

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 25, 2023, 5:30 PM**

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

Hoop, Isom, Kell, Ladehoff, Nichols, 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 09/11/23 MEETING AND BILL LIST
\$2,612,000.40

Documents:

[2023-09-11 SIGNED Council Minutes.pdf](#)
[2023-09-25_BILL LIST Summary.pdf](#)
[2023-09-25_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWALS

- TOTEM BOWL (WAYWARD SOCIAL), 1101 S 6TH ST, WITH OUTDOOR SERVICE
- OLD TIMERS TAVERN, 401 S CENTER ST, WITH OUTDOOR SERVICE

3. RESOLUTION 2023-180 SETTING A PUBLIC HEARING FOR THE PROPOSED VACATION OF THE EAST-WEST ALLEY BEHIND 1108 AND 1110 WEST CHURCH STREET

Documents:

[2023-09-25_2023-180_Resolution Setting PH to Vacate Alley 1108 and 1110 W Church St.pdf](#)
[2023-09-25_2023-180_Memo Vacation of Alley 1108 and 1110 W Church.pdf](#)

4. RESOLUTION 2023-181 SUPPORTING THE IOWA DEPARTMENT OF NATURAL RESOURCES APPLICATION FOR AN IOWA DOT RECREATIONAL GRANT FOR A STORAGE FACILITY AT NICHOLSON FORD OHV PARK

Documents:

[2023-09-25_2023-181_Resolution of Support for DOT Storage Facility Nicholson Ford.pdf](#)
[2023-09-25_2023-181_Memo Support of OHV Building Grant Application.pdf](#)
[2023-09-25_2023-181_Iowa DOT Application 760006_Nicholson Ford Building.pdf](#)

5. RESOLUTION 2023-182 TO APPROVE A 17-MONTH EXTENSION OF TIME TO COMPLETE THE CITY CODE UPGRADE AND FAÇADE GRANT WORK FOR 26 E. MAIN STREET

Documents:

[2023-09-25_2023-182_Resolution to Approve 17-Month Ext Code and Facade 26 E Main St.pdf](#)
[2023-09-25_2023-182_Extension Request Simms. Gildners 26 E. Main 8.11.23.pdf](#)

6. RESOLUTION 2023-183 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF FOUR 2023 DODGE DURANGO POLICE PACKAGE VEHICLES FOR USE IN THE POLICE DEPARTMENT AS EMERGENCY RESPONSE VEHICLES AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY

Documents:

[2023-09-25 2023-183 Resolution for Purchase of](#)

MPD Vehicles.pdf
2023-09-25_2023-183_Memo Dodge Durango
Purchase Recommendation.pdf

7. RESOLUTION 2023-184 SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT AMENDMENT WITH WILLARD-HOPKINS, LLC, INCLUDING ANNUAL APPROPRIATE TAX INCREMENT PAYMENTS

Documents:

2023-09-25_2023-184_Set Date Dev Agmt AA
(Willard Hopkins) (Marshalltown-47 2022)-v2.pdf
2023-09-25_2023-184_Council Memo Set Hearing for
TIF Amendment.pdf
2023-09-25_2023-184_Development Agreement
(Willard Hopkins) (Marshalltown 47 2022)-v2.pdf

8. RESOLUTION 2023-185 APPROVING THE 2023 UPDATE OF THE TITLE VI PROGRAM FOR MARSHALLTOWN MUNICIPAL TRANSIT (MMT)

Documents:

2023-09-25_2023-185_Resolution Adopting MMT Title
VI_2023.pdf
2023-09-25_2023-185_Memo_MMT Title VI Program
and Policies_2023 Update.pdf
2023-09-25_2023-185_MMT Title VI Program and
Policies _ 2023 Update.pdf

9. RESOLUTION 2023-186 APPROVING CONTRACT CHANGE ORDER #6 FOR THE EDGEWOOD EXTENSION PROJECT #STR19003, A DECREASE OF \$8,039

Documents:

2023-09-25_2023-186_Resolution Change Order 6
Edgewood STR19003 Decrease.pdf
2023-09-25_2023-186_Memo - STR 19-003 Edgewood
Change Order 6.pdf
2023-09-25_2023-186_STR 19003 Edgewood Change
Order 6.pdf

10. RESOLUTION 2023-187 APPROVING CONTRACT CHANGE ORDER #4 FOR THE SOUTH 7TH AVENUE EXTENSION PROJECT #ECO22001, AN INCREASE OF \$981.50

Documents:

2023-09-25_2023-187_Resolution Change Order 4 S
7th Extension Increase.pdf
2023-09-25_2023-187_Memo ECO22001 S 7th Change

Order No 4.pdf
2023-09-25_2023-187_ECO22-001 S 7th Change
Order 4.pdf

11. RESOLUTION 2023-188 APPROVING CONTRACT CHANGE ORDER #5 FOR THE SOUTH 7TH AVENUE EXTENSION PROJECT #ECO22001, AN INCREASE OF \$67,666.15

Documents:

2023-09-25_2023-188_ Resolution Change Order 5 S 7th Extension Increase.pdf
2023-09-25_2023-188_Memo ECO22001 S 7th Change Order No 5.pdf
2023-09-25_2023-188_ECO 22001 _ Change Order 5 _ Establish Division 3.pdf

12. RESOLUTION 2023-189 APPROVING CONTRACT CHANGE ORDER #6 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004, A DECREASE OF \$33,885

Documents:

2023-09-25_2023-189_Resolution Change Order 6 State St STR21004 Decrease.pdf
2023-09-25_2023-189_Memo_STR21004 State St_CO6.pdf
2023-09-25_2023-189_STR21004 State St_Change Order 6.pdf

13. RESOLUTION 2023-190 AUTHORIZING OFFER TO PURCHASE RIGHT OF WAY FROM 901 N 3RD AVE AND THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX

Documents:

2023-09-25_2023-190_Resolution Authorizing Offer to Purchase ROW from 901 N 3rd Ave.pdf
2023-09-25_2023-190_Memo - Offer to Purchase ROW at 901 N 3rd Ave.pdf

G. MOTIONS

1. MOTION TO APPROVE NEW SPECIAL CLASS B RETAIL NATIVE WINE LICENSE FOR LILLIE MAE CHOCOLATES
2. MOTION TO APPROVE 5-DAY ALCOHOL LICENSE FOR MIDNIGHT BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA FOR A RODEO ON 10/01/23 WITH OUTDOOR SERVICE

H. ORDINANCES

1. PUBLIC HEARING AND 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

3RD READING

Documents:

[2023-09-25_ORD 15071_CH 151 Amendment to Building Code.pdf](#)
[2023-09-25_ORD 15071_Memo CH 151 Amendment to Building Code.pdf](#)

I. DISCUSSION

1. DISCUSSION - CHAPTER 50 GARBAGE AND REFUSE AMENDMENT

Documents:

[2023-09-25_DISCUSSION_Memo Chapter 50 Garbage and Refuse Amendment.pdf](#)
[2023-09-25_DISCUSSION_Chapter 50 Garbage and Refuse Amendment.pdf](#)

2. DISCUSSION - MCFARLAND CLINIC REQUEST FOR TEMPORARY PARKING ACCOMMODATIONS – E MERLE HIBBS BLVD

Documents:

[Memo _ East Merle Hibbs Parking.pdf](#)

3. DISCUSSION - FUNDING SOURCE OF MCBF AGREEMENT FOR FY25

Documents:

[2023-09-25_DISCUSSION3_Memo TIF Certification MCBF Agreement.pdf](#)
[2023-09-25_DISCUSSION3_SIGNED 2023-120 MCBF Operations Agreement 06.12.23.pdf](#)

4. DISCUSSION - TIF CERTIFICATION OF MARSHALLTOWN AREA CHAMBER OF COMMERCE AGREEMENT

Documents:

[2023-09-25_DISCUSSION4_Memo TIF Certification Chamber Agreement.pdf](#)

[2023-09-25_DISCUSSION4_SIGNED 2019-318 AGREEMENT CHAMBER 11.25.19.pdf](#)

5. DISCUSSION: GENERAL OBLIGATION BORROWING IN FY2024

Documents:

[Memo for FY24 borrowing discussion Sept 25 2023 Council meeting.pdf](#)

[FY 24-29 Debt Capacity Calculations.pdf](#)

J. 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.



**MARSHALLTOWN
MORE THAN EVER**

**COUNCIL PROCEEDINGS
SEPTEMBER 11, 2023**

Mayor Joel Greer called the meeting to order at 5:30 p.m., September 11, 2023, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Isom (via Go-To-Meeting), Kell, Ladehoff, Schneider, Thompson.

PUBLIC COMMENT

- Mark Eaton, 1007 S 10th Ave, reminded everyone to show up and vote on September 13th.
- John Hofer, 1909 Bailey St, introduced himself as the new core officer at the Salvation Army.
- Jim Shaw, 522 N 2nd St, feels the council doesn't consider public comment and should represent the citizens.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

- Mayor Greer recognized 9/11 and introduced the new City Administrator Joe Gaa.
- Mr. Gaa is excited to be here and thanked the Mayor and Council.
- Councilor Isom encouraged the community to take pride in Marshalltown and strive for growth and progress and thanked the 13th District for the Harvest Market events.

CONSENT AGENDA

Motion by Schneider, second by Ladehoff to adopt the consent agenda: APPROVE MINUTES 08/28/23 MEETING AND BILL LIST \$1,762,326.53; RECEIPT OF BUILDING & TRADE PERMIT REPORT-AUGUST 2023; CIVIL SERVICE NEW HIRE LIST - PARKING ENFORCEMENT, POLICE OFFICER, TRANSIT OPERATOR; RESOLUTION 2023-171 APPROVING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR THE NEW CONSTRUCTION INCENTIVE GRANT FOR HOPKINS PROPERTIES LLC; RESOLUTION 2023-172 APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MARSHALLTOWN LITTLE LEAGUE, INC.; 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; RESOLUTION 2023-174 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 123 E. MAIN STREET (NORTH SIDE), MARSHALLTOWN, IOWA; 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; RESOLUTION 2023-176 APPROVING OFFER TO PURCHASE UTILITY EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL # 8418-28-302-004; RESOLUTION 2023-177 APPROVING OFFER TO PURCHASE UTILITY EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL # 8418-28-302-00. Motion carried 6-0.

MOTIONS

Motion by Ladehoff, second by Schneider 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. Motion carried 6-0.

RESOLUTIONS

Motion by Ladehoff, second by Schneider to adopt 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. Heather Thomas, Public Works Director advised there were 7 bids with Brothers Concrete being the lowest qualified bidder and within the project budget. Work will include constructing a basketball court, pickleball court, turf volleyball court, soccer field, shelter, and ADA-accessible sidewalks from the parking lot. Motion carried 6-0.

Motion by Schneider, second by Ladehoff to adopt 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 the resolution until the 9/25 meeting. Motion to table carried 5-1, Isom dissenting.

ORDINANCES

Motion by Thompson, second by Schneider to adopt the second 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 school district confirmed they are not interested in the right-of-way. The owners of 1108 and 1110 would like to purchase the portion behind their property. Staff will bring forward a resolution to set a public hearing for the vacation of the alley to the 9/25 meeting.

Heather Thomas, Public Works Director presented an infrastructure plan to improve the intersection of Edgewood Street and Highway 14 to allow for truck traffic to turn in both directions. The estimated cost is \$80,000 which cannot be change ordered into the Edgewood

project due to environmental review requirements. It could be change ordered into another street contract as Con-Struct is the contractor on all current projects. Motion by Thompson, second by Isom to do a change order on another street project to allow the reconstruction to be completed by Con-Struct in time for the road opening. Motion carried 6-0.

Heather Thomas, Public Works Director presented a discussion on downtown parking lot leases. Janelle Carter made a request to the council to lease 10 spots in parking lot H for the 14 upper-story housing units in the Willards and Hopkins buildings. Building tenants would be given a parking pass and the spots would be filled on a first-come, first-serve basis. Public comment: John Hall, Marshalltown Area Chamber of Commerce, 34 W Main St, advised the Chamber office is not asking for spots and that the leased spots would only be utilized by staff if tenants were out during the day to maximize the spaces available in the lot. The council would like staff to draft a full-service uniform lease agreement that would be used for city lots for downtown housing units only.

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA



Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/25/23

Advertising

TR/8 556.00

Consulting & Professional Fees

Bolton&Menk.Inc/3 35,135.70
Construct/1 438,839.86
FOX Strand/1 18,416.45
Hawkeye Poly/1 350.00
Health.Partners/1 11,447.28
Lynch.Dallas.PC/4 3,560.11

Contracts

AAA.Septic/1 235.00
Advance.Garage./1 1,616.00
BDH/2 3,602.17
City.Laundering/2 28.12
Cloudiance Inc./1 1,654.75
Construct/1 550,400.35
Control Access/2 79.00
Frost Solutions/1 2,850.00
Hometown Vet/1 454.99
Lansing.Bros/3 8,775.00
Mtn.Aviation/2 4,416.00
Premier.Equip/3 515.62
RDG.Planning/1 13,920.17
Region 6/2 4,983.00
Safe Building/1 7,770.00
SAFETY.KLEEN/2 1,025.96
Schendel.Pest.C/10 509.83
Schumacher.Elev/2 476.68
SE.Jones.Indust/2 651.01
Servicemaster/1 1,897.00
Sje.Rhombus/1 1,250.00
Stone.Sanit/1 533.68
Tyler.Technolog/1 502.26
WRH Inc/1 270,751.26
Ziegler/1 1,695.41

Equipment

Construct/1 2,509.90

Library Books

Baker.Taylor/25 1,699.39
BRODART.CO/1 252.93
Cengage.Learn/7 637.25
CenterPoint.Prn/4 471.60
Daniel Boone/1 15.95
Kendall Young/1 3.00
Library.Ideas/3 1,563.20
MicroMarketing./4 221.95
OVERDRIVE,INC./5 1,516.62
Playaway Prod/3 441.66

Medical

Bernie.Lowe/2 6,621.00
Health.Partners/7 151,699.74
Hunter Lane LLC/2 620.38
Occ.Med.Plus/1 162.00

Payroll.Net

Payroll/1 323,385.54

Refund/Reimbursed

Alman,Christine/1 36.93
Andrade,Ana/1 160.00
Baker.Taylor/10 181.38
Crane,Kelcy/1 20.97
Macy, Emma/1 12.95
Tice, Jeff/1 37.86
Weintraub, Dor/1 26.99
Witte,J/1 99.93

Service/Repairs

AAA.Septic/1 100.00
Century.Link/75 2,927.01
Centurylink.Id/2 13.04
DANS.OVERHEAD.D/1 2,923.00
Fexsteve Ltd Co/2 35,450.00
Gentry,S/2 57,205.00
Global Paymt/1 602.13
Granite Telecom/6 996.22
Grewell Lawn/1 750.00
Hargrave Constr/1 8,391.09
Heart.of.Iowa/13 3,475.79
Hogeland.Auto.P/1 200.00
IA.DNR/1 175.00
Ia.Plains.Signg/1 5,750.00
Jensen.Inc/1 376.51
Kelderman,N/1 550.00
Language.Line.S/1 2,016.07
LENZ,D/1 365.00
Marsh.Co.Treas/15 5,685.00
McAtee.Tire/1 35.00
Midwest.Radar/1 40.00
Mtn.Aviation/1 30.05
Mtn.Wtrwrks/3 8,618.23
Munic.Pipe.Tool/1 347,766.24
Quality.Srvcs.C/1 504.00
Racom.Corp/1 124.80
Rainbow Carwash/4 124.95
Scharnweber.Wtr/1 27.00
Schumacher.Elev/1 463.50
T.S.Y.S./2 147.77
Tri.State.Lock/1 80.00
Vajgrt.R/1 272.00
Ziegler/1 14,105.43

Supplies/Parts

Arnold.Motor/13 1,256.71
Atticus Enter/1 7,973.84
Baker.Taylor/8 342.22
BDH/2 4,348.00
Bobcat.Ames/1 291.76
City.Laundering/8 275.48
Cntrl.IA.Machin/1 2,450.00
Crop.Rite.Inc/1 225.00
CTI Ready Mix/5 2,211.75
DCI.SOR/1 150.00
Deemer, David/1 40.00

BILL LIST 09/25/23

Engineered.Equi/1	357.54
Eurolins.Test/1	320.50
Fastenal.Co/4	100.02
Galls.LLC/1	34.23
Grimes.Asphalt/1	3,262.50
I.L.E.A./2	300.00
Jensen.Inc/4	964.78
Kwik.Trip/1	75.04
LIBRARY.STORE/1	1,519.65
Marsh.Co.Engr/23	22,824.90
Menards/17	697.07
Midland.Scienti/4	1,280.78
Mobotrex.Inc./1	96.00
Oreilly.Automot/1	41.99
Playaway Prod/1	27.99
Quality.Srvcs.C/2	694.09
Raven Creek/1	140.00
Reliant.Fire.Ap/1	798.25
SE.Jones.Indust/2	548.26
ShoBiz,Minutema/4	2,252.52
STAPLES/1	599.98
Strands Inc/1	64.00
Streichers.Inc/2	368.62
Thiesens.Supply/6	215.50
Titan.Machinery/1	318.30
Tri.State.Lock/1	60.00
Witmer.Public.S/1	41.53
WW.Grainger/2	46.18
Travel/Training	
HEITMAN,P/1	305.70
Ia.State.Univer/1	200.00
LEWIS,S/1	10.00
Pippen, Jackie/2	330.87
Utilities	
Alliant.Energy/48	48,736.47
Consumr.Energy/3	394.16
Mtwn.Aviation/1	62.50
Mtwn.Wtrwrks/1	748.41
WoodRiver.Enrgy/8	34.10
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./6	1,420.78
Colonial.Life/1	321.13
Fidelity.Securt/2	417.37
I.R.S./6	88,009.11
IA.Treasurer/2	17,082.24
ICMA457Mission/12	14,660.56
Total/524	2,612,000.40

BILL LIST 09/25/23

Account Number	Vendor Name	Description (Item)	Amount
001.4030.5342.000	AAA SEPTIC SERVICE INC	Mega 10 park rentals 9/13-10/14	\$ 235.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	September rentals by Fisher Comm Center	\$ 100.00
001.1099.5342.000	Advance Garage Doors Inc	FD garage doors apparatus bay	\$ 1,616.00
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 25.60
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$ 288.92
001.4030.5481.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$ 1,266.10
001.4030.5481.000	ALLIANT ENERGY	516 N 3rd St Elks Park	\$ 28.90
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$ 21.04
001.4030.5481.000	ALLIANT ENERGY	407 Marion St	\$ 27.88
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$ 52.46
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$ 15.22
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$ 168.66
001.4030.5482.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$ 45.92
001.4030.5482.000	ALLIANT ENERGY	Reunion Hall	\$ 36.88
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$ 36.88
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$ 36.88
110.2010.5481.000	ALLIANT ENERGY	2107 S Center St irrigation system	\$ 21.70
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 1,125.31
110.2010.5481.000	ALLIANT ENERGY	1600 S Center St irrigation system	\$ 22.15
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$ 33.18
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$ 40.83
110.2030.5481.000	ALLIANT ENERGY	207 W Main St	\$ 48.46
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$ 21.88
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$ 47.27
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$ 33.37
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$ 41.52
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$ 45.78
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$ 54.86
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$ 119.85
110.2040.5481.000	ALLIANT ENERGY	S 1ST AVE & E ANSON	\$ 61.08
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$ 113.58
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$ 45.23
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$ 49.30
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$ 21.89
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$ 23.55
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$ 21.70
610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St Water Pollution	\$ 42,374.39
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$ 20.38
610.8015.5482.000	ALLIANT ENERGY	1001 Woodland St DISP PLANT	\$ (8,244.42)
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 4,122.21
610.8015.5482.000	ALLIANT ENERGY	1001 Woodland St DISP PLANT	\$ 4,132.02
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$ 206.96
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 106.95
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 110.62
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$ 121.56
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$ 185.88
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$ 36.88
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 750.20
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$ 444.74
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 244.02
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$ 80.25
610.8015.5980.000	Alman, Christine	Sewer refund 2023 - pool	\$ 36.93
999.1121.000	American Education Services	ACCOUNT #6481652230	\$ 64.41
001.4030.5980.000	Andrade, Ana	Riverview Bldg rental cancellation	\$ 160.00
001.1010.5565.000	Arnold Motor Supply	PD 557 radiator fan	\$ 163.66
001.1010.5565.000	Arnold Motor Supply	PD 514 brakes	\$ 314.11
001.1010.5565.000	Arnold Motor Supply	PD 514 brakes	\$ 71.69
001.1010.5565.000	Arnold Motor Supply	PD 514 brakes	\$ 71.69
001.1010.5565.000	Arnold Motor Supply	PD 500 drivealign auto belt drv tensioner	\$ 106.17
001.1010.5565.000	Arnold Motor Supply	PD 514 oil drain plug	\$ 9.26
001.1010.5565.000	Arnold Motor Supply	PD 526 fuel pump module	\$ 241.40
001.1050.5600.000	Arnold Motor Supply	FD oil dry	\$ 141.83
110.2010.5600.000	Arnold Motor Supply	Street dept batteries	\$ 13.31
110.2010.5600.000	Arnold Motor Supply	Street hydraulic fittings	\$ 73.36

110.2010.5600.000 Arnold Motor Supply	Street hydraulic fittings	\$	15.41
610.8016.5565.000 Arnold Motor Supply	vactor hose repair coupling	\$	20.89
740.8065.5565.000 Arnold Motor Supply	Vactor hose repair coupling	\$	13.93
341.5010.5609.000 Atticus Enterprises LLC	Fall shipment	\$	7,973.84
001.4010.5730.000 BAKER & TAYLOR INCORP	reference book	\$	11.99
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	105.10
001.4010.5730.000 BAKER & TAYLOR INCORP	reference book	\$	38.00
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	15.59
001.4010.5730.000 BAKER & TAYLOR INCORP	reference book	\$	11.99
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	52.18
001.4010.5730.000 BAKER & TAYLOR INCORP	reference books	\$	97.14
001.4010.5730.000 BAKER & TAYLOR INCORP	reference book	\$	10.23
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	198.23
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.96
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	50.72
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	66.38
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	17.10
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	98.93
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	11.39
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	226.05
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	68.09
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	83.26
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	145.09
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	96.21
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	28.49
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	21.60
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.99
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	46.18
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	13.99
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	42.67
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	189.62
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	6.99
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	38.46
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's and or Videos	\$	84.66
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	41.97
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD's	\$	71.37
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD	\$	20.99
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced books	\$	22.19
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced book	\$	17.10
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced books	\$	10.78
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced book	\$	17.10
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced book	\$	16.14
001.4010.5734.000 BAKER & TAYLOR INCORP	lost and replaced books	\$	16.95
001.4010.5734.000 BAKER & TAYLOR INCORP	DVD's	\$	4.19
170.4010.5734.000 BAKER & TAYLOR INCORP	memorial book	\$	15.95
170.4010.5734.000 BAKER & TAYLOR INCORP	Peg Day memorial book	\$	25.65
170.4010.5734.000 BAKER & TAYLOR INCORP	Alan West memoriaql books	\$	35.33
001.4010.5703.000 BDH INFORMATION TECHNOLOGY LLC	Set up youth computers	\$	4,020.00
001.6012.5703.000 BDH INFORMATION TECHNOLOGY LLC	2 monitors for City Administor	\$	328.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	FortiClient subscriptions for 250 endpoints City	\$	3,274.70
913.1013.5347.000 BDH INFORMATION TECHNOLOGY LLC	FortiClient subscriptions for 25 endpoints for 911	\$	327.47
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	411 paid med claims	\$	6,482.00
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	411 paid med claims	\$	139.00
001.4030.5565.000 BOBCAT OF AMES	Parks Filters	\$	291.76
311.2012.5233.000 Bolton & Menk Inc	Construction Services	\$	13,642.00
363.2012.5233.000 Bolton & Menk Inc	Professional Services - State Street Reconstructio	\$	15,844.50
364.2012.5233.000 Bolton & Menk Inc	Design & Bidding Downtown Phase 2A & 2B	\$	5,649.20
001.4010.5732.000 BRODART CO	juvenile books	\$	252.93
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	143.20
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	86.97
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	105.71
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	76.47
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	83.96
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	46.48
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$	94.46
001.4010.5732.000 CENTER POINT LARGE PRINT	large type books	\$	23.37
170.4010.5732.000 CENTER POINT LARGE PRINT	large type book	\$	22.17
170.4010.5732.000 CENTER POINT LARGE PRINT	Tye grant large type books	\$	164.79

