015.5603.000	First Interstate Bank	KJELDAHL REAGENT, COND. STDRD	\$ 252.40
610.8015.5605.000	First Interstate Bank	WPCP OFFICE SUPPLIES	\$ 32.10
610.8015.5605.000	First Interstate Bank	WPCP OFFICE SUPPLIES	\$ 18.77
610.8015.5605.000	First Interstate Bank	WPCP OFFICE SUPPLIES	\$ 119.97
610.8015.5612.000	First Interstate Bank	WIRELESS MOUSE	\$ 26.29
610.8015.5718.000	First Interstate Bank	LOW PROFILE SERVICE JACK	\$ 339.99
610.8016.5450.000	First Interstate Bank	WPCP operator line, cell phone	\$ 104.68

610.8016.5450.000	First Interstate Bank	Sewer JetPak, iPad, laptop,GPS Services	\$ 49.52
610.8016.5450.000	First Interstate Bank	Sewer dept cell service	\$ 24.91
610.8016.5600.000	First Interstate Bank	Sewer dept keyboards	\$ 84.20
610.8016.5718.000	First Interstate Bank	vacuum	\$ 17.99
690.8050.5342.000	First Interstate Bank	Transit GPS	\$ 252.00
690.8050.5342.000	First Interstate Bank	Transit GPS	\$ 252.00
690.8050.5718.000	First Interstate Bank	vacuum	\$ 72.00
690.8050.5718.000	First Interstate Bank	compact brushless drill/driver kit	\$ 199.00
740.8065.5360.000	First Interstate Bank	Storm Water stamps	\$ 66.00
740.8065.5450.000	First Interstate Bank	Sewer JetPak, iPad, laptop,GPS Services	\$ 33.02
740.8065.5450.000	First Interstate Bank	Sewer dept cell service	\$ 16.60
740.8065.5600.000	First Interstate Bank	Sewer dept keyboards	\$ 56.13
750.8070.5410.000	First Interstate Bank	toilet flap	\$ 6.98
750.8070.5410.000	First Interstate Bank	Compost bldg toilet repairs	\$ 8.98
760.8080.5608.000	First Interstate Bank	Product for Resale	\$ 22.90
760.8080.5608.000	First Interstate Bank	Resale Supplies - pool	\$ 25.19
760.8080.5608.000	First Interstate Bank	Resale Supplies - pool	\$ 18.80
760.8080.5608.000	First Interstate Bank	Resale Supplies - pool	\$ 846.00
760.8080.5608.000	First Interstate Bank	Resale Supplies - pool	\$ 428.45
760.8080.5608.000	First Interstate Bank	Resale Supplies - pool	\$ 845.50
999.1161.000	First Interstate Bank	POSSIBLE FRAUD	\$ 70.82
999.1161.000	First Interstate Bank	POSSIBLE FRAUD	\$ 26.74
999.1161.000	First Interstate Bank	POSSIBLE FRAUD	\$ 32.04
001.1010.5450.000	FIRSTNET-AT&T Mobility	PD cellphones	\$ 822.97
001.1010.5451.000	FIRSTNET-AT&T Mobility	PD iPads, hotspots, car computers	\$ 247.62
001.1050.5450.000	FIRSTNET-AT&T Mobility	Fire dept wireless services	\$ 572.63
001.4060.5331.000	Fisher Governor Foundation	Property taxes levied for Civic Center	\$ 8,333.33
121.5020.5230.000	Foth Infrastructure & Environment LLC	Site Cerification studies 10 acres N of 18th/Mario	\$ 4,975.00
184.5030.5242.000	FRESE PROPERTIES LLC	Assistance	\$ 270.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Assistance	\$ 62.00
001.1010.5132.000	GALLS LLC	PD Employee boots	\$ 204.00
001.1010.5132.000	GALLS LLC	PD Employee boots	\$ 136.85
001.1010.5132.000	GALLS LLC	PD employee clip keys	\$ 16.66
999.1166.000	Garrett, Mike	parking ticket overpayment	\$ 25.00
690.8050.5565.000	GILLIG LLC	Transit 131 heater pipe insulation	\$ 18.84
690.8050.5565.000	GILLIG LLC	Transit 131 coolan pipes, and pump assy	\$ 321.45
001.4030.5215.000	Globalpayments	Park & Rec credit card fee	\$ 1,205.31
184.5030.5242.000	Gonzales, Gilbert	Assistance	\$ 281.00
184.5030.5242.000	Gorrell, Joseph	Assistance	\$ 381.00
184.5030.5242.000	GRAY, DENNIS	Assistance	\$ 186.00
184.5030.5242.000	GRAY, DENNIS	Assistance	\$ 421.00
184.5030.5242.000	GRAY, DENNIS	Assistance	\$ 787.00
184.5030.5242.000	Gutierrez, Humberto Fabian	Assistance	\$ 233.00
184.5030.5242.000	Gutierrez, Humberto Fabian	Assistance	\$ 386.00
184.5030.5242.000	HALA, JANET	Assistance	\$ 70.00
184.5030.5242.000	HALA, JANET	Assistance	\$ 797.00
184.5030.5242.000	HALA, JANET	Assistance	\$ 140.00
184.5030.5242.000	HALA, JANET	Assistance	\$ 256.00
184.5030.5242.000	HALA, JANET	Assistance	\$ 54.00
184.5030.5242.000	HALA, JANET	Assistance	\$ 254.00
184.5030.5242.000	HARRIS, TOM	Assistance	\$ 317.00
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	September insurance premium	\$ 5,949.01
913.1013.5337.000	HARTFORD- PRIORITY ACCTS	September insurance premium	\$ 387.26
184.5030.5242.000	HATCH, Roger	Assistance	\$ 201.00
184.5030.5242.000	HATCH, Roger	Assistance	\$ 299.00
184.5030.5242.000	HATCH, Roger	Assistance	\$ 373.00
184.5030.5242.000	HATCH, Roger	Assistance	\$ 1,050.00
110.2010.5600.000	HAWKEYE TRUCK EQUIPMENT INC	greasable tailgate pin	\$ 169.39
110.2050.5565.000	HAWKEYE TRUCK EQUIPMENT INC	Street push arm for wing snow plow	\$ 235.49
884.7010.5339.000	Health Partners	Health correction .20 cents	\$ 0.20
884.7010.5339.000	Health Partners	claims 7/27-8/02	\$ 42,071.67
884.7010.5339.000	Health Partners	claims 7/27-8/02	\$ 3,328.40
884.7010.5339.000	Health Partners	claims 08/03-08/09	\$ 3,552.28
884.7010.5339.000	Health Partners	claims 8/03-8/09	\$ 44,688.96
884.7010.5339.000	Health Partners	claims 8/10-8/16	\$ 2,594.00
884.7010.5339.000	Health Partners	claims 8/10-8/16	\$ 50,221.12
001.1010.5132.000	HILLERS, CHAD A	PD Employee clothing	\$ 51.36
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$ 163.00

184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	217.00
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	162.00
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	96.00
184.5030.5242.000	Hinmon, Linda	Assistance	\$	260.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	315.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	353.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	549.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	392.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	273.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	387.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	266.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	220.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	247.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	247.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	245.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	229.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	197.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	109.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	102.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	100.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	65.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	255.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	174.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	439.00
184.5030.5242.000	HOWARD, JAMMIE	Assistance	\$	206.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Assistance	\$	172.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Assistance	\$	226.00
881.1010.5339.000	Hunter Lane LLC	paid medical claims	\$	148.46
881.1010.5339.000	Hunter Lane LLC	paid medical claims 8/16-8/31	\$	29.13
881.1050.5339.000	Hunter Lane LLC	paid medical claims	\$	480.59
881.1050.5339.000	Hunter Lane LLC	paid medical claims	\$	634.59
184.5030.5242.000	Ibarra-Ledezma, Ramon	Assistance	\$	692.00
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
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	735.72
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
001.6020.5280.000	IMFOA	Certification for Municipal Professionals	\$	125.00
189.3040.5342.000	Impact 7G Inc	Program Management	\$	3,230.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA & HHA	\$	7,900.00
999.1111.000	IMWCA	Works comp installments	\$	13,984.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	14,460.91
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	29,513.66
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,550.32
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	28,562.64
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,385.16
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	9,333.62
110.2010.5565.000	Interstate Batteries of Upper Iowa	Street, PD 517, Engineering batteries	\$	77.10
110.2010.5565.000	Interstate Batteries of Upper Iowa	core deposit	\$	32.00
110.2010.5565.000	Interstate Batteries of Upper Iowa	Street, PD 517, Engineering batteries	\$	149.95
110.2010.5565.000	Interstate Batteries of Upper Iowa	Street dept batteries	\$	249.95
110.2060.5565.000	Interstate Batteries of Upper Iowa	Street, PD 517, Engineering batteries	\$	216.95
760.8080.5251.000	IOWA DEPT OF INSPECTIONS & APPEALS	renewal app for food service license	\$	150.00
001.1050.5342.000	Iowa Inspections	August Commercial Business inspections	\$	7,000.00
110.2040.5230.000	IOWA ONE CALL	Utility Div. IA One Call charges	\$	45.00
610.8016.5230.000	IOWA ONE CALL	July Sewer dept services	\$	267.18
740.8065.5230.000	IOWA ONE CALL	July Sewer dept services	\$	178.12
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	32,830.70
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	166.23
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	6,910.42
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	32,686.39

999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 166.23
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 7,361.04
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 7,040.84
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$ 0.14
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 32,330.71
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 166.23
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage	\$ 164.32
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 178.00
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 372.00
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 397.00
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 421.00
130.1010.5260.000	JENSEN INC	PD Ford Edge hood repairs	\$ 1,006.03
999.1166.000	Jermiya, Idris Jesewa	parking duplicate payment	\$ 60.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 623.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 599.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 378.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 359.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 254.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 172.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 262.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 291.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 299.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 225.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 303.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 219.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 304.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 195.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 329.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 566.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 419.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 392.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 374.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 276.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 345.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 362.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 77.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 100.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 116.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 157.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 72.00
133.4065.5342.000	K&W Electric Inc	COL22001 Col Generator	\$ 111,102.50
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 975.00
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 455.00
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 941.00
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 500.00
610.8015.5980.000	Kinnetz, Courtney	Sewer refund 2023 - pool	\$ 38.82
184.5030.5242.000	Klinefelter, Richard J	Assistance	\$ 450.00
001.4030.5344.000	KOCH Office Group	copies	\$ 4.79
110.2010.5344.000	KOCH Office Group	copies	\$ 23.92
610.8016.5344.000	KOCH Office Group	copies	\$ 11.96
740.8065.5344.000	KOCH Office Group	copies	\$ 7.18
184.5030.5242.000	KRAMER, Marsha	Assistance	\$ 138.00
610.8015.5980.000	Ladehoff, Mike	Sewer refund 2023- correcting pool/ pond size	\$ 46.18
001.1010.5359.000	LARRYS TOWING & TIRE SERVICE	PD 504 towed	\$ 100.00
184.5030.5242.000	LAWSON, RODNEY W	Assistance	\$ 93.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	\$ 184.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	\$ 1,030.00
001.1050.5344.000	Locality Media Inc	First Due Contract Maintenance Renew 9/9/23-9/8/24	\$ 15,907.50
363.2010.5600.000	LOGAN CONTRACTORS SUPPLY INC	Street - rebar	\$ 398.82
184.5030.5242.000	Lopez, Jaime	Assistance	\$ 421.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 386.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 264.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 306.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 336.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 506.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 435.00
184.5030.5242.000	Mansager, Cynthia	Assistance	\$ 370.00
184.5030.5242.000	Manship, Wyatt	Assistance	\$ 804.00

001.6070.5342.000	Marco Holdings LLC	DID port from CenturyLink to Granite	\$ 450.00
184.5030.5242.000	Marion Manor 2	Assistance	\$ 247.00
001.6040.5331.000	MARSHALL COUNTY AUDITOR	prosecution of traffic/ simple misdemeanor offense	\$ 5,000.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 164.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 149.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 57.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 176.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 207.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 297.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 773.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 626.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 564.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 527.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 211.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 336.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 257.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 286.00
001.2090.5220.000	MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$ 266.95
001.4065.5483.000	MARSHALLTOWN WATER WORKS	Coliseum water 6/26-8/21	\$ 79.20
001.4065.5488.000	MARSHALLTOWN WATER WORKS	Coliseum sewer 6/26-8/21	\$ 86.14
610.8015.5220.000	MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 8,095.43
610.8015.5980.000	MARSHALLTOWN WATER WORKS	714 N 5th Ave sanitary sewer pipe break	\$ 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	\$ 538.06
999.1166.000	Martinez, Adrian Ivan	parking ticket duplicate payment	\$ 25.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 527 tire repair	\$ 35.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 504 tires	\$ 157.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD Chevy tire rejoin	\$ 35.00
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 504 tires	\$ 315.90
001.1099.5450.000	MEDIACOM	Police and Fire internet	\$ 466.53
110.2010.5251.000	Meling, Bradley	class A CDL	\$ 64.00
001.1050.5600.000	MENARDS	FD Dawn soap	\$ 8.98
001.4030.5611.000	MENARDS	Elks basketball drillbits, concrete forming	\$ 99.86
001.6050.4879.000	MENARDS	refund check 63141 12640	\$ (8.30)
001.6050.5600.000	MENARDS	Wasp/bug spray all bldgs/signals/ lights	\$ 5.49
110.2010.5565.000	MENARDS	Street - trailer wheel	\$ 99.98
110.2010.5600.000	MENARDS	4x4 strong back coupling	\$ 32.78
110.2010.5600.000	MENARDS	Street 38- drum spindle and refill	\$ 7.98
110.2010.5600.000	MENARDS	Street - penetrating catalyst	\$ 27.99
110.2030.5600.000	MENARDS	Wasp/bug spray all bldgs/signals/ lights	\$ 5.34
110.2040.5600.000	MENARDS	Wasp/bug spray all bldgs/signals/ lights	\$ 5.34
140.4030.5410.000	MENARDS	Anson sidewalks forming stakes, rebar, studs	\$ 131.58
363.2010.5718.000	MENARDS	Street - hammer, angle grinder, diamond cup wheels	\$ 238.92
610.8016.5600.000	MENARDS	Sewer dept Tapcon, drill bit, impact tool kit	\$ 80.97
610.8016.5600.000	MENARDS	35" pickup and reach tool	\$ 23.38
740.8065.5600.000	MENARDS	Sewer dept Tapcon, drill bit, impact tool kit	\$ 53.98
740.8065.5600.000	MENARDS	35" pickup and reach tool	\$ 15.59
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - nitric acid	\$ 753.54
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - potassium phosphate	\$ 86.83
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - cylinders	\$ 338.00
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - potassium phosphate	\$ 87.40
001.1099.5342.000	MIDWEST AUTOMATIC FIRE SPRINKLER CO	Annual fire sprinkler inspection PSB/ PD&FD	\$ 248.70
121.2011.5617.000	Midwest Foundation Repair	13th St Sidewalk Raising - foam lifting	\$ 21,101.16
001.1010.5410.000	MIDWEST RADAR & EQUIPMENT	PD vehicle radar services	\$ 480.00
001.1099.5342.000	Milestone Outdoor Co	Police and Fire bldg lawn care	\$ 1,092.00
110.2040.5410.000	MOBOTREX INC	New traffic signal arm for S.6th Ave & IA Ave. W.	\$ 223.00
184.5030.5242.000	Moore, Michelle	Assistance	\$ 372.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 234.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 268.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 222.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 291.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 257.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 254.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 291.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 280.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 292.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 82.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 161.00

184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 187.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 283.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 200.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 194.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 358.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 320.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 318.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 313.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 208.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 221.00
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,956.87
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,335.19
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,963.14
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,590.58
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 31,571.56
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,080.65
616.8016.5348.000	MUNICIPAL PIPE TOOL CO LLC	SAN21001 2020 Sanitary Sewer CIPP	\$ 236,057.99
616.8016.5348.000	MUNICIPAL PIPE TOOL CO LLC	Increase	\$ 6,470.43
001.4030.5565.000	NAPA AUTO PARTS	Parks battey and deposit	\$ 58.79
690.8050.5565.000	NAPA AUTO PARTS	Transit core credit	\$ (18.00)
184.5030.5242.000	Nelson, LaNeal	Assistance	\$ 266.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Assistance	\$ 184.00
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$ 1,083.35
110.2010.5600.000	NORTHERN TOOL & EQUIPMENT CO	packout 3-drawer tool box	\$ 164.00
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	WPCP & YMCA LS generator fuel	\$ 2,173.44
610.8016.5615.000	NUTRIEN AG SOLUTIONS INC	WPCP & YMCA LS generator fuel	\$ 679.23
881.1010.5339.000	Occupational Medicine Plus PC	paid medical claim	\$ 132.00
881.1010.5339.000	Occupational Medicine Plus PC	paid medical claim	\$ 132.00
881.1010.5339.000	Occupational Medicine Plus PC	paid medical claim	\$ 254.00
184.5030.5242.000	OETKER, DEBRA	Assistance	\$ 79.00
184.5030.5242.000	OETKER, DEBRA	Assistance	\$ 216.00
189.3040.5433.000	Oleksandr, Reznik	Lead hazard reduction program	\$ 550.00
001.6012.5342.000	ONE SOURCE-THE BACKGROUND CHECK CO	credit employment report	\$ 10.00
184.5030.5242.000	PALISADE HOLDING CO	Assistance	\$ 264.00
184.5030.5242.000	PALISADE HOLDING CO	Assistance	\$ 207.00
Payroll	Payroll	Payroll #18	\$ 337,871.25
184.5030.5242.000	Pebworth Homes LLC	Assistance	\$ 231.00
153.1010.5321.000	Performance Kennels Inc	training vest	\$ 50.00
184.5030.5242.000	Pilot Creek Properties	Assistance	\$ 165.00
184.5030.5242.000	Pizano-Cisneros, Angel	Assistance	\$ 348.00
001.1075.5263.000	Plaehn, Zachary	Nuisance mowings 501 N 1st Ave, 1610 Edler Dr	\$ 270.00
355.1075.5342.000	Plaehn, Zachary	Junk removal @ 20 E Main St	\$ 4,850.00
184.5030.5242.000	Plymat Jr , William	Assistance	\$ 646.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 212.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 228.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 323.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 334.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 369.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 392.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$ 594.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	Housing contract and copies	\$ 59.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$ 765.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$ 109.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$ 220.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$ 720.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$ 439.00
184.5030.5242.000	Pyramind Property Solutions Inc	Assistance	\$ 327.00
184.5030.5242.000	Pyramind Property Solutions Inc	Assistance	\$ 284.00
610.8015.5980.000	Quigley, Danessa	Sewer refund 2023 - water pipe break	\$ 353.25
184.5030.5242.000	R & A RENTAL PROPERTIES LLC	Assistance	\$ 25.00
184.5030.5242.000	R & A RENTAL PROPERTIES LLC	Assistance	\$ 521.00
001.1010.5718.000	RACOM CORPORATION	PD speaker mic, emergency button, earpiece	\$ 271.00
184.5030.5242.000	Ramirez, Sergio Rios	Assistance	\$ 388.00
184.5030.5246.000	Ramirez, Valeria	Assistance	\$ 11.00
001.1050.5413.000	Rasmusson Service Center	Fire 170 A/C repairs	\$ 690.00
001.1050.5413.000	Rasmusson Service Center	Fire 170 A/C repairs	\$ 34.50
184.5030.5242.000	RD TOLEDO LLP	Assistance	\$ 102.00
184.5030.5242.000	Redborg, Kirsten	Assistance	\$ 275.00