170.4010.5732.000 CENTER POINT LARGE PRINT	adult fiction or non fiction	\$ 261.27
750.8070.5600.000 CENTRAL IOWA MACHINE SHOP INC	fingers for vibratory screen at Compost	\$ 2,450.00
001.1010.5450.000 CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000 CENTURYLINK	TRUNK LINES	\$ 136.30
001.1010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 469.18
001.1050.5450.000 CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000 CENTURYLINK	TRUNK LINES	\$ 49.57
001.1050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 170.61
001.1070.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.1070.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.1070.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.1071.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.1071.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.1071.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.1075.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.1075.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.1075.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.4010.5450.000 CENTURYLINK	TRUNK LINES	\$ 17.17
001.4010.5450.000 CENTURYLINK	TRUNK LINES	\$ 24.78
001.4010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 85.30
001.4030.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.4030.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.4030.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.4040.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.4040.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.4040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.4045.5450.000 CENTURYLINK	TRUNK LINES	\$ 17.17
001.4045.5450.000 CENTURYLINK	TRUNK LINES	\$ 24.78
001.4045.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 85.30
001.4065.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.4065.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.4065.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.6010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.6012.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.6020.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$ 34.31
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$ 49.60
001.6021.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 170.66
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
001.6025.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
110.2010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
110.2040.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2040.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
110.2040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
110.2060.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2060.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
110.2060.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
184.5030.5450.000 CENTURYLINK	TRUNK LINES	\$ 17.17
184.5030.5450.000 CENTURYLINK	TRUNK LINES	\$ 24.78
184.5030.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 85.30
189.3040.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
189.3040.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
610.8015.5450.000 CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000 CENTURYLINK	TRUNK LINES	\$ 37.17
610.8015.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 127.96
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$ 10.30
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$ 14.87
610.8016.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 51.18

690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
690.8050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
740.8065.5450.000 CENTURYLINK	TRUNK LINES	\$ 6.87
740.8065.5450.000 CENTURYLINK	TRUNK LINES	\$ 9.91
740.8065.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 34.12
750.8070.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
750.8070.5450.000 CENTURYLINK	TRUNK LINES	\$ 12.39
750.8070.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 42.65
001.1099.5450.000 CENTURYLINK long distance	Long distance lines	\$ 3.74
001.6050.5450.000 CENTURYLINK long distance	Long distance lines	\$ 9.30
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	\$ 17.19
110.2010.5600.000 CITY LAUNDERING COMPANY	Street Dept. - supplies	\$ 28.43
110.2010.5600.000 CITY LAUNDERING COMPANY	Street Dept. - supplies	\$ 107.75
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
001.6070.5347.000 Cloudiance Inc.	Zimbra support 11/29/23-11/28/24	\$ 1,654.75
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	\$ 101.59
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000 COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1133.000 COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 321.13
311.2012.5233.000 CONSTRUCT INC	STR19003 Edgewood Street Extension	\$ 438,839.86
363.2012.5342.000 CONSTRUCT INC	STR21004 STATE STREET RECONSTRUCTION	\$ 550,400.35
395.2012.5779.000 CONSTRUCT INC	ECO22001 S 7th Ave Extension 7/1-9/12	\$ 2,509.90
110.2030.5481.000 CONSUMERS ENERGY CO-OP	City of Marshalltown	\$ 246.98
110.2040.5481.000 CONSUMERS ENERGY CO-OP	City of Marshalltown	\$ 77.88
110.2040.5481.000 CONSUMERS ENERGY CO-OP	City of Marshalltown	\$ 69.30
610.8015.5344.000 Controlled Access LLC	August 2023 LiftMaster capxl subscription	\$ 39.50
750.8070.5344.000 Controlled Access LLC	August 2023 LiftMaster capxl subscription	\$ 39.50
001.4010.5980.000 Crane, Keley	returned lost books	\$ 20.97
110.2010.5600.000 CROP RITE INC	Street dept- Crossbow	\$ 225.00
740.8065.5600.000 CTI Ready Mix Inc	6th St & Menards storm sewer repair	\$ 475.75
740.8065.5600.000 CTI Ready Mix Inc	307 Lee St storm sewer repair	\$ 434.00
740.8065.5600.000 CTI Ready Mix Inc	306 Lee St storm sewer repairs	\$ 601.00
740.8065.5600.000 CTI Ready Mix Inc	307 Lee Ststorm sewer repair	\$ 392.25
740.8065.5600.000 CTI Ready Mix Inc	307 Lee St storm sewer repair	\$ 308.75
001.4010.5733.000 Daniel Boone Regional Library	lost item ILL 217181818	\$ 15.95
001.2080.5410.000 Dans Overhead Doors	Repairs to hanger door #20	\$ 2,923.00
001.1010.5460.000 DCI-SOR	Sex Offender symposium 10/09-10/10	\$ 150.00
001.5010.5600.000 Deemer, David	replacement padlocks 13th St light poles	\$ 40.00
610.8015.5600.000 ENGINEERED EQUIPMENT SOLUTIONS INC	grease for SBR diffusers	\$ 357.54
610.8015.5603.000 Eurofins TestAmerica	lab analysis- SBR#2 eColi for August 2023	\$ 320.50
001.4030.5611.000 FASTENAL COMPANY	Parks supplies	\$ 16.59
610.8015.5600.000 FASTENAL COMPANY	steel hex head tapper screw anchors	\$ 14.47
750.8070.5600.000 FASTENAL COMPANY	fasteners for shaker screen	\$ 34.48
750.8070.5600.000 FASTENAL COMPANY	Compost facility fasteners	\$ 34.48
189.3040.5415.000 FEXSTEVE LIMITED CO	512 W NEVADA ST	\$ 31,800.00
189.3040.5415.000 FEXSTEVE LIMITED CO	512 W NEVADA ST	\$ 3,650.00
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 308.72
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 108.65
615.8015.5233.000 FOX Strand	WPC21001 WPCP Headworks & Digester Const Phase Aug	\$ 18,416.45
110.2050.5344.000 Frost Solutions LLC	pavement weather monitor 10/23-09/24	\$ 2,850.00
001.1010.5132.000 GALLS LLC	PD citation clipboard	\$ 34.23
189.3040.5410.000 Gentry, Susan	1014 S CENTER ST	\$ 52,855.00
189.3040.5415.000 Gentry, Susan	1014 S CENTER ST	\$ 4,350.00
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$ 602.13
001.1099.5450.000 Granite Telecommunications LLC	September phone services	\$ 306.98
001.4010.5450.000 Granite Telecommunications LLC	September phone services	\$ 119.17
001.4065.5450.000 Granite Telecommunications LLC	September phone services	\$ 119.17
001.6050.5450.000 Granite Telecommunications LLC	September phone services	\$ 212.01

110.2010.5450.000 Granite Telecommunications LLC	September phone services	\$ 119.17
610.8015.5450.000 Granite Telecommunications LLC	September phone services	\$ 119.72
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	August 2023 mowing services	\$ 750.00
110.2010.5618.000 GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$ 3,262.50
001.4010.5410.000 Hargrave Construction LLC	quartz countertops for staff lounge and room A	\$ 8,391.09
001.1010.5230.000 Hawkeye Polygraph	Services on 9/15/23	\$ 350.00
884.7010.5230.000 Health Partners	Monthly fees premiums	\$ 11,447.28
884.7010.5337.000 Health Partners	Monthly fees premiums	\$ 23,916.70
884.7010.5339.000 Health Partners	claims 8/17-8/23	\$ 46,230.38
884.7010.5339.000 Health Partners	claims 8/17-8/23 Dental	\$ 3,698.10
884.7010.5339.000 Health Partners	claims 8/24-8/30	\$ 32,755.49
884.7010.5339.000 Health Partners	claims 8/24-9/05	\$ 3,416.82
884.7010.5339.000 Health Partners	claims 8/31-09/06	\$ 38,270.06
884.7010.5339.000 Health Partners	claims 8/31-09/06 Dental	\$ 3,412.19
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$ 2,130.14
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$ 80.14
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$ 62.00
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$ 145.14
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 55.04
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Sept 2023 Direct connect internet PW/WPCP	\$ 431.57
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 42.57
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Sept 2023 Direct connect internet PW/WPCP	\$ 258.94
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 33.03
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 25.54
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Sept 2023 Direct connect internet PW/WPCP	\$ 172.63
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 22.02
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 17.03
001.1010.5464.000 HEITMAN, PAUL	August meal reimbursements	\$ 305.70
153.1010.5321.000 Hometown Veterinarian	Atlas/ Timber exams	\$ 454.99
881.1010.5339.000 Hunter Lane LLC	paid medical claims 9/1-9/15	\$ 148.46
881.1050.5339.000 Hunter Lane LLC	paid medical claims 9/1-9/15	\$ 471.92
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 842.36
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 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	Mission Square Retirement - Plan #705230	\$ 1,247.69
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 2,645.22
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 1,225.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 112.45
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 875.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 945.00
001.1010.5460.000 ILEA	chemical spray instructor recertification	\$ 150.00
001.1010.5460.000 ILEA	chemical munitions instructor school	\$ 150.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 27,420.79
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 15,321.46
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 26,279.80
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 5,723.92
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,685.84
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,577.30
395.2012.5251.000 IOWA DEPT OF NAT RESOURCES	Storm water discharge permit renewal	\$ 175.00
363.2010.5380.000 IOWA PLAINS SIGNING INC	traffic control rental - E Main St	\$ 5,750.00
110.2010.5470.000 IOWA STATE UNIVERSITY -REGISTRATION	MoGO field Day - Street dept course	\$ 200.00
001.1010.5410.000 JENSEN INC	PD Ford Explorer	\$ 376.51
001.1010.5565.000 JENSEN INC	PD Ford Explorer	\$ 181.46
001.1010.5565.000 JENSEN INC	PD 503 door trim	\$ 175.00
001.1010.5565.000 JENSEN INC	PD 514 brake assy, brake lining kit	\$ 524.99
001.1010.5565.000 JENSEN INC	PD 517 hose assembly	\$ 83.33
189.3040.5433.000 Kelderman, Natasha	Lead hazard reduction program	\$ 550.00
001.4010.5733.000 Kendall Young Library	Thnk and Grow Rich book	\$ 3.00
110.2010.5570.000 KWIK Trip Inc	Street dept small engine gas	\$ 75.04
001.1010.5431.000 LANGUAGE LINE SERV INC	over the phone interpretations for PD	\$ 2,016.07
355.1075.5264.000 Lansing Brothers Construction Co Inc	Demo 910 S 2nd Ave	\$ 4,700.00
355.1075.5264.000 Lansing Brothers Construction Co Inc	additional Garage at 107 E Lincoln St	\$ 3,175.00
355.1075.5264.000 Lansing Brothers Construction Co Inc	Demolitions	\$ 900.00
001.4010.5386.000 LENZ, DUANE	Library contract mowings	\$ 365.00
001.1010.5464.000 LEWIS, SARAH	meal during training	\$ 10.00

001.1010.5359.000 LHOGELAND AUTO PLAZA LLC	tow PD Ford Explorer to City shop	\$ 200.00
001.4010.5732.000 LIBRARY IDEAS LLC	Audio books	\$ 612.80
170.4010.5732.000 LIBRARY IDEAS LLC	Audio books	\$ 560.04
170.4010.5732.000 LIBRARY IDEAS LLC	CFMC Welcome Grant books	\$ 390.36
001.4010.5600.000 LIBRARY STORE INC, THE	polypropylene laminate	\$ 1,519.65
001.6040.5234.000 LYNCH DALLAS PC	general matters	\$ 577.50
001.6040.5234.000 LYNCH DALLAS PC	Real Estate	\$ 2,125.00
001.6040.5234.000 LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 468.11
001.6040.5234.000 LYNCH DALLAS PC	Severence matter	\$ 389.50
001.4010.5980.000 Macy, Emma	returned lost book	\$ 12.95
001.1010.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 6,828.47
001.1050.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 262.81
001.1050.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 820.94
001.1071.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 10.17
001.1075.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 144.10
001.4030.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 1,067.74
001.4030.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 538.97
001.6050.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 223.17
001.6050.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 10.00
110.2010.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 962.10
110.2010.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 50.86
110.2010.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 2,332.82
110.2040.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 243.04
110.2060.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 377.93
110.2070.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 689.83
184.5030.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 30.51
610.8015.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 621.84
610.8016.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 605.84
610.8016.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 30.22
690.8050.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 854.20
690.8050.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 5,695.29
740.8065.5570.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 403.90
740.8065.5571.000 MARSHALL COUNTY ENGINEER	Fuel charges	\$ 20.15
001.1075.5440.000 MARSHALL COUNTY TREASURER	719 N 4th Ave Binford Park Manor Add	\$ 126.00
001.1075.5440.000 MARSHALL COUNTY TREASURER	23 W Main St	\$ 169.00
001.1075.5440.000 MARSHALL COUNTY TREASURER	510 Bromley St	\$ 80.00
001.1075.5440.000 MARSHALL COUNTY TREASURER	910 S 2nd Ave Mitchells Add	\$ 294.00
355.1075.5440.000 MARSHALL COUNTY TREASURER	107 E Lincoln St	\$ 303.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	39.00 acres eased farm property	\$ 638.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	leased farm property	\$ 554.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	leased farm property	\$ 405.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	712 1/2 Marion St	\$ 43.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	leased farm property	\$ 215.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	leased farm property	\$ 422.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	26.05 acres	\$ 557.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	leased farm property	\$ 803.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	37.20 acres	\$ 790.00
610.8015.5440.000 MARSHALL COUNTY TREASURER	leased farm property	\$ 286.00
001.2080.5342.000 MARSHALLTOWN AVIATION INC	Airport management	\$ 2,333.00
001.2080.5344.000 MARSHALLTOWN AVIATION INC	Airfield maintenance	\$ 2,083.00
001.2080.5450.000 MARSHALLTOWN AVIATION INC	Airport internet	\$ 30.05
001.2080.5481.000 MARSHALLTOWN AVIATION INC	Electrical services	\$ 62.50
001.2090.5220.000 MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$ 265.00
610.8015.5220.000 MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 8,095.43
610.8015.5483.000 MARSHALLTOWN WATER WORKS	August 2023 plant water usage	\$ 748.41
740.8065.5220.000 MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$ 257.80
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD vehicle tire repair	\$ 35.00
001.1050.5600.000 MENARDS	Fire dept truck maint/ station supplies	\$ 67.49
001.4030.5489.000 MENARDS	Parks safety vests	\$ 55.93
001.4030.5611.000 MENARDS	Parks Aircraft drill bit	\$ 23.97
001.4030.5611.000 MENARDS	Parks - Edger parts	\$ 19.98
001.4030.5611.000 MENARDS	Parks foundations and toilet repair kits	\$ 82.98
001.4030.5611.000 MENARDS	Parks foundations	\$ (49.00)
001.4045.5607.000 MENARDS	Parks non-foaming algicide	\$ 23.96
110.2010.5600.000 MENARDS	penetrating catalyst	\$ 55.98
110.2010.5600.000 MENARDS	Skid loader ratchet binder and transport	\$ 128.97
110.2010.5600.000 MENARDS	Sign shop black tape and deadblow hammer	\$ 9.98
110.2010.5600.000 MENARDS	Dura patcher clamp AC/DC Clamp Meter with Third-Ha	\$ 79.59

110.2010.5718.000 MENARDS	Sign shop black tape and deadblow hammer	\$	12.99
363.2010.5600.000 MENARDS	blades, rechargeable neck light	\$	127.96
363.2010.5600.000 MENARDS	Diamond blade exchange	\$	(89.99)
363.2010.5600.000 MENARDS	Diamond blade exchange	\$	99.99
363.2010.5600.000 MENARDS	concrete mix, caulk gun, limestone	\$	26.81
750.8070.5600.000 MENARDS	Compost broom and dust pan	\$	19.48
001.4010.5732.000 MICROMARKETING LLC	audio books	\$	93.49
001.4010.5732.000 MICROMARKETING LLC	audio books	\$	23.49
001.4010.5732.000 MICROMARKETING LLC	Audio books	\$	57.98
001.4010.5732.000 MICROMARKETING LLC	Audio book	\$	46.99
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - volumetric flask	\$	7.13
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - powder pillows, buffer solution	\$	314.30
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - magnetic stirrer	\$	316.09
610.8015.5603.000 MIDLAND SCIENTIFIC INC	lab supplies - quick action spigot	\$	643.26
001.1010.5410.000 MIDWEST RADAR & EQUIPMENT	repairs	\$	40.00
110.2010.5626.000 MOBOTREX INC	cable assembly	\$	96.00
616.8016.5348.000 MUNICIPAL PIPE TOOL CO LLC	SAN21-001 2020 Sanitary Sewer CIPP 8/24-9/13/23	\$	347,766.24
881.1010.5339.000 Occupational Medicine Plus PC	paid medical claim	\$	162.00
110.2010.5600.000 OREILLY AUTOMOTIVE INC	Street mammoth mount	\$	41.99
001.4010.5732.000 OVERDRIVE,INC.	Ebooks - audio	\$	830.74
001.4010.5732.000 OVERDRIVE,INC.	Ebooks - audio	\$	213.02
001.4010.5732.000 OVERDRIVE,INC.	Ebooks	\$	230.90
001.4010.5732.000 OVERDRIVE,INC.	Ebooks - audio	\$	235.98
001.4010.5736.000 OVERDRIVE,INC.	external service	\$	5.98
Payroll	Payroll #19	\$	323,385.54
189.3040.5464.000 Pippen, Jackie	Region 7 Lead Summit	\$	71.07
189.3040.5472.000 Pippen, Jackie	Region 7 Lead Summit	\$	259.80
001.4010.5600.000 Playaway Products LLC	Library 25 pack of one time locks	\$	27.99
001.4010.5732.000 Playaway Products LLC	juvenile audio	\$	24.99
001.4010.5732.000 Playaway Products LLC	Juvenile audio books	\$	259.95
001.4010.5732.000 Playaway Products LLC	juvenile audio	\$	156.72
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	166.31
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library copies	\$	306.23
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library copies	\$	43.08
110.2010.5410.000 QUALITY SERVICES CORPORATION	Street #39 valve module	\$	504.00
110.2010.5565.000 QUALITY SERVICES CORPORATION	Street #39 valve module	\$	643.69
110.2010.5600.000 QUALITY SERVICES CORPORATION	Street #39 valve module	\$	50.40
001.1050.5410.000 RACOM CORPORATION	FD Vehicle charger/ power cord	\$	124.80
001.1099.5410.000 Rainbow Carwash LLC	Wash bay repair	\$	12.50
001.4030.5410.000 Rainbow Carwash LLC	Wash bay repair	\$	12.49
110.2010.5410.000 Rainbow Carwash LLC	Wash bay repair	\$	49.98
690.8050.5410.000 Rainbow Carwash LLC	Wash bay repair	\$	49.98
110.2010.5565.000 Raven Creek Repair	Durapatch machine tire	\$	140.00
132.5020.5342.000 RDG Planning & Design	Downtown Facade Improvements	\$	13,920.17
132.5020.5331.000 Region 6 Resource Partners	Region 6 CDBG Willards, 131	\$	1,336.00
132.5020.5331.000 Region 6 Resource Partners	CDBG Downtown Facade Grant, 130	\$	3,647.00
001.1050.5565.000 RELIANT FIRE APPARATUS inc	FD pump	\$	798.25
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24	\$	7,770.00
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	waste pickup and supplies	\$	435.96
110.2010.5342.000 SAFETY KLEEN SYSTEMS INC	waste pickup and supplies	\$	590.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	August 2023 water softener lease	\$	27.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly control	\$	49.05
001.4010.5342.000 SCHENDEL PEST CONTROL INC	Library-wasps	\$	49.00
001.4010.5342.000 SCHENDEL PEST CONTROL INC	Library roach control	\$	130.00
001.4010.5342.000 SCHENDEL PEST CONTROL INC	Library roach control	\$	65.00
001.4010.5342.000 SCHENDEL PEST CONTROL INC	Library - Nuvan strips	\$	56.00
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	21.58
001.4030.5342.000 SCHENDEL PEST CONTROL INC	Riverview Park bldg	\$	46.33
001.4065.5342.000 SCHENDEL PEST CONTROL INC	Coliseum monthly control	\$	49.05
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	21.58
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.24
001.4065.5410.000 SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	\$	463.50
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	237.14
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	239.54
001.1010.5347.000 SE Jones Industries Inc	Scan tool software update	\$	325.50
110.2010.5347.000 SE Jones Industries Inc	Scan tool software update	\$	325.51
110.2010.5718.000 SE Jones Industries Inc	Street dept bolt cutters	\$	159.75
110.2010.5718.000 SE Jones Industries Inc	Street dept wrench set, inflator hose	\$	388.51