184.5030.5242.000	REED, TONY	Assistance	\$	317.00
184.5030.5242.000	REED, TONY	Assistance	\$	486.00
184.5030.5242.000	REED, TONY	Assistance	\$	496.00
184.5030.5242.000	REED, TONY	Assistance	\$	590.00
184.5030.5242.000	REED, TONY	Assistance	\$	431.00
001.1050.5413.000	RELIANT FIRE APPARATUS inc	Fire 177 repairs	\$	500.08
001.1050.5413.000	RELIANT FIRE APPARATUS inc	Fire 171 repairs	\$	140.18
001.2060.5344.000	RICOH USA INC	Engineering color copies	\$	22.39
001.2060.5344.000	RICOH USA INC	Engineering BW copies	\$	3.70
110.2060.5344.000	RICOH USA INC	Engineering BW copies	\$	3.71
110.2060.5344.000	RICOH USA INC	Engineering color copies	\$	22.39
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	168.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	400.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	433.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	114.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	155.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	311.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	538.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	578.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	672.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	725.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	708.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	785.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	700.00
184.5030.5242.000	RMB Cooperative	Assistance	\$	451.00
184.5030.5242.000	RMB Cooperative	Assistance	\$	435.00
184.5030.5242.000	RMB Cooperative	Assistance	\$	202.00
184.5030.5242.000	Roth, Kamaria Mary	Assistance	\$	489.00
184.5030.5242.000	S & E INVESTMENT LLC	Assistance	\$	377.00
184.5030.5242.000	S & E INVESTMENT LLC	Assistance	\$	438.00
110.2010.5342.000	SAFETY KLEEN SYSTEMS INC	waste pickup and supplies	\$	1,026.11
184.5030.5242.000	SCHMIDT, Michael T	Assistance	\$	527.00
184.5030.5242.000	SCHMIDT, Michael T	Assistance	\$	129.00
184.5030.5246.000	Schmudlach, Cody	Assistance	\$	10.00
184.5030.5246.000	Schwenbach, Sara	Assistance	\$	68.00
001.1011.5342.000	Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD July	\$	9,415.00
001.1011.5342.000	Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD	\$	34,510.00
001.1099.5342.000	SERVICEMASTER OF M'TOWN INC	PF and FD monthly services	\$	1,271.32
001.1010.5132.000	Shetler, Dennis	PD Employee clothing	\$	24.00
690.8050.5360.000	Sho Biz Inc dba Minuteman	Transit shipment to Cummins	\$	12.62
110.2010.5565.000	Star Equipment LTD	Durapatcher aggregate hoses, connector	\$	2,875.35
184.5030.5242.000	Steffensen, Gary	Assistance	\$	436.00
184.5030.5342.000	Stericycle Inc	Housing Dept	\$	45.80
184.5030.5246.000	Stewart, Kendall	Assistance	\$	41.00
001.1099.5342.000	STONE SANITATION	Police & Fire Bldg	\$	118.78
001.4010.5342.000	STONE SANITATION	Library - 105 W Boone St	\$	115.56
001.4030.5342.000	STONE SANITATION	All park barrels	\$	950.00
001.5010.5342.000	STONE SANITATION	Central Business District	\$	200.00
001.6050.5342.000	STONE SANITATION	City Hall	\$	118.78
110.2010.5342.000	STONE SANITATION	Street Dept	\$	118.78
110.2010.5342.000	STONE SANITATION	Bullpen Woodland Dr	\$	110.00
610.8015.5342.000	STONE SANITATION	Waste Plant	\$	118.78
184.5030.5242.000	SUNRISE APARTMENTS, INC	Assistance	\$	112.00
184.5030.5242.000	Swift, Scott	Assistance	\$	421.00
110.2010.5132.000	THEISENS SUPPLY INC	Street- gloves	\$	15.99
110.2010.5600.000	THEISENS SUPPLY INC	Street 38 - wheel flaps	\$	18.46
110.2010.5600.000	THEISENS SUPPLY INC	Street- wasp spray	\$	20.97
110.2010.5718.000	THEISENS SUPPLY INC	Street - handheld blower	\$	149.99
110.2010.5718.000	THEISENS SUPPLY INC	masonry chisel	\$	14.99
610.8016.5600.000	THEISENS SUPPLY INC	Quikrete mortar mix	\$	20.97
740.8065.5600.000	THEISENS SUPPLY INC	Quikrete mortar mix	\$	13.98
140.4030.5410.000	Thrasher, Inc	Timbercreek Park concrete repairs	\$	1,733.47
184.5030.5242.000	Town Apartments Corporation	Assistance	\$	200.00
184.5030.5242.000	Town Apartments Corporation	Assistance	\$	101.00
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,737.71
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	11,856.32
110.2010.5600.000	TRI STATE LOCK SERVICE	pad lock	\$	24.00
355.1075.5600.000	TRI STATE LOCK SERVICE	Keys 20 E Main, 21 W Main, 23 W Main	\$	9.00

001.4010.5215.000	TSYS	-36 Library credit card transaction fees	\$	69.73
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	83.10
184.5030.5242.000	TTLCoop Housing	Assistance	\$	788.00
184.5030.5242.000	TTLCoop Housing	Assistance	\$	421.00
001.6021.5347.000	TYLER TECHNOLOGIES INC	court parking maintenance 10/1/23-9/30/24	\$	4,302.73
999.1112.000	UNITED WAY	UNITED WAY	\$	639.16
999.1112.000	UNITED WAY	UNITED WAY	\$	22.00
999.1112.000	UNITED WAY	UNITED WAY	\$	639.16
999.1112.000	UNITED WAY	UNITED WAY	\$	22.00
999.1112.000	UNITED WAY	UNITED WAY	\$	22.00
999.1112.000	UNITED WAY	UNITED WAY	\$	639.16
001.1010.5151.000	UPHDM OCCUPATIONAL MEDICINE	PD physicals and immunizations July	\$	2,198.00
110.2010.5565.000	USS POLARIS	2007 Ranger muffler	\$	214.45
142.4030.5410.000	VANWALL EQUIPMENT INC	MSA Groomer lift arm assy	\$	311.38
001.1070.5342.000	Veenstra & Kimm Inc	Building Inspection/Trade Permit Ser. Agr. FY23/24	\$	17,106.10
184.5030.5246.000	Velez, Yaralexi	Assistance	\$	13.00
001.1071.5450.000	VERIZON WIRELESS	Housing cell services	\$	61.07
001.1075.5450.000	VERIZON WIRELESS	Housing cell services	\$	61.07
184.5030.5246.000	Vung, Cing	Assistance	\$	63.00
184.5030.5242.000	Walker, Angela	Assistance	\$	298.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Assistance	\$	190.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Assistance	\$	317.00
184.5030.5242.000	WEB III Investments LLC	Assistance	\$	550.00
001.1010.5132.000	WEEKLEY, SADIE J	Employee clothing allowance	\$	120.74
184.5030.5246.000	Werner, Jessica	Assistance	\$	13.00
184.5030.5242.000	White, Amalia	Assistance	\$	332.00
001.4040.5358.000	WICKHAM, MICHAEL L	classes 8/28-10/03	\$	570.00
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	851.94
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$	87.42
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	1,601.80
184.5030.5242.000	Worent Inc	Assistance	\$	167.00
184.5030.5242.000	Worsfold Farm LLC	Assistance	\$	361.00
001.6050.5600.000	WW GRAINGER	Glass cleaner for bldgs	\$	26.15
001.6051.5600.000	WW GRAINGER	Glass cleaner for bldgs	\$	26.16
610.8015.5344.000	XEROX CORPORATION	August 2023 Xerox and copies	\$	33.68
151.1010.5230.000	YSS Grants Billing	Community Advocates	\$	6,549.91
151.1010.5230.000	YSS Grants Billing	Cell Phone Reimbursement	\$	135.00
151.1010.5230.000	YSS Grants Billing	Benefits	\$	1,440.98
152.1010.5230.000	YSS Grants Billing	Community Advocates and benefits	\$	2,868.53
389.1010.5230.000	YSS Grants Billing	YSS MPACT Services	\$	6,389.18
TOTAL				\$ 1,762,326.53

BUILDING REPORT FOR THE MONTH OF AUGUST 2023

MARSHALLTOWN
IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDR-008899-2023	Glen Duncan	1301 Greenbrier Ln	Residential Addition			\$16,066.56			\$271.00
BLDR-008924-2023	Joe Tafta	2001 S 4th Ave	Residential Addition			\$1,980.00			\$75.00
BLDR-008940-2023	Moises Valdez	1305 Greenbrier Ln	Residential Addition			\$4,620.00			\$103.00
BLDR-008939-2023	Moises Valdez	1017 E South St	Residential Addition			\$2,880.00			\$75.00
BLDR-008964-2023	Norma Black	302 Brentwood Rd	Residential Acc Structure				\$4,800.00		\$103.00
BLDR-008815-2023	Luke Cross	705 Circle Dr	Residential Addition			\$93,727.20			\$941.00
BLDR-008987-2023	Anthony Ryan	2506 S 8th St	Residential Addition			\$3,600.00			\$89.00
BLDR-008973-2023	Andrew Miller	506 Nicholas Dr	Residential Addition			\$7,875.00			\$145.00
BLDC-008958-2023	BNS Harvasting INC	401 S 12th Ave	Commercial Acc Structure					\$10,080.00	\$187.00
BLDR-008966-2023	Eduardo Gonzalez	605 Fremont St	Residential Acc Structure				\$16,625.00		\$271.00
BLDR-009012-2023	Jose Zaragoza	210 S 5th St	Residential Egress Window			\$742.40			\$75.00
BLDR-009024-2023	Miguel Hernandez	1005 S 2nd St	Residential Acc Structure				\$23,520.00		\$369.00
			TOTALS:		\$0.00	\$131,491.16	\$44,945.00	\$10,080.00	\$2,704.00
			TOTAL IMPROVEMENT AMOUNT: \$186,516.16						
				Units	Permits	Permits	Permits	Permits	Demo Permits
<i>*Work started without a permit - fee is doubled</i>			# OF PERMITS:	0	0	8	3	1	0

TRADE PERMIT REPORT FOR THE MONTH OF AUGUST 2023

MARSHALLTOWN
I O W A

PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE
ELER-008942-2023	206 S 15th Ave	Residential	Solar		\$95.00
ELER-008965-2023	904 W Southridge Rd	Residential	Solar		\$95.00
MECH-008967-2023	1106 W Main St	Residential	Mechanical		\$62.00
ELEC-008955-2023	1806 (1804) S 7th Ave	Commercial	Electrical	\$25,000.00	\$170.00
ELER-008957-2023	504 Orchard Dr	Residential	Electrical		\$85.00
ELER-008968-2023	301 Brentwood Rd	Residential	Electrical		\$85.00
ELER-008969-2023	307 W Meadow Ln	Residential	Electrical		\$85.00
MECH-008941-2023	208 N 8th St	Residential	Mechanical		\$62.00
MECH-008970-2023	1429 W Linn St	Residential	Mechanical		\$62.00
MECH-008971-2023	1613 Fremont St	Residential	Mechanical		\$62.00
PLMR-008974-2023	405 Eastview Rd	Residential	Plumbing		\$62.00
MECH-008976-2023	506 W High St	Commercial	Mechanical	\$6,000.00	\$75.00
MECH-008977-2023	1702 S 6th St	Residential	Mechanical		\$62.00
ELEC-008972-2023	1806 S 7th Ave	Commercial	Electrical	\$215,000.00	\$1,120.00
ELER-008978-2023	705 Roberts Ter	Residential	Electrical		\$85.00
ELER-008959-2023	1324 Greenfield Dr	Residential	Solar		\$95.00
PLMC-008984-2023	1602 S 2nd Ave	Commercial	Plumbing	\$40,000.00	\$245.00
ELER-008741-2023	519 Eastview Rd	Residential	Electrical		\$85.00
ELER-008988-2023	813 Woodside Dr	Residential	Electrical		\$125.00
PLMR-008989-2023	813 Woodside Dr	Residential	Plumbing		\$125.00
MECH-008990-2023	813 Woodside Dr	Residential	Mechanical		\$125.00
ELER-008991-2023	814 Woodside Dr	Residential	Electrical		\$125.00
PLMR-008992-2023	814 Woodside Dr	Residential	Plumbing		\$125.00
MECH-008993-2023	814 Woodside Dr	Residential	Mechanical		\$125.00
ELER-008996-2023	3307 Lily Ln	Residential	Solar		\$95.00
ELER-008997-2023	1001 S 7th Ave	Residential	Electrical		\$85.00
ELER-009006-2023	107 1/2 N 6th St	Residential	Electrical		\$85.00
MECH-009010-2023	611 N 4th Ave	Residential	Mechanical		\$62.00
MECH-009016-2023	411 E Boone St	Residential	Electrical		\$62.00
ELER-009020-2023	3202 S 12th St Lot 174	Residential	Electrical		\$62.00
ELER-009021-2023	908 1/2 S 2nd Ave	Residential	Electrical		\$62.00
ELER-009026-2023	502 Highland Dr	Residential	Electrical		\$85.00
ELER-009028-2023	912 Jackson St	Residential	Electrical		\$85.00
MECH-009009-2023	206 Rainbow St	Residential	Mechanical		\$62.00
ELER-009034-2023	1505 W Church St	Residential	Solar		\$95.00
ELER-009033-2023	110 Newcastle Rd	Residential	Solar		\$95.00
ELER-009032-2023	401 Thunderbird Dr	Residential	Solar		\$95.00
PLMR-009035-2023	405 Bromley St	Residential	Plumbing		\$62.00
ELER-009044-2023	1405 Austin Pl	Residential	Solar		\$95.00
MECH-009047-2023	2901 S Center St	Commercial	Mechanical	\$11,000.00	\$100.00

ELER-009053-2023	9 N 7th St	Residential	Electrical		\$62.00
		TOTALS:		\$297,000.00	\$4,791.00
	# Residential Permits	Residential Fees	# of Commercial Permits	Commercial Valuation	Commercial Fees
Electrical	15	\$1,263.00	2	\$240,000.00	\$1,290.00
Plumbing	4	\$374.00	1	\$40,000.00	\$245.00
Mechanical	9	\$684.00	2	\$17,000.00	\$175.00
Solar	8	\$760.00	0	\$0.00	\$0.00
TOTALS	36	\$3,081.00	5	\$297,000.00	\$1,710.00

Building Division Improvement Value & Fee Summary - Aug. 2023

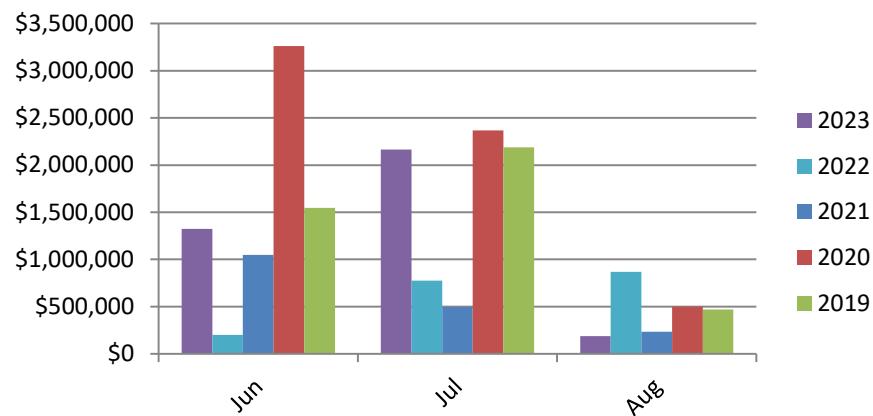
Total Improvement Value Comparison

	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	\$2,165,008	\$186,516					\$15,898,666
2022	\$2,912,000	\$937,862	\$494,839	\$2,580,043	\$254,164	\$200,269	\$777,111	\$870,171					\$9,026,459
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000	\$1,049,000	\$495,000	\$235,000					\$69,571,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000	\$3,260,000	\$2,367,000	\$501,000					\$14,616,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000	\$1,546,000	\$2,188,000	\$471,000					\$15,463,000

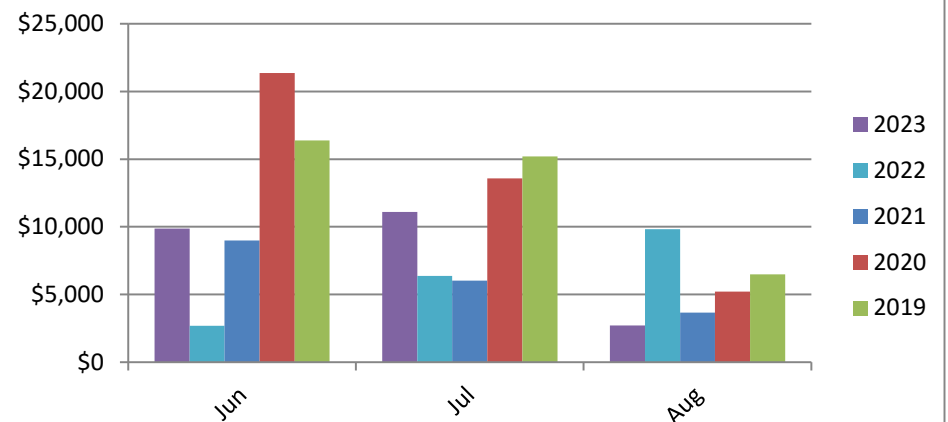
Total Fees Received Comparison

	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	\$11,090	\$2,704					\$88,427
2022	\$13,584	\$6,803	\$4,081	\$21,852	\$2,993	\$2,687	\$6,366	\$9,826					\$68,192
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361	\$8,998	\$6,020	\$3,654					\$374,807
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090	\$21,363	\$13,575	\$5,219					\$97,039
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389	\$15,200	\$6,479					\$111,139

Total Improvement Value Comparison



Total Fees Received Comparison





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

SEPTEMBER 7, 2023

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE
KIEL STEVENSON, CAPTAIN

RE: CERTIFIED HIRE LIST

POSITION: PARKING ENFORCEMENT OFFICER

AFTER REVIEWING ALL APPLICANTS AND THEIR QUALIFICATIONS, THE FOLLOWING PERSON WAS TESTED,
INTERVIEWED AND CONSIDERED TO BEST MEET THE QUALIFICATIONS FOR THE ABOVE LISTED POSITION;

STEPHANE COLLINS 114/268

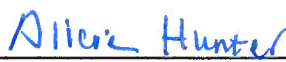
THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED SEPTEMBER 7, 2024.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 7TH DAY OF SEPTEMBER 2023.