001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	September Library cleaning	\$	1,897.00
001.4010.5370.000	Sho Biz Inc dba Minuteman	Katie Fink business cards	\$	60.32
001.4010.5605.000	Sho Biz Inc dba Minuteman	Envelopes 2000	\$	171.20
001.4010.5605.000	Sho Biz Inc dba Minuteman	envelopes 2000	\$	131.00
690.8050.5370.000	Sho Biz Inc dba Minuteman	Transit 4000 bus maps	\$	1,890.00
610.8015.5344.000	SJE-RHOMBUS	Service flex plant Q4 period 8/1/23-10/18/23	\$	1,250.00
001.1050.5702.000	STAPLES BUSINESS CREDIT	Fire dept office chairs	\$	599.98
610.8015.5342.000	STONE SANITATION	August 2023 grit/ screening removal	\$	533.68
001.4030.5600.000	Strands Inc	Parks paint and remover	\$	64.00
001.1010.5132.000	STREICHER'S INC	new officer velcro lettering	\$	68.00
001.1010.5600.000	STREICHER'S INC	PD defense spray	\$	300.62
110.2010.5600.000	THEISENS SUPPLY INC	invoice paid twice	\$	(27.78)
110.2010.5600.000	THEISENS SUPPLY INC	tow chain, ratcheting loadbinder	\$	140.48
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept safety clothing	\$	21.92
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept safety clothing Jacob Smith	\$	39.76
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept safety clothing	\$	14.61
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept safety clothing	\$	26.51
610.8015.5980.000	Tice, Jeff	Sewer refund 2023 - pool	\$	37.86
001.1010.5210.000	TIMES REPUBLICAN	job advertisements	\$	92.66
001.1072.5210.000	TIMES REPUBLICAN	job advertisements	\$	27.81
001.4041.5210.000	TIMES REPUBLICAN	job advertisements	\$	92.66
001.6021.5210.000	TIMES REPUBLICAN	job advertisements	\$	92.66
110.2030.5210.000	TIMES REPUBLICAN	job advertisements	\$	9.27
110.2040.5210.000	TIMES REPUBLICAN	job advertisements	\$	55.62
690.8050.5210.000	TIMES REPUBLICAN	job advertisements	\$	92.66
750.8070.5210.000	TIMES REPUBLICAN	job advertisements	\$	92.66
110.2010.5565.000	TITAN MACHINERY, INC.	Street Puma 215 mirror arm and assy	\$	318.30
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	10,996.94
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	6,085.30
001.4010.5410.000	TRI STATE LOCK SERVICE	service call	\$	80.00
001.4030.5600.000	TRI STATE LOCK SERVICE	Parks service call	\$	60.00
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	\$	41.41
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	106.36
001.6021.5347.000	TYLER TECHNOLOGIES INC	Brazos eCitation Maintenance 10/1/23-9/30/24	\$	502.26
001.4030.5380.000	Vajgrt, Roger	stage, barricades	\$	272.00
001.4010.5980.000	Weintraub, Dorothy	returned lost book	\$	26.99
001.1050.5132.000	Witmer Public Safety Group Inc	FD rescue gloves	\$	41.53
610.8015.5980.000	Witte, Justin	Sewer refund 2023 - pool	\$	99.93
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	55.57
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St #7080	\$	(63.87)
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	62.60
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St #7080	\$	(17.56)
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	37.05
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St #7080	\$	(63.87)
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St #7080	\$	(17.56)
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	41.74
615.8015.5342.000	WRH Inc	WPC21001 Headworks & Digester Impro 7/28-8/30/23	\$	270,751.26
001.6050.5600.000	WW GRAINGER	trash bags for buildings	\$	23.09
001.6051.5600.000	WW GRAINGER	trash bags for buildings	\$	23.09
110.2010.5410.000	ZIEGLER INC	Motor Grader 28 Front Drivers Spindle Replace	\$	14,105.43
610.8016.5765.000	ZIEGLER INC	YMCA LS Emergency Standby Generator 80KW/100 KVA	\$	1,695.41
TOTAL			\$	2,612,000.40

**RESOLUTION SETTING A PUBLIC HEARING FOR THE PROPOSED VACATION
OF THE EAST-WEST ALLEY BEHIND 1108 AND 1110 WEST CHURCH STREET**

WHEREAS, the City of Marshalltown, Iowa, is the owner of a public right-of-way legally described as follows:

That portion of the sixteen and one-half (16 ½) foot wide alley running east-west and situated south of Lots 5 and 6 of Dickson's Subdivision of the East Half of the North Two-Thirds of Lot 5 of the Northwest Quarter of the Northeast Quarter of Section 34, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa; and

WHEREAS, the above-referenced alley is not required for any public purpose and no rights of private persons will be adversely affected by the proposed vacation; and

WHEREAS, the City of Marshalltown hereby proposes that the transfer of said portion of vacated alley shall be subject to easements for any installed utilities and all easements of record.

WHEREAS, the City Council of the City of Marshalltown, Iowa, find this vacation is in the best interest of the City of Marshalltown.

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on October 9, 2023, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 25th 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: September 15, 2023
RE: Vacation of Alley

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.

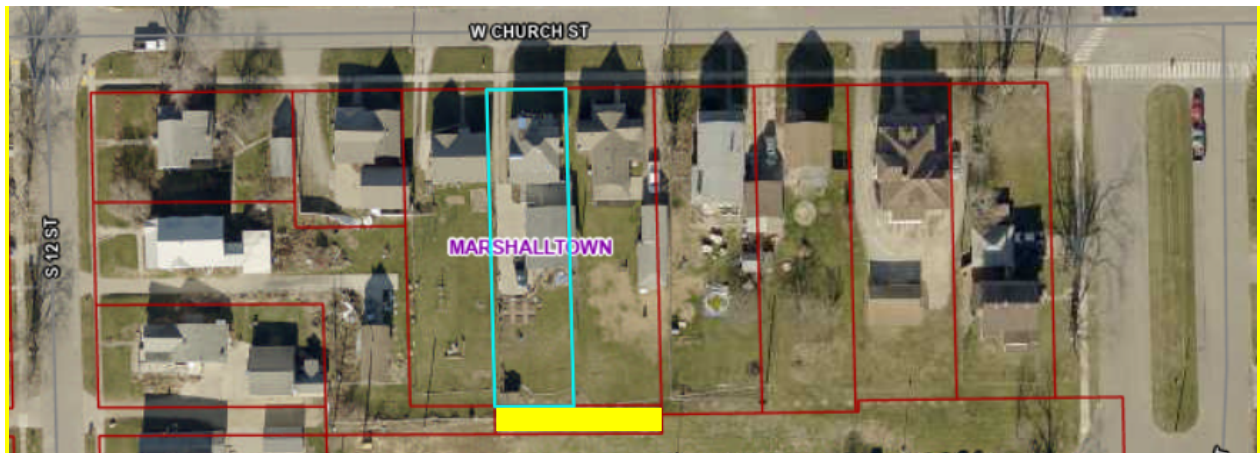
Description/Background:

There is a portion of city owned right of way behind 1108 and 1110 West Church Street that is landlocked. Staff have not found any record that this portion of alley has been previously vacated. The owners of these properties wish to purchase the right of way which can be done per the Policy for the Sale of Surplus Real Property for \$250.

Mr. Flores currently owns 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'.

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'.

A resolution setting a public for the vacation of the alley is the first step in the proceedings. The public hearing will be scheduled for the October 9, 2023 meeting.



CITY COUNCIL

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



**RESOLUTION SUPPORTING THE IOWA DEPARTMENT OF NATURAL RESOURCES
APPLICATION FOR AN IOWA DOT RECREATIONAL GRANT FOR A STORAGE FACILITY AT
NICHOLSON FORD OHV PARK**

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

WHEREAS the City and the State of Iowa Department of Natural Resources entered into a 28E Agreement on April 25, 2005, to create the Marshalltown OHV Park for a period of twenty years; and

WHEREAS the OHV park was created on both city-owned land and Department of Natural Resources land; and

WHEREAS the Iowa Department of Natural Resources desires to apply for an Iowa Department of Transportation Recreational Grant for the construction of a storage facility on city-land at the OHV park; and

WHEREAS the City Council finds this application to be within the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS: If awarded that the Mayor and City staff are authorized to execute any required contracts and documents associated with this project.

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

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: Geoff Hubbard, Director of Parks & Recreation
DATE: September 20, 2023
RE: Support of OHV Building Grant

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:

The OHV Club of Marshalltown is working with the Iowa DNR to apply for a grant from the Iowa Department of Transportation to build a storage facility just north of the parking lot on land that the City has now leased to them. This area will include a beginner training course as well. This building would house maintenance equipment for the OHV Park.

Recommendation:

Parks & Recreation staff are recommending we support this grant application for their storage building.

Budget:

None

CITY COUNCIL

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





Form 760006 (03-14)

Park, Recreation Land, and Wildlife and Waterfowl Refuge**Section 4(f) Determination**

Project Description: Nicholson Ford OHV Building	Plan Turn-in Date: 9/15/2023	County: Marshall
Project No.: NRT-000T(29)--9G-00		Section/Township/Range: S 30 , T-84 N, R-17 E W

SECTION A - COMPLETED BY THE PROJECT SPONSOR:**Site Name:** Nicholson Ford OHV Park**Name of Official with Jurisdiction:** Geoff Hubbard, Director - City of Marshalltown Parks and Recreation**Describe planned improvement to the site (attach figure):**

Construction of a 40'x60' maintenance building to store equipment and other materials used to maintain the Nicholson Ford OHV Park.

Can impacts be avoided?

If no, answer next question.

☐ Yes ☒ No**Can impacts be minimized?**

If yes, describe efforts to minimize impacts to property: Erosion control methods (ie silt fencing, filter socks, gravel) will be utilized where appropriate.

☒ Yes ☐ No

FHWA determines the applicability of 49 USC 303 (Section 4(f) of the DOT Act of 1966) to impacts your project may have on a public park, recreation area, or wildlife and waterfowl refuge. This is part of the Section 4(f) determination process for this project. In order to complete the determination, FHWA is gathering input from the official with jurisdiction over the property to establish the function, designation, and significance of the property. Please answer these questions about the property:

SECTION B - COMPLETED BY OFFICIAL WITH JURISDICTION:

Do you have jurisdiction over the property?

☒ Yes ☐ No

Is this property publicly owned?

☒ Yes ☐ NoIf No, Section 4(f) does not apply to privately owned properties.

What is the official designation or classification for the property?

Public Park

What is the primary function or use of the property?

Recreation including hiking, wildlife watching, and motorized vehicle use

Are there any secondary functions of the property?

No

Is the property open to the public?

☒ Yes ☐ No

Is the property considered significant or important for its use?

☒ Yes ☐ No

If not, why?

As the official having jurisdiction over the Section 4(f) resource, it is agreed that the use of the section 4(f) property is solely for the purpose of preserving or enhancing the activity, feature, or attribute that qualifies the property for Section 4(f) protection. Your signature below indicates agreement and approval that the project is acceptable and consistent with the designated use of the property and that all possible planning to minimize harm has been accomplished in the described enhancements to the park or facility.

Official with Jurisdiction:**Date:**

**RESOLUTION TO APPROVE A 17-MONTH EXTENSION OF TIME TO COMPLETE
THE CITY CODE UPGRADE AND FAÇADE GRANT WORK FOR 26 E. MAIN STREET**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of upgrading to City code and façades and the Marshalltown Central Business District administers the Code Building Upgrade and Façade Grant Program; and

WHEREAS, the Council already approved a grant on March 14, 2022 up to \$20,000 for Code upgrades and \$12,500 for façade work on Resolutions 2022-060 and 2022-059 respectively for work at 26 E Main Street, which included a sprinkler system, fire alarms, windows, brick cleaning, etc., and

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

WHEREAS, Simms Construction LLC, the owners, are requesting an extension to complete the project until August 31, 2024 as it is taking the contractor longer than expected due to supply chain shortages.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the code upgrade and facade grant until August 31, 2024.

Passed this 25th 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

August 11, 2023

Dear Mayor and Councilors,

I am writing to submit a City Code Upgrade and Facade Grant Extension Request, on behalf of Jeff Simms, owner of what was formerly known as the Gildner's Building, located at 26 E. Main St. City Council approved the City Code grant in March of 2022. The request for additional time to complete the project is due the accessibility of supplies and labor force. As the council is aware, almost all industries are struggling with supply chains, which in turn affects the timeline that contractors can fulfill their project scopes. The Incentive Grant Committee recommends extending the completion date to August 31, 2024.

Previous Approval Information:

Facade

Brick Cleaning & tuckpointing	\$42,181
Painting of exterior surface	\$ 5,000
Preservation of architecture	\$20,000
Removal of inappropriate elements	\$ 4,000
Total	\$71,181 x 25% reimbursement = \$17,795.25

Max Allowable Reimbursement Request \$12,500

City Code

Sprinkler systems	\$ 41,900
Fire Alarms	\$ 18,000
Exit doors	\$ 7,500
Windows	\$ 48,750
Electrical	\$ 15,000
Total	\$131,150 x 25% reimbursement = \$32,787.50

Max Allowable Reimbursement Request \$20,000

There would be no budget impact for this extension as \$32,500 was previously approved by council.

Thank you for your consideration of this extension.

Respectfully,

Deb Millizer
Executive Director
Marshalltown Central Business District

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF FOUR
2023 DODGE DURANGO POLICE PACKAGE VEHICLES FOR USE IN THE
POLICE DEPARTMENT AS EMERGENCY RESPONSE VEHICLES AND
DECLARING CERTAIN PROPERTY SURPLUS PROPERTY**

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

WHEREAS, the City desires to procure four, 2023 Dodge Durango police package vehicles to be utilized by the police department as emergency response vehicles and sought quotes for this purpose; and

WHEREAS, McGrath Auto of Cedar Rapids, Iowa submitted a bid for this police vehicle purchase for a total purchase price of \$82,590 and offered to credit the City \$10,000 in total trade value on two, 2019 Ford Interceptor police package vehicles that are being retired from the police department fleet. Less trade, the purchase price of the two, new 2023 Dodge Durango police package vehicles is \$72,590; and

WHEREAS, Stew Hansen Dodge of Urbandale, Iowa submitted a bid for this police vehicle purchase for a total purchase price of \$85,514 and offered to credit the City \$11,000 in total trade value on a 2017 and 2019 Ford Interceptor police package vehicles that are being retired from the police department fleet. Less trade, the purchase price of the two, new 2023 Dodge Durango police package vehicles is \$74,514; and

WHEREAS, the City is the sole owner of the four vehicles in Section 3 below, which are to be declared surplus property and disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and

WHEREAS, vehicle equipment and installation costs total \$44,330.58 and lettering costs total \$10,000.

WHEREAS, the acceptance of these bids and disposal of surplus property is in the best interest of the City.

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

Section 1. The City accepts the bid from McGrath Auto for the purchase of two, 2023 Dodge Durango police package vehicles to be used as a police response vehicle for \$82,590. Less trade value of the surplus property (\$10,000), the purchase price of the two, new 2023 Dodge Durango police package vehicles decreases to \$72,590.

Section 2. The City accepts the bid from Stew Hansens for the purchase of two, 2023 Dodge

Durango police package vehicles to be used as a police response vehicle for \$85,514. Less trade value of the surplus property (\$11,000), the purchase price of the two, new 2023 Dodge Durango police package vehicles decreases to \$74,514.

Section 3. The property listed below is hereby declared as surplus property:

1. 2019 Ford Interceptor, VIN: 1FM5K8AR7KGA12163, car 522 (McGrath)
2. 2019 Ford Interceptor, VIN: 1FM5K8AR2KGA62324, car 517 (McGrath)
3. 2017 Ford Interceptor, VIN: 1FM5K8AR9KGA12164, car 500 (Stew Hansen)
4. 2019 Ford Interceptor, VIN: 1FM5K8AR7HGD57654, car 516 (Stew Hansen)

Section 3. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Section 4. The Chief of Police of the City is hereby authorized to enter into agreements on behalf of the City to purchase said vehicles at the above referenced price and conditions.

Passed this 25th day of September 2023, and signed this _____ day of September 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**City of Marshalltown
Police Department**



Joel Greer, Mayor
Joseph Gaa, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5729
Fax - (641) 752-1211

TO: Chief Michael Tupper

FROM: Captain Kiel Stevenson

DATE: September 14, 2023

RE: Marshalltown Police Department Vehicle Purchase FY 23-24

Recommendation: The City of Marshalltown should approve the purchase of two Dodge Durango police vehicles from McGrath Auto (Cedar Rapids, IA). This purchase should include the sale of two Ford Interceptor SUV police package vehicles (522-VIN 1FM5K8AR7KGA12163 and 517 VIN 1FM5K8AR2KGA62324).

The City of Marshalltown should approve the purchase of two Dodge Durango police vehicles from Stew Hansen Dodge (Urbandale, IA). This purchase should include the trade of two Ford Interceptor SUV police package vehicles (500-VIN- 1FM5K8AR9KGA12164 and 516 VIN- 1FM5K8AR7HGD57654).

The City of Marshalltown should approve the purchase of equipment from Keltek (Baxter, IA) to upfit the Dodge Durango police vehicles.

Background: The Marshalltown Police Department has experienced complications with acquiring new police vehicles over the past two years. These complications have led to increased maintenance issues and increased mileage on the current fleet. The Marshalltown Police Department was able to acquire two Chevrolet Tahoe police vehicles from Karl Chevrolet (Ankeny, IA) during the previous fiscal year. The Marshalltown Police Department has only received one of those vehicles at this time. The second vehicle is still awaiting equipment upfit. The additional delay in receiving both Chevrolet Tahoes has added to the maintenance and mileage issues already being experienced.

The Marshalltown Police Department has began researching alternative fleet options because of the ongoing supply chain issues. The two Dodge Durango police vehicles from McGrath Auto are currently available. The two Dodge Durango police vehicles from Stew Hansen Dodge are scheduled for production in early October 2023.

The following is a breakdown of the total costs for this recommendation:

CITY COUNCIL

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

Marshalltown Police Department- Vehicle Purchases FY 23-24

New Vehicle Estimate

<u>Dealer</u>	<u>Contact</u>	<u>Email</u>	<u>Vehicle</u>	<u>Quote</u>
McGrath	Jeremy Smith	jsmith@mcgrathauto.com	2023 Dodge Durango Pursuit AWD	\$41,295.00
			2023 Dodge Durango Pursuit AWD	\$41,295.00
			Trade 2019 Ford Interceptor (522)**	\$5,000.00
			Trade 2019 Ford Interceptor (517)**	\$5,000.00
Stew Hansen	Harry Bougher	harryb@stewhansens.com	2023 Dodge Durango Pursuit AWD	\$42,757.00
			2023 Dodge Durango Pursuit AWD	\$42,757.00
			Trade 2017 Ford Interceptor (516)	\$4,000.00
			Trade 2019 Ford Interceptor (500)	\$7,000.00

Vehicle Equipment Estimate

<u>Vendor</u>			<u>Equipment</u>	<u>Quote</u>
Keltek	Joel Wilkerson	joel.wilkerson@keltekinc.com	Electronics/Installation (522)	\$9,421.05
			Electronics/Installation (517)	\$9,421.05
			Electronics/Installation (500)	\$12,272.48
			Electronics/Installation (516)	\$13,216.00
			EQUIPMENT TOTAL	\$44,330.58
			BUDGET	\$193,000.00
			GRAND TOTAL	\$191,434.58
			Remaining	\$1,565.42

**Trade price estimated

It should be noted that the trade value of the vehicles being sold to McGrath Auto are estimations only at this time. These values were based on a conservative comparison to trade values received from Stew Hansen Dodge. The remaining figures are quotes and estimates directly from the respective vendors.

This recommendation does not account for vinyl decals for marked police vehicles. It is estimated that decals would be approximately \$2,500 per marked vehicle. There is also dated computer equipment being transferred that will likely need replaced during the service period of at least two vehicles.

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Willard-Hopkins, L.L.C.)

422742-47

Marshalltown, Iowa

September 25, 2023

The City Council of the City of Marshalltown, Iowa, met on September 25, 2023, at 5:30 o'clock, p.m., in the City Council Chambers, 10 W State Street, in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2023-

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement Amendment with Willard-Hopkins, L.L.C., Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to amend the development agreement (the “Development Agreement”) with Willard-Hopkins, L.L.C. (“the Company”) in connection with the redevelopment of the Willard and Hopkins Buildings into a mixed-use building including commercial and multiresidential units; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Company in the form of economic development incremental property tax payments in an amount not to exceed \$750,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on September 25, 2023, at 5:30 p.m., at the City Council Chambers, 10 W State Street, in the City of Marshalltown, at which time and place proceedings will be instituted and action taken to approve the amended Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
AMENDMENT WITH WILLARD-HOPKINS, L.L.C. AND AUTHORIZATION
OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Marshalltown, Iowa (the “City”), will meet at the City Council Chambers, 10 W State Street, in the City of Marshalltown, on October 9, 2023, at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the “Agreement”) between the City and Willard-Hopkins, L.L.C. (“the Company”) in connection with the redevelopment of the Willard and Hopkins Buildings into a mixed-use building including commercial and multiresidential units in the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”). The Agreement provides for certain financial incentives in the form of economic development incremental property tax payments to the Company in a total amount not exceeding \$750,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment by the City to make incremental property tax payments to the Company under the Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. Some or all of the payments under the Agreement may be subject to annual appropriation by the City Council.

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

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

Alicia Hunter
City Clerk

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

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

Passed and approved September 25, 2023.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

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

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

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

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

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



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: Joe Gaa, City Administrator
DATE: September 20, 2023
RE: Set a Public Hearing to Amend TIF Development Agreement

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: 1. Support the Marshalltown Central Business District and development in Downtown.
3. Increase housing opportunities at all levels

Recommendation: Set a Public Hearing for Monday October 9, 2023 to Consider an Amendment to the TIF Development Agreement for the Hopkins-Willard Rehabilitation Project.

Budget Impact: The proposed amendment will increase the total TIF payments from \$508,000 to \$750,000.

Description/Background: In March of 2022, the Council approved a TIF Development Agreement with Willard-Hopkins, L.L.C. for the rehabilitation of property located at 32, 34, and 36 West Main Street. The project is included in Urban Renewal Area #4. In the Urban Renewal Plan, increment payments of up to \$750,000 were authorized. As the project was being designed, grant funding of \$300,000 was approved by IEDA. For that reason, the amount of TIF payments in the Development Agreement were lowered to \$508,000, rather than \$750,000. For a variety of reasons, the project will not be able to utilize the \$300,000 grant. As the decrease was made due solely to the grant funding, the developer is requesting the TIF Development Agreement be amended to reflect a payment schedule of \$750,000. In order to consider this request, a public hearing must first be held.

CITY COUNCIL

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



DEVELOPMENT AGREEMENT

This amended Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Willard-Hopkins, L.L.C. (the “Company”) as of the ____ day of _____, 2023 (the “Commencement Date”). The original development agreement was entered on March 1, 2022.

WHEREAS, the Company owns certain real property (as more particularly described on Exhibit A hereto) (the “Property”) situated at 32, 34 and 36 W. Main Street in the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”); and

WHEREAS, the Company has proposed to undertake the redevelopment (the “Project”) of the Willard Building and the Hopkins Building situated on the Property into a mixed-use facility including commercial and multiresidential units; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in defraying the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development and blight alleviation projects; and

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

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction. The Company agrees to undertake the Project on the Property. The Company agrees that the completed Project shall minimally include eight (8) multiresidential units in the Hopkins Building, five (5) multiresidential units in the Willard Building and two (2) commercial units. The Company agrees to complete the Project in substantial conformance with the City’s zoning, land use, building and safety codes and regulations. Barring Unavoidable Delays (as that term is defined herein), the Company further agrees to use its best efforts to substantially complete the Project by December 31, 2024.

“Unavoidable Delays” means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City, with respect to a City-claimed delay) (including the revocation or refusal to grant licenses, permits, certificates or approvals, where such revocation or refusal is not due to the fault of the Owners, or the expiration of time periods required by law or regulations before necessary permits can be granted).