NANCY HARRIS, CIVIL SERVICE COMMISSION CHAIR

Attest:



Alicia Hunter, Clerk of the Commission

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



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

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE
CHRIS JONES, POLICE CAPTAIN

RE: CERTIFIED HIRE LIST

POSITION: POLICE OFFICER

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

MARANDA CROTTY	96.67/151
MOISES MORA*	94.27/151

*VETERANS PREFERENCE

THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED SEPTEMBER 7, 2024.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 7TH DAY OF SEPTEMBER 2023.

A handwritten signature in blue ink, appearing to read "Nancy Harris", written over a horizontal line.

NANCY HARRIS, CIVIL SERVICE COMMISSION CHAIR

CITY COUNCIL

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



Jill Petermeier, Human Resources Director
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158
Tel(641)754-5704 Fax (641)844-1899
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission
From: Kevin Pigors, Transit Administrator
Re: Certified Hire List
Position: Transit Operator - Full Time

After reviewing all applicants and their qualifications, the following persons were tested and considered to best meet the qualifications for the above listed position:

David Mossman (72/112)
Pamela Selvidge (72/112)
Todd Lynch (50/112)

This list shall be valid for a period not to exceed September 7, 2024.

Date List Certified by Civil Service Commission:

September 7, 2023

A handwritten signature in blue ink, appearing to read "Nancy Harris", written over a horizontal line.

Nancy Harris, Civil Service Commission Chair

Attest:

A handwritten signature in blue ink, appearing to read "Alicia Hunter", written over a horizontal line.

Alicia Hunter, Clerk of the Commission

**RESOLUTION APPROVING THE USE OF COUNCIL-DESIGNATED LOCAL
OPTION SALES TAX FOR THE NEW CONSTRUCTION INCENTIVE GRANT FOR
HOPKINS PROPERTIES LLC**

WHEREAS, in October 2019, the City of Marshalltown created a \$50,000 grant for new construction projects in the area defined by Urban Renewal Area 4 (Uptown); and

WHEREAS, Hopkin's Properties, LLC is constructing upper story housing in the Hopkins Building at 32-34 West Main Street, which meets the grant criteria; and

WHEREAS, the City Council approved the designation of a \$50,000 New Construction Incentive at the January 10, 2022 meeting for the construction of the exterior elevator tower.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a new construction incentive grant of \$50,000 is hereby approved for payment from Council-Designated Local Option Sales Tax.

Passed this 11th day of September 2023, and signed this _____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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: 09/05/23
RE: New Construction Incentive Grant – Hopkins Building

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: Support the MCBD and development in the downtown.

Recommendation: Approval of resolution.

Budget Impact: \$50,000 from Council-Designated Local Option Sales Tax

Description/Background: At the 1/10/22 Council Meeting, Jessica Kinser, City Administrator, presented incentive options for the Willard's and Hopkin's projects. It was proposed that the Council would approve a \$50,000 New Construction Incentive Grant as part of the development agreement with Joseph and Janelle Carter for the construction of an exterior elevator at the rear of the Hopkin's property.

The development agreement presented to council and approved on 3/28/22 did include the \$50,000 new construction incentive grant however the resolution did not authorize the use of Council-Designated Local Option Sales Tax as the funding source. Staff recommend approval of the resolution so the funds can be allocated.

CITY COUNCIL

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



DEVELOPMENT AGREEMENT

19-CTBF-003

This Development Agreement ("Agreement") made this day 24th of March, 2022 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and JOSEPH AND JANELLE CARTER ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 32-34 WEST MAIN STREET to be completed at property owned by Developer; and

WHEREAS, the Grant application of \$250,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of approval by the City Council of this Agreement and ends with the Project Completion Date set out in the grant agreement with IEDA, June 30, 2023.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the date of City Council approval of this Agreement may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes the renovation of the third story of the building into four (4) market rate apartments, as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** The Catalyst Grant amount approved is \$250,000, from the Upper Story Housing designation. In addition to the Grant funding the parties agree to the following financial commitment, totaling \$300,000:

- \$50,000 New Construction Incentive to be paid in full with the first Catalyst Grant payment

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

- a. Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Marshalltown;
- b. The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program;
- c. If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

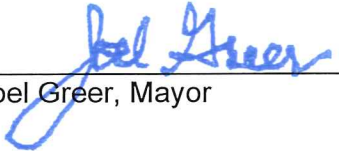
13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

CITY OF MARSHALLTOWN

JOSEPH AND JANELLE CARTER



Joel Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

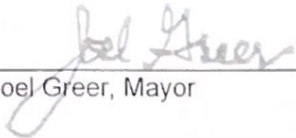
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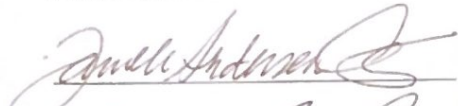
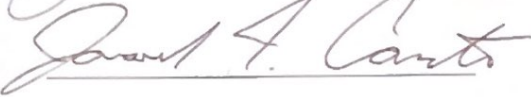
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IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

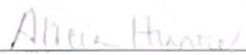
CITY OF MARSHALLTOWN

JOSEPH AND JANELLE CARTER


Joel Greer, Mayor

ATTEST:


Alicia Hunter, City Clerk

DEVELOPMENT AGREEMENT

19-CTBF-003

This Development Agreement ("Agreement") made this day _____ of _____, 2022 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and JOSEPH AND JANELLE CARTER ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 32-34 WEST MAIN STREET to be completed at property owned by Developer; and

WHEREAS, the Grant application of \$250,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of approval by the City Council of this Agreement and ends with the Project Completion Date set out in the grant agreement with IEDA, June 30, 2023.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the date of City Council approval of this Agreement may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes the renovation of the third story of the building into four (4) market rate apartments, as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** The Catalyst Grant amount approved is \$250,000, from the Upper Story Housing designation. In addition to the Grant funding the parties agree to the following financial commitment, totaling \$300,000:

- \$50,000 New Construction Incentive to be paid in full with the first Catalyst Grant payment

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

- a. Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Marshalltown;
- b. The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program;
- c. If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IDEA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

CITY OF MARSHALLTOWN

JOSEPH AND JANELLE CARTER

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH AND JANELLE CARTER FOR A \$250,000 CATALYST BUILDING REMEDIATION GRANT FOR THE CREATION OF UPPER STORY HOUSING

WHEREAS, the City of Marshalltown has been granted \$1.5 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority, of which \$500,000 is to be dedicated to the creation of new upper story housing units; and

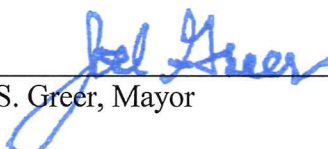
WHEREAS, Joseph and Janelle Carter are proposing to create four new residential rental units on the third floor of the Hopkins Building, located at 32-34 West Main Street, including the addition of an external elevator to serve those units; and

WHEREAS, the Iowa Economic Development Authority concurred with the grant and the amount.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached development agreement with Joseph and Janelle Carter for the creation of new upper story residential units at the Hopkins Building at 32-34 West Main Street, is hereby approved and the Mayor is directed to execute the agreement.

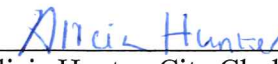
Passed this 28th day of March 2022, and signed this 29th day of March 2022.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE CITY OF
MARSHALLTOWN, IOWA AND MARSHALLTOWN LITTLE LEAGUE, INC.**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa a proposed Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Little League, Inc., for the purpose of providing recreational baseball programs to the youth of this community; and

WHEREAS, there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Little League, Marshalltown, Iowa, for a term of not to exceed three (3) years from the 28th day of September 2023, to the 28th day of September 2026, for the use and occupancy by lessees of following described property for the purpose of providing recreational baseball programs to the youth of this community; and

WHEREAS, this Council has considered the terms, conditions and intended use of such property, and that such Lease Agreement is in the best interest of the city and should be approved.

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

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

Section 1. That the Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Little League, Inc., for the lease of the property for the purposes detailed in the lease, is hereby fully approved and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City. A copy of said Agreement is attached hereto setting forth the terms and legal description.

Section 2. This Resolution shall be in full force and effect from and after the passage as provided bylaw.

Passed this 11th day of September 2023, and signed this ____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN LITTLE LEAGUE, INC. LEASE AGREEMENT

This Lease Agreement made and entered into this 28th day of September, 2023, by and between the City of Marshalltown, Iowa through its PARKS & RECREATION DEPARTMENT, herein after referred to as the Lessor and MARSHALLTOWN LITTLE LEAGUE, INC., of Marshalltown, Iowa, Lessees, herein after referred to as the Lessee, is mutually agreed as follows, to-wit:

Lessor does hereby lease to Lessee the following described premises in Marshalltown, Marshall County, Iowa to-wit:

Lot 2 of 2 (except the West 30 feet thereof) in the SW¹/₄ of the SE¹/₄, and Lot 4 in the SE ¹/₄ of the SE ¹/₄, all in Section 34, Township 84 North, Range 18 West of the 5th P. M., in Marshall County Iowa (herein known as "MARSHALLTOWN LITTLE LEAGUE PARK")

That the term of this Lease Agreement shall be from September 28, 2023 to September 28, 2026, for the consideration of Three (\$3.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

Lessee shall properly maintain the area above described and shall install and repair any boundary fence that may be required between the leased premises and any adjoining area and shall maintain and keep in proper repair any road or roads leading into and upon the leased premises, as well as any parking area that may be designated therein.

Lessee shall properly mow and trim all areas except designated areas immediately adjoining the recreational trail that will be mowed and maintained by the Lessor. These areas will be mutually agreed upon annually.

The purpose of this Lease Agreement is to provide a Little League baseball program in conformity with the programs operated by Lessee in the past. In the event a dispute arises as to the terms and conditions of this Lease Agreement the Parties agree to meet to resolve these disputes in conformity with the stated purpose hereof.

If at any time the baseball program now promoted and handled by Lessee should no longer exist, this Lease Agreement shall thereupon immediately terminate.

Lessee shall be responsible for the construction, maintenance and upkeep of any building or structures placed upon said premises for Lessees' use. Upon termination of this Lease, Lessee shall be entitled to remove any such buildings or structures from the premises provided such removal occurs within 90 days of Lease termination. In the event such buildings or structures are so removed, it is the responsibility of Lessee to remove any vertical structures and in ground infrastructures and fill any holes with dirt and seed.

Lessee shall at no time sub-lease said property without Lessor's prior written approval.

Lessee shall immediately notify Lessor of any proposed improvements to be placed upon the premises, to the end that Lessor shall be made fully aware thereof.

Lessee will maintain liability insurance coverage on the leased premises, naming the City as an additional insured. Coverage shall be not less than \$500,000.00 per person and \$1,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor. Lessee shall hold Lessor harmless from any claims made for personal injury or property damage by anyone engaged in any activity

upon said premises or using said premises or being present thereon as a spectator, laborer, or otherwise. If the Parks and Recreation Department shall so use these properties after the closing of the baseball season, the Marshalltown Little League shall be held harmless of liability.

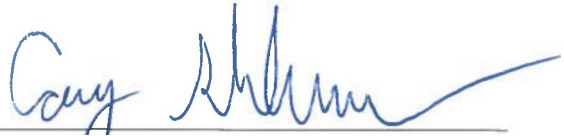
Lessee is held responsible for any utility charges such as electricity, water, sewer and gas, all turf maintenance of the diamonds and areas outside the playing area.

Lessee will allow the general public access to the Bike/Walk/Jog Path. The Lessee shall be held harmless for any claims made for personal injury or property damage by anyone using said path.

Lessee has the approval to drive their maintenance equipment on the path to enter ball diamonds to perform routine maintenance.

CITY OF MARSHALLTOWN

Joel TS Greer, Mayor; Lessor



Marshalltown Little League, Lessee
Corey Schoenfelder

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT REVISION WITH
YOUTH AND SHELTER SERVICES INC. FOR THE DEPARTMENT OF JUSTICE
COMMUNITY ORIENTED POLICING SERVICES GRANT AND A REVISED
CONTRACT BETWEEN YOUTH AND SHELTER SERVICES, INC. AND THE CITY
OF MARSHALLTOWN, IOWA FOR SERVICES RELATED TO THE
MARSHALLTOWN POLICE AND COMMUNITY TEAM**

WHEREAS, the City of Marshalltown has a contract with Youth and Shelter Services, Inc. for the implementation of the Marshalltown Police and Community Team (MPACT; and

WHEREAS, the City and Youth and Shelter Services, Inc. desire to update this contract to reflect mileage reimbursement rates; and

WHEREAS, the City applied for a Community Oriented Policing Services (COPS) grant for Crisis Intervention to support the MPACT Program; and

WHEREAS, the Department of Justice awarded the City \$206,640 for the wages and benefits of two social workers along with monthly cell phone charges; and

WHEREAS, the Department of Justice has awarded the City a twelve-month extension to spend all federal funds; and

WHEREAS, the City of Marshalltown has executed a Grant Agreement with the Department of Justice accepting a number of requirements which will actually be carried out through the Youth and Shelter Services Inc., resulting in a need for a Subrecipient Agreement revision to define the terms and conditions of the grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Agreement and Subrecipient Agreement are hereby approved and the Mayor is hereby directed to execute the agreement.

Passed this 11th day of September 2023, and signed this ____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor Joel Greer & City Council Members
FROM: Michael W. Tupper, Chief of Police
DATE: 6 September 2023
RE: Updated Agreements with YSS for MPACT Program Services

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: Approve revised agreements with YSS for MPACT program services.

Recommendation: Approve updated agreements with YSS for MPACT program services.

Budget Impact: No budget changes.

Description/Background: The City of Marshalltown has standing agreements with Youth and Shelter Services, Inc. connected to the Marshalltown Police and Community Team (MPACT) program. The original agreement discussed mileage reimbursement. The original agreement has been revised to state the City will reimburse mileage pursuant to the relevant mileage reimbursement rate set by the State of Iowa.

The second agreement is a subrecipient agreement with Youth and Shelter Services, Inc. for a Community Oriented Policing Services grant the City previously received to assist in funding the MPACT program. The City recently received a twelve-month extension for the grant award so the City has ample time to expend all federal funds. This subrecipient agreement has been revised to reflect a new end date of August 31, 2024.

CITY COUNCIL

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



CONTRACT BETWEEN YOUTH AND SHELTER SERVICES, INC. AND CITY OF
MARSHALLTOWN, IOWA

This contract between Youth and Shelter Services, Inc. ("YSS") and the City of Marshalltown, Iowa ("the City") is hereby agreed.

WHEREAS, the City, through its Police Department, wishes to partner with a team of social workers to better serve the citizens of Marshalltown; and,

WHEREAS, YSS has the personnel necessary to perform the necessary labor on a regular basis for the duration of this contract.

THEREFORE, THE PARTIES AGREE:

A. Duration of Contact

The contract shall begin January 1, 2021 and shall continue through and including December 31, 2024. Said agreement may be renewed by mutual agreement of the parties for subsequent terms under terms to be agreed.

B. Duties of YSS

1. YSS shall use reasonable best efforts to supply, as independent contractors and not as employees of the City of Marshalltown, not less than two (2) social workers to provide social work services, as well as a supervisor and any appropriate support staff. The purpose of said contractors shall be to provide support and assistance to the Marshalltown Police Department, based upon calls for service received by the Department. Should YSS fail to supply the person or hours contemplated, YSS shall be compensated only for the persons or hours supplied.
2. YSS shall maintain proof of insurance covering each social worker supplied under this agreement, which proof shall be provided to the City upon request.
3. YSS shall maintain at least two (2) social workers to work at offices provided by the City of Marshalltown in its Police Department facilities for the duration of this contract. Said services shall be performed during normal business hours as much as shall be practical and necessary to fulfill the terms of this contract, or after hours as the social workers may determine necessary in the professional judgment of the social workers. Social workers shall be available to react and respond to calls for service received by the Marshalltown Police Department, to the extent deemed practical and necessary by the social workers.
4. YSS's social workers shall act as independent contractors in accord with their independent professional judgment as social workers, and not under the professional direction of the Marshalltown Police Department.
5. Services of YSS shall be as the social workers exclusively determine, including but not limited to: counseling, assistance to victims, referral to juvenile courts,

initiation of Child in Need of Assistance actions, and any such other actions the social workers may determine, consistent with their professional training.

6. Agreement shall be consistent in all respects with the purpose and scope of the funds awarded to YSS through MPACT.
7. YSS will maintain appropriate documentation, receipts and appropriate proof of expenditures, including base pay for the community advocates (social workers); overtime for social workers; PT supervisor (to be determined); benefits to all employees of YSS involved in the services; cell phone costs; hotspots; supplies; mileage; and administrative expenses.
8. YSS will report statistical information quarterly to the Chief of Police or designee including number of contacts, general demographic information, types of cases, outcome/disposition, anecdotal data of interventions and other information as requested. YSS shall observe confidentiality laws when reporting the same.
9. YSS shall meet at least monthly with the Chief of Police or designee to discuss the status of this agreement, important information on the progress of the initiative and any other relevant information.
10. YSS shall maintain appropriate insurance covering the performance or professional conduct of its employees. Further, YSS shall be the employer of all YSS employees for purposes of Iowa Code Chapters 85 and 86 and shall carry legally required workers' compensation insurance on its employees. Said proof of insurance shall be provided upon the request of the City.
11. YSS shall provide all computers, cell phones, vehicles, and other property necessary for the YSS employees to carry out their duties, apart from the office space, desks, furniture, and physical infrastructure to be provided by the City.