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Certificates of Occupancy** The Company shall take all action necessary to lawfully obtain a Certificate of Occupancy for the Hopkins Building and the Willard Building from the City's zoning administrator. Barring Unavoidable Delays, the Company anticipates that it will obtain such Certificates of Occupancy for the Hopkins Building and the Willard Building from the City's zoning administrator by December 31, 2024.

3. **Property Taxes.** The Company agrees to ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit receipts, cancelled checks or certification based on public records as evidence of each such payment.

4. **No Abatement; No Property Tax Exemption.** The Company agrees that it will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

5. **Default Provisions.**

a. **Events of Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to obtain Certificates of Occupancy for the Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to comply with any other material Sections of this Agreement.

b. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

c. **Enforced Delay in Performance.** The Company shall not be considered in breach of, or in default of, its obligations with respect to this Agreement, or any portion thereof, including development, or the beginning and completion of construction of the Project, in the event of an enforced delay in the performance of such obligations due to Unavoidable Delays; it being the purpose and intent of this provision that in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations the Company shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this article shall: (i) within twenty (20) days after the beginning of any such enforced delay, have notified the other party thereof in writing, and of the cause or causes thereof, and setting forth the anticipated extension required as a result of the enforced delay; and, (ii) exercise reasonable diligence to mitigate the event and the impact thereof.

B. City's Covenants

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make ten (10) economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term (as hereinafter defined), pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the first four payments shall not exceed an amount equal to \$50,800, the next five payments shall not exceed an amount equal to \$91,133, and the final payment shall not exceed an amount equal to \$91,135, and the total, aggregate amount (the "Maximum Payment Total") of the Payments made under this Agreement during the Term shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000). Certain Payments (the "Annual Appropriation Payments" and, individually each, an "Annual Appropriation Payment") under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder and shall be made in accordance with the schedule of Payments hereinafter set forth in this Section A.1.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from unencumbered Incremental Property Tax Revenues received by the City from the Marshall County Treasurer which are attributable to the Urban Renewal Area. Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Marshall County; and (4) deducting any property tax credits which shall be available with respect to the Property.

Subject to the right of Annual Appropriation set forth in Section B.2, the Payments will be made on such dates and in such amounts (the “Scheduled Payment Amounts”) as follows:

Payment Date	Amount
Within thirty (30) days of issuance of the Certificate of Occupancy of the Hopkins Building	\$50,800
Within thirty (30) days of issuance of the Certificate of Occupancy of the Willard Building	\$50,800
First Annual Appropriation Payment	\$50,800
Second Annual Appropriation Payment	\$50,800
Third Annual Appropriation Payment	\$91,133
Fourth Annual Appropriation Payment	\$91,133
Fifth Annual Appropriation Payment	\$91,133
Sixth Annual Appropriation Payment	\$91,133
Seventh Annual Appropriation Payment	\$91,133
Eighth Annual Appropriation Payment	\$91,135

The Annual Appropriation Payments will be made on December 1 and June 1 (each, an “Annual Appropriation Payment Date”) of each fiscal year, beginning on the first Annual Appropriation Payment Date immediately succeeding the date on which both Certificates of Occupancy have been issued for the Project as set forth in Section A.2 of this Agreement.

For example, assuming that both Certificates of Occupancy are issued for the Project by June 30, 2024, then the Annual Appropriation Payments will be made on each December 1 and June 1, beginning on December 1, 2024 and continuing through the sooner of June 1, 2028.

2. Annual Appropriation Payments. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Annual Appropriation TIF Payments potentially coming due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the sum of the respective Scheduled Payment Amounts coming due in such fiscal year.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Annual Appropriation Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Annual Appropriation Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void.

3. Payment Amounts. The amount of the Payment to be made in connection with the issuance of the Certificate of Occupancy of the Hopkins Building shall not exceed \$50,800. The amount of the Payment to be made in connection with the issuance of the Certificate of Occupancy of the Willard Building shall not exceed \$50,800. Further, the aggregate Annual Appropriation Payments to be made in each fiscal year shall not exceed an amount equal to the

corresponding Appropriated Amount (for example, assuming there are Annual Appropriation Payments due on December 1, 2024 and on June 1, 2025, the aggregate maximum amount of such Annual Appropriation Payments would be determined by the Appropriated Amount determined for certification by December 1, 2023).

In addition, no Annual Appropriation Payment shall exceed the amount of unencumbered Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marshall County Treasurer attributable to the taxable incremental valuation of the property situated in the Urban Renewal Area in the six (6) months immediately preceding such Annual Appropriation Payment Date.

4. Certification of Payment Obligation. In any given fiscal year, beginning in fiscal year 2023, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Marshall County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a borrowing to be done in connection with the carrying out of the Project, without further action on the part of the City.

2. Succession. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

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

4 Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on the date on which the last Annual Appropriation TIF Payment is made by the City to the Company under Section B.1 above.

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

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

WILLARD-HOPKINS, L.L.C

By: _____
Its: _____

EXHIBIT A – REAL PROPERTY DESCRIPTION:

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa more particularly described as follows:

[Insert Legal Description]

**RESOLUTION APPROVING THE 2023 UPDATE OF THE TITLE VI PROGRAM FOR
MARSHALLTOWN MUNICIPAL TRANSIT (MMT)**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed 2023 Update to the Title VI program for Marshalltown Municipal Transit; and

WHEREAS, this program and associated policies shall replace in their entirety those adopted in 2020, as part of Resolution 2020-149; and

WHEREAS, the City Council finds this program and policies to be within the best interest of the City.

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

Section 1. That the Title VI Program for Marshalltown Municipal Transit is hereby adopted and effective October 1, 2023.

Passed this 25th 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, PE – Public Works Director
DATE: September 25, 2023
RE: Marshalltown Municipal Transit – Title VI Program

Strategic Plan:

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

Plan Objective:

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

Recommendation:

Approve 2023 Update to MMT's Title VI Program

Budget Impact:

None

Description/Background:

The City of Marshalltown utilizes funding and support from the Federal Transit Administration (FTA) to operate Marshalltown Municipal Transit. FTA requires review and approval of our Title VI program and policies every three years. Our last update was in May of 2020 (Resolution 2020-149). We are submitting this plan and policies for approval. A few highlights:

1. In past years, our MMT Title VI Coordinator was our Transit Administrator. We are proposing to change this to our Public Works Director. The City of Marshalltown updated our city-wide Title VI Agreement and Assurances with Iowa DOT in March of 2023 (Resolution 2023-045). For consistency, our Title VI Coordinator for MMT will be the same as adopted in our city-wide Title VI program.
2. Marshalltown Municipal Transit reported zero Title VI complaints in the past three years.

i:\public works\council items\2023\title vi_transit\memo_mmt title vi program and policies_2023 update.docx

CITY COUNCIL

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





Iowa Department of Transportation

FTA Title VI Program



Fixed-Route Public Transit System

Marshalltown Municipal Transit

905 East Main Street Marshalltown, Iowa 50158

Telephone 641-754-5719 fax 641-754-4148

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

Revised Sep. 2023

*This program to be submitted every three years to the Iowa
Department of Transportation Office of Public Transit.*

Recipient Profile

Recipient: Marshalltown Municipal Transit

Administrative Head: <u>Kevin Pigors</u>	<u>Transit Administrator</u>
Name	Title

Recipient Title VI Coordinator: <u>Heather Thomas</u>	<u>Public Works Director</u>
Name	Title

Address: 905 East Main Street

City/State: Marshalltown, Iowa Zip Code/County: 50158 / Marshall County

Phone: 641-754-5719 Fax: 641-754-4148

Email: hthomas@marshalltown-ia.gov

Website: www.marshalltown-ia.gov

Has the recipient signed and submitted its Title VI Assurances? **Yes**

General Requirements

1.

☐ Attach a copy of recipient's Title VI notice to the Public.

Required elements:

 X A statement that the agency operates programs without regard to race, color, or national origin
See Attachment A – Assurance of Nondiscrimination Section 2

 X A description of the procedures that members of the public should follow in order to request additional information on the recipient's Title VI obligations

See Attachment B – Title VI Program Overview Section 3

 X A description of the procedures that members of the public shall follow in order to file a Title VI discrimination complaint against the recipient

See Attachment C – Title VI Complaint Process

See Attachment D- Title VI Complaint Form

List locations where the notice is posted:

This policy is posted in the transit office, on the city's website, under the city bus section and on each bus.

2.

Please attach a copy of the recipient's instructions to the public regarding how to file a Title VI discrimination complaint, including a copy of the complaint form.

See Attachment C – Title VI Complaint Process

See Attachment D- Title VI Complaint Form

☐ Are complaint procedures and the complaint form posted on the recipient's website?
Please provide the URL: **Yes, the complaint procedures and form are both on the city's website. The address is www.marshalltown-ia.gov**

3.

- ☐ Please list and describe any transit-related Title VI investigations, complaints, or lawsuits filed with, concerning, or naming the recipient in the last three years.

	Date Filed (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.	None			
2.				
Lawsuits				
1.	None			
2.				
Complaints				
1.	None			
2.				

4.

- ☐ Please attach a public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made in the last three years.

See Attachment E Section 2

Please describe the methods used to inform low-income and minority populations of planning efforts for transportation-related services and/or improvements:

See Attachment E Section 3

List minority and/or community media utilized to ensure notification of public meetings or public review of recipient documents for residents in minority and low-income areas:

We use The Times Republican newspaper, radio station KFJB, and we also put up a notice inside each of the buses to promote transit meetings, which normally occur during city council meetings.

When was the public participation plan last reviewed? Please describe how.

Prior to this revision the Public Participation Plan was reviewed January of 2022

5.

- ☐ Please attach a copy of the recipient's plan for providing language assistance to persons with limited English proficiency, based on the DOT LEP Guidance, *Federal Register*, Volume 70, Number 239, <http://www.gpo.gov/fdsys/pkg/FR-2005-12-14/html/05-23972.htm>.

See Attachment F – The Language Assistance Plan

What steps has the recipient taken to ensure meaningful access to the benefits, services, information, and other important components of its programs and services to persons with limited English proficiency?

The transit administrator, office assistant/dispatcher, a driver and the mechanic have reviewed our Language Assistance Plan to ensure that every segment of our ridership is getting equal, and very good, access to services and benefits from what we do daily.

6.

List all non-elected committees and councils, the membership of which is selected by the recipient:

None

Describe the process the recipient uses to encourage the participation of minorities on such committees.

None

Racial/Ethnic Breakdown of the Non-Elected Committees and Councils:

Group	Number
Male	None
Female	None
White	None
Black or African American	None
American Indian or Alaskan Native	None
Asian	None
Native Hawaiian or other Pacific Islander	None
Other	None

7.

If applicable, describe the efforts the recipient uses to ensure subrecipients are complying with Title VI:

MMT reviews subrecipients Title VI policy annually.

MMT reviews all paratransit rides monthly for any denials that might be caused by discrimination.

Include a schedule of sub-recipient Title VI program submissions:

8.

Has the recipient constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., with Federal Transit Administration funds? ____ Yes ____ **X** No

- ☐ If yes, please attach the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

9.

- ☐ Please attach a copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

Please See Attached G – The City Council Resolution and Meeting Minutes

Requirements of Fixed Route Transit Providers

1. System-wide service standards

- ☐ Please attach quantitative service standards for each fixed route mode of transit that the agency provides. Service standards should be set for the following four quantities for each mode:

- Vehicle load
- Vehicle headways
- On-time performance
- Service availability

These standards, defined in FTA C 4702.1B, Appendix G, may be expressed in writing or tabular format.

[**See Appendix H – System-wide Service Standards**](#)

2. System-wide service policies

- ☐ Please attach qualitative service policies for each fixed route mode of transit that the agency provides. Service policies should be set for each mode for the following two indicators:

- Transit amenities
- Vehicle assignment

These policies should be expressed in writing. Examples are provided in FTA C 4702.1B, Appendix H.

[**See Attachment I – System-wide Service Amenities**](#)

[**See Attachment J – System-wide Service: Vehicle Assignments**](#)

[**See Attachment K – Disparate Impact Policy**](#)

[**See Attachment L – Disadvantaged Business Enterprise**](#)

[**See Attachment M – Program Monitoring and Review Process**](#)

Declaration of the Respondent

I declare that I have provided information as a part of the Title VI Program to the best of my knowledge and believe it to be true, correct, and complete.

Respondent _____

Date

Declaration of the Administrative Head

I declare that I have reviewed and approved the information provided in the Title VI Program and to the best of my knowledge believe it to be true, correct, and complete.

Respondent _____

Date

Assurance of Nondiscrimination

As a landmark piece of legislation, the Civil Rights Act of 1964 outlawed major forms of discrimination. Marshalltown Municipal Transit uses the Civil Rights Act as a basis to enforce a strict nondiscrimination policy.

Marshalltown Municipal Transit utilizes its best efforts to assure that no person will be discriminated against based on race, age, disability (physical or cognitive), religion, creed, color, gender, sexual orientation, marital status, national origin, veteran status or any other basis.

If a person believes that he or she has been excluded from participation in, denied the benefits of, or subjected to discrimination, they should file a written complaint with Marshalltown Municipal Transit's transportation administrator. A complaint must be filed within 180 days after the date of the alleged discrimination.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. At a minimum, the inquiry will identify and review all relevant documents, practices and procedures, and identify and interview persons with knowledge of the civil rights violation. A written statement of findings and proposed remedies will be provided to the complainant by the transit administrator within thirty business days of receipt of the complaint. For more information contact Marshalltown Municipal Transit.

Transit Administrator
Marshalltown Municipal Transit
905 East Main Street
Marshalltown, IA 50158

Civil Rights Officer
Federal Transit Admin
901 Locust Street
Kansas City, MO 64106

Title VI Program Overview for Marshalltown Municipal Transit

1) Introduction:

The purpose of this document is to ensure that transit services in the City of Marshalltown are in compliance with the Federal Transit Administration Circular 4702.1B and Title VI of the Civil Rights Act of 1964, which states:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.”

2) Title VI Assurances:

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with D.O.T.’s Title VI regulations. This is done annually with the Iowa DOT.

3) Title VI Obligations:

If you are unsure about specific Title VI civil rights obligations regarding Marshalltown Municipal Transit you can contact the transit administrator for clarification. This can be done by calling 641-754-5719, faxing 641-754-4148 or by writing “Transit Administrator, 905 East Main Street, Marshalltown, Iowa 50158”.

4) Translation Services:

MMT utilizes “Big Word” (Attachment B.1) which is a telephone accessed translation service. We also use the “I Speak” (Language Identification) sheets (Attachment B.2), Relay Iowa telephone number: 7-1-1 (or 800-735-2942) (Attachment B.3) and pictograms (Attachment B.4). MMT uses the “Safe Harbor” provision to determine which ethnic groups in Marshalltown the transit system translates important documents into their languages. Currently the only language meeting the five percent

level is Hispanic. There is currently no Hispanic based radio station or newspaper business in Marshalltown or Marshall County.

5) System Information Availability:

Bus schedules and brochures from Marshalltown Municipal Transit are available for those with either visual disabilities or those who speak Hispanic upon request.

6) Accommodations During Meetings:

MMT will provide accommodations for those with hearing or speech impairments that attend meetings, provided it is done in advance. Please call the office at least two business days ahead of the scheduled event at 641-754-5719.

Title VI Complaint Process

A person can receive a copy of the complaint form by contacting the transit administrator by either calling 641-754-5719, by faxing the request via fax machine at 641-754-4148 or by mailing in the request to the administrator at 905 East Main Street, Marshalltown, Iowa 50158.

Once the document is received by the transit administrator:

- Enter and record the tracking/document number
- The complaint document is reviewed to ensure that it has been filled out correctly and completely.
- If it is not, contact will be attempted with the complainant to fill out the form more completely.
- A fact-finding investigation around the event will be pursued, including confirmation that the transit employee allegedly involved was actually at work that day, on the specific route or run.
- The security camera footage will be removed from the bus, reviewed and saved on a SD card.
- The GPS data for the specific bus will be checked to confirm that it was near the scene of the event.
- There will be an interview with the complainant, the accused employee and witnesses.
- The information will be compiled, reviewed, followed up and then reviewed again.
- There will be a "Letter of Finding" issued within thirty calendar days of confirmation of all information received.

Marshalltown Municipal Transit

Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground 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."

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please contact the Transit Administrator at (641) 754-5719.

Complete and return this form to: Marshalltown Municipal Transit, Transit Administrator, 905 E Main St, Marshalltown, IA 50158.

1. Complainant's Name_____
2. Address_____
3. City_____ State_____ Zip_____
4. Telephone (home)_____ (cell)_____
5. Person discriminated against (if someone other than the complainant):
Name _____
Address _____
City_____ State_____ Zip_____
6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your (please circle one):
A. Race/Color B. National Origin C. Age
D. Gender E. Income
7. What date did the alleged discrimination take place? _____
8. In your own words, describe the alleged discrimination. Explain what happened and who you believe was responsible. If you need more room please use the back of this sheet. _____

9. Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? Yes_____No_____

If yes, please circle each one that applies:

Federal Agency Federal Court State Agency
State Court Local Agency

10. Please provide information about a contact person at the agency/court where the complaint was filed

Name_____

Address_____

City_____State_____Zip_____

Telephone Number_____

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant's Signature

Date

Public Participation Plan

1) The goal of Marshalltown Municipal Transit's Public Participation Plan is to get meaningful input from the public, including LEP (Limited English Proficiency) persons when making major decisions effecting Marshalltown's city bus system.

2) Public Notification:

MMT will put a notice in the newspaper, the Times Republican, pertaining to service changes. Included in the notice will be the topic, date, time and location of the meeting. For those planning to attend that need assistance with getting to the meets, or special accommodations during the meetings, please contact the transit administrator so that your involvement can be as positive as possible. For those wanting to provide input but cannot attend, you can mail, fax or call the transit office. We value your thoughts, so please be involved. MMT will provide reasonable opportunities for public involvement in the transportation planning process at key points. If you require special assistance in getting to or participating in these meetings please call the transit office one or two days ahead of time to allow us to best accommodate you.

3) Public Participation Process:

MMT will meet at various times, dates, locations, different meeting sizes and formats to make it as convenient and inviting as possible for any one from the public, including LEP persons to be able to participate in the decision making process of major changes with the transit system. MMT will encourage faith, cultural and social service based organizations to be involved in this community wide decision making process.

4) Public Outreach:

MMT has met with groups from several low income and senior living housings to provide education on how to ride public transit. Larger, easier to read maps have been created to help individuals better understand the routes. In addition, bus schedules are available in Spanish.

Language Assistance Plan

A.) Purpose:

The purpose of this Language Assistance Plan is to meet the Federal Transit Administration's requirements to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin. As a sub recipient of FTA funding, Marshalltown Municipal Transit has pledged to take reasonable steps to provide meaningful access to its transit services for persons who do not speak English as their primary language and who have a limited ability to read, speak or understand English. The FTA refers to these persons as Limited English Proficient (LEP) persons.

The U.S. Department of Transportation, Federal Transit Administration Office of Civil Rights' publication "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons – A Handbook for Public Transportation Providers" was used in the preparation of this plan.

B.) Content:

This plan includes:

1. A needs assessment based on the four-factor analysis
2. Language assistance measures
3. A staff training plan
4. Methods for notifying LEP persons about available language assistance
5. Methods for monitoring, evaluating and updating this plan

B.1) - LEP Needs Assessment – the Four-factor Analysis

B.1.A.) Factor 1 - The number or proportion of LEP persons in our service area who may be served or are likely to encounter a transit program, activity or service.

MMT assessed the following information (as checked) about LEP persons to determine the number or proportion of LEP persons who might use or want to use our transit services:

- ☐ GIS map showing the transit service area and concentrations of LEP persons
- ☒ 2020 US Census data
- ☐ Survey results
- ☐ Reports from drivers, dispatchers and others about contact with LEP persons
- ☒ Local school district data
- ☐ Human Services Dept. data
- ☐ Information from local organizations (examples: religious, social service, etc.)
- ☐ Other information Describe:
According to data provided from the 2010 U.S.

Census:

The total number of LEP persons in our service area: 9,452

The total eligible population in our service area: 27,583

The proportion of LEP persons to the total eligible service population: 34.27%

B.1.B.) Factor 2 – The frequency with which LEP persons come in contact with our transit services, programs and activities.

We do not have any data regarding requests from LEP persons: however, since the transit routes serve a large portion of the City of Marshalltown, as well as a number of non-profit agencies, it is likely that we are providing services to LEP persons.

The main language spoken by LEP persons in Marshalltown is Spanish.

B.1.C.) Factor 3 – The nature and importance of services, programs or activities provided to the LEP population.

MMT considers our transit services to be an important and essential service for many people living in our service area.

B.1.D.) Factor 4 – The resources available to our transit system and the overall cost to provide language assistance.

MMT's current budget for marketing to our community with LEP persons in their language about transit services that are available to them is \$0.00. This includes funding for translation services of current brochures. We would like to increase this in future years, and to also include training for all drivers.

B.2) – Language Assistance Measures

Language measures currently used and planned to be used by MMT to address the needs of LEP persons include:

- X Translating key documents into the following language(s): Spanish
- X Arranging for availability of oral translators whenever possible
- X Communicating with LEP persons' groups about transit services
- X Posting notices in appropriate languages informing LEP persons of available services

___ Other – Describe:

B.3) – Staff Training

To ensure effective implementation of this plan, MMT will schedule training at orientations for new staff and annually for all employees with contact with the public on how to handle verbal requests for transit services in a foreign language.

B.4) – Notice to LEP Persons about Available Language Assistance

MMT plans to notify LEP persons in their own language about the language assistance available to them without cost by using the following methods:

☒ brochures

☒ sending information to local organizations that work with LEP persons

☒ website notices

☐ Other, describe:

B.5) – Monitoring, Evaluating and Updating This Plan

MMT will review this plan annually by:

Assessing the sufficiency of staff training and budget for language assistance.

Reviewing current sources for assistance to ensure continuing availability.

Reviewing any complaints, comments and suggestions from LEP persons, or agencies that serve them, that were received during the past year.

This plan will be reviewed annually by MMT staff. Revisions of this plan will be approved by the transit administrator and dated accordingly.

C – Dissemination of Plan

C.1) This Language Assistance Plan is available on our website at marshalltown-ia.gov

This plan is also available at no cost in English or Hispanic upon request by telephone, fax, mail, e-mail or in person.

If requested to be provided in another language and it is feasible to have it translated, it shall be provided at no cost to the requester.

D) – Contact Information

Questions or comments about this plan may be submitted to:

Name: Kevin Pigors

Title: Transit Administrator

Address: 905 East Main Street, Marshalltown, Iowa 50158

Telephone Number: 641-754-5719

Fax Number: 641-754-4148

Date approved by Transit System: Sep. 2023

Reviewed/Revised Sep. 2023

System-wide Service Standards

System-wide Service Standards:

Vehicle Load Standard:

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
29' Gillig	23	20	42	1.8
40' Gillig	36	40	76	2.1
40' Gillig Phantom	44	20	64	1.4
40" Gillig Low Floor	38	45	83	2.1
214" Glaval LF	17	0	17	1

The average of all loads during the peak operating period should not exceed vehicles' achievable capacities, which are 42 passengers for the Gillig 29' vehicles, 76 Passengers for the Gillig 40' vehicles, 64 passengers for the 40' Gillig Phantom, and 17 passengers for the Glaval Cut-away.

Vehicle Headway Standard:

Tabular Format:

Policy Headways and Periods of Operation	Runs	
	Runs	Minutes
Early Morning	2	90
Weekday	38	30
Seasonal AM	1	50
Seasonal PM	2	50
Express (Purple Route)	10	30

Written Format:

The first fixed route runs of each weekday takes sixty minutes. The rest of the fixed route runs for each day take thirty minutes. Service begins at 7:15 AM and ends at 6:00 PM The Purple Route occurs at half of the frequency of the other four fixed routes.

On-Time Performance Standard:

95% of Marshalltown Municipal Transit's vehicles will complete their established runs no more than five minutes early or late in comparison to the published schedule timetables.

Service Availability Standard:

The listed bus stops will not be more than thirteen blocks apart on the primary fixed routes. However, we do have bus stop signs at intersections along the paths at closer intervals. Also, it is the written policy that MMT will pick up or drop off any passengers at any street corner along the fixed routes. We have one secondary fixed route, the Purple Route. It has greater than thirteen blocks between listed bus stops. This is because it is set up as an express service to the southern-most part of the city. The Complementary Paratransit service covers anywhere within city limits.

System-wide Service Policies:

The Vehicle Assignment Policy is a document that explains why specific buses are assigned to specific driving tasks, whether fixed or subscription service routes.

System-wide Service Amenities

(Required before purchase of vehicle without access features required in 49 CFR, Part 38)

I hereby certify that when viewed in its entirety, the demand-responsive passenger transportation program of Marshalltown Municipal Transit provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria.

- 1) Response time
- 2) Fares
- 3) Geographic area of service
- 4) Hours and days of service
- 5) Restrictions based on trip purpose
- 6) Availability of information and reservations capabilities
- 7) Constraints on capacity or service availability

Certified this ____ day of September, 2023 (Signature) **Joel Greer** **Mayor**
(Typed/Printed name) (Title)

Please complete the ADA Needs Analysis for Demand Response Public Transit information.

Americans with Disabilities Act (ADA) Needs Analysis for Demand Responsive Public Transit

The ADA requires demand-responsive public transit systems to provide program accessibility for persons with disabilities. Such features and services of your transit system must be provided in the most integrated manner possible. Unlike fixed-route systems, a demand-responsive system is not required to buy only accessible vehicles, but may purchase non-accessible transit vehicles once it has reached the point where it can assure that an individual with a disability calling in for service on any part of the system can be transported via an accessible vehicle as quickly as a nondisabled person requesting service in the same area. Trip purpose restrictions, advance reservations requirements, etc., are allowable so long as they do not impact disabled persons any differently than they do others.

Although the vehicle accessibility standards are probably the most noticeable of the ADA access requirements, for the demand-responsive system access to the ride-request/dispatch function is every bit as critical and must be considered a priority in programming. An analysis should be completed documenting how ride requests/ reservations are handled for all parts of the public transit system. (For brokered systems such an analysis must cover all vehicles purchased with U.S. DOT funding plus any other vehicles for which statistics are counted for funding purposes). In each case, access to phone-in facilities must be provided for hearing impaired persons and access to face-to-face reservation facilities must be provided for persons with mobility impairments, whether these requirements are currently met and, if not, how they will be met in the future including a listing of any capital improvements needed to accomplish that. (It may not always be necessary for the transit system to own telephone equipment for hearing impaired persons, but arrangements must be made which do not involve considerably more effort.)

Access to system information is also a critical need under ADA. Any alternate phone number(s) for hearing disabled persons must be prominently featured in system literature. All literature must also be available in Braille or taped cassette formats for visually impaired persons. (Remember that all system services must be described in system literature and that such literature must include the information that **these services are open to the public, including persons with disabilities, without discrimination**).

Outlets for ticket/pass sales or locations for obtaining eligibility identification cards must be accessible to all persons with disabilities. The analysis should identify any such outlets/locations for the system. For each, an assessment should be made of whether it is currently accessible or, if not, what will need to be done to provide access. (Remember that sometimes it is more sensible to change the location than to do any kind of major retrofitting of a facility.)

Access to public transit vehicles by disabled persons is the heart of the ADA's transportation title. As mentioned earlier, fixed-route transit systems must buy only vehicles that are accessible to persons with a wide array of disabilities that would prevent their usage of today's (or yesterday's) "standard buses." Demand-responsive transit systems must also buy only accessible vehicles, unless they can already provide accessible service to any disabled person requesting to ride on any part of the system just as quickly as a nondisabled person.

At first reading this would appear to have little impact on Iowa's demand-responsive public transit systems because most have had significant numbers of "lift-equipped" vehicles in their fleets to carry persons in wheelchairs. The ADA rules, however, set a higher standard of accessibility that most existing vehicles do not meet. Under ADA, to be considered accessible vehicles must have longer platforms on their lifts so that they can carry the popular three-wheel scooter mobility devices as well as traditional wheelchairs. They must have a double handrail on

The lifts are used to carry persons unable to comfortably climb stairs, but not yet using a wheelchair. They must transport the mobility devices in a forward or rearward facing orientation, instead of the more dangerous but cheaper side-facing positions, and the securement systems used must provide better protection than most of those currently in use. They must also allow either 56 or 68 inches of headroom from the lift to the securement location. There are also other minor new requirements.

The first step in analyzing whether vehicles to be purchased by a demand-responsive transit provider must be accessible is to evaluate the existing fleet. How many existing vehicles meet the accessibility standards? Are there any others, which can with only minor changes be brought into compliance?

Next, the various services provided under the auspices of the system should be examined. In each case an assessment should be made whether the service is currently provided with an accessible vehicle, and if it is not, whether there is some other accessible vehicle available to provide the service if someone in a scooter, for instance, might request a ride. The assessment may involve programming a retrofit of existing vehicles to meet the accessibility standard, but prior to the system programming purchase of any non-accessible vehicles. The assessment should document the way by which the system is able to respond to a request for accessible transportation on any of its services in a way that matches the response time for nondisabled ride requests.

Other facets of the transit program are also affected by ADA. All transit board meetings, advisory meetings, planning meetings, etc., are required to be open to the public. The meeting locations must be fully accessible to persons with disabilities. Such access must include access to water fountains, restrooms, vending machines or other amenities available to others involved in the meeting. As with other functions such as ticket sales, etc., the remedy need not involve changes to the current site, but could instead merely involve scheduling the meetings at a different location where accessibility features are available. Thought should also be given to scheduling meetings when accessible transit service is available or providing special service for persons wishing to attend the meetings.

Even once all transit functions, which involve interfacing with the public, are made accessible to persons with disabilities there may still remain workplace accessibility concerns under ADA. This might be especially true if some of the public functions have been made accessible by relocating them to a different site. Workplace accessibility for both office and garage facilities becomes a factor if any new construction, additions or modifications are anticipated. The new areas must be designed for full accessibility and with additions or modifications, to the extent that cost is not disproportionate to the overall project total. It is required that restrooms, drinking fountains, etc., serving the new or remodeled areas must also be made accessible. Even in the absence of any planned additions or remodeling, the employment provisions of ADA require that reasonable accommodations be made in existing work sites to allow a qualified employment candidate with disability to access the workplace and perform their job duties.

Access to vehicle dispatch/ride reservations

What arrangements have been made to allow access to dispatch service by persons with hearing impairments? (Examples: equipping dispatch with a Telecommunications Device for the Deaf (TDD), having calls relayed by other agency with TDD, etc.)

Do the above-described arrangements cover all transportation services provided as part of the transit program and do they avoid imposing any greater cost or inconvenience on such disabled persons than on other riders? (i.e., toll call vs. toll-free call or shorter hours). [The complementary para transit service is open to the public the same hours as the fixed routes.](#)

Are these arrangements prominently publicized in all system literature or media advertising? [We display it on system literature.](#)

Describe any special outreach conducted to inform hearing-impaired persons of this access to the dispatch function. [The transit administrator has met with the hearing impaired support group in Marshalltown, in-person.](#)

Access to system information

What efforts have been undertaken to make system information (such as brochures, schedules, etc.) accessible to persons with visual impairments (examples: audiotape version available, Braille version available, large print version available)? [MMT has large print and available upon request.](#)

Does all literature/advertising include information that all services are **open to the general public, including persons with disabilities**? [Yes, this includes bus signage, bus schedules, city council meeting agendas and our passenger handbooks.](#)

Describe any special outreach conducted to inform various segments of the disabilities community of service accessibility. [The transit administrator has met with disabled people and the agencies that work with them.](#)

Access to ticket/token/pass/identification (ID) outlets

If your system allows or requires users to pay fares or obtain ID's at any location other than aboard a transit vehicle, describe each such location, what function it is used for, and whether the site itself is accessible to persons with disabilities as well as whether any public restrooms, drinking fountains, etc., serving the site are accessible.

Location	Public Transit Function(s)	Site Accessible	Amenities Available	Public amenities available
City Hall	Ticket Outlet	Ramp & electric door	Drinking fountain, restrooms, chairs	The Same
Hy-Vee	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Mid-Iowa Workshop	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Iowa Veterans Home	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Marshalltown High School	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Lenihan Intermediate School	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same
Miller Middle School	Ticket Outlet	Automatic doors	Drinking fountain, restrooms, chairs and vending machines	The Same

Fleet Accessibility

List all passenger vehicles in the public transit fleet, including both vehicles bought with state or federal transit funds and vehicles bought with any other funds that are used to provide services counted toward public transit formula funding. For each, list ID number and length, then indicate whether the vehicle meets the various ADA standards for accessibility (see Appendix M in your Agreement Binder).

Fleet ID#	101	109	121	131
Vehicle Length	29'	29'	29'	29'
Lift	No	No	No	No
Ramp	Lift-U LU11-08-04	Lift-U LU11-06-02	Lift-U LU11-08-05	Lift-U LU18-02-03
Headroom	78"	78"	78"	78"
Securement Locations	Two / Same Side	Two / Same Side	Two / Same Side	Two / Same Side
Securement Systems	Q-Straint	Q-Straint	Q-Straint	Q-Straint
Lighting	Yes	Yes	Yes	Yes
Priority Seating	Yes	Yes	Yes	Yes
Handrails	Yes	Yes	Yes	Yes

Fleet ID#	181	011	013	014	191
Vehicle Length	29'	40'	40'	40'	28'
Lift	No	Lift-U LU0-51-08	Lift-U LU0-51-19	No	No
Ramp	Lift-U LU18-02-09	No	No	Lift-U LU5-02-03	Ricon BR2E
Headroom	78"	78"	78"	78"	78"
Securement Locations	Two / Same Side	Two / Opposite Each Other	Two / Opposite Each Other	Two / Opposite Each Other	Three / Two Same Side, One Opposite Side
Securement Systems	Q-Straint	Q-Straint	Q-Straint	Q-Straint	Q-Straint
Lighting	Yes	Yes	Yes	Yes	Yes
Priority Seating	Yes	Yes	Yes	Yes	Yes
Handrails	Yes	Yes	Yes	Yes	Yes

Service accessibility

List each distinct service provided by the public transit program (i.e., all services performed by vehicle listed previously). This should include a separate listing for each contract, and if a contract involves different services provided by different vehicles or covers different service areas serviced by different vehicles, these should be broken out. For each service element listed, indicate whether it is currently provided by an existing ADA accessible vehicle. For each service element that is not served by an ADA accessible vehicle, indicate, if possible, how you would be able to respond to a request to carry a 48-inch long scooter, or an individual with a walker needing lift assistance, on such service with a response time and fare matching those available for current riders.

Service	Accessible vehicle	Means for providing access
Fixed Routes	ADA Compliant	Ramps
Seasonal Routes	ADA Compliant	Ramps and lifts
Complimentary Para Transit Subscription	ADA Compliant	Ramps
Complimentary Para Transit Service	ADA Compliant	Contract with PeopleRides

Transit meeting access

List all meetings relating to the transit program such as board meetings, transit advisory meetings, planning advisory meetings, budget meetings, public hearings, etc., and their normal location. For each location, note whether the site itself is accessible to persons with disabilities and whether any amenities (restrooms, drinking fountains, vending areas, etc.) available to persons attending the meetings at the site are accessible.

Meeting	Location	Accessible Site	Accessible amenities
Typical Business Meetings	Public Works Facility	Yes	ADA access to front door, restrooms and drinking fountain
Board Meetings	City Hall Council Chambers	Yes	ADA front door, elevator, restrooms and drinking fountain
Public Hearings	City Hall Council Chambers	Yes	ADA front door, elevator, restrooms and drinking fountain
Planning Advisory Meetings	Courthouse, second floor	Yes	ADA front door, elevator, restrooms and drinking fountain

Access to workplace

List all locations where persons involved in any aspects of providing the transportation services listed previously work. This would include administrative offices, dispatching areas, driver staging areas, vehicle maintenance areas, purchasing offices, coordinator or outreach offices if supported by transit, etc. For each, note whether the persons working at this site are employees of the transit system or employees of subcontractors, then note whether the site is accessible to persons with disabilities and whether the amenities available at the site for people working there are accessible.

Worksite	System employee or contractors	Site accessible	Amenities accessible
Administrative Offices	Employees and contractor	Yes, ADA front door	Restrooms, drinking fountain, chairs
Dispatcher / Office Assistant	Employees and Contractor	Yes, ADA front door	Restrooms, drinking fountain, chairs
Conference Room	Employees, Contractors and General Public	Yes, ADA front door	Restrooms, drinking fountain, chairs
Driver Staging	Employees Only	Yes, ADA front door	Restrooms, drinking fountain, chairs
Maintenance Area	Employees Only	Yes, ADA front door	Restrooms, drinking fountain, chairs

Transit Amenities Policy

The decision of where to place amenities is decided by the decision-making authority of the property. For example, ticket outlets are not owned by MMT. Amenities, such as benches and shelters, that are placed on terraces owned by the City, are strategically placed based on pedestrian traffic and passenger demand along bus routes.

System-wide Service: Vehicle Assignment Policy

All vehicles are able to run any service MMT offers. When assigning buses to different routes there are a several things to take into consideration:

- 1) Mileage
- 2) Preventative Maintenance
- 3) Bus Capacity
- 4) Ramp style & accessibility
- 5) Personnel/Operator Disabilities (ADA)
- 6) Break-downs

It is essential to our fleet to maintain the mileage of daily use; ensuring that all buses are getting the fiscal miles met for the year end. In doing so it is easier to keep track of our preventative maintenance procedures in knowing which buses are ready to be pulled into the maintenance shop.

Knowing the routes and which bus to send on the routes per the capacity of the buses available is crucial considering the safety of the passengers. Capacities to allow for are: walk-on, standing and mobility devise segments in each type/style of bus. In our current fleet we have 1 - Low Floor Glaval, 2 – Gillig Phantom, and 6 - Low Floor Gilligs.

Again, knowing the routes, the ramp or lift style, and accessibility of the buses for our disabled patrons is another vital key to vehicle assignment. Most vehicles in our fleet have a 2 position capacity for mobility devises.

Also, a key component in vehicle assignment is the accommodations made for our Operators per the Americans with Disabilities Act. The ADA requires that our Marshalltown Municipal Transit system make reasonable accommodations to allow our drivers to operate the vehicles with minimal incident.

Finally, unexpected break-downs cause the vehicle assignments to shift from time-to-time.

Disparate Impact Policy

The purpose of Marshalltown Municipal Transit's Disparate Impact Policy is to determine if current practices and potential changes have a negative effect on people within the community that are Limited English Proficient or of low-income.

MMT will compare existing service to proposed service, and calculate the absolute change as well as the percent of change in travel time. If it is determined that the increase in travel time from the proposed service change is more than 15 minutes for any minority or low-income transit route then the change will be deemed to have a disparate impact.

Additionally, all new routes will require an equity analysis with the exception of supplemental services designed to reduce potential overcrowding on regular transit routes.

For the discontinuation of a minority or low-income transit route or portion of a route, the analysis will determine the availability of an alternate route or service within one-quarter mile. If there is no alternative within one-quarter mile, then the route or service discontinuation will be deemed to have a disparate impact.

In addition to the thresholds triggering an equity analysis, a service change proposal may be submitted for equity analysis and public hearing at the discretion of the City of Marshalltown City Council, even if the proposed service change does not meet the threshold for a major service change.

Disparate Impact Analysis

A disparate impact analysis will review any change of more than 25% of the revenue hours or route miles on a given transit route, or a branch of a route for an individual day (weekday) as happening at one time or within a single year. Route branch is defined as one of the two or more route segments served by a single route.

Any change to the span of service on a given transit route of one hour or more for an individual weekday. A span of service is defined as the time from the start of the first trip to the start of the last trip on a given route.

The introduction of any new transit route with the exception of supplemental service designed to reduce potential overcrowding on regularly scheduled transit routes will be reviewed through a disparate impact analysis.

For all routes with proposed changes that meet the major service change threshold, MMT will conduct a social equity analysis to:

- determine the benefits of a potential negative impact on minority and low-income populations;

- quantify the expected effects (positive and negative);

- and determine the appropriate course of action to prevent, minimize or mitigate the impacts as warranted.

Minority Threshold

According to the Federal Transit Administration, “minority persons” include those classified as (1) American Indian and Alaska Native, (2) Asian, (3) Black or African American, (4) Hispanic or Latino and (5) Native Hawaiian and Other Pacific Islander.

MMT defines a minority transit route as one in which at least one-third of the revenue miles are located in a Census block or block group, or traffic analysis zone where the percentage minority population is equal to or greater than the percentage minority population in the service area.

Low Income

According to the Federal Transit Administration, “low income” means a person whose median household income is at or below the Department of Health and Human Services poverty guidelines. These guidelines are based on a household income and household size.

MMT defines a low-income transit route as one in which at least one-third of the revenue miles are located in a Census block or block group, or a traffic analysis zone where the percentage low-income population is equal to or greater than the percentage low-income population in the service area.

MMT

MARSHALLTOWN MUNICIPAL TRANSIT

POLICY STATEMENT DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of Marshalltown Municipal Transit to purchase the highest quality goods and services at the best possible price. In doing so, MMT will not discriminate on the basis of race, color, national origin, sex, or any other factor in the award and administration of any purchase or contract. It is our policy to create a level playing field for disadvantaged businesses, ensure that only businesses that are actually certified DBEs are covered under this policy and program, whenever possible help to remove barriers for these businesses, and to provide narrowly tailored opportunities when in accordance with applicable laws to assist socially and/or economically disadvantaged businesses participate in either capital or operational endeavors.

The DBELO (Disadvantaged Business Enterprise Liaison Officer), who is the transit administrator, is responsible for developing, implementing and monitoring the D.B.E. program. This includes setting overall annual goals, determine contractor compliance with good faith efforts, looking for ways to improve MMT participation, improvement of the D.B.E. program, maintain a current copy of the Iowa D.O.T.'s directory of D.B.E. businesses and identifies contracts and procurements so that D.B.E. goals are included in solicitations.

MMT will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of D.O.T. assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by the Iowa D.O.T. is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to MMT of its failure to carry out its approved program, the Department of Transportation may impose sanction as provided for under Part 26 and may, in appropriate

cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).

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Prime Contractors

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as the recipient deems appropriate. MMT will include the following clause in each D.O.T. assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment from the prime contract received from MMT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MMT. This clause applies to both D.B.E. and non-D.B.E. subcontracts.

MMT has established the following procedures to monitor and enforce that prompt payment and return of retainage are in fact occurring:

- 1) Request verification from prime contractors that subcontractors were paid within the timeframe specified in 49 CFR Part 26.29.

- 2) Hold payment of prime contractor until subcontractor is paid.

- 3) If payments were still not made, MMT would consider any future bids non-compliant due to a lack of good faith.

Financial Institutions:

While there are no certified DBE financial institutions in Iowa, West Bank of Des Moines is willing to work with them. The contact person is Vice-president Michele Belden.

MMT utilizes the Iowa D.O.T. D.B.E. directory identifying all firms eligible to participate as D.B.E.s

The IDOT DBE program is described online at http://www.dot.state.ia.us/contracts/dbe_program.pdf.

The directory of certified businesses is located at <http://www.ia.bidx.com/lettings/dbealpha.pdf>

MMT does not have overconcentration in one or more types of work. We will re-evaluate the need for such a program every two years.

Monitoring and Enforcement Mechanism

- 1) MMT will bring to the attention of the Iowa D.O.T. any false, fraudulent or dishonest conduct in connection with the program, so that I.D.O.T. can take the steps provided in 26.109

A. MMT will consider similar action under our own legal authority, including responsibility determinations in future contracts.

B. Remedies to enforce the D.B.E. requirements in its contracts include

- 1) Breach of contract, pursuant to the terms of the contract;
- 2) Breach of contract, pursuant to Iowa state code;

- 3) Federal Government options include:
 - a) Suspension or debarment proceedings pursuant to 49d CFR Part 26;
 - b) Enforcement action pursuant to 49 CFR Part 31;
 - c) and/or prosecution pursuant to 18 USC 1001.

C. MMT will provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished through the bidding process, on-site monitoring, payroll reviews and maintenance of reports through the accounting department for quarterly DBE progress.

D. MMT will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract awards.

Goal Setting Accountability

If the awards and commitments shown on MMT's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

- 1) Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;

- 2) Establish specific steps and milestones to correct the problems identified in the analysis;
- 3) Retain information/records the analysis and efforts made for at least three years.

MMT will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities.

MMT will use contract goals to meet any portion of the overall goal MMT does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

Good Faith Efforts

The process used to determine whether good faith efforts have been made by a bidder include:

- 1 Soliciting should be made through all reasonable and available means, including attendance at pre-bid meetings, advertising and/or using written notices and the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2 Selecting portions of the work to be performed by DBEs, in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own employees.

3 Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Information to be submitted:

MMT treats bidder compliance with good faith efforts' requirements as a matter of responsibility. Each solicitation for which a contract goal has been established will require the bidder to submit the following:

- 1) The names and addresses of DBE firms that will participate in the contract,**
- 2) A description of the work that each DBE will perform,**
- 3) The dollar amount of the participation of each DBE firm participating,**
- 4) Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal,**
- 5) Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and**

- 6) If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration

Within 30 days of being informed by MMT that it is not responsible because it has not documented sufficient good faith efforts, the contractor may request administrative reconsideration in writing to the city administrator at 24 North Center Street, Marshalltown, Iowa 50158. The city administrator will not have played any role in the original determination that the contractor did not document sufficient good faith efforts. The contractor will have the opportunity to meet in person, explaining whether it met the goal or made adequate good faith efforts. The city administrator's decision is final, and is not appealable to the DOT.

Good Faith Efforts when a DBE is terminated or replaced

MMT requires that the prime contractor not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without MMT's written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53 (f)(3) of the DBE regulations.

Before transmitting to MMT its request to terminate, the prime contractor must give written notice to the DBE of its intent to do so. A copy of this document should be given to MMT prior to the DBE receiving their notice. The DBE will then have five business days to respond and advise MMT of why it objects to the proposed termination. Where "good cause" exists to terminate a

DBE's contract, MMT will require the prime contractor to make good faith efforts to replace a DBE with another certified DBE, and provide amended subcontracts. If the contractor fails or refuses to comply in the time specified, MMT will issue an order to stop all or part of the payments until satisfactory action has been taken.