C. Duties of the City

1. The City shall provide, within its Police Department office space for two full-time social workers and embedded support staff supplied by YSS, including desks, furniture, and physical infrastructure.
2. The City shall maintain commercial general liability insurance covering injury to persons on City property, including YSS employees, which occur due to the negligence of the City, as well as any asserted negligence of its police officers acting in concert with YSS. Proof of insurance shall be provided to YSS upon request.
3. The City shall reimburse mileage expenses pursuant to the State of Iowa rate for mileage reimbursement.

4. The City shall process expenses submitted by YSS for payment of agreed upon employee expenses for the salaries of two full-time social workers embedded inside the police department.

D. Independent Contractor

The parties agree that YSS and its employees provided under this contract are independent contractors and not employees of the City of Marshalltown, Iowa. YSS shall exercise discretion in the performance of all duties.

E. Mutual Indemnity

The parties agree there is inherent risk when social workers go into the field, especially when they visit homes or other sites where criminal activity has been detected by law enforcement officers. Likewise, the City understands the risk to both its officers and social workers visiting such location. The parties hereby indemnify and hold harmless each other for any negligence committed by their respective employees which may lead to injury to the employees of the other, and agree to defend the other for any such negligence.

E. Complete Agreement

This is the complete agreement of the parties. Any modifications of this agreement must be made with the same formality as the original (including approval by the City Council), in writing, and signed and endorsed by both parties.

F. Severability

If any portion of this contract is held to be illegal or unenforceable, such a finding shall not impact the other portions of the contract and the other portions shall remain in full effect and enforceable.

YOUTH AND SHELTER SERVICES, INC.

CITY OF MARSHALLTOWN, IOWA

Printed Name of Representative

Joel Greer, Mayor

Attest, City Clerk:

SUBRECIPIENT AGREEMENT BY AND BETWEEN YOUTH AND SHELTER SERVICES, INC. AND THE CITY OF MARSHALLTOWN FOR A DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES GRANT

WHEREAS, the City of Marshalltown (“City”) applied for and was awarded a Community Oriented Policing Services (“COPS”) 2021 Community Policing Development, Crisis Intervention Teams grant totaling \$206,640 from the Department of Justice (“DOJ”) for support of the MPACT Program; and

WHEREAS, Youth and Shelter Services Inc. (“Subrecipient”) is currently engaged in a contractual relationship with the City to provide social workers to carry out the functions of the MPACT program; and

WHEREAS, the City desires a Subrecipient Agreement to properly carry out the terms and conditions of the City’s grant agreement with the Department of Justice;

THEREFORE, THE PARTIES AGREE:

A. Grant Funds

The City has received a grant of \$206,640.00 for Crisis Intervention Teams Solicitation as part of the 2021 Community Policing Development grant through the DOJ.

B. Performance Date

The grant funds are available to the City to cover eligible expenses from September 1, 2021 through August 31, 2024.

C. Eligible Expenses

The following expenses incurred by YSS are eligible for reimbursement:

- Wages and benefits of two full-time equivalent Community Advocates/Social Workers, excluding overtime
- Cell Phone charges

D. Award Conditions

The full text of provisions for award conditions is hereby incorporated through the addition of the Award Owner’s Manual as an attachment to this Agreement. Below is a summary of the award conditions.

1. Conflict of Interest: The Subrecipient must disclose in writing to the City, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

2. Award Monitoring Activities: The Subrecipient must fully cooperate with and respond to any requests for information related to the grant award, including compliance and programmatic benefits. This could include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. All information pertinent to the implementation of the grant award is subject to DOJ review throughout the life of the grant award, during the close-out process and for three years after the submission of the final expenditure report by the City.
3. Duplicative Funding: The Subrecipient must notify the City immediately if it receives, from any other source, funding for the same eligible costs under Section C.
4. Termination: The Subrecipient understands the City may terminate funding under this Agreement for the following reasons:
 - a. When the Subrecipient fails to comply with terms and conditions of this grant award.
 - b. When terminated by the DOJ as allowed by law or due to nonperformance or other termination provisions included in the grant Agreement between the City and the DOJ.
5. Award Owner's Manual: The Subrecipient agrees to comply with the terms and conditions in the 2021 COPS Office Program Award Owner's Manual, which is Appendix A of this agreement.
6. Federal Civil Rights: The Subrecipient agrees to comply with the following federal statutes and regulations applicable to the award made by the DOJ based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, including the following:
 - a. Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d)
 - b. Section 504 of the Rehabilitation act of 1973 (29 U.S.C § 794)
 - c. Section 901 of the Education Amendments of 1972 (20 U.S.C § 1681)
 - d. Section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102)

Applicable statutes pertaining to nondiscrimination may also include the following:

- a. Section 809(c) of the Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c))
- b. Section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e))
- c. Section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C § 11182(b))

The Subrecipient also agrees to the federal regulations applicable to this grant award made by the DOJ based on the application may include but are not limited to the following:

- a. 2 C.F.R. Part 2800

- b. 28 C.F.R. Parts 22 (confidentiality – research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance) and 46 (human subjects protection).
- 7. Mandatory Disclosure: The Subrecipient must timely disclose in writing to the City all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding.
- 8. False Statements: False statements or claims made in connection with the COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733
- 9. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: The Subrecipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for and negotiation of a contract) or award. The Subrecipient also agrees to provide their employees in writing of the rights and remedies provided in 41 U.S.C. § 4712.
- 10. System for Award Management (SAM): The Subrecipient must provide the City with its SAM Unique Entity Identifier. If the Subrecipient does not already have this, the Subrecipient must obtain this Unique Entity Identifier before any funds can be reimbursed for eligible expenses.
- 11. Reporting Requirements for Subawards and Executive Compensation: The City is required to report specific information related to subawards to a non-Federal entity. The City is required to report this subaward no later than the end of the month following the month in which the obligation is made, or February 28, 2022. The Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the Subrecipient received
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

The Subrecipient must also report this information if the public does not have access to information about the compensation of the executives through periodic reports filed

under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

12. Reports/Performance Goals: The Subrecipient will assist the City in providing data and information needed for submitting semi-annual programmatic progress reports and the quarterly SF-425 report.
13. Restrictions on Internal Confidentiality Agreements: The Subrecipient cannot require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2021, Public Law 116-260, Division E, Title VII, Section 742.
14. Debarment and Suspension: The Subrecipient agrees to notify the City immediately if they are debarred or suspended from participation in federal assistance programs. Should debarment or suspension happen during the award period, this is cause for termination of the Agreement with the Subrecipient.
15. News Media: The Subrecipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The Subrecipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.
16. Public Information Release: The Subrecipient agrees to submit a copy of all reports and proposed publications resulting from this award sixty (60) days prior to public release. Any publications (written, curricula, visual, sound or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

“This project was supported, in whole or in part, by federal award number 21-GG-02316 awarded to the City of Marshalltown, Iowa, by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of the publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for the current validity.”

17. Other Federal Requirements: Any contracts made by the subrecipient under the award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200. Subrecipient must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

E. Severability

If any portion of this contract is held to be illegal or unenforceable, such a finding shall not impact the other portions of the contract. The other portions shall remain in full effect and enforceable.

DATED and signed at Marshalltown, Iowa this _____ day of _____.

IN WITNESS WHEREOF, the parties have here unto signed their names the year and day first above written.

CITY OF MARSHALLTOWN

**YOUTH AND SHELTER SERVICES
INC.**

BY: _____
Joel Greer, Mayor

BY:

Attest: Alicia Hunter, City Clerk

SAM Unique Entity Identifier:

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
123 E. MAIN STREET (NORTH SIDE), MARSHALLTOWN, IOWA**

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

WHEREAS, the Downtown Incentive Grant Committee has received an application for the north side of 123 E. Main St., which is owned by K&K Preferred Properties, to replace windows and door, paint the exterior, brick removal and EIFS; and

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

WHEREAS, the owner has provided an estimate of eligible construction costs of \$22,526.52 so 25% would be \$5,631.63; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$5,631.63 for the reimbursement to K&K Preferred Properties for the facade improvement of the north side at 123 E. Main Street.

Passed this 11th day of September 2023, and signed this ____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Marshalltown Central Business District
34 W. Main
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

September 6, 2023

Dear Mayor and Councilors,

I am writing to submit a Façade Grant request on behalf of K & K Properties, owned by Kurt & Kristin Polley. The building is located at 123 E. Main. The Polley's continue to be invested in downtown growth. As can be seen by viewing the attached exterior elevation renderings, the façade work to be completed will make a significant difference in the appearance of the building. The building currently has missing brick, boarded up windows, and a dilapidated store front. Once the rehab is done, the building will complement to surrounding buildings, and complete the block for exterior renovations.

The Downtown Incentive Committee had discussion on September 5th, regarding this request. The request is as follows:

North Façade

Painting of Exterior	\$ 1,000.00
Window/Door Repair	\$11,666.52
Brick Removal & EIFS	<u>\$ 9,860.00</u>
Total	\$ 22,526.52 x 25% reimbursement rate = \$5,631.63

Façade Grant Request \$5,631.63

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

As always, thank you for supporting downtown Marshalltown as we continue to recover and grow.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District Façade Grant Application

(North)

Property Information:

Address: 123 E. Main St., Marshalltown

Current Tenant (Business Name): The Outlet / Five Star Real Estate Group

Use: office / potential Zoning: _____

Applicant Information:

Name of Applicant: K+K Preferred Properties

Mailing Address: 119 E. Main St. Marshalltown

Street City, State Zip

Phone: 641-691-7283 Fax: _____ Cell: _____

Kurt Polley

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____

Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)

	Est. Cost
<u>N/A</u> Awning _____	\$ _____
<u>N/A</u> Awning with façade project _____	\$ _____
Brick cleaning and tuckpointing _____	\$ _____
Exterior lighting _____	\$ _____
☒ Painting of exterior surface _____	\$ <u>1,000.00</u>
Preservation of architectural elements _____	\$ _____
Removal of inappropriate elements _____	\$ _____
Signage _____	\$ _____
Storefront rehabilitation/restoration _____	\$ _____
☒ Window and/or door repair <u>\$1100, \$4627.75, \$4546.43, \$1392.34</u>	\$ <u>11,666.52</u>
☒ Other; explain <u>EIFS / Brick removal repair \$1000 + \$8860</u>	\$ <u>9860.00</u>

Total estimated cost \$ 22526.52

Grant amount requested \$ 5631.63

Low Interest Loan amount requested \$ _____

(Low Interest Loan Available with Participating Banks – See overview)

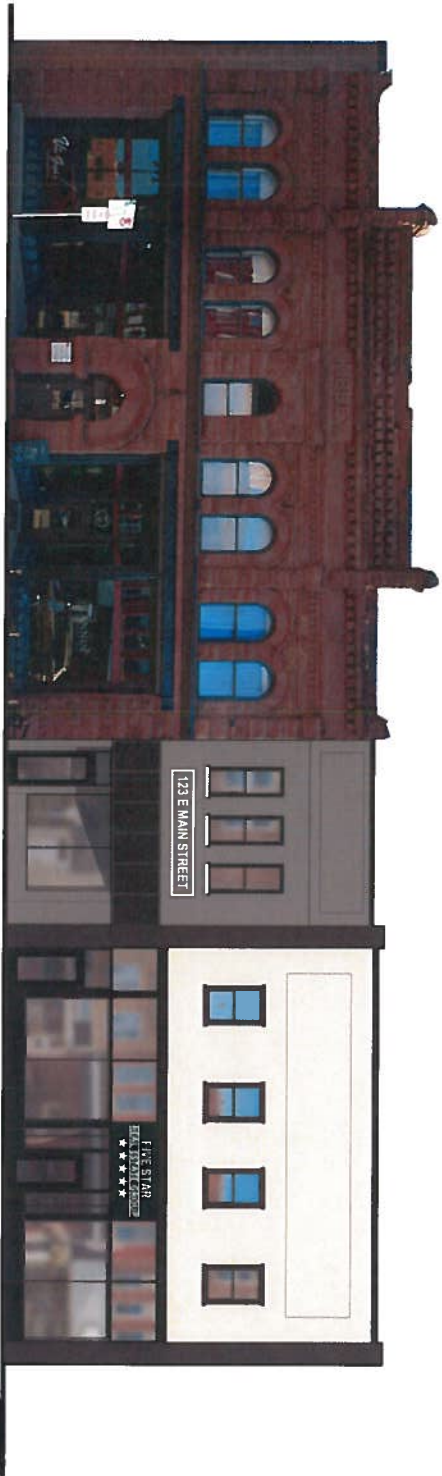
DM 9.5.23

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

FIVE STAR EXTERIOR ELEVATIONS



EXISTING ELEVATION



NEW ELEVATION



FIVE STAR REAL ESTATE
119 E MAIN ST, MARSHALLTOWN, IA 50158

6/21/2022

1504 South 5th St.
Marshalltown, IA 50158

Date	Estimate No.
06/06/23	1641

Cell Phone:
641-751-6850

Kurt Polley Properties
123 East main st
Marshalltown, Iowa

123

[illegible]

Signature: _____

Dan Anderson

INVOICE

AMERI-CONSTRUCTION

P.O. Box 311
Albion, IA 50005

americonstruction2017@gmail.com
641-844-8581



Kurt Polley

Bill to

Kurt Polley
119 East main st.
Marshalltown, IA 50158

Ship to

Kurt Polley
119 East main st.
Marshalltown, IA 50158

Invoice details

Invoice no.: 66
Terms: Net 30
Invoice date: 08/22/2023
Due date: 09/21/2023

1. 13 Windows & Trim	1 unit x \$1,100.00	\$1,100.00
Remove 2 upper front windows from 123 East Main St and install new windows supplied by owner. Price includes labor and construction materials.		
	Total	\$1,100.00

MARSHALL GLASS
10 N THIRD AVE
Marshalltown, IA 50158

Copy 1

PH:641-752-3381 FAX:(641) 752-2808

Federal Tax ID: 84-1936647

P/O#:	Cust State Tax ID:	Quote: Q011096
Taken By:	Cust Fed Tax ID:	
Installer:	Ship Via:	
SalesRep:	Adv. Code:	

Bill To: WalkIn

Kurt Polley Store Front
123 E. Main st
MARSHALLTOWN, IA 50158

Sold To: WalkIn

Bronze Store Front 123 E. Main
8/24/2023

(641) 691-7283

Qty	Part Number	Description	Disc%	Sell	Total
1	COM	Commercial Glazing Bronze Store Front	0	\$2,265.00	\$2,265.00
1	LA	Labor	0	\$1,960.00	\$1,960.00
1	MISC	Fasteners and Sealants	0	\$100.00	\$100.00

THANK YOU FOR YOUR BUSINESS.

Bronze Store Front
Divided into 3 Equal sections

1" Low-E tempered IG

Sub Total: \$4,325.00

Tax: \$302.75

Total: \$4,627.75

MARSHALL GLASS
10 N THIRD AVE
Marshalltown, IA 50158

Copy 1

PH:641-752-3381 FAX:(641) 752-2808

Federal Tax ID: 84-1936647

P/O#:	Cust State Tax ID:	Quote: Q011095
Taken By:	Cust Fed Tax ID:	
Installer:	Ship Via:	
SalesRep:	Adv. Code:	

Bill To: WalkIn

Kurt Polley Door
123 E. Main st
MARSHALLTOWN, IA 50158

Sold To: WalkIn

North Side Door 123 E. Main
8/24/2023

(641) 691-7283

Qty	Part Number	Description	Disc%	Sell	Total
1	COM	Commercial Glazing Bronze Entry Door	0	\$2,799.00	\$2,799.00
1	LA	Labor	0	\$1,400.00	\$1,400.00
1	MISC	Fasteners and Sealants	0	\$50.00	\$50.00

THANK YOU FOR YOUR BUSINESS.

Bronze Entry Door
Narrow Stile
10" Bottom Rail
Butt Hinges
Standard Push/Pull Hardware
Closer/Sweep

1" Low-E Temp IG
*Door Size 43 1/2"

Sub Total: \$4,249.00

Tax: \$297.43

Total: \$4,546.43

K&K Preferred Properties

119 E Main St

Marshalltown, IA

Estimate to paint lower brick 123 E Main St.	\$1000.00
--	-----------



MSHT30226369



PAGE 1 of 3

Store # 3284 MARSHALLTOWN
4 IOWA AVE W
MARSHALLTOWN, IA 50158

**SPECIAL ORDER CONTRACT
GUEST COPY**

FAX: 641-753-6514
EMAIL:

GUEST NAME - ADDRESS - PHONE

Kurtis Polley
119 E Main St
Apt B
Marshalltown, IA 50158-1745
Phone: 6416917283
Email: kurt@fivestarthometeam.com

Additional Information:
Design #: 328458530897

IMPORTANT

1. Verify quoted product and quantity
2. Product will be ordered upon payment
3. Track order on Menards.com
4. Pick up order within 14 days of arrival at store
5. Retain receipt

SOLD BY

ORDER DATE

2039248

7/19/2023

Estimated arrival:

8/16/2023

Email Notifications: kurt@fivestarthometeam.com

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
2	Online Window Store JeldwenVinyl JELD-WEN Premium 32 W x 84 H Double Hung RO Width=32.5 RO Height=84.5 Frame Width=32 Frame Height=84 JELD-WEN Premium Double Hung Assembly = Full Unit Installation & Frame Type = With Nailing Flange Measurement Type = Actual Size Country Where Unit Will Be Installed = USA Frame Width = Custom Custom Frame Width = 32 Frame Height = Custom Custom Frame Height = 84 Sash Split = Even Divide Lower Sash Height = 42.25 Impact Rating = Not Impact Performance Grade Rating = PG35, DP+35/-40 Does Unit Meet Egress Requirements? = Meets 5.7 sqft Egres Exterior Finish = White Interior Finish = White Grille Type = No Grilles Lock Hardware Type = Style Cam Lock(s)	4001375	\$696.17	\$1,392.34

Product must be paid for before it will be ordered from our vendor. Prices shown are valid today only.