Record Keeping

MMT requires prime contractors to retain records and documents of payments to DBEs for three years following the completion of a project.

Program Monitoring and Review Process

The purpose of this section is to provide guidance on how the Title VI program at Marshalltown Municipal Transit is monitored, reviewed and improved upon. It is our goal to eliminate any and all discrimination that might occur within our transit system.

When there is a statement or complaint of discrimination the transit administrator will follow up on it. The claim can come from a passenger, someone from the general public or a staff person at MMT. Once there is a clear picture of the event there will be a documented process on how the situation will be corrected. The goal here is to eliminate unfair treatment.

MMT will review its Title VI program annually. Also, we will submit a revised copy of our program and policies to the Iowa D.O.T. every three years.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #6 FOR THE
EDGEWOOD EXTENSION PROJECT #STR19003, A DECREASE OF \$8,039**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct Inc. for the labor and material for the Edgewood Extension Project #STR19003; and

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

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

Section 1. That the contract Change Order #6 for the Edgewood Extension Project, in the decreased amount of \$8,039 is hereby accepted and approved.

Passed this 25th 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 25, 2023
RE: Edgewood Street Extension (STR 19-003)_Change Order #6

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:

Staff recommends Change Order #6 in the amount of a decrease of \$8,039.00.

Budget Impact:

Construction Costs:

Change Order #6 (deduct)	\$	- 8,039.00	
Change Order #5 (deduct)	\$	- 19,675.50	
Change Order #4 (deduct)	\$	- 123,747.11	
Change Order #3 (deduct)	\$	- 10,653.00	
Change Order #2 (deduct)	\$	- 26,745.60	
Change Order #1	\$	9,675.00	
Construction Base	\$	6,088,627.50	Con-Struct, Inc.
	\$	5,909,442.29	TOTAL

Funding Sources

Iowa DOT RISE Grant	\$	1,640,342.00	
US EDA Grant	\$	2,956,829.00	shown less admin \$
ARPA	\$	600,000.00	
MWW (Relocation Expenses)	\$	99,758.89	finalized & paid
MWW (Main Upsize Contribution)	\$	60,000.00	finalized & paid
LOST-Capital Projects (construction)	\$	689,030.00*	
	\$	6,045,959.89	TOTAL

Please note: City staff are recommending the reallocation of \$67,666.15 of the LOST funds designated towards this project to cover the cost of the construction and \$500.00 towards the property acquisition needed for the improvements to the Edgewood Street / Highway 14 intersection. LOST funding would be reduced from \$689,030.00 in this project to \$620,863.85. This would **reduce the total funding sources to \$5,977,793.74.*

CITY COUNCIL

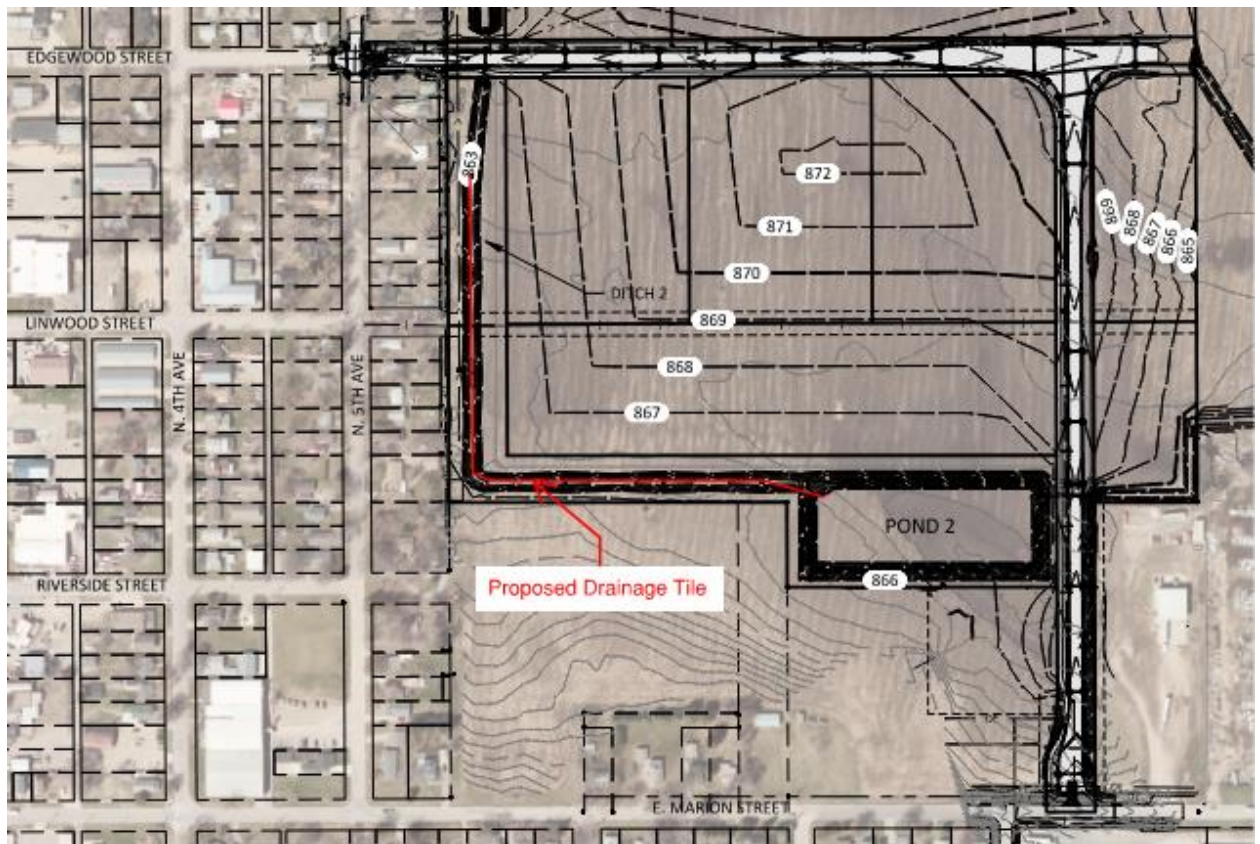
Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Greg Nichols, Jeff Schneider, Gary Thompson



Description/Background:

This change order includes the following:

\$ 20,053.50: Addition of a 4-inch dual wall non-perforated tile through the drainage swales with an intake (similar to Hickenbottom) in each of the seven areas that are holding water. Due to the flatness of the site, these were planned to be low lying and were installed with drainage wells in each of them. They are not draining despite both geotechnical work being completed ahead of the project and additional investigation during construction. Pond 2 was designed to be a retention pond that held water; however, it is not holding water. We anticipate there to be a seam that allows the water to infiltrate. This allows us to be able to run a drainage tile from the seven low lying areas to outlet into Pond 2. See below:



-\$ 28,292.50: Adjustment of quantities to as constructed, with an allowance reserved for potential additional silt fence as we work to obtain seeding establishment. Quantities included removing exploratory excavation, a manhole adjustment, a residential driveway to a property that was demolished, water main, and silt fence.

This change order also approves a 32-day time extension for substantial completion. This time allows for obtaining city approval, ordering materials, and installing the tile and intakes. The new substantial completion date will be October 17, 2023.

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CITY COUNCIL

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





Bolton & Menk

Change Order Details

Marshalltown - Edgewood Extension

Description	
Prime Contractor	CON-STRUCT, INC.
Change Order	6
Status	Pending
Date Created	09/13/2023
Type	Local Funding
Summary	Change Order 6 - Drain Tile
Change Order Description	Addition of 4" field tile through the drainage swale on the SW side of the site. The installed drainage wells are holding water and creating stagnant water areas that need to be drained. The 4" non-perforated tile will be run along the drianage swells and field tile inlets installed in each of the 7 low lying areas to help drainage the water. The change order also includes removal of excess quantities that will not be needed on the project. This change order also documents the approval to substitute proof rolling for density testing on the aggregate subgrade. The proof roll provides a better compaction measurement than a nuclear density gage on the rock subgrade material.
Awarded Project Amount	\$6,088,627.50
Authorized Project Amount	\$5,917,481.29
Change Order Amount	-\$8,039.00
Revised Project Amount	\$5,909,442.29

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0011	2010-108-X-X	EA	\$2,000.000	5.000	\$10,000.00	-5.000	-\$10,000.00	0.000	\$0.00
EXPLORATORY EXCAVATION									
Reason: Removal of excess quantity									
0030	4040-108-A-0	LF	\$14.500	3,416.000	\$49,532.00	1,383.000	\$20,053.50	4,799.000	\$69,585.50
SUBDRAIN, PVC, 4 INCH									
Reason: Addition of Subdrain to drain low lying area									
0054	6010-108-E-0	EA	\$1,800.000	3.000	\$5,400.00	1.000	\$1,800.00	4.000	\$7,200.00
MANHOLE ADJUSTMENT, MINOR									
Reason: Addition of one minor adjustment when major adjustment was removed									
0055	6010-108-F-0	EA	\$3,000.000	3.000	\$9,000.00	-1.000	-\$3,000.00	2.000	\$6,000.00
MANHOLE ADJUSTMENT, MAJOR									
Reason: Removal of major adjustment									
0067	7030-108-H-1	SY	\$65.000	123.000	\$7,995.00	-44.000	-\$2,860.00	79.000	\$5,135.00
DRIVEWAY, PAVED, PCC, 6 INCH									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Removal of excess quantity									
0080	9040-108-N-1	LF	\$1.750	13,290.000	\$23,257.50	-6,990.000	-\$12,232.50	6,300.000	\$11,025.00
SILT FENCE OR SILT FENCE DITCH CHECK									
Reason: Removal of excess quantity									
8001	5010-108-A-1	LF	\$150.000	175.000	\$26,250.00	-12.000	-\$1,800.00	163.000	\$24,450.00
Water Main, Trenched: Ductile Iron Pipe, 12"									
Reason: Removal of excess quantity									
7 items			Totals		\$131,434.50		-\$8,039.00		\$123,395.50

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	09/15/2023	09/15/2023	32.0 Days	10/17/2023
Substantial Completion				
Reason: Extension to allow for additional change order work				
1 time limit				

Signatures

Agreed -  Date: 9/19/23
Contractor

Recommended - Gregory Brounard Date: 9/19/2023
Project Engineer

Approved - _____ Date: _____
City

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE SOUTH
7th AVENUE EXTENSION PROJECT #ECO22001, AN INCREASE OF \$981.50**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the South 7th Avenue Extension Project #ECO22001; and

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

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

Section 1. That the contract Change Order #4 for the South 7th Avenue Extension project #ECO22001, in the increased amount of \$981.50 is hereby accepted and approved.

Passed this 25th 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, PE – Public Works Director
DATE: September 25, 2023
RE: S 7th Ave Extension Project (ECO 22-001) _ Change Order #4

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:

Strategy 1 – Plan for and construct new infrastructure

Strategy 3 – Plan and Fund Improvements to the City's Infrastructure & Buildings

Recommendation:

Staff recommends approval of Change Order #4, an increase of \$981.50.

Budget Impact: The project construction budget has funds to accommodate this increase.

Construction Costs:

Change Order #4	\$	981.50	
Change Order #3 (deduct)	\$	- 6,106.00	
Change Order #2	\$	4,000.00	
Change Order #1	\$	0.00	
Construction Base	\$	764,476.00	Con-Struct, Inc.
	\$	763,351.50	TOTAL

Funding Sources

Sanitary Sewer Enterprise	\$	74,610.00	
Storm Sewer Enterprise	\$	236,405.00	
Road Use Tax	\$	149,985.00	
Developer Share (Water Main)	\$	91,760.00	estimated
LOST	\$	279,000.00	
	\$	831,760.00	TOTAL

Description/Background:

This change order includes adjustment to as-constructed quantities. Field adjustments were needed to slightly increase pavement, driveway, and sidewalk areas while quantities for detectable warning panels and seeding were reduced.

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CITY COUNCIL

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



CHANGE ORDER NO.: 4

Owner:	City of Marshalltown	Owner's Project No.:	ECO 22-001
Engineer:	Garden & Associates, Ltd.	Engineer's Project No.:	7121314
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	S Seventh Ave Extension Project		
Contract Name:	Contract Documents inc Addendum #1, Change Order #1, Change Order #2 and Change Order #3		
Date Issued:	9/14/2023	Effective Date of Change Order:	9/25/2023

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

This change order is to modify Division I and Division II quantities to As-Constructed quantities verified in the field. This change order for Division I increases Division I by \$981.50 with no change to Division II.

Attachments: None

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 764,476.00	Original Contract Times: Substantial Completion: May 31, 2023 Ready for final payment: September 30, 2023
Decrease from previously approved Change Orders \$ -2,106.00	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 42 Ready for final payment: 42
Contract Price prior to this Change Order: \$ 762,370.00	Contract Times prior to this Change Order: Substantial Completion: July 12, 2023 Ready for final payment: November 11, 2023
Increase this Change Order: \$ 981.50	No Change this Change Order: Substantial Completion (days): 0 Ready for final payment (days): 0
Contract Price incorporating this Change Order: \$ 763,351.50	Contract Times with all approved Change Orders: Substantial Completion: July 12, 2023 Ready for final payment: November 11, 2023

Recommended by Engineer

By: Jay C. Koch
 Title: Civil Engineer II
 Date: 9/19/23

Accepted by Contractor

By: [Signature]
 Title: V.P.
 Date: 9/19/23

Authorized by Owner

By: _____
 Title: Public Works Director
 Date: _____

Owner:	City of Marshalltown	Owner's Project No.:	ECO 22-001
Engineer:	Garden & Associates, Ltd.	Engineer's Project No.:	7121314
Contractor:	Con-Struct, Inc.		
Project:	S Seventh Ave Extension Project		
Contract:	Contract Documents inc		
Change Order No.:	4		

Bid Item No.	Description	Contract Information				Work Changes		Quantity and Value of this Change Order	
		Item Quantity	Units	Unit Price	Value of Bid Item	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date	Change Order Quantity	Change Order Value
Division 1 Contract									
1	Clearing and Grubbing	1.0	LS	\$ 5,000.00	\$5,000.00	1.0	\$5,000.00	0.0	\$0.00
2	Excavation, Class 10	515.0	CY	\$ 10.00	\$5,150.00	515.0	\$5,150.00	0.0	\$0.00
3	Subgrade Preparation (6" Thick)	2590.0	SY	\$ 3.00	\$7,770.00	2590.0	\$7,770.00	0.0	\$0.00
4	Subgrade Treatment, Triax 160 Geogrid	2590.0	SY	\$ 3.00	\$7,770.00	2590.0	\$7,770.00	0.0	\$0.00
5	Subbase, Modified (6")	2720.0	SY	\$ 8.00	\$21,760.00	2720.0	\$21,760.00	0.0	\$0.00
6	Subbase, Modified (4")	840.0	SY	\$ 8.00	\$6,720.00	840.0	\$6,720.00	0.0	\$0.00
7	Compaction Testing	1.0	LS	\$ 2,000.00	\$2,000.00	1.0	\$2,000.00	0.0	\$0.00
8	Trench Compaction Testing	1.0	LS	\$ 3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00
9	Sanitary Sewer Gravity Main, Trenched, SDR 26, 8"	490.0	LF	\$ 80.00	\$39,200.00	490.0	\$39,200.00	0.0	\$0.00
10	Sanitary Sewer Service Stub, SDR 23.5, 6"	66.0	LF	\$ 125.00	\$8,250.00	66.0	\$8,250.00	0.0	\$0.00
11	Storm Sewer, Trenched, RCP, 15"	56.0	LF	\$ 75.00	\$4,200.00	56.0	\$4,200.00	0.0	\$0.00
12	Storm Sewer, Trenched, RCP, 24"	28.0	LF	\$ 100.00	\$2,800.00	28.0	\$2,800.00	0.0	\$0.00
13	Storm Sewer, Trenched, RCP, 36"	936.0	LF	\$ 170.00	\$159,120.00	936.0	\$159,120.00	0.0	\$0.00
14	Pipe Apron, RCP, 36"	1.0	EA	\$ 3,700.00	\$3,700.00	1.0	\$3,700.00	0.0	\$0.00
15	Pipe Apron Guard, 36"	1.0	EA	\$ 1,800.00	\$1,800.00	1.0	\$1,800.00	0.0	\$0.00
16	Subdrain, Longitudinal, 4"	1290.0	LF	\$ 15.00	\$19,350.00	1290.0	\$19,350.00	0.0	\$0.00
17	Subdrain Outlets and Connections, 4" or 6"	10.0	EA	\$ 400.00	\$4,000.00	10.0	\$4,000.00	0.0	\$0.00
18	Manhole, SW-301, 48" Dia.	2.0	EA	\$ 7,000.00	\$14,000.00	2.0	\$14,000.00	0.0	\$0.00
19	Manhole, SW-401, 84" Dia.	1.0	EA	\$ 13,000.00	\$13,000.00	1.0	\$13,000.00	0.0	\$0.00
20	Intake, SW-508, Cast In Place	2.0	EA	\$ 15,000.00	\$30,000.00	2.0	\$30,000.00	0.0	\$0.00
21	Intake, SW-510	1.0	EA	\$ 12,000.00	\$12,000.00	1.0	\$12,000.00	0.0	\$0.00
22	Intake, SW-541	3.0	EA	\$ 9,500.00	\$28,500.00	3.0	\$28,500.00	0.0	\$0.00
23	Pavement, PCC, 8" Thick	2280.0	SY	\$ 65.00	\$148,200.00	2304.3	\$149,779.50	24.3	\$1,579.50
24	PCC Pavement Samples and Testing	1.0	LS	\$ 3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00
25	Removal of Driveway	260.0	SY	\$ 10.00	\$2,600.00	260.0	\$2,600.00	0.0	\$0.00
26	Sidewalk, PCC, 4" Thick	680.0	SY	\$ 60.00	\$40,800.00	680.6	\$40,836.00	0.6	\$36.00
27	Sidewalk, PCC, 6" Thick	25.0	SY	\$ 60.00	\$1,500.00	37.9	\$2,274.00	12.9	\$774.00
28	Detectable Warnings	40.0	SF	\$ 50.00	\$2,000.00	0.0	\$0.00	-40.0	(\$2,000.00)
29	Driveway, Paved, PCC, 6" Thick	92.0	SY	\$ 60.00	\$5,520.00	182.9	\$10,974.00	90.9	\$5,454.00
30	Temporary Driveway Granular	67.1	TON	\$ 50.00	\$3,355.00	67.1	\$3,355.00	0.0	\$0.00
31	Pavement Removal	50.0	SY	\$ 10.00	\$500.00	50.0	\$500.00	0.0	\$0.00
32	Temporary Traffic Control	1.0	LS	\$ 500.00	\$500.00	1.0	\$500.00	0.0	\$0.00
33	Hydraulic Seeding, Fertilizing, and Mulching	1.0	AC	\$ 7,150.00	\$7,150.00	0.32	\$2,288.00	-0.68	(\$4,862.00)
34	SWPPP Management	1.0	LS	\$ 5,280.00	\$5,280.00	1.0	\$5,280.00	0.0	\$0.00
35	Rip Rap, Class D	73.5	TON	\$ 90.00	\$6,615.00	73.5	\$6,615.00	0.0	\$0.00
36	Silt Fence	0.0	LF	\$ 3.30	\$0.00	0.0	\$0.00	0.0	\$0.00
37	Silt Fence, Removal of Sediment	0.0	LF	\$ 0.55	\$0.00	0.0	\$0.00	0.0	\$0.00
38	Silt Fence, Removal of Device	0.0	LF	\$ 0.55	\$0.00	0.0	\$0.00	0.0	\$0.00
39	Construction Survey	1.0	LS	\$ 7,500.00	\$7,500.00	1.0	\$7,500.00	0.0	\$0.00
40	Mobilization	1.0	LS	\$ 33,000.00	\$33,000.00	1.0	\$33,000.00	0.0	\$0.00
41	Concrete Washout	0.0	LS	\$ 500.00	\$0.00	0.0	\$0.00	0.0	\$0.00
Division 1 Contract Totals					\$666,610.00		\$667,591.50		\$981.50
Division 2 Contract									
1	Trench Compaction Testing	1.0	LS	\$ 3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00
2	Water Main Trenched, PVC C900 DR14 or Ductile Iron, Class 52, 8"	632.0	LF	\$ 80.00	\$50,560.00	632.0	\$50,560.00	0.0	\$0.00
3	Water Main Trenched, PVC C900 DR14 or Ductile Iron, Class 52, 6"	58.0	LF	\$ 150.00	\$8,700.00	58.0	\$8,700.00	0.0	\$0.00
4	Valve, Gate, 8"	2.0	EA	\$ 3,000.00	\$6,000.00	2.0	\$6,000.00	0.0	\$0.00
5	Valve, Gate, 6"	1.0	EA	\$ 2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$0.00
6	Fire Hydrant Assembly	3.0	EA	\$ 7,000.00	\$21,000.00	3.0	\$21,000.00	0.0	\$0.00
Division 2 Contract Totals					\$91,760.00		\$91,760.00		\$0.00
Change Orders									
CO-2.1	Manhole Adjustment, Major	1.0	EA	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00
Change Order Totals					\$4,000.00		\$4,000.00		\$0.00
Project Totals					\$762,370.00		\$763,351.50		\$981.50

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE SOUTH
7TH AVENUE EXTENSION PROJECT #ECO22001, AN INCREASE OF \$67,666.15**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the South 7th Avenue Extension Project #ECO22001; and

WHEREAS, an increase is requested for items to complete the project along with a time extension.

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

Section 1. That the contract Change Order #5 for the South 7th Avenue Extension project #ECO22001, in the increased amount of \$67,666.15 and a substantial competition time to December 9, 2023, and final completion time extension to April 9, 2024, is hereby accepted and approved.

Passed this 25th 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, PE – Public Works Director
DATE: September 25, 2023
RE: S 7th Ave Extension Project (ECO 22-001) _ Change Order #5

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:

Strategy 1 – Plan for and construct new infrastructure

Strategy 3 – Plan and Fund Improvements to the City's Infrastructure & Buildings

Recommendation: Staff recommends approval of Change Order #5, an increase of \$67,666.15 to add Division 3 to this project which will widen the radii at the intersection of Highway 14 & Edgewood.

Budget Impact:

Construction Costs:

Change Order #5 (Div 3)	\$	67,666.15	Hwy 14/Edgewood
Change Order #4	\$	981.50	
Change Order #3 (deduct)	\$	- 6,106.00	
Change Order #2	\$	4,000.00	
Change Order #1	\$	0.00	
Construction Base	\$	764,476.00	Con-Struct, Inc.
	\$	831,017.65	TOTAL

Funding Sources

Sanitary Sewer Enterprise	\$	74,610.00	
Storm Sewer Enterprise	\$	236,405.00	
Road Use Tax	\$	149,985.00	
Developer Share (Water Main)	\$	91,760.00	estimated
LOST	\$	279,000.00	
LOST (Reallocation from Edgewood)	\$	67,666.15*	
	\$	899,426.15	TOTAL

*Please note: City staff are recommending the reallocation of \$67,666.15 of the LOST funds designated towards the Edgewood project to this S 7th Ave project. This reallocation will cover the cost of the construction needed for the improvements to the Edgewood Street / Highway 14 intersection.