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. "Custom made" special order merchandise purchased from Menards is **NON-REFUNDABLE**. Purchaser is responsible for providing to Menards all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards within 3 days of receiving the product. Purchaser understands that all product is sold "AS IS," and the manufacturer's warranty, if any, is controlling. **MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT.** There are no representations that the products listed herein meet local, state, or federal code requirements. Menards liability shall not exceed the purchase price of the products sold. **MENARDS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Menards agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 14 days from the date of its availability, Menards may liquidate the product and shall be entitled to a **25% restocking fee**. Menards may withhold any payment received as partial satisfaction. Purchaser agrees that Menards is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. Purchaser agrees that all arbitrators selected shall be attorneys. This provision shall supersede any contrary rule or provision of the forum state. **YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.**

(CONTINUED ON NEXT PAGE)

For the most accurate and up-to-date status of your order,
please visit:

www.menards.com

If this is a partial pickup, please verify all quantities/items
being signed for. Menards is not responsible for shortages
after leaving the yard.



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

F=Façade

C=Code

<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Total Investment</u>
2006	F	36 E Main St	Those Ink Guys	5,003.00	\$20,015
2007	F	219 E Main St	Bob's Furniture	7,110.00	\$30,325
2007	F	117 W Main St	Mike's Bikes	7,395.00	\$31,927
2008	F	118 W Main St	Headliner	5,743.00	\$22,973
2010	F	107 N Center St	Showroom Auto	21,698.00	\$179,528
2010	F	118 E Main St	Peglow Law	8,500.00	\$49,545
2010	B	101 W Main St	Devaul Inc	14,994.00	\$105,000
2010	F	5 W Main St	Ocean City	16,693.00	\$91,243
2011	B	4 E Main St	Zamora Market	2,688.50	\$50,000
2012	B	5 W Boone St	Don Anderson	13,121.50	\$160,609
2013	B	134 E Main St	Common Bond	45,500.00	\$8,000,000
2013	B	119 E Main St	Kester	20,000.00	\$160,000
2014	F	105 W Main St	McGregor - Antique	12,500.00	\$180,000
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtow	50,972.50	\$282,776
2015	C	208 E Church St	Aaron Benscoster	20,000.00	\$490,000
2015	F	16 E Main St	CGA	5,740.00	\$22,960
2015	F	119 E Main St	Kester	5,445.70	\$24,053
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	\$38,650
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487
2019	F	17 N. 1st St.	Avalos	8,500.00	\$35,303
2019	F	19-21 S. 2nd Ave	Hagstrand	8,368.68	\$33,475
2019	F	30 E Main (Façade)	Miller	5,500.73	\$22,003
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	\$7,285
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	\$84,240
2020-065	C	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,819.50	\$15,278
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	\$19,479
2020-172	F	207 E. Main St. (Facade upgrade)	Grey: Dave's Bar	3,873.40	\$15,494
2020-190	F	32 E. Main/8 N 1st St	Bplus Properties (SportsPlus &	8,558.75	\$34,235
2020-195	C	201 E. Main Street (Code upgrade)	M'town Senior Living Residenc	20,000.00	\$103,580
2020-195	F	201 E. Main Street (Facade)	M'town Senior Living Residenc	21,408.50	\$121,484
2020-239	F	4 E. Main Street (Façade)	Zamora's Fresh Market	12,500.00	\$102,356
2020-274	F	14-16 E. Main St (Façade)	Matt Garber (NW Mutual & C	4,250.00	\$17,000
2020-275	C	13 N. 1st Street (Code upgrade)	Gabriella Vagas Avalos	16,569.01	\$66,276
2020-279	F	120 E. Main Street (Façade)	Sonia Morceigo (7 Rayos Liquor	3,009.38	\$12,250
2020-316	F	118 W. Main St. (Façade)	Marla Grabenbauer (Headline	1,712.44	\$7,560
2020-317	C	210 E. Main St. (Code upgrade)	Deim Holdings LLC	19,642.54	\$78,470
2021-164	C	4 E. Main Street (Code)	Zamora's Fresh Market	17,746.75	\$70,987
2021-218	C	207 E. Main St. (Code upgrade 2nd story)	REM Homes LLC	2,845.00	\$11,380
2021-254	F	202 E. Church St. (Façade)	REM Homes LLC	15,190.91	\$60,764
2021-335	F	34 W. Main (Façade)	Hopkins Property LLC	21,000.00	\$305,310
2021-336	C	34 W. Main (Code)	Hopkins Property LLC	19,492.50	\$77,970

F=Façade C=Code					Total	
<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Investment</u>	
2021-337	F	36 W. Main (Façade)	Willard Property LLC	38,000.00	\$388,608	
2021-338	C	36 W. Main (Code)	Willard Property LLC	20,000.00	\$116,955	
2022-059	F	26 E. Main (Façade)	Simms Construction LLC	12,500.00	\$71,181	
2022-060	C	26 E. Main (Code)	Simms Construction LLC	20,000.00	\$131,150	
2022-242	F	119 E. Main West & North sides (Façade)	K&K Preferred Properties	21,000.00	\$93,393	
2023-068	C	119 E. Main (code)	K&K Preferred Properties	12,223.16	\$48,893	
2023-069	F	119 E. Main (Façade east side)	K&K Preferred Properties	2,315.75	\$9,263	
2023-070	F	123 E Main (Façade south side)	K&K Preferred Properties	5,266.30	\$21,065	
		123 E Main (Façade north side)	K&K Preferred Properties	5,631.63	\$22,527	
SUB-TOTAL				655,215.11	\$12,218,084	
COUNCIL REALLOCATED TO MCBF FOR OPERATIONS DUE TO TORNADO FY19				40,000.00		
TOTAL COMMITTED				695,215.11		
CERTIFIED FUNDS				390,000.00		
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand				20,000.00		
9-28-19 Council approved additional funding for FY21 \$40,000				40,000.00		
7-13-20 Council approved additional funding for FY21 \$80,000				80,000.00		
11-23-20 Council approved for FY22 (Res 2020-323) \$40,000				40,000.00		
11-22-21 Council approved additional funding for FY22 with cash on hand \$80,000-7,000-3873.40 F				73,000.00		
11-22-21 Council approved funding for FY23 (Res 2021-341) \$50,000				50,000.00		
11-28-22 Council approved funding for FY24 (Res 2022-335) \$50,000				50,000.00		
BALANCE REMAINING after Sept 2023 application presented				47,784.89		

RESOLUTION APPROVING A PROFESSIONAL ADMINISTRATIVE SERVICES AGREEMENT WITH REGION 6 RESOURCE PARTNERS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY TREE CANOPY AND TREE REPLANTING PROGRAM

WHEREAS, the State of Iowa has received a Community Development Block Grant for the purposes of Disaster Recovery, resulting from the federally declared disaster of the derecho in 2020, that is being administered by the Iowa Economic Development Authority; and

WHEREAS, one of the major program funding goals is to help restore the tree canopy in low-to-moderate income areas in communities devastated by the disaster; and

WHEREAS, the grant funding includes \$1,000 per tree and \$50 per tree for project delivery; and

WHEREAS, the City of Marshalltown was awarded a \$200,000 CDBG-DR grant which provides the City of Marshalltown the opportunity to replant right-of-way areas in Census Tracts 9505, 9506, and 9509, all of which have a low-to- moderate income population of 50 percent or greater and were impacted by the August 2020 derecho.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN, that the Professional Administrative Services Agreement with Region 6 Resource Partners for the CDBG-DR Tree Canopy and Tree Replanting Program, contract 20-DRI-023 is hereby approved and the Mayor is directed to execute the agreement and any documents required by the grant.

Passed this 11th day of September 2023, and signed this _____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. 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: Sept 1, 2023
RE: Approve contract with Region 6 for administrative management of the Derecho CDBG Tree Planting Grant

Policy Issue: City policy requires Governing Body approval of contracts.

Recommendation: Staff recommends approving the contract with Region 6 to oversee the Derecho CDBG grant for the planting of trees in Ward 1.

Background: The city was awarded a Derecho CDBG grant to plant new trees in Ward 1. This grant is for \$200,000 and due to that amount the state is requiring the city to use an outside entity to oversee the administration of the grant. We are recommending signing a contract with Region 6 who has done other similar projects for the city, most recently Elks Park Improvements.

Budget Impact: This project and administrative fees to Region 6 will be covered by the grant. No city dollars will be used for this project.

Attachment: Region 6 contract

City Council

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



**AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN
AND
REGION 6 RESOURCE PARTNERS
FOR
PROFESSIONAL ADMINISTRATIVE SERVICES**

This is an AGREEMENT made as of _____, 2023, by and between THE CITY OF MARSHALLTOWN, hereinafter called the "Grantee" and the Region 6 Resource Partners, hereinafter called the "Administrator".

Grantee intends to provide comprehensive administrative management services for the Grantee's 2023 **\$200,000** CDBG grant for tree replanting. The contract number is 20-DRI-023.

Grantee and Administrator, in consideration of mutual covenants herein, agree in respect to the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator shall serve as the Grantee's professional administration representative in those phases of the project to which this agreement applies, and will give consultation and advice to Grantee during the project's performance.

SECTION 1 - TERMS AND CONDITIONS

- 1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs the Region 6 Resource Partners to perform all grant administration/management services associated with the Project, subject to the terms and conditions stated below.

SECTION 2 - PERSONNEL

- 2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

SECTION 3 - SCOPE OF SERVICES

- 3.1 The administrator shall perform all mutually agreed upon and necessary services required to carry out grant administration/management as set forth in the following Scope of Services.

3.2 **GENERAL PROVISIONS**

- A. Assure understanding of terms and conditions of the Iowa Economic Development Authority.
- B. Identify applicable state and federal laws and regulations.
- C. Assist the Grantee in complying with state and federal requirements.
- D. Monitor and evaluate project, progress so as to facilitate compliance with applicable federal and state laws and regulations.
- E. Attend meetings of the Grantee governing body as needed.
- F. Represent the Grantee at meetings and with other parties or interests, as required.
- G. Provide all documentation needed by the IEDA and other funding sources for monitoring.

3.3 **FINANCIAL MANAGEMENT**

- A. Establish a spreadsheet for tracking project costs, and different project revenue sources. These sources shall tie back to the CDBG approved contract.
- B. Prepare CDBG and other project fund sources. Make sure the project continually meets the ration of CDBG and other funds – same as the ratios from the funding agreement.
- C. Obtain City approval documentation for each invoice (minutes), and proof of payment (copy of

- check).
- D. Make all financial adjustments as needed in IowaGrants.
- E. CDBG funds shall now be on a reimbursement basis.
- F. Understanding City deadlines for payment processing and meeting those procedures.
- G. Every 6 months execute a CDBG fund request.
- H. All projects must be completed within 3 years with clear steps to meet.

3.4 PROCUREMENT AND CONTRACTS

- A. Maintain proper procurement documentation for all project expenditures. For sealed bid need – bid solicitation (spec book) document, affidavit of publication on request for bids, copy of the low bid packet, copy of bid bond, Section 3 form, bid tabulation sheet, engineers estimate, and award documentation. For small purchase items – 3 or more written quotes, written quote solicitation document, Section 3 form, and award decision. For request for proposal items – written request for proposal with the relative importance of each factor (price must be a factor but not necessarily the highest), 3 or more proposals, Section 3 documentation, and award decision. The grant administrator may need to write up acceptable documentation for some of these steps.
- B. IowaGrants contractor and subcontractor eligibility documentation and SAM.gov. This step must be done prior to executing any contracts.
- C. Obtain proper wage rate determination for the project – SAM.gov. Check prior to bid opening on updates to wage rate determination.
- D. Include proper CDBG and other language in procurement solicitation documents – CDBG required contract language, CDBG job site posters, Section 3.
- E. Section 3 hours documentation for general contractor and subcontractors on project if CDBG expenditures exceed \$200,000 per address.
- F. Copy of written contracts for items that are procured. For sealed bid items, they must have performance and payment bonds, with a copy.
- G. Copy of any change orders issued during the construction.
- H. Go through special procedures with IEDA and others if there is only one bidder. Two bidders are acceptable for most things.
- I. Potentially exclude architect and engineering services from budget so that services can get underway prior to grant award and minimize procurement issues.

3.5 LABOR STANDARDS

- A. For any CDBG projects where this applies must have the following in the file:
 1. Wage rate determination for each procurement.
 2. Certified payroll from the general contractor and each subcontractor. The payroll must be signed by the company President in blue ink. If not, the President must sign a form in blue on company letterhead issuing that authority to someone else.
 3. The wage and benefit levels shall meet the levels in the water rate determination. Benefits shall be itemized by employee on an hourly basis. The benefits shall be acceptable.
 4. If the employee has other deductions, the employee must approve.
 5. If any apprentices work on the project, appropriate approval documentation is needed from the Department of Labor for the time frame the construction is ongoing.
 6. Conduct employee interviews on the project to ensure that the employer is meeting standards.

3.6 MISCELLANEOUS OTHER COMPLIANCE

- A. Hold a CDBG status of funds hearing prior to 50% construction completion.
- B. Publish and guide the grantee with any necessary Fair Housing compliance activities.

- C. Hold any necessary Section 3 low- and moderate-income worker recruitment efforts.
- D. Ensure that the contractor has proper postings, and that the project has any needed CDBG signs.
- E. Execute any mortgages that may be needed.
- F. Obtain proper documentation that other funds are available for the project.
- G. Maintain a copy of the original income survey.
- H. On some projects, complete a new income survey at the end of the project – select community facility projects.

3.7 ENVIRONMENTAL

- A. Update the original project environmental review documents as needed.
- B. If the project is a phased project, complete noise, floodplain, and any other environmental document updates.
- C. Copy of all environmental documents – original signatures.
- D. Asbestos inspection documents, if needed. Proper asbestos abatement procedures, if applicable.
- E. Ensure that all construction activities take place after all environmental approvals.
- F. Copy of the DNR permit. Sometimes other permits needed.

SECTION 4 - COMPENSATION

- 4.1 The Grantee shall compensate the Administrator for services provided under Section 3. Payment shall be due in a timely manner upon receipt of billing statements.
- 4.2 Services rendered under this contract shall be billed at actual cost. The maximum amount that may be billed to THE CITY OF MARSHALLTOWN for the general administration on this project is \$4,733.
- 4.3 The services of the Administrator shall commence as of August 22, 2023, and continue until the project is completed.

SECTION 5 - TERMINATION OF CONTRACT

5.0 TERMINATION OF CONTRACT FOR CAUSE.

- A. If, through any cause, the Administrator shall fail to fulfill in timely and proper or if the Administrator shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished, documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the Grantee become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the Administrator shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Administrator; and the Grantee may withhold payments to the Administrator for the purpose until such time as the exact amount of damages due the Grantee from the Administrator is determined.

5.1 TERMINATION FOR CONVENIENCE OF THE GRANTEE:

- A. The Grantee may terminate this contract at any time by giving at least ten (10) days notice in writing to the Administrator. If the Administrator is terminated by the Grantee as provided herein, the Administrator will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Section 5.0 of this

contract shall apply.

5.2 AMENDMENTS:

- A. The Grantee may, from time to time, request changes in the scope of the services of the Administrator to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the Grantee and the Administrator, shall be incorporated as written amendments to this Contract.

5.3 ASSIGNABILITY:

- A. The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent. Provided, however, that claims for money by the Administrator from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.

5.4 RECORDS AND AUDITS:

- A. The Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Grantee to assure proper accounting for all project funds. These records will be made available for audit purposes to the Grantee or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Grantee.

5.5 FINDINGS CONFIDENTIAL:

- A. All of the reports, information, data, etc..., prepared or assembled by the Administrator under this contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.

5.6 EQUAL EMPLOYMENT OPPORTUNITY:

- A. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminatory clause.
- B. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Administrator will comply with all provisions of Executive Order 11246, as amended by Executive Order 11375.

- E. The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Grantee's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Administrator's non compliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the Administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Administrator becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee, Department of Housing and Community Development, the Administrator, may request the United States to enter into such litigation to protect the interests of the United States.
- H. Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- I. Section 109 of the Housing and Community Development Act of 1974.
 - a. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- J. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
 - a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- K. Interest of Members of a Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interests, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance.
- L. Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Administrator shall take appropriate steps to ensure compliance.

- M. Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- N. Section 504, Rehabilitation Act of 1973.
- O. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
- P. Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34).
- Q. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
- R. Title VIII of the Civil Rights Act of 1968, as amended.
- S. Federal Executive Order 11063, as amended by Executive Order 12259.
- T. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Department of Economic Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- U. No federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence any officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- V. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit standard form-LLL, "disclosure form to report federal lobbying" in accordance with its instruction.
- W. The administrator shall require that the language of this certification (u & v) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- X. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting: The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.
- Y. Recycled Materials: The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states: When appropriate, specifications shall include requirements for the use of recovered materials and products. The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

5.7 SECTION 3 COMPLIANCE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent

feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5.8 COMPLIANCE WITH LOCAL LAWS:

- A. The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the Grantee harmless with respect to any damages arising from any tort done by this Administrator.

SECTION 6 - INSURANCE

- 6.1 Region 6 Planning Commission shall maintain liability, workers compensation, and errors and omissions insurance over the term of this contract.

SECTION 7 - EFFECTIVE DATE

The effective date of this Agreement is _____, 2023.

IN WITNESS WHEREOF, the parties to these present have hereunto caused these present to be executed the day

and the year first mentioned above.

_____ Date _____
Joel Greer, Mayor of Marshalltown

_____ Date _____
Marty Wymore, Region 6 Resource Partners

**RESOLUTION APPROVING OFFER TO PURCHASE UTILITY EASEMENT WITH
INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL # 8418-28-302-004**

WHEREAS, the City of Marshalltown owns former Iowa River Railroad property located in the North ½ of the Southwest ¼ of Section 28, Township 84 North, Range 18 West of the Fifth P.M. in Marshall County, Iowa (Parcel 8418-28-302-004), which current use is right-of-way for the Iowa River's Edge Trail system; and

WHEREAS, the City of Marshalltown has been approached to grant an easement for a utility line easement, to construct and maintain underground electrical, fiber optic, and telecommunication lines with other necessary fixtures, appurtenances and equipment; and

WHEREAS, the City of Marshalltown has been asked to accept the offer to purchase the easement while final routing and easement negotiations are underway by Interstate Power and Light Company; and

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the easement for the utility line easement is hereby approved.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to approve and execute the easement on behalf of the City of Marshalltown, Iowa upon final determination of easement need by Interstate Power and Light Company.

Passed this 11th day of September 2023 and signed this _____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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 Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 11, 2023
RE: Interstate Power and Light Company Easement Request – Iowa River’s Edge Trail near Summit St - Parcel 8418-28-302-004

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:

Providing this utility company an easement allows them to increase reliability and improve communication internally across their plants, substation, and other critical infrastructure locations.

Recommendation:

City Staff recommend approving easement.

Budget Impact:

\$100 in revenue for agreeing to sign easement; Another \$400 if easement is fully executed and recorded. Revenue will be deposited into 001.2060, which is a General Fund – Engineering Division Transaction, that is the same location revenue is deposited for Work in ROW / Excavation Permits.

Description/Background:

Interstate Power and Light Company (known locally as Alliant Energy) reached out to City Engineering to request an easement for a multi-county fiber line connection project.

In review of the request, City staff requested and IPL approved language that provides the city protection from being the responsible financial party in the event a public project necessitates relocation of the utility in the future. This language was added, as shown in red, below:

..... Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above **except for cases where public improvements by the City of Marshalltown are proposed. In cases where the City of Marshalltown constructs public improvements and there is a conflict in the proposed public improvements and the Grantee’s facilities, the Grantee agrees to relocate the facilities at the Grantee’s sole cost.**

CITY COUNCIL

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



The location of the easement is approximately as shown below along the Iowa River's Edge Trail, just NW of the Summit Street Bridge. The exact location will be determined with final routing and may not require both easements on the city council this evening to be fully executed/recorded.

APPROXIMATE EASEMENT MAP

City of Marshalltown
Parcel ID 8418-28-302-004
Marshalltown, Iowa 50158



Approximate easement area is highlighted in red, this map not a survey.

i:\public works\council items\2023\easement - ipl_alliant\23 09 07\memo_ipl easement 8418-28-302-005.docx

CITY COUNCIL

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



Prepared by: Rachel Spellerberg – ProSource Technologies - 225 2nd Street SE, Suite 210 – Cedar Rapids, IA 52401 (888) 289-7341
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **The City of Marshalltown, Iowa, an Iowa municipality** ("Grantor(s)", ADDRESS: 24 N Center St, Marshalltown, IA 50158 do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric, fiber optic, and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, fiber optic, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Marshall, and the State of Iowa:

See Attached EXHIBIT A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above except for cases where public improvements by the City of Marshalltown are proposed. In cases where the City of Marshalltown constructs public improvements and there is a conflict in the proposed public improvements and the Grantee's facilities, the Grantee agrees to relocate the facilities at the Grantee's sole cost.

Grantor(s) also agrees to allow Grantee to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

Grantee, at its sole discretion, shall have the right to assign, lease, or sell all or some of its fiber optic transmission capacity to third-party users.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

THE CITY OF MARSHALLTOWN, IOWA, AN IOWA MUNICIPALITY:

GRANTOR(S):

By: _____ By: _____
Print Name: Print Name:

By: _____ By: _____
Print Name: Print Name:

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

EXHIBIT A

Parent Parcel:

A portion of the North Half of the Southwest Quarter of Section 28, in Township 84 North, Range 18 West of the Fifth P.M., Marshall County, Iowa, more typically described as: Iowa River Railroad, Inc, formerly known as the Marshalltown Industrial Lead as presently owned, constructed, and operated in, over, and across the North Half of the SW1/4 28-84N-18W.

As conveyed by Quit Claim Deed, recorded October 3, 2014, as Document No. 2014-00005039, in Marshall County, Iowa.

Easement:

Commencing at a point which is approximately Sixty-Three (63') feet Northwest of the Southeast (SE) corner (Point of Beginning); thence West parallel with the South property line approximately One Hundred Ninety (190') feet to a point which is approximately Sixty-Three (63') feet Northwest of the Southwest (SW) corner; thence Northwest along the West property line approximately Twenty-One (21') feet; thence East parallel to the South property line approximately One Hundred Ninety (190') feet; thence Southeast approximately Twenty-One (21') feet to the Point of Beginning.

OFFER TO PURCHASE PERMANENT UTILITY EASEMENT

PROJECT IPL Fiber Expansion
EASEMENT Parcel ID 8418-28-302-004
ADDRESS Marshalltown, IA 50158
DATE 9/5/2023

OWNER The City of Marshalltown, Iowa, an Iowa municipality
MAILING 24 N Center St.,
ADDRESS Marshalltown, IA 50158

Interstate Power and Light Company/Alliant Energy provides the following offer for participation in the voluntary IPL Fiber project. Alliant Energy presents to you an offer of \$100.00 (Dollars for signing the voluntary utility easement agreement), then once the final route determination is made by the engineering design team the following additional compensation will be paid for those parcels where a private easement will be recorded \$ 413.00.

No easements will be recorded until the final determination is made. All easements that are not used will be returned to the owners. The \$100.00 signing compensation is yours to keep no matter the final determination.

By: 
Rachel, ProSource
Contracted Agent for Alliant Energy

**RESOLUTION APPROVING OFFER TO PURCHASE UTILITY EASEMENT WITH
INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL # 8418-28-302-005**

WHEREAS, the City of Marshalltown owns former Iowa River Railroad property located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 84 North, Range 18 West of the Fifth P.M. in Marshall County, Iowa (Parcel 8418-28-302-005), which current use is right-of-way for the Iowa River's Edge Trail system; and

WHEREAS, the City of Marshalltown has been approached to grant an easement for a utility line easement, to construct and maintain underground electrical, fiber optic, and telecommunication lines with other necessary fixtures, appurtenances and equipment; and

WHEREAS, the City of Marshalltown has been asked to accept the offer to purchase the easement while final routing and easement negotiations are underway by Interstate Power and Light Company; and

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the easement for the utility line easement is hereby approved.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to approve and execute the easement on behalf of the City of Marshalltown, Iowa upon final determination of easement need by Interstate Power and Light Company.

Passed this 11th day of September 2023 and signed this _____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, 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 Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 11, 2023
RE: Interstate Power and Light Company Easement Request – Iowa River’s Edge Trail near Summit St - Parcel 8418-28-302-005

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:

Providing this utility company an easement allows them to increase reliability and improve communication internally across their plants, substation, and other critical infrastructure locations.

Recommendation:

City Staff recommend approving easement.

Budget Impact:

\$100 in revenue for agreeing to sign easement; Another \$400 if easement is fully executed and recorded. Revenue will be deposited into 001.2060, which is a General Fund – Engineering Division Transaction, that is the same location revenue is deposited for Work in ROW / Excavation Permits.

Description/Background:

Interstate Power and Light Company (known locally as Alliant Energy) reached out to City Engineering to request an easement for a multi-county fiber line connection project.

In review of the request, City staff requested and IPL approved language that provides the city protection from being the responsible financial party in the event a public project necessitates relocation of the utility in the future. This language was added, as shown in red, below:

..... Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above **except for cases where public improvements by the City of Marshalltown are proposed. In cases where the City of Marshalltown constructs public improvements and there is a conflict in the proposed public improvements and the Grantee’s facilities, the Grantee agrees to relocate the facilities at the Grantee’s sole cost.**

CITY COUNCIL

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



Prepared by: Rachel Spellerberg – ProSource Technologies - 225 2nd Street SE, Suite 210 – Cedar Rapids, IA 52401 (888) 289-7341
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **The City of Marshalltown, Iowa, an Iowa municipality** ("Grantor(s)", ADDRESS: 24 N Center Street, Marshalltown, IA 50158 do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric, fiber optic, and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, fiber optic, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Marshall, and the State of Iowa:

See Attached EXHIBIT A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above except for cases where public improvements by the City of Marshalltown are proposed. In cases where the City of Marshalltown constructs public improvements and there is a conflict in the proposed public improvements and the Grantee's facilities, the Grantee agrees to relocate the facilities at the Grantee's sole cost.

Grantor(s) also agrees to allow Grantee to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

Grantee, at its sole discretion, shall have the right to assign, lease, or sell all or some of its fiber optic transmission capacity to third-party users.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

THE CITY OF MARSHALLTOWN, IOWA, AN IOWA MUNICIPALITY:

GRANTOR(S):

By: _____ By: _____
Print Name: Print Name:

By: _____ By: _____
Print Name: Print Name:

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known
or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

EXHIBIT A

Parent Parcel:

A portion of the Southeast Quarter of the Southwest Quarter of Section 28, in Township 84 North, Range 18 West of the Fifth P.M., Marshall County, Iowa, more typically described as that certain line of property, variable in width, of the Iowa River Railroad, Inc, formerly known as the Marshalltown Industrial Lead, as presently owned, constructed, and operated in, over, and across the Subdivision of SE SW 28-84-18.

As conveyed by Quit Claim Deed, recorded October 1, 2014, as Document No. 2014-00005039, in Marshall County, Iowa.

Easement:

A Ten (10') foot wide easement centerline of said easement being more particularly described as: Commencing at the Northeast (NE) corner; thence South along the Northeast property line approximately One Hundred (100') feet to the Point of Beginning; thence Southwest parallel to the road right of way approximately One Hundred Fifty-Three (153') feet to the Point of Ending.

OFFER TO PURCHASE PERMANENT UTILITY EASEMENT

PROJECT IPL Fiber Expansion
EASEMENT Parcel ID 8418-28-302-005
ADDRESS Marshalltown, IA 50158
DATE 9/2/2023

OWNER The City of Marshalltown, Iowa, an Iowa municipality
MAILING 24 N Center St.,
ADDRESS Marshalltown, IA 50158

Interstate Power and Light Company/Alliant Energy provides the following offer for participation in the voluntary IPL Fiber project. Alliant Energy presents to you an offer of \$100.00 (Dollars for signing the voluntary utility easement agreement), then once the final route determination is made by the engineering design team the following additional compensation will be paid for those parcels where a private easement will be recorded \$ 400.00.

No easements will be recorded until the final determination is made. All easements that are not used will be returned to the owners. The \$100.00 signing compensation is yours to keep no matter the final determination.

By: 
Rachel Spellerberg, ProSource
Contracted Agent for Alliant Energy

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT FOR THE KIWANIS PARK PROJECT #PRK22003 IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$227,729.25 TO BROTHERS
CONCRETE**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Kiwanis Park Project, in the City of Marshalltown, as described in the plans and specifications therefore; and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit;

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Brothers Concrete, Des Moines	\$227,729.25
Ciro DiLoro Masonry & Landscaping, Marshalltown	\$231,877.75
Caliber Concrete LLC, Adair	\$316,137.40
Hay Construction, Marshalltown	\$431,154.79
Woodruff Construction, Ames	\$474,345.70
Boulder Contracting, Grundy Center	\$412,201.55
Minturn Inc, Brooklyn	\$403, 474.00

After consideration of all bids filed, there was determined by the Council that the bid of Brothers Concrete, is the best and lowest responsible bid for the public improvement as is herein outlined.

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. That the bid of Brothers Concrete and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Two Hundred Twenty-Seven Thousand Seven Hundred and Twenty-Nine and .25/100 (\$227,729.25) Dollars.

Section 2. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 11th day of September 2023, and signed this _____ day of September, 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Geoff Hubbard, Parks & Recreation Director
DATE: Sept 9, 2023
RE: Kiwanis Park Improvement Project (PRK22003)

Policy Issue: City purchasing policy requires the City to utilize competitive bidding procedures for horizontal projects estimated to cost more than \$139,000

☐ 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: Enhance Marshalltown's public image by updating and improving parks and amenities in the parks, specifically Kiwanis Park

Recommendation: Staff recommends approval of the resolution to order construction to Brothers Concrete for the Kiwanis Park Improvement Project, PRK22003.

Budget Impact: This project is planned to be funded through GO Bonds 363

Description/Background: Bids were received on Sept 6, 2023 for the Kiwanis Park Improvement Project, PRK22003. There were 7 bidders and the lowest qualified bidder was Brothers Concrete at \$227,729.25. Engineer's estimates were \$234,087.50 and is within what is budgeted for this project. The work will include constructing a basketball court, pickleball court, turf volleyball court, soccer field, shelter and ADA accessible sidewalks from the parking lot.

Attachments - Bid Tabulation and Notice to Award

CITY COUNCIL

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





BID TABULATION
KIWANIS PARK IMPROVEMENTS
MARSHALLTOWN, IOWA
McCLURE PROJECT # 2023000568



LETTING DATE: SEPTEMEBER 6TH, 2023 AT 10:00 AM				ENGINEER'S ESTIMATE		1	2	3	4	5	6						
						BROTHERS CONCRETE	Caliber Concrete LLC	Hay Construction Services, Inc	Woodruff Construction, Inc	Ciro Dilorio Masonry & Landscaping, LLC	Boulder contracting, LLC						
						Des Moines	Location	Marshalltown, IA	Ames, IA	Marshalltown, IA	Grundy Center, IA						
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 2 - EARTHWORK																
1	Topsoil, On-site	CY	1175	\$ 12.00	\$ 14,100.00	\$ 12.00	\$ 14,100.00	\$ 21.47	\$ 25,227.25	\$ 18.40	\$ 21,620.00	\$ 22.50	\$ 26,437.50	\$ 12.63	\$ 14,840.25	\$ 15.00	\$ 17,625.00
2	Excavation, Class 10	CY	1650	\$ 8.00	\$ 13,200.00	\$ 5.50	\$ 9,075.00	\$ 14.82	\$ 24,453.00	\$ 23.00	\$ 37,950.00	\$ 28.10	\$ 46,365.00	\$ 8.50	\$ 14,025.00	\$ 15.00	\$ 24,750.00
3	Subgrade Preparation	SY	830	\$ 5.00	\$ 4,150.00	\$ 5.00	\$ 4,150.00	\$ 4.50	\$ 3,735.00	\$ 11.50	\$ 9,545.00	\$ 14.10	\$ 11,703.00	\$ 5.00	\$ 4,150.00	\$ 4.50	\$ 3,735.00
4	Subbase, Modified, 4 Inch	SY	980	\$ 12.00	\$ 11,760.00	\$ 8.50	\$ 8,330.00	\$ 12.00	\$ 11,760.00	\$ 11.50	\$ 11,270.00	\$ 14.10	\$ 13,818.00	\$ 10.00	\$ 9,800.00	\$ 11.00	\$ 10,780.00
	DIVISION 4 - SEWERS AND DRAINS																
5	Subdrain, 6 Inch Diameter Corrugated PVC or HDPE, Perforated	LF	156	\$ 20.00	\$ 3,120.00	\$ 20.50	\$ 3,198.00	\$ 48.00	\$ 7,488.00	\$ 34.50	\$ 5,382.00	\$ 42.20	\$ 6,583.20	\$ 20.00	\$ 3,120.00	\$ 30.00	\$ 4,680.00
6	Subdrain Cleanout, Type A-2, 6 Inch	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 875.00	\$ 2,625.00	\$ 250.00	\$ 750.00	\$ 1,725.00	\$ 5,175.00	\$ 2,099.90	\$ 6,299.70	\$ 500.00	\$ 1,500.00	\$ 715.00	\$ 2,145.00
7	Subdrain Outlets and Connections, PVC or HDPE, 6 Inch	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,150.00	\$ 1,150.00	\$ 1,405.40	\$ 1,405.40	\$ 450.00	\$ 450.00	\$ 1,720.00	\$ 1,720.00
	DIVISION 7 - STREETS AND RELATED WORK																
8	Pavement, PCC, 6 Inch, Class C, Reinforced	SY	830	\$ 65.00	\$ 53,950.00	\$ 70.00	\$ 58,100.00	\$ 85.63	\$ 71,072.90	\$ 74.75	\$ 62,042.50	\$ 84.50	\$ 70,135.00	\$ 58.50	\$ 48,555.00	\$ 95.00	\$ 78,850.00
9	PCC Pavement Samples and Testing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,300.00	\$ 2,300.00	\$ 16,430.60	\$ 16,430.60	\$ 3,500.00	\$ 3,500.00	\$ 12,250.00	\$ 12,250.00
10	Removal of Sidewalk	SY	30	\$ 20.00	\$ 600.00	\$ 35.00	\$ 1,050.00	\$ 9.00	\$ 270.00	\$ 34.50	\$ 1,035.00	\$ 42.20	\$ 1,266.00	\$ 20.00	\$ 600.00	\$ 68.00	\$ 2,040.00
11	Sidewalk, PCC, 4 Inch	SY	150	\$ 50.00	\$ 7,500.00	\$ 45.00	\$ 6,750.00	\$ 60.44	\$ 9,066.00	\$ 80.50	\$ 12,075.00	\$ 110.90	\$ 16,635.00	\$ 50.00	\$ 7,500.00	\$ 92.00	\$ 13,800.00
	DIVISION 8 - TRAFFIC CONTROL																
12	Painted Pavement Markings, Durable	LF	690	\$ 5.00	\$ 3,450.00	\$ 8.50	\$ 5,865.00	\$ 5.00	\$ 3,450.00	\$ 9.95	\$ 6,865.50	\$ 2.40	\$ 1,656.00	\$ 7.75	\$ 5,347.50	\$ 4.50	\$ 3,105.00
	DIVISION 9 - SITE WORK AND LANDSCAPING																
13	Conventional Seeding and Fertilizing, Type 1	AC	1.6	\$ 1,000.00	\$ 1,600.00	\$ 2,750.00	\$ 4,400.00	\$ 3,000.00	\$ 4,800.00	\$ 2,875.00	\$ 4,600.00	\$ 4,349.00	\$ 6,958.40	\$ 2,000.00	\$ 3,200.00	\$ 2,050.00	\$ 3,280.00
14	SWPPP Management	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,800.00	\$ 7,800.00	\$ 5,520.00	\$ 5,520.00	\$ 5,482.30	\$ 5,482.30	\$ 4,800.00	\$ 4,800.00	\$ 4,100.00	\$ 4,100.00
15	Filter Sock, 9"	LF	1105	\$ 3.00	\$ 3,315.00	\$ 2.75	\$ 3,038.75	\$ 2.25	\$ 2,486.25	\$ 3.45	\$ 3,812.25	\$ 4.20	\$ 4,641.00	\$ 3.00	\$ 3,315.00	\$ 2.10	\$ 2,320.50
16	Filter Socks, Removal	LF	1105	\$ 0.50	\$ 552.50	\$ 0.50	\$ 552.50	\$ 1.00	\$ 1,105.00	\$ 0.58	\$ 640.90	\$ 0.70	\$ 773.50	\$ 0.50	\$ 552.50	\$ 0.01	\$ 11.05
17	Erosion Control Mulching, Hydromulching, BFM	AC	1.6	\$ 3,500.00	\$ 5,600.00	\$ 2,750.00	\$ 4,400.00	\$ 3,000.00	\$ 4,800.00	\$ 6,325.00	\$ 10,120.00	\$ 4,349.00	\$ 6,958.40	\$ 3,500.00	\$ 5,600.00	\$ 2,600.00	\$ 4,160.00
18	Chain Link Fence, 48"	LF	190	\$ 45.00	\$ 8,550.00	\$ 42.50	\$ 8,075.00	\$ 50.00	\$ 9,500.00	\$ 24.44	\$ 4,643.60	\$ 51.60	\$ 9,804.00	\$ 43.45	\$ 8,255.50	\$ 48.00	\$ 9,120.00
19	Gates, Chain Link, 48"	EA	2	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,093.00	\$ 2,186.00	\$ 492.20	\$ 984.40	\$ 955.00	\$ 1,910.00	\$ 800.00	\$ 1,600.00
	DIVISION 11 - MISCELLANEOUS																
20	Construction Survey	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 7,763.00	\$ 7,763.00	\$ 2,003.70	\$ 2,003.70	\$ 3,000.00	\$ 3,000.00	\$ 11,250.00	\$ 11,250.00
21	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 17,630.00	\$ 17,630.00	\$ 65,550.00	\$ 65,550.00	\$ 14,058.20	\$ 14,058.20	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00
22	Concrete Footings for Basketball Hoop	EA	2	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,194.00	\$ 2,388.00	\$ 1,171.70	\$ 2,343.40	\$ 600.00	\$ 1,200.00	\$ 1,610.00	\$ 3,220.00
23	Concrete Footings for Pickleball Net	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,691.00	\$ 1,691.00	\$ 2,355.00	\$ 2,355.00	\$ 650.00	\$ 650.00	\$ 5,750.00	\$ 5,750.00
24	Concrete Footings for Volleyball Net	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 943.00	\$ 1,886.00	\$ 1,070.80	\$ 2,141.60	\$ 500.00	\$ 1,000.00	\$ 2,760.00	\$ 5,520.00
25	Picnic Shelter	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 27,500.00	\$ 27,500.00	\$ 36,560.00	\$ 36,560.00	\$ 28,204.90	\$ 28,204.90	\$ 37,374.20	\$ 37,374.20	\$ 33,273.00	\$ 33,273.00	\$ 40,000.00	\$ 40,000.00
26	Pickleball Court Surfacing	SY	242	\$ 20.00	\$ 4,840.00	\$ 30.00	\$ 7,260.00	\$ 30.00	\$ 7,260.00	\$ 29.69	\$ 7,184.98	\$ 52.20	\$ 12,632.40	\$ 22.10	\$ 5,348.20	\$ 75.00	\$ 18,150.00
27	Artificial Turf Surfacing	SY	264	\$ 150.00	\$ 39,600.00	\$ 140.00	\$ 36,960.00	\$ 191.00	\$ 50,424.00	\$ 411.19	\$ 108,554.16	\$ 557.20	\$ 147,100.80	\$ 150.00	\$ 39,600.00	\$ 410.00	\$ 108,240.00
TOTAL AMOUNT BID:				\$ 234,087.50		\$ 227,729.25		\$ 316,137.40		\$ 431,154.79		\$ 474,345.70		\$ 233,091.95		\$ 412,201.55	
BID SECURITY:				10%		10%		10%		10%		10%		10%		10%	