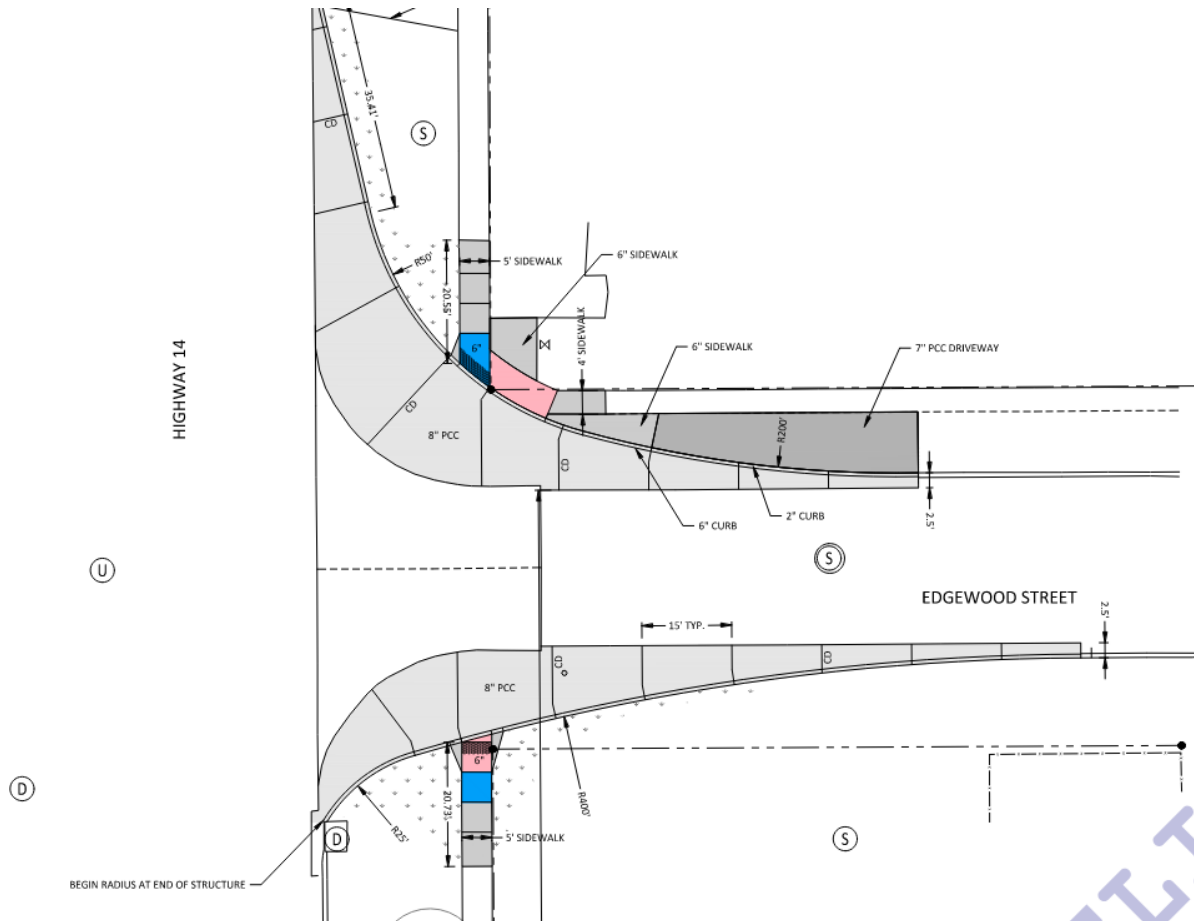
CITY COUNCIL

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



Description/Background:

During a discussion item at the September 11, 2023 city council meeting, we discussed the need to increase the radii at the intersection of Highway 14 & Edgewood Street to accommodate trucks turning. Due to the environmental review associated with the Edgewood project, the city could not change order those PCC Full Depth Pavement locations into that contract. The planned improvements are as shown below with new pavement being shown in grey, blue, and pink:



These widened radii will allow trucks to turn and keep the wheel tracks on street pavement.

Direction was given to proceed with change ordering it into this project, which Con-Struct was also awarded. This change order creates Division 3 so that these expenses can be tracked and kept separate.

This change order also revises the completion date of this project. The current completion date is July 12th, 2023. There was a delay in the S 7th Ave project associated with the adjacent site developer applying for grant funds to add an additional apartment building that necessitated a stop work order. Due to that delay, seeding on the road project needed to wait until the next open seeding window which was August 10th – September 30th. The addition of Division 3 will also delay the project further. We are

CITY COUNCIL

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



recommending that all pavement work associated with Division 3 be completed before winter shut-down and seeding follow in the Spring with the following Completion Dates:

Substantial Completion: December 9, 2023

Final Completion: April 9, 2024

Notice to start work will be provided to the Contractor after signed property agreements and relocation of utilities needed to accommodate that project. Hul-Con will be relocating a fiber box; Alliant will be relocating two poles and associated guy wires; and MWW has hired Con-Struct to relocate a hydrant concurrently with this project.

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CITY COUNCIL

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



CHANGE ORDER NO. 5

Owner:	City of Marshalltown	Owner's Project No.:	ECO 22-001
Engineer:	Bolton & Menk (Div 3 Only)	Engineer's Project No.:	
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	S Seventh Ave Extension Project		
Contract Name: Contract Documents inc Addendum #1, Change Order #1 - #4			
Date Issued:	9/25/2023	Effective Date of Change Order:	9/25/2023
The Contract is modified as follows upon execution of this Change Order: This change order is to add Division 3 to this project which will construct larger radii at the intersection of Highway 14 & Edgewood Street through PCC Full Depth Patching methods. This project also adjusts completion dates to correspond with delay due to the seeding window on Divisions 1 & 2 and to accomodate the additional work of Division 3 and upcoming seeding windows. Notice to proceed on this work will follow upon signed property agreements. Attachments: Tabulation which includes bid item quantity changes and new items established.			
Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 764,476.00		Substantial Completion: May 31, 2023	
		Ready for final payment: September 30, 2023	
Decrease from previously approved Change Orders		[Increase] [Decrease] from previously approved Change Orders:	
\$ -1,124.50		Substantial Completion: 42	
		Ready for final payment: 42	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 763,351.50		Substantial Completion: July 12, 2023	
		Ready for final payment: November 11, 2023	
Increase this Change Order:		Increase this Change Order:	
\$ 67,666.15		Substantial Completion (days): 150	
		Ready for final payment (days): 150	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 831,017.65		Substantial Completion: December 9, 2023	
		Ready for final payment: April 9, 2024	

Recommended by Engineer

By: Heather Thomas
 Title: City Engineer
 Date: 09/21/23

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

Accepted by Contractor

By: [Signature]
 Title: V.P.
 Date: 9/26/23

CITY OF MARSHALLTOWN
ECO 22-001 _ S Seventh Ave Extension Project

NEW DIVISION: DIVISION 3 - HIGHWAY 14 & EDGEWOOD STREET - PCC PATCH

The following Bid Items are hereby amended by increasing the quantities shown (16, 17, and 28). D3 bid items are hereby added.

Item No.	Description	Unit	Price	Quantity	Extension
16	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 3.30	179	\$ 590.70
17	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$ 0.55	179	\$ 98.45
28	DETECTABLE WARNING	SF	\$ 50.00	20	\$ 1,000.00
D3_1	EXCAVATION, CLASS 10_PCC FULL DEPTH PATCH	CY	\$ 25.00	127	\$ 3,175.00
D3_2	SUBGRADE PREPARATION, 12 INCH_PCC FULL DEPTH PATCH	SY	\$ 6.00	280	\$ 1,680.00
D3_3	SUBGRADE TREATMENT, TRIAX GEO-GRID_PCC FULL DEPTH PATCH	SY	\$ 6.00	280	\$ 1,680.00
D3_4	SUBBASE, MODIFIED, 8 INCH_PCC FULL DEPTH PATCH	SY	\$ 15.00	280	\$ 4,200.00
D3_5	SUBDRAIN, LONGITUDINAL, 4" _PCC FULL DEPTH PATCH	LF	\$ 20.00	80	\$ 1,600.00
D3_6	SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH_PCC FULL DEPTH PATCH	EA	\$ 1,000.00	1	\$ 1,000.00
D3_7	PAVEMENT, PCC, 8 INCH_PCC FULL DEPTH PATCH	SY	\$ 100.00	280	\$ 28,000.00
D3_8	PAVEMENT REMOVAL_PCC FULL DEPTH PATCH	SY	\$ 25.00	125	\$ 3,125.00
D3_9	SIDEWALK, PCC, 6 INCH_SMALL QUANTITY	SY	\$ 80.00	38	\$ 3,040.00
D3_10	DRIVEWAY, PCC, 6 INCH_SMALL QUANTITY	SY	\$ 80.00	43	\$ 3,440.00
D3_11	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE_SMALL QUANTITY	LF	\$ 3.00	179	\$ 537.00
D3_12	CONVENTIONAL SEEDING, SEEDING (TYPE I), FERTILIZING, AND MULCHING_EDGEWOOD & HWY 14	LS	\$ 3,000.00	1	\$ 3,000.00
D3_13	TEMPORARY TRAFFIC CONTROL	LS	\$ 5,000.00	1	\$ 5,000.00
D3_14	CONSTRUCTION SURVEY_EDGEWOOD & HWY 14	LS	\$ 1,500.00	1	\$ 1,500.00
D3_15	MOBILIZATION_EDGEWOOD & HWY 14	LS	\$ 5,000.00	1	\$ 5,000.00
TOTAL:					\$ \$ 67,666.15

RESOLUTION APPROVING CONTRACT CHANGE ORDER #6 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004, A DECREASE OF \$33,885

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct Inc. for the labor and material for the State Street Reconstruction Project #STR21004; and

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

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

Section 1. That the contract Change Order #6 for the State Street Reconstruction Project #STR21004, in the decreased amount of \$33,885 is hereby accepted and approved.

Passed this 25th 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 25, 2023
RE: State Street Reconstruction (STR 21-004) _Change Orders #6

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 & Invest in Downtown redevelopment

Recommendation:

Staff recommends approval of Change Order #6 in the amount of a deduct of \$33,885.00.

Budget Impact:

Construction Costs:

Change Order #6 (deduct)	\$	-33,885.00	
Change Order #5	\$	6,661.00	
Change Order #4	\$	4,230.00	
Change Order #3	\$	1,432.50	
Change Order #2 (deduct)	\$	- 16,545.60	
Change Order #1 (deduct)	\$	- 15,006.00	
Construction Base	\$	6,062,985.50	Con-Struct, Inc.
	\$	6,009,872.40	TOTAL

Funding Sources

21 GO Bond	\$	2,575,918.00	
ARPA	\$	2,461,741.00	
Sanitary Sewer Enterprise Fund	\$	490,250.00	*See Note
MWW	\$	500,000.00	Project Contribution
MWW - Extra	\$	12,323.50	Extra (Valves/Breaks)
Rebuild Marshalltown Grant	\$	40,000.00	Class of 69 – Tree Fund
	\$	6,080,232.50	TOTAL

*This change order reduced project work associated with storm and sanitary systems. The changes to the sanitary sewer system reduced work by \$33,650; therefore, sewer funding was decreased that equivalent amount.

CITY COUNCIL

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



Description/Background:

This change order includes the following:

Sanitary sewer removal due to slip lining including pipe: With a separate project going on in town where we are utilizing slip lining to rehab sanitary sewers, there were several sections in this segment that we were able to line instead of completely replace providing cost savings to the project.

Removal of short section of sanitary sewer and associated manholes and adjustments: During investigation into the existing sewer system, we were able to confirm that the last segment of sanitary sewer no longer had active laterals; therefore, we were able remove that pipe section and the end manhole.

Adjustment of storm sewer from 15" to 10" for dollar general to avoid water main conflict: There is a storm sewer pipe from Dollar General's parking lot that would have been in conflict with existing water main to get it connected to the new storm sewer piping. The intake capacity is not able to fill a 15-inch pipe, nor a 10-inch pipe – so reducing the pipe size allowed the conflict to be avoided.

Adding in 12" sanitary sewer for section on North side of 3rd St: Plans had shown the existing sanitary sewer as an 8-inch line. In the field, it was determined to be a 12-inch line. A new bid item was added for the different size.

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CITY COUNCIL

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





Bolton & Menk

Change Order Details

Marshalltown - State Street

Description	State Street Reconstruction from 3rd Ave to 3rd Street
Prime Contractor	CONSTRUCT, INC.
Change Order	6
Status	Pending
Date Created	06/15/2023
Type	Local Funding
Summary	SANITARY SEWER CHANGES
Change Order Description	Removal of sanitary sewer main reconstruction due to city slip lining the pipe. Full main reconstruction is removed from project but service replacement is left in the project. Change Order also removed several redundant manholes.
Awarded Project Amount	\$6,062,985.50
Authorized Project Amount	\$6,043,757.40
Change Order Amount	-\$33,885.00
Revised Project Amount	\$6,009,872.40

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0021	4010-108-A-1	LF	\$100.000	2,772.000	\$277,200.00	-407.000	-\$40,700.00	2,365.000	\$236,500.00
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 INCH									
Reason: Existing 8" sanitary sewer main was lined in 2 locations with CIPP lining and the City of Marshalltown requested that these locations be removed from the project. The City of Marshalltown also requested to remove two sections of proposed 8" sanitary sewer main from the project to eliminate unnecessary manholes.									
0028	4020-108-A-1	LF	\$80.000	970.000	\$77,600.00	-47.000	-\$3,760.00	923.000	\$73,840.00
STORM SEWER, TRENCHED, RCP, 15 INCH									
0066	6010-108-A-0	EA	\$6,000.000	10.000	\$60,000.00	-1.000	-\$6,000.00	9.000	\$54,000.00
SANITARY MANHOLE, SW-301, 48 INCH									
Reason: The City of Marshalltown requested to remove a section of proposed 8" sanitary sewer main from the project to eliminate an unnecessary manhole. Removal of manhole J06-034									
0079	6010-108-F-0	EA	\$3,000.000	3.000	\$9,000.00	-1.000	-\$3,000.00	2.000	\$6,000.00
MANHOLE ADJUSTMENT, MAJOR									
Reason: The City of Marshalltown requested to eliminate an unnecessary existing manhole that was originally intended on remaining in place in the original design. With the manhole being removed the major adjustment was not longer needed.									
0081	6010-108-H-0	EA	\$1,000.000	21.000	\$21,000.00	1.000	\$1,000.00	22.000	\$22,000.00
REMOVE MANHOLE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: The City of Marshalltown requested to eliminate an unnecessary existing manhole that was originally intended on remaining in place in the original design.									
5 items			Totals		\$444,800.00		-\$52,460.00		\$392,340.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
8011	2504-0110012	LF	54.000	\$140.000	\$7,560.00
SANITARY SEWER GRAVITY MAIN, TRENCHED, 12 IN.					
8012	2503-0110010	LF	47.000	\$75.000	\$3,525.00
STORM SEWER GRAVITY MAIN, TRENCHED, 10 IN.					
8013	4010-108-H-0	LF	33.000	\$30.000	\$990.00
Removal of Sanitary Sewer:					
8014	CO 6.1	EA	1.000	\$2,500.000	\$2,500.00
MANHOLE ADJUSTMENT - 12", J06-028					
8015	CO 6.2	EA	1.000	\$4,000.000	\$4,000.00
MANHOLE ADJUSTMENT - J06-080					
5 items					Total: \$18,575.00

Attachments

Document	Name	Description	Submission Date
State_St_Recon_Phase_2_Sanitary_Sewer_Changes_07.05.2023.pdf	State St Recon Phase 2 Sanitary Sewer Changes 07.05.2023.pdf		07/05/2023 07:54 PM CDT
1 attachment			

Signatures

Agreed -  Date: 9/5/23

Contractor

Recommended - Gregory Brounard Date: 9/12/2023

Project Engineer

Approved - _____ Date: _____

City

**RESOLUTION AUTHORIZING OFFER TO PURCHASE RIGHT OF
WAY FROM 901 N 3RD AVE AND THE USE OF COUNCIL-
DESIGNATED LOCAL OPTION SALES TAX**

WHEREAS, the City of Marshalltown desires additional right-of-way for public purpose related to street infrastructure at the intersection of Highway 14 / Edgewood Street; and

WHEREAS, this additional area is located on a parcel addressed as 901 N 3rd Ave with a parcel identification number of 8418-26-277-010; and

WHEREAS, the City of Marshalltown has approached the current property owner who is agreeable to a voluntary real estate transaction; and

WHEREAS, the area is legally described as:

THAT PART OF THE 20-FOOT-WIDE VACATED RIGHT-OF-WAY AS SHOWN IN BOOK 405, PAGE 569, LYING WEST OF, AND ADJOINING LOT 29 AND LOT 30, BINFORD'S PARK PLACE ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF EDGEWOOD STREET AND THE EAST LINE OF NORTH 3RD AVENUE, ALSO KNOWN AS HIGHWAY #14; THENCE N 00°12'01" W, 15.00 FEET ALONG THE EAST LINE OF SAID NORTH 3RD AVENUE; THENCE S 45°14'50" E. 21.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EDGEWOOD STREET; THENCE S 89°42'22" W, 15.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EDGEWOOD STREET TO THE POINT OF BEGINNING; and

WHEREAS, both parties are agreeable to the following compensation: An amount of \$230.00 for the proposed 112.5 square feet of property. The additional amount of \$100.00, as agreed to in the aforesaid agreement, is paid as future abstracting costs to the remaining property and is not subject to real estate transfer tax. The additional amount of \$170.00, as agreed to in the aforesaid agreement, is paid as damages to the remaining property and is not subject to real estate transfer tax; and

WHEREAS, this easement and transfer is exempt from transfer tax in accordance with Iowa Code Sec. 428A.2(17); and

WHEREAS, this easement is being acquired for public purposes and a Declaration of Value is not required in accordance with Iowa Code Sec. 428A.1; and

WHEREAS, the City of Marshalltown shall prepare and record all real estate documents for said transaction; 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 City Staff are hereby authorized to make said offer.

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

Section 1. The offer to purchase right of way from 901 N 3rd Ave is hereby authorized.

Section 2. That the City Attorney, Mayor, and City Clerk are hereby authorized to prepare, approve, execute, and record any and all real estate transaction documents on behalf of the City of Marshalltown, Iowa.

Section 3. The associated expenses are authorized to be paid from Council-Designated Local Option Sales Tax.

Passed this 25th 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, PE – Public Works Director
DATE: September 25, 2023
RE: ROW Needs from 901 N 3rd Ave

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. This intersection widening is desired to better accommodate truck traffic accessing the new infrastructure put in with the Edgewood Street project.

Recommendation:

Recommend approving the offer to purchase a triangular piece of property to increase road ROW at the NE corner of Highway 14 (3rd Ave) & Edgewood Street. Also, authorizing City Attorney, Staff, and Mayor to prepare and execute necessary property acquisition documents.

Budget Impact:

\$500 offer price + necessary legal/recording fees. Recommend funding source to be the LOST funds allocated to the Edgewood Street project. There is sufficient funding for these expenses.

Description/Background:

During discussion at the September 11, 2023 council meeting, direction was provided to continue with plans to widen the intersection of Edgewood Street & Highway 14. City staff have completed preliminary negotiations for additional ROW needs with the property owner at 901 N 3rd Ave, Procrafters LLC.

City staff propose the following compensation, which the property owner is agreeable to:

Total of \$500 in compensation, as broken down as follows:

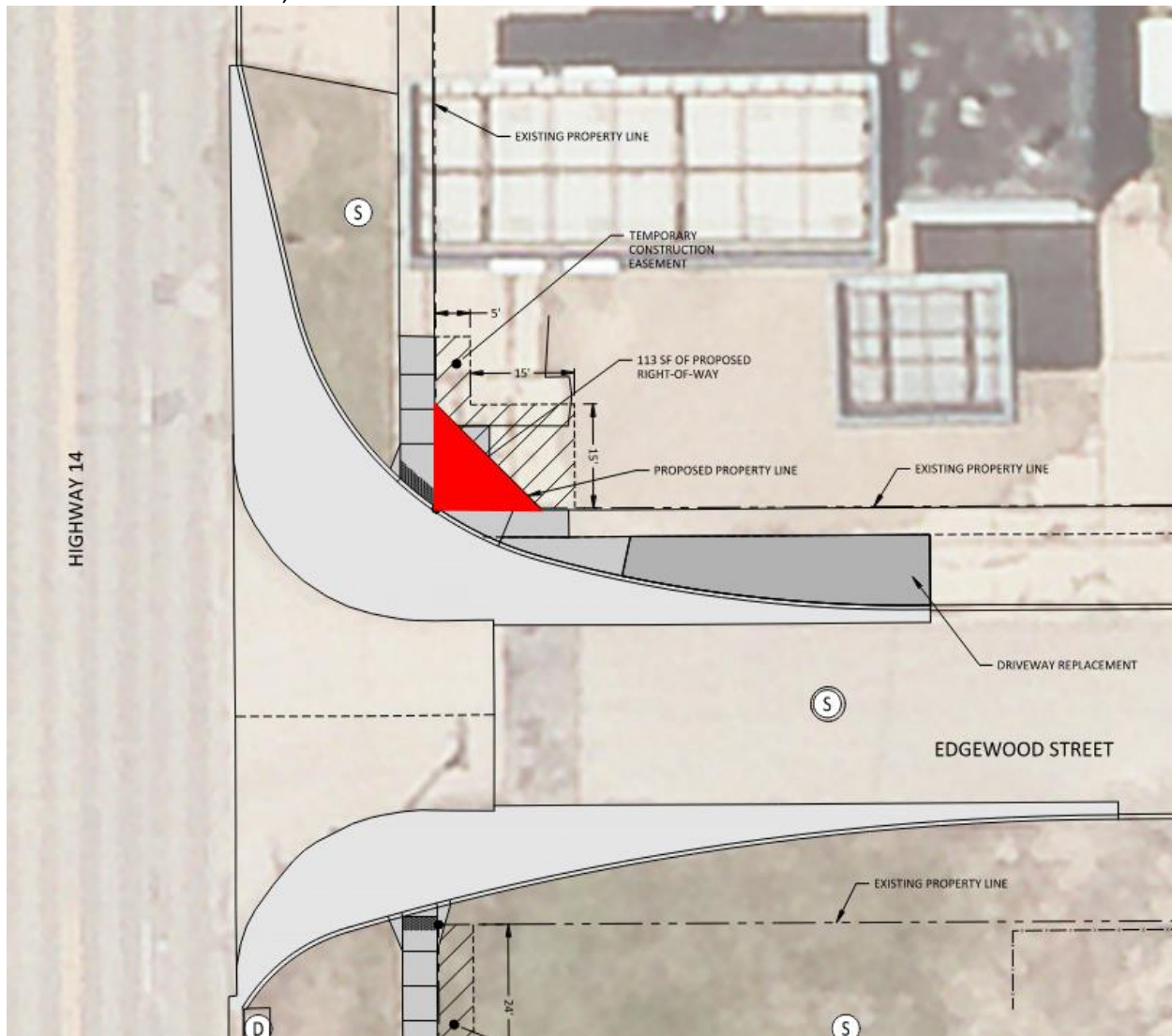
- Proposed 112.5 SF of ROW (valued at \$230),
- Allowance of \$170 for reduction in Driveway width onto Edgewood St which would not be subject to real estate transfer tax, and
- Allowance of \$100 for Future Abstracting Costs to the remaining property which would not be subject to real estate transfer tax.