Notes:

Denotes math error. Unit prices were held and highlighted cells reflect corrected amounts.

NOTICE OF AWARD

Date of Issuance: Sept 11, 2023

Owner: City of Marshalltown

Owner's Project No.: PRK22-003

Engineer: City of Marshalltown

Engineer's Project No.: PRK22-003

Project: Kiwanis Park Improvements, PRK22-003

Contract Name: Base Bid

Bidder: Brothers Concrete

Bidder's Address: 4000 Colfax Ave, Des Moines, Iowa 50317

You are notified that Owner has accepted your Bid dated **Sept 6, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a basketball court, pickleball court, turf volleyball court, soccer field, shelter and ADA accessible sidewalks throughout the park.

The Contract Price of the awarded Contract is **\$227,729.25**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One Digital copy of the unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Four (4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: **City of Marshalltown, Iowa**

By *(signature)*:

Name *(printed)*:

Joel Greer

Title:

Mayor

**RESOLUTION ADOPTING THE GOVHR USA CLASSIFICATION AND
COMPENSATION PLAN FOR NON-BARGAINING POSITIONS AND USE OF
COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO IMPLEMENT THE NEW
COMPENSATION SCALE**

WHEREAS, the City of Marshalltown solicited proposals for the completion of a Classification and Compensation Study of non-bargaining positions; and

WHEREAS, GovHR USA completed said study and presented the City Council with a recommendation to implement a new classification and compensation plan; and

WHEREAS, the City Council desires to implement the new plan at the 65% percentile effective January 1, 2024.

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

Section 1. Staff are hereby authorized and directed to implement the proposed classification and compensation plan at the 65% percentile.

Section 2. Council-designated local option sales tax not-to-exceed \$77,010 is hereby authorized as the funding source for non-bargaining general fund positions for this implementation.

Section 3. Other non-bargaining positions paid with grants, road use tax or enterprise funds will fund the increases directly.

Passed this 11th day of September 2023, and signed this _____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: August 11, 2023
RE: Compensation Study

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: To obtain updated wage data through the completion of the GovHR Classification and Compensation Study

Recommendation: Direct staff to implement the classifications and related compensation plan at the 65th percentile.

Budget Impact: If implemented 1/1/24 and taking into account current vacancies, it would cost an additional \$77,010 to the General Fund. Grant funded and enterprise funded employees would be paid out of those funds.

Description/Background: GovHR has completed a Classification and Compensation study of approximately 60 non-union positions (90 employees) through the following process. A salary survey was sent out to 19 comparable communities with 15 responding. GovHR evaluated job descriptions, had each employee complete a Job Analysis Questionnaire (JAQ) and they interviewed at least one employee in each position to understand the scope of duties and responsibilities of the position. They, then, tabulated, summarized and analyzed all the data, putting together a proposed Classification and Compensation Plan.

At the July 24, 2023 Council meeting, GovHR presented the plan at the 50th and 65th percentiles. After Council discussion, Council gave direction to staff to compute the costs of implementing the plan at the 65th percentile effective January 1, 2024.

Finance staff have now computed the cost to update the FY24 payroll budget with an implementation of the new plan at January 1, 2024. This cost includes moving those that are below the new minimum of their pay range up to the base new minimum and moving all positions on to the new pay scale at the step closest, but not lower than, their current rate of pay. It also includes anniversary increases January-June on the new pay plan. The new steps are set at 2.5% apart from each other, while current steps range from 1.83 – 2.79% apart. Currently approximately 28% of the non-union employees are at the maximum of their current pay range. This means under the current compensation plan, they are not getting anniversary increases. Under the new plan, they would get increases until they are maxed out again. The

CITY COUNCIL

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



vacancies for the Accounting Specialist/Accounting Manager, Housing Director and Transit Drivers have also been taken into account.

	Jan-June 2024
General Fund	77,010
Road Use Tax Fund	335
HUD grants	(14,257)
Enterprise funds	(2,269)
	<u>60,819</u>

The Road Use Tax Fund, Grant Funds, and Enterprise funds would pay for their share to fund any increases. The General Fund employees could be funded by:

1. Transfer from Local Option Sales Tax Council Designated
2. Additional Automated Traffic Enforcement (ATE) revenue, which is part of the General Fund already. We originally budgeted a net amount of \$6,500 (\$10,000 revenue and \$3500 expenses) and anticipate for it to be now much more.

For Council Discussion:

- A. Does the Council wish to proceed with the implementation of the new pay plan with an effective date of January 1, 2023?
- B. How do you want to fund the General Fund employee positions of approximately \$78,000 for the remainder of FY24 since it will require a budget amendment?

CITY COUNCIL

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Jeff Schneider, Gary Thompson



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 29, 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.

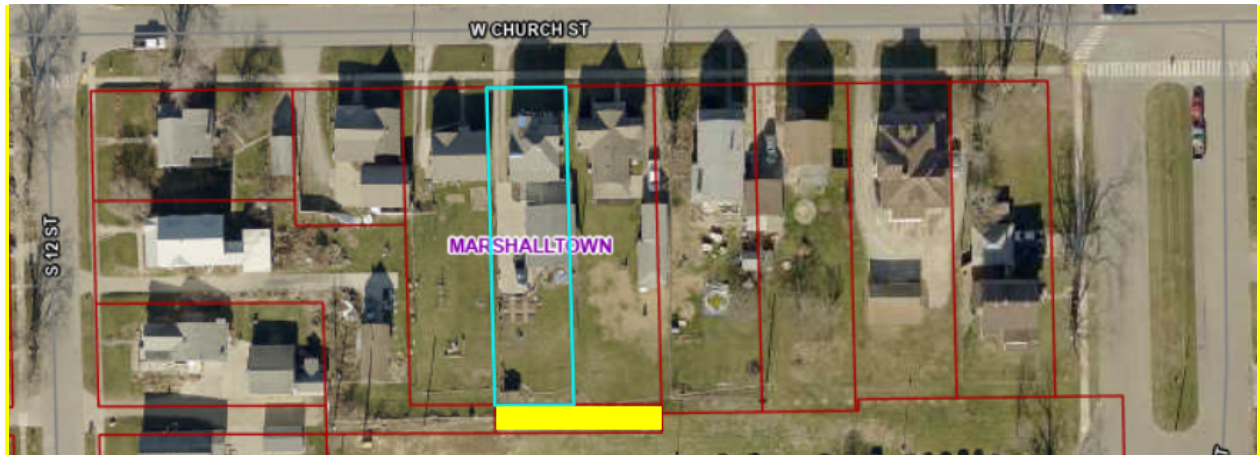
Ms. Curley would also like to purchase the portion of ROW behind the neighboring property. Legal council advised the City does not have to consider this request as it would result in an irregular property line, however the property to the West at 104 S 12th St, has a similar situation with an irregular 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





UPDATE FOR 9/11 MEETING:

I contacted Theron Schutte, Marshalltown Community School District Superintendent and he advised the school district is not interested in this portion of right-of-way and does not contest the sale to the abutting owner(s).

I also made contact with Antonio Flores at 1108 West Church Street and he would like to purchase the right-of-way behind his property.

If council would like to proceed with the sale to Ms. Curley and Mr. Flores, staff request a motion to bring forward a resolution to set a public hearing to vacate the right-of-way to start the process.

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

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 Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 11, 2023
RE: Discussion - Intersection of Highway 14 & Edgewood Street

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:

Plan for and construct new infrastructure.

Recommendation:

Proceed with obtaining costs and right-of-way for improvements to the Highway 14 & Edgewood Street intersection to allow for safer truck turning onto Edgewood Street to the area wrapping up construction in the Edgewood project.

Budget Impact:

To be determined.

Description/Background:

City had previously planned to improve the Edgewood Street & Highway 14 intersection with an upcoming Highway 14 project. Multiple grants were applied for on that project that were not awarded; therefore, the intersection improvements that were going to be in conjunction with a reconstruction of Highway 14 are not proceeding.

We have completed an evaluation of the intersection with truck turning movements and have laid out a wider intersection to accommodate those turns. We have also had preliminary conversations with the property owners on either side regarding the impacts and land needs for the project.

This discussion is to provide an update to Council, get concurrence that city staff should proceed with easement negotiations, and discuss funding and the procurement process for this work.

Attached is an exhibit for the widened intersection.

i:\public works\council items\2023\hwy 14 & edgewood intersection\memo_hwy 14 & edgewood intersection.docx

CITY COUNCIL

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



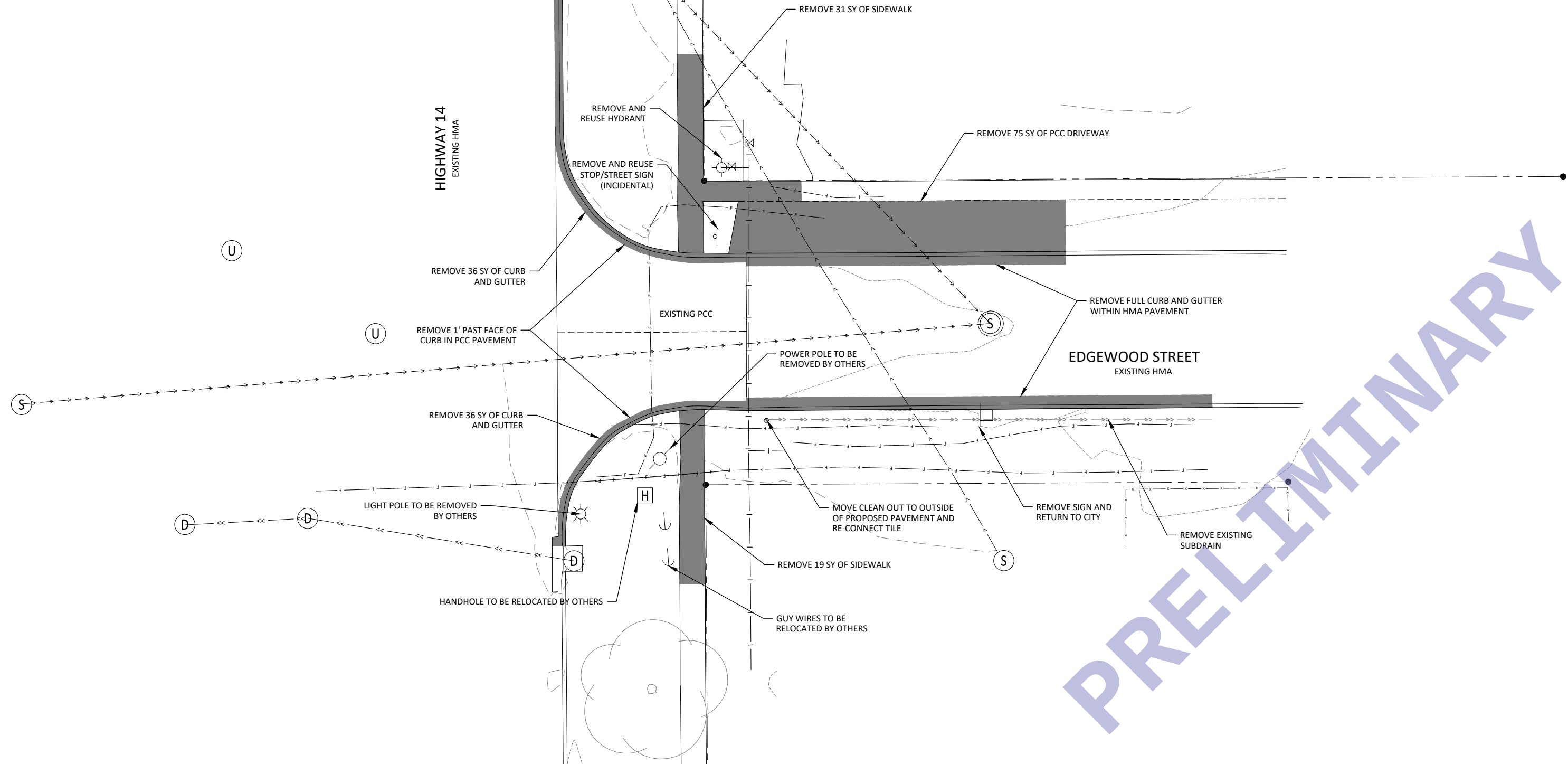


Building overlays are approximated for the McFarland & VA Clinic sites.

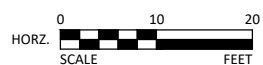
CITY COUNCIL

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





PRELIMINARY



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	TLB	REV	DESCRIPTION	DATE
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CHECKED	GAB			
CLIENT PROJ. NO.	A13.119531			

CITY OF MARSHALLTOWN, IOWA
STATE STREET - CHANGE ORDER #X (HWY 14 & EDGEWOOD)
REMOVAL PLAN

SHEET
R.01

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HIGHWAY 14

EDGEWOOD STREET

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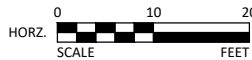
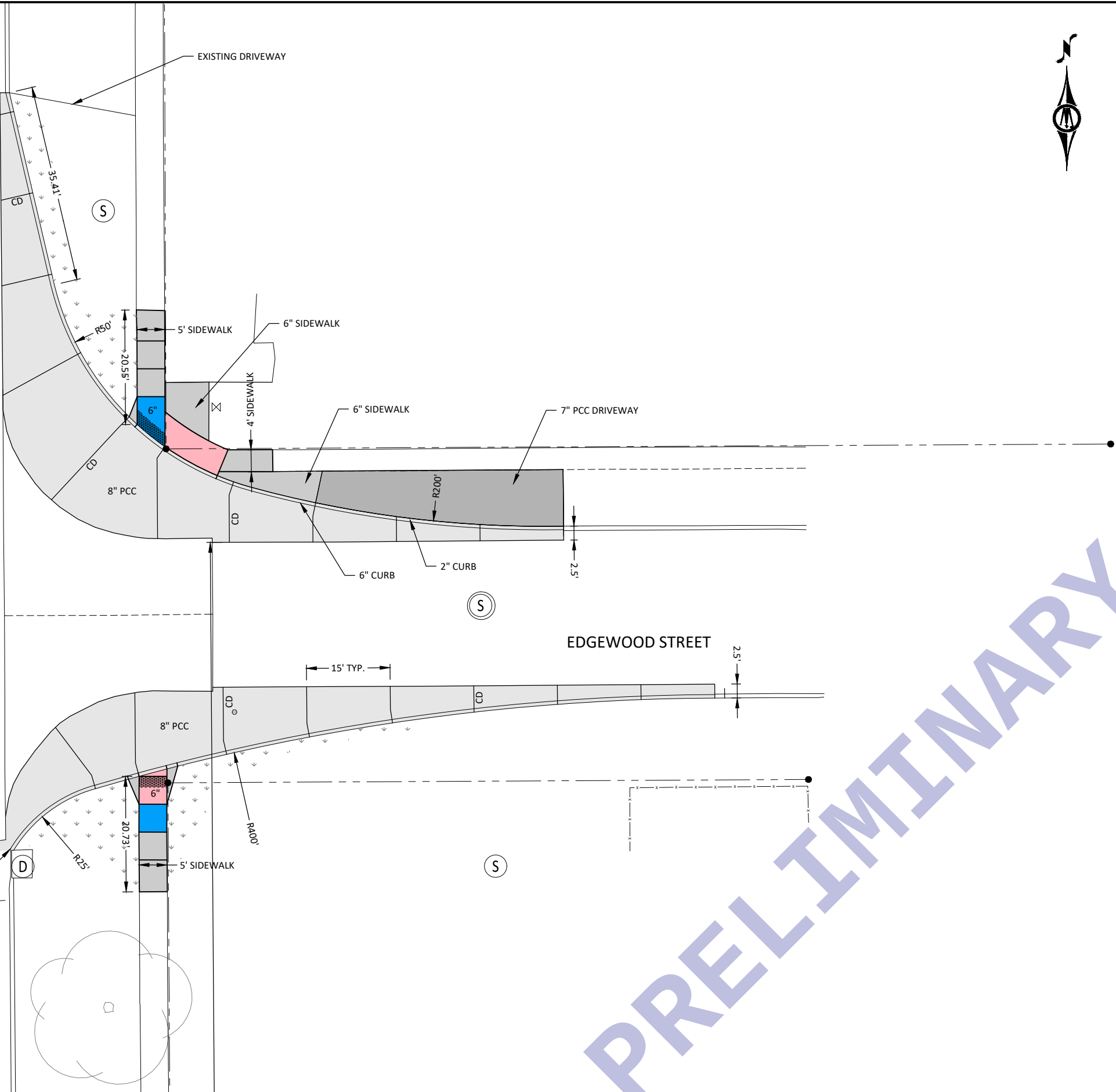
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& MENK**

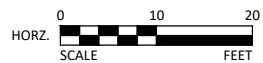
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CITY OF MARSHALLTOWN, IOWA
STATE STREET - CHANGE ORDER #X (HWY 14 & EDGEWOOD)
INTERSECTION GEOMETRICS PLAN

SHEET
L.01

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1519 BALTIMORE DRIVE
AMES, IOWA 50010
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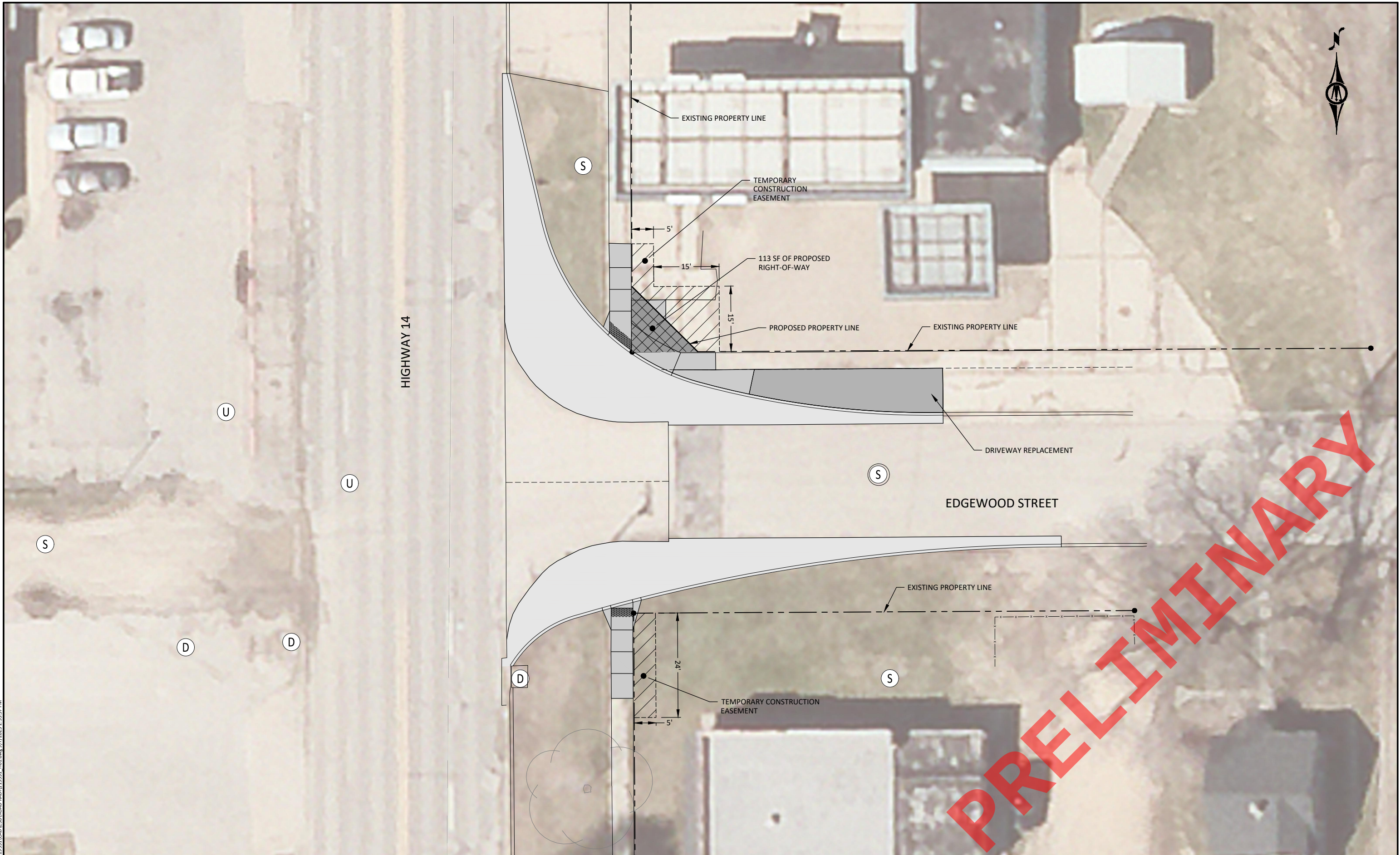
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CITY OF MARSHALLTOWN, IOWA
STATE STREET - CHANGE ORDER #X (HWY 14 & EDGEWOOD)

RIGHT-OF-WAY SHEET

SHEET

H.01



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 Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 11, 2023
RE: Discussion – Parking Lot Leases

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:

Increase housing opportunities at all levels
Invest in Downtown Redevelopment

Recommendation:

Provide direction to City Staff on the procedure you would like staff to review/approve of parking lot space leases. Confirm if there is a desire to adjust parking lot lease fees.

Budget Impact:

To be determined.

Description/Background:

The city has received a request for leasing of parking lot stalls in a city-owned Parking Lot H (behind Tremont) associated with the renovations and new spaces created in the Willards & Hopkins Building. We don't have any current single or grouped stall leases (that aren't a full parking lot) and would like council to provide direction on how they would like city staff to procedurally review / approve these requests, especially as it relates to city owned parking lots downtown.

In addition, the city needs to update our current lease agreement(s) we have in relation to the city-owned parking lot at 113 E State. The city has continued operating signed leases from 2013 where each of two nearby property owners are leasing ½ of the lot on an auto renew basis. One of those property owners leasing the west half have let the city know they do not intend to renew. The property owner leasing the east half have paid for this year's lease (July 23 – June 24). In discussion about if this property owner has an interest in leasing the other half, they potentially would be depending on what (if anything) council changes in relation to the lease.

CITY COUNCIL

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



City Owned Parking Lot – Leased (113 E State St)



The city currently has the following lease fees established by either our Master Fee Schedule or most recent lease agreements:

Item/ Location	# of Stalls	Notes on Snow Removal	Notes on Pavement Markings	Notes on Time Restriction / Enforcement	Term	Fee Notes	Calc'd Monthly Cost Per Stall	Calc'd Annual Cost Per Stall
Parking Space Lease in City Lot	1	Not clearly defined	Not clearly defined	Not clearly defined / Per City Ord	Max 3 Yr	\$25 / Month	\$ 25	\$300
East ½ of 113 E State St	19	Leaser Responsible	Leaser Responsible	Not City Enforced	Max 3 Yr	\$600 / Year	\$ 2.63	\$ 31.58
West ½ of 113 E State St	18	Leaser Responsible	Leaser Responsible	Not City Enforced	Max 3 Yr	\$600 / Year	\$ 2.78	\$ 33.33

CITY COUNCIL

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



The city reached out to several communities to determine how others handle leased stalls in the downtown area.

AMES:

- City establishes which lots and how many stalls available in select lots;
- \$50 per space per month;
- 24-hr lease space;
- One reserved tag is issued for each space;
- Enforcement by City following renter providing rental verification and co-signing a parking citation.

TOLEDO:

- Have limited stalls available for lease only between 6 PM – 6 AM;
- Lease for 6-stalls is held by a building owner;
- Building owner issues parking passes for vehicles allowed to park in them;
- \$1,200 / 6 Stalls / Year..... so \$16.67 per space per month;
- City does snow removal in pot except in stalls. Building owner removes snow to a designated area that the city will come by at a later time and remove. Sometimes the building owner just hauls it off.

Request for Stalls in Lot H:



Preliminary discussions with Janelle, Heather, and Rick indicate the 13-stalls along W Church St might be the most desirable from the city when considering snow removal and giving consideration to the stalls that are most often the ones that fill up are in the northern section of the lot.

CITY COUNCIL

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



Parking Lot Restricted Parking:

Restricted parking between the hours of 2:30 a.m. and 5:30 a.m. It shall be unlawful to park or leave standing any automobile, motor driven or operated truck, tractor, tractor trailer, house trailer or other motor vehicle equipment not governmentally owned or operated or controlled at any time on any day between the hours of 2:30 a.m. and 5:30 a.m. in all city parking lots.

(F) *Parking restricted in public lots during snow removal operations.* The following parking lots shall be designated as restricted from parking whenever emergency parking restrictions are instituted on streets and until the parking lots are cleared and there shall be erected suitable signs in the lots designated:

(1) *Restriction between 2:00 a.m. to 7:00 a.m., Monday, Wednesday and Friday.*

The city parking lot immediately east of the Senior Center Building
Parking Lot F
The east 1/3 of city Parking Lot H
City Parking Lot J
The east 1/2 of City Parking Lot K
Parking Lot O
The designated east portion of City Parking Lot T
City Parking Lot W

(2) *Restriction between 2:00 a.m. to 7:00 a.m., Tuesday and Thursday.*

City Parking Lot A
City Parking Lot D
The west 2/3 of City Parking Lot H
The west 1/2 of City Parking Lot K
City Parking Lot N
City Parking Lot P
The designated west aisles of City Parking Lot T
City Parking Lot Z

CITY COUNCIL

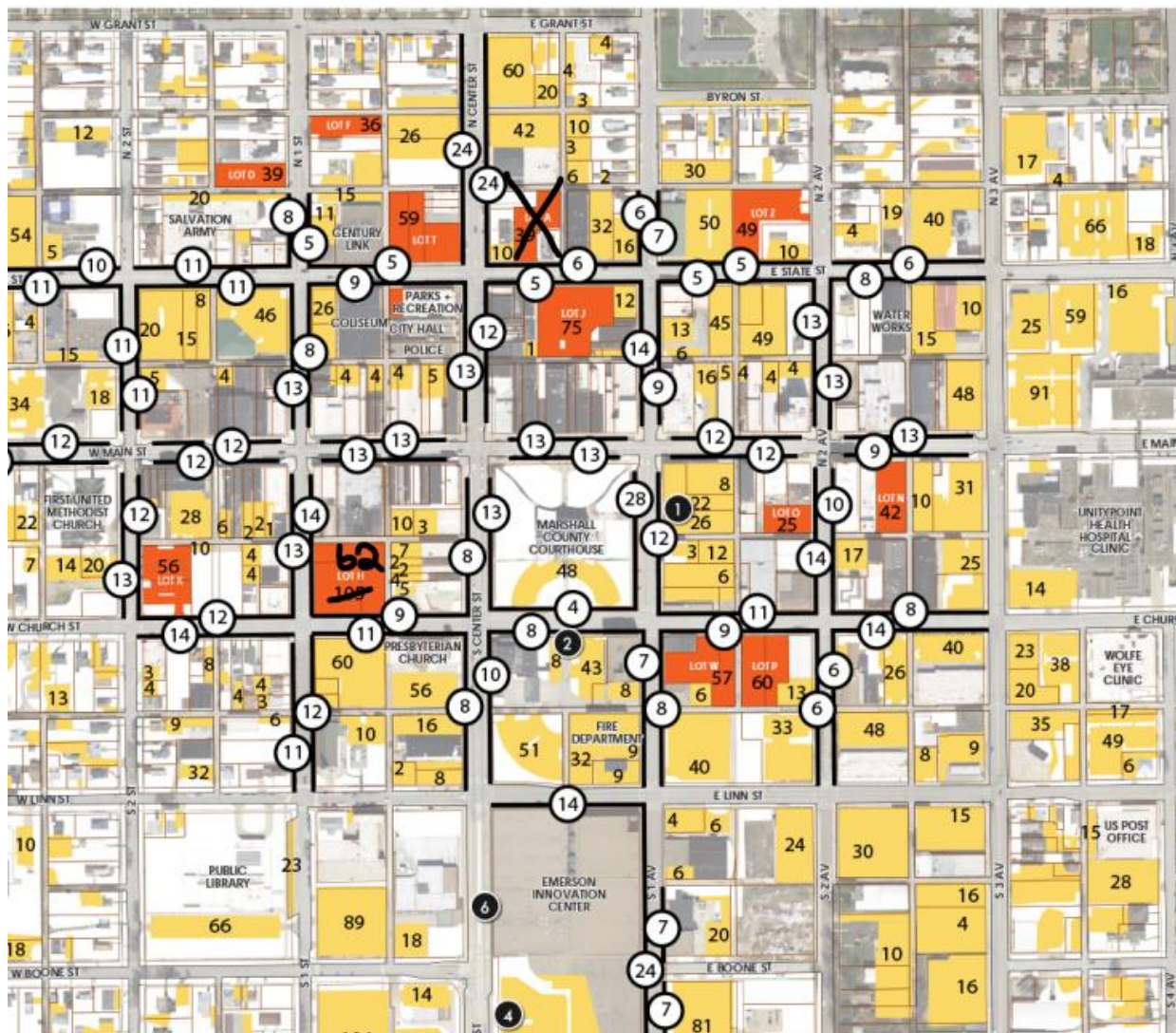
Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Vacant



Discussion / Direction Points:

- i. Determination of what stalls are eligible to lease in which lots.
- ii. Lease Terms for single stalls.
- iii. Lease Terms for cluster of stalls.
- iv. Lease Terms for whole parking lots.
- v. Lease Term Considerations:
 - a. Cost
 - b. Pavement Markings
 - c. Snow Removal
 - d. Permit Issuance / Enforcement
- vi. Parking Lot Time Restrictions

Map of downtown parking lots is shown below:

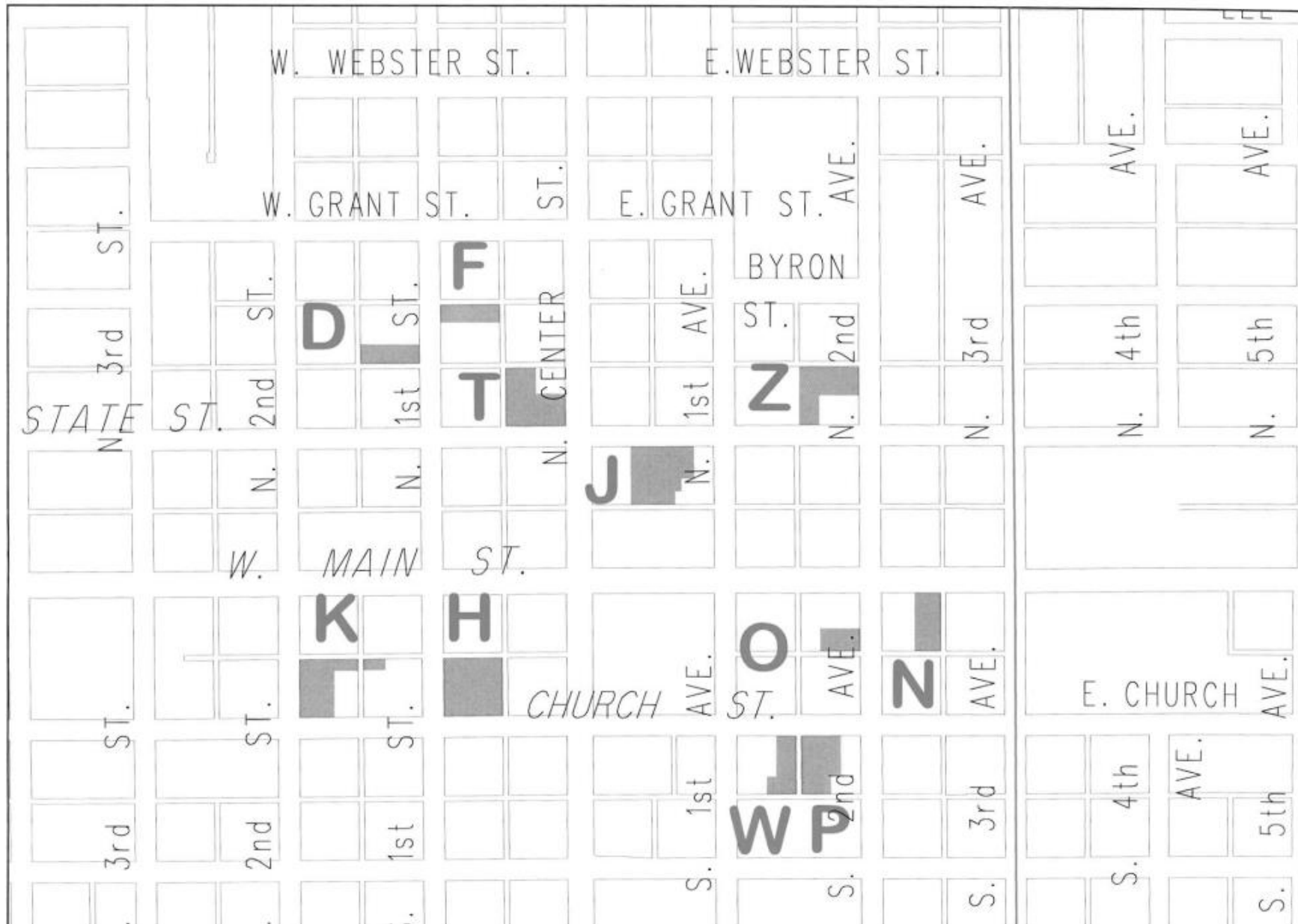


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CITY COUNCIL

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





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