CITY COUNCIL

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



The area is shown below, in red:



Bolton & Menk have prepared the following legal description (interesting find - this was former right-of-way that had been vacated):

THAT PART OF THE 20-FOOT-WIDE VACATED RIGHT-OF-WAY AS SHOWN IN BOOK 405, PAGE 569, LYING WEST OF, AND ADJOINING LOT 29 AND LOT 30, BINFORD'S PARK PLACE ADDITION, CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF EDGEWOOD STREET AND THE EAST LINE OF NORTH 3RD AVENUE, ALSO KNOWN AS HIGHWAY #14; THENCE N 00°12'01" W, 15.00 FEET ALONG THE EAST LINE OF SAID NORTH 3RD AVENUE; THENCE S 45°14'50" E. 21.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EDGEWOOD STREET; THENCE S 89°42'22" W, 15.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF EDGEWOOD STREET TO THE POINT OF BEGINNING.

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CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Greg Nichols, 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.

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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 Greer and City Council
FROM: Heather Thomas, PE – Public Works Director
DATE: September 25, 2023
RE: Discussion – Chapter 50 Garbage and Refuse

Strategic Plan:

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

Plan Objective:

Review city policies, procedures, plans, ordinances, programs, and services for updates and efficiencies

Recommendation:

No staff recommendation. Information provided for council discussion and direction.

Budget Impact:

n/a

Description/Background:

It was brought to the city's attention that trash pick-up in Marshalltown was being done in conflict with our current ordinance, Chapter 50 – Garbage and Refuse. The reported discrepancy was related to one of our licensed trash haulers, Moler Sanitation, investing and utilizing an automated truck, which requires a hauler provided Toter (trash container) be placed curbside for pick-up and that communication was provided to their clients. Our ordinance requires residential garbage containers to be placed within 5-ft of the front of the residence. A discussion item was placed on the August 24, 2023 city council meeting to get direction from Council.

Mayor and Council provided the following direction to city staff:

1. A councilor member mentioned the city does not want to penalize a licensed garbage hauler who invests in automated equipment.
2. A councilor member mentioned the city does not want to put other licensed garbage haulers at a disadvantage by not allowing them to place curbside.
3. A councilor member mentioned the city does not want to allow everybody to put their garbage at the curb because we have 4-5 haulers in town and this would result in everyday driving by everybody's trash.
4. A councilor member mentioned in favor of allowing garbage curbside when automated trucks were used. Automated pick-up is common in other communities. Eventually, other haulers may

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upgrade their equipment. They mentioned allowing containers be placed the evening before (8 PM).

5. A councilor member mentioned that we talk about cleaning up our community and allowing all kinds of garbage cans, any day at the curb does not look good.
6. The mayor mentioned that this issue came up 10 years ago to discuss consolidating number of haulers to one or a few with each having a different quadrant of town and it was very unpopular then even though garbage trucks are hard on our streets.
7. Council would like feedback from licensed garbage haulers.

Marshalltown currently has four licensed garbage haulers: Area Sanitation, LeGrand Sanitation, Moler Sanitation, and Stone Sanitation.

There were comments made at the Council meeting that currently only Moler were picking garbage up at the curb. Based on observations around town (some pictures below), other garbage haulers also have garbage containers that are being picked up and not in compliance with the location requirements of our current code. It was also noted that in one case, the same trash cans were at the curb for three weeks.



City staff reached out to all licensed carriers, received input from one over phone/email and met with the other three. A few points that were mentioned from the Haulers included:

1. A toter is a term used to describe the containers (currently for Moler either 65 or 95 gallons) that can be picked up by an automated truck.
2. Moler still provides the option for “assisted collection” for those that can not take their garbage to the curb.
3. Those that didn’t have an automated truck felt if you allow curbside pickup for one, you need to for all.
4. Staffing is a struggle for multiple garbage haulers. Some Non-automated trucks are operated with a three-person crew whereas one company is a one-man pick-up crew.
5. For situations where a garbage company has to physically dump a can, you don’t want any containers bigger than 55 gallons; however, our ordinance stating 30-gallon max could be increased.
6. They pick up recycling the same day, but it might be in a different trip on that day.
7. The time they require their customers to have garbage out by can range between 5 AM – 7:30 AM.

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8. Pick-up days for each are:
 - a. Molar – 5 days/week
 - b. Stone – 5 days/week
 - c. LeGrand – Mostly Friday, a few on Wednesday
 - d. Area – Tuesday thru Friday
9. Haulers don't believe it should be on them to enforce our ordinance.

City staff has attempted to take comments from Council, Mayor, and Garbage Haulers to find some middle ground. Attached is a possible language amendment that would provide some middle ground. It is not unanimous amongst garbage haulers; however, nothing in the proposed changes would require any licensed hauler to do anything different than they do today but provides options for some changes if certain requirements are met.

One possible option that the city mentioned to gauge willingness from Haulers was to assign the town into four or five quadrants with each having a designated pick-up day per week. This would address the seeing trash at the curb all days of the week and also make it easier to identify on a single trip if someone left their container at the curb too long. This was not desirable by the haulers; however, several were willing to provide us their service area map on a per day basis.

All haulers were invited to the council meeting for this discussion.

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CHAPTER 50: GARBAGE AND REFUSE

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AREA. The legally defined boundaries of the city.

COMMERCIAL AND INDUSTRIAL UNITS/OCCUPANTS. All locations within the city that are not considered residential units/occupants under this chapter. Mobile home parks where a single meter meters water services are considered COMMERCIAL. All rental units or complexes of four or more residential rental units are considered COMMERCIAL UNITS. COMMERCIAL AND INDUSTRIAL UNITS are subject to this chapter.

COMMISSION. The Solid Waste Management Commission of the county.

COMPOSTABLE MATERIAL. All yard wastes, except tree limbs, bark or branches from trees or shrubs with any diameter of one-fourth inch or more.

CONTAINERS or BINS. Those containers and bins for collection of garbage or recyclables.

CURBSIDE. The portion of the right-of-way adjacent to paved or traveled city roadways contiguous to the frontage of properties in the city. The term CURBSIDE also means at any point further than five feet from the front line of any dwelling, structure, business or building. See the definition of the term "front" in this section.

CURBSIDE COLLECTION. The collection of all garbage or recyclables placed curbside or in front of the house as near to the street as possible if no curb exists.

FRONT. The operation of a dwelling, business or other structure facing any street, highway or other place. A structure may have more than one FRONT if it faces on more than one street, highway or other place; for example, a corner lot. On a structure that has no lines parallel to the street, highway or other place, the FRONT shall be that portion most nearly parallel to the street, highway or place and, if the sides are equally parallel to the street, highway or other place, the two sides shall both be the FRONT. Where the front line is uneven, the term FRONT means the most forward portion of the structure.

GARBAGE and REFUSE. Every waste accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storage of meat, fish, fowl, fruit or vegetables. Dead animals are not included in the term GARBAGE. The term REFUSE means all other miscellaneous waste materials not specifically defined as "garbage" or specifically defined as "recyclable".

MEMBER. The city.

PERSON. Any individual, firm, association, syndicate, co-partnership, corporation, trust, other legal entity having proprietary interest in premises or other legal entity having responsibility for an act.

RECYCLABLES. Those items defined as recyclables per the Solid Waste Management Commission of Marshall County.

RECYCLABLES HAULER. Any person desiring to pick up and transport for processing any recyclable in the city. Anyone subcontracting to perform any such recycling pick-up or transportation task is also considered a RECYCLABLES HAULER under this definition.

RECYCLABLES TRANSPORTATION VEHICLE or VEHICLE. A vehicle, as defined by state law, which is or is intended to be used to transport recyclables.

RESIDENTIAL UNIT/OCCUPANT. Each single-family home or multifamily dwelling located within the corporate limits of the city and occupied by a person or group of persons, except mobile home parks as described in the definition of “commercial and industrial units” in this section. However, all residential rental structures or residential complexes of four or more rental units are considered commercial units. Any home occupation (Class 1 or Class 2) found in areas zoned RR, RL, RM, and RH, all as defined by Ch. 156 of this code of ordinances, shall be considered a RESIDENTIAL UNIT/OCCUPANT under this chapter for purposes of disposal of garbage and recyclables generated by the home occupation.

SOLID WASTE. Garbage, refuse, rubbish and other similar discarded solid or semi-solid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural and domestic activities.

TREE PROCESSING MATERIAL. Yard wastes which are not compostable material and tree stumps.

VOLUME-BASED GARBAGE SYSTEM. A system with an ever-increasing charge based upon number of containers utilized or upon actual weight of garbage generated.

YARD WASTE. Organic debris produced as part of yard and garden development and maintenance, such as grass clippings, leaves, bark, branches, twigs, flowers, fruit, vegetables and trees.

(2013 Code, § 13-1) (Ord. 10761A, passed 5-24-1965; Ord. 11654, passed 4-22-1970; Ord. 12788, passed 9-22-1975; Ord. 12797, passed 10-16-1975; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14472, passed 8-25-1994; Ord. 14473, passed 8-8-1994; Ord. 14710, passed 3-24-2003)

§ 50.002 RESERVATION OF CITY'S RIGHTS.

The city reserves the right to enter into contract at any time with any license holder or others for the collection and disposal of garbage and refuse within the city or may itself operate and maintain such service.

(2013 Code, § 13-2) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003)

§ 50.003 RECEPTACLES REQUIRED; SPECIFICATIONS.

(A) Except as provided under § 50.004 of this chapter, it shall be unlawful for any person, firm or corporation to deposit or place any garbage in any street, alley, lane, public place or private property outside of buildings within the city unless the garbage is enclosed in a Container or Bin.

(B) Refuse Containers for Residential Properties must meet the following:

- a. Owner supplied Refuse Containers or Bins shall be a water-tight metal or plastic receptacle. The receptacle shall be provided with handles or bales and a tight-fitting cover and with a capacity not exceeding 55 gallons
- b. Hauler supplied Refuse Containers or Bins shall be preapproved by the City as part of the license application, and in general have rolling wheels; attached lids; clearly listed with company name with phone number displayed on the receptacle; have an identifiable code that the Hauler keeps records of which address has which receptacle; and be sturdy enough to withstand typical wind event. Each licensed hauler shall provide some level of consistency across offered Containers to their customers.

(C) Refuse Containers for Commercial Properties shall be hauler provided or approved and in general be commercial dumpsters or similar.

(D) Containers for Recyclables shall be as provided or approved by the Recyclables Hauler.

(2013 Code, § 13-3) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.004 RECEPTACLE WITH PAPER OR PLASTIC BAG INSERTS.

Receptacle inserts shall be provided as required by the hauler.

(2013 Code, § 13-4) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.005 PREPARATION OF REFUSE, RECYCLABLES, AND YARD WASTE FOR COLLECTION.

Refuse, recyclables, and yard waste shall be prepared for pick up per the requirements of the hauler.

(2013 Code, § 13-5) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003) Penalty, see § 50.999

§ 50.006 APPROVED METHODS OF DISPOSAL.

(A) Garbage or refuse may be disposed of by householders or the occupant of any building or place of business by:

- (1) Delivery to a licensed collection agency;
- (2) Hauling to state-approved landfill disposal area and dumping there as directed by the custodian in charge; provided that, the containers are covered and water-tight; and/or
- (3) Disposal of garbage in a home garbage disposal unit.

(B) It shall be unlawful for any person, firm or corporation to dispose of yard waste, except as follows:

(1) All yard waste shall be separated by the owner or occupant of the premises from garbage and refuse, as defined in § 50.001 of this chapter, accumulated on the premises and shall be composted on the premises, transported to a City Council approved composting/tree processing facility or otherwise be legally disposed of, and no yard waste shall be deposited in a landfill. All yard waste transported to City Council approved composting/tree processing facilities shall be separated into compostable material and tree processing material.

(3) It shall be unlawful to place any material other than compostable material in compostable paper yard waste bags.

(4) All tree processing materials shall be separated from all compostable materials and bundled in a manner suitable for handling.

(5) Fees for the use of the city-owned composting/tree processing facility shall be adopted by resolution of the City Council.

(6) Hours of operation of the city composting/tree processing facility shall be established by the City Council, and it shall be unlawful to dump or dispose of yard waste at such facility, except during hours of operation, or without specific approval by the city's Engineering Department.

(C) It shall be unlawful for any person to dispose of garbage or refuse, yard waste or recyclables in any manner other than provided in this section.

(D) Garbage or refuse, or recyclables shall not be burned.

(2013 Code, § 13-6) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14710, passed 3-24-2003; Ord. 14830, passed 5-12-2008) Penalty, see § 50.999

§ 50.008 LOCATION OF RECEPTACLE.

(A) All garbage or refuse, yard waste or recyclables, whenever practical, shall be delivered by the householder or the occupant of any building or place of business to the ground level for collection.

(B) It shall be unlawful for any person to place, set or throw or otherwise put garbage or any paper, metal, plastic or any other material receptacle containing garbage between the line of any street, highway or other place and the front line of any dwelling, business or other structure, except as outlined below:

- (1) For residential units, all Refuse and Recyclable Containers may be set out no earlier than 8 PM the day prior to collection day and must be retrieved by 2 AM the day after collection day.
- (2) For collection of Owner provided residential Containers, they shall be placed no more than five feet in front of the front line of the dwelling, business or other structure. For purposes of this section, the front line shall be extended from the structure corner to the side lot lines.
- (3) For collection of Hauler provided residential Containers, the Containers may be placed in accordance with Owner provided Containers or Curbside, as designated by the Hauler.
- (4) Containers placed for Curbside collection shall be placed so the closest edge of the Container is no closer than 2-feet, nor no further than 4-feet from the edge of the traveled way. It shall be placed so there is 4-ft clearance around all sides from any fixed object. Placement of containers shall not impede visibility at any alley or street intersection.
- (5) Placement of commercial containers shall be coordinated with the Hauler and be in accordance with the City's zoning ordinance.

(C) (1) It shall be unlawful for any person, firm or corporation, licensed to collect garbage or refuse, yard waste or recyclables within the city, to pick up, collect or take into possession any garbage, as defined by § 50.001 of this chapter, paper, metal, plastic or any other material not placed in accordance with this Chapter

(D) (1) The city can provide a waiver, at the city's sole discretion, for the placement of garbage receptacles or refuse in front of a dwelling, business or other structure if the placement of the receptacle or refuse is for the community benefit, or a one time occurrence.

(2) Examples may include receptacles placed or approved by the City for public use, such as Downtown or 13th St District Receptacles, for the city sponsored or approved clean-up days or a construction dumpster.

(3) Said waiver shall also allow for the lawful collection of said material by the city or a licensed garbage or refuse hauler.

(2013 Code, § 13-8) (Ord. 10761A, passed 5-24-1965; Ord. 12788, passed 9-22-1975; Ord. 12993, passed 9-27-1976; Ord. 14462, passed 6-13-1994) Penalty, see § 50.999

§ 50.009 LITTERING.

It shall be unlawful for any person, firm or corporation to deposit, throw or place any refuse or garbage in any street, alley, lane, public place or private property outside of buildings within the city unless the refuse or garbage is to be hauled away and, pending hauling, is kept in such a manner as in no way to constitute a nuisance, hazard or annoyance to others.

(2013 Code, § 13-9) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

LICENSING AND COLLECTION REGULATIONS

§ 50.020 LICENSE TO COLLECT GARBAGE OR REFUSE, YARD WASTE AND RECYCLABLES REQUIRED.

It shall be unlawful for any person, firm or corporation to collect garbage or refuse, yard waste or recyclables within the city, except from his or her own residence or business property, without first obtaining a license from the city unless it is for a one-time junk removal service

(2013 Code, §§ 13-10, 13-53 and 13-83) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14472, passed 8-25-1994) Penalty, see § 50.999

§ 50.021 APPLICATION FOR LICENSE; APPROVAL.

- (A) Application for a license to collect garbage or refuse, yard waste or recyclables shall be made at the office of the City Clerk on forms provided by the Clerk. The applicant shall file with his or her application a certificate or affidavit of insurance, as set forth in § 10.999 of this code, shall pay the required license fee and garbage haulers present current proof of having passed inspection.
- (B) Licensed Haulers shall provide maps of their coverage area, indicating which areas are to be picked up on what days. Information shall also be provided on the Company's plans or adjustments to pick-up days for Holidays.

(C) Licensed Haulers shall keep record of unique identifiers of each Hauler provided receptacle and make that information available to the City upon request.

(D) Upon receipt of such application and accompanying documents properly executed and otherwise proper and accurate, including, but not limited to, the certificate or affidavit of insurance, upon receipt of the license fee and upon inspection approval, the City Clerk shall issue the license for no more than one year, as set forth in § 10.999 of this code.

(E) If the Clerk denies the license, the applicant may appeal to the City Council by the procedure provided in § 110.003 of this code of ordinances.

(2013 Code, § 13-11) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14609, passed 12-30-1998)

§ 50.022 INSURANCE REQUIRED OF LICENSEE; CERTIFICATE; LIABILITY COVERAGE.

The garbage or refuse hauler, yard waste hauler or recyclable hauler shall not be permitted to commence work under this chapter until he or she has obtained all required insurance and filed proof of such with the City Clerk, pursuant to § 10.009 of this code of ordinances.

(2013 Code, § 13-12) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.023 LICENSE EXPIRATION.

All licenses issued pursuant to this chapter shall expire pursuant to § 10.009 of this code of ordinances.

(2013 Code, § 13-13) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14609, passed 12-30-1998)

§ 50.024 LICENSE FEE.

The fee for the license issued under this chapter shall be set by City Council resolution.

(2013 Code, § 13-14) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.025 LICENSE RENEWAL.

The annual license of all persons licensed under this chapter shall be automatically renewed from year to year upon the payment of the fee provided in this chapter, filing of certificate of proper insurance coverage and filing of an approved vehicle inspection for garbage haulers.

(2013 Code, § 13-15) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.026 LICENSE REVOCATION.

The City Council may, for a violation of the provisions of this chapter, revoke any license granted in this chapter, after notice and public hearing, upon compliance with the procedures set out in this chapter.

(2013 Code, § 13-16) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.027 FREQUENCY OF COLLECTION.

(A) Collections of garbage or refuse shall be made not less than one time per week.

(B) Collections of garbage from commercial locations, where considerable garbage is produced daily, may require collection on a more frequent basis. Notice from the City of nuisances caused by untimely collection of garbage shall result in the property owner setting up a more frequent collection rotation.

(2013 Code, § 13-17) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976)

§ 50.028 COLLECTION VEHICLES; SPECIFICATIONS, MAINTENANCE AND LOADING.

(A) All vehicles used in the transportation of garbage or refuse, yard waste or recyclables within the city shall be kept in a sanitary and safe condition and shall be so constructed as to prevent leakage in transit, wholly enclosed and covered. The city may inspect any vehicle used by any hauler to see that it is in compliance with this chapter.

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

(C) Recyclables and yard waste shall be transported in a vehicle, trailer, bin or container, which is enclosed, covered, leak resistant and of an easily cleanable construction.

(D) If the city determines that a refuse hauler is responsible for the loss of any refuse within the city, the hauler shall be responsible for the pick-up and clean-up of the refuse. If the city is required to pick up or clean up the refuse, the responsible hauler shall pay the cost of doing such.

(2013 Code, § 13-18, 13-20 and 13-115) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14473, passed 8-8-1994; Ord. 14876, passed 7-12-2010; Ord. 14913, passed 11-26-2012) Penalty, see § 50.999

§ 50.029 PICK-UP SERVICE; SERVICING OF COMPLAINTS.

Each garbage or refuse collector shall maintain an adequate and prompt pick-up service. He or she shall service all complaints from patrons on missed service and improper handling. Such service shall be promptly available for servicing complaints from the office of the City Clerk for any material improperly deposited within the limits of streets or highways during transit.

(2013 Code, § 13-19) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

§ 50.030 ALTERNATE DROP-OFF SITE.

If a private recyclable drop-off site is not available to all city citizens and within the city limits, individual recyclables haulers shall, either individually or in conceit (one or more recyclables haulers) or by contract with a private entity, provide a drop-off site for recyclables that shall be available to all city citizens. If required to provide a drop-off site, each person making an application for a recyclables hauler's license shall file, in writing, a statement setting out the location and hours of service for such voluntary drop-off site. The charge made for recyclables received at the drop-off site is to be set by the recyclables hauler.

(2013 Code, § 13-114) (Ord. 14732, passed 1-12-2004)

§ 50.031 PARKING OF COLLECTION VEHICLES IN RESIDENTIAL DISTRICTS.

(A) No vehicle used in the transportation of garbage and refuse within the city shall be parked or left standing in any residential district, as defined or delineated in Ch. 156 Zoning of this code of ordinances, as amended, except for the loading or picking up of garbage or refuse.

(B) This section shall not apply to the driver of any such vehicle that is disabled while in the residential district to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such district.

(C) In no event shall any such disabled vehicle remain over 12 hours.

(2013 Code, § 13-21) (Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976) Penalty, see § 50.999

§ 50.032 INSPECTION OF EQUIPMENT.

(A) Every application for a license required by this chapter or a license renewal shall contain a certification by the applicant that the applicant has inspected the equipment to be used in the transportation of garbage or refuse and that the equipment is in good mechanical condition and free of leaks.

(B) It shall be a municipal infraction to operate equipment that leaks or allows garbage or refuse to spill from the equipment.

(2013 Code, § 13-22) (Ord. 12993, passed 9-27-1976; Ord. 14310, passed 1-8-1990)
Penalty, see § 50.999

VOLUME-BASED GARBAGE COLLECTION; SPECIFIC RECYCLABLES

§ 50.045 VOLUME-BASED CHARGES.

Any individual or entity holding a license to haul garbage and refuse in the city shall charge based upon the volume of garbage and refuse generated. These volume-based charges may be made through the number of containers or bins utilized or based upon actual weight collected.

(2013 Code, § 13-77) (Ord. 14472, passed 8-25-1994; Ord. 14710, passed 3-24-2003)

§ 50.046 RECYCLING REQUIRED.

(A) Each commercial, industrial and residential unit/occupant in the city shall recycle those items designated as recyclables in § 50.001 of this chapter. Those items designated as recyclables shall not be disposed of, except by delivery by the commercial, industrial or residential unit/occupant or by a licensed recyclable hauler to an individual or entity engaging in recycling of the item involved.

(B) No recyclables shall be disposed of by depositing the recyclables with garbage or refuse, and no licensed hauler shall pick up any recyclable commingled with garbage or refuse.

(C) No licensed recyclable hauler is required to pick items designated as recyclables in § 50.001 of this chapter as a part of its regular customer pick-up. However, any licensed recyclable hauler making any scheduled recyclable pick-up shall pick up items designated as recyclables in § 50.001 of this chapter on the same day as their refuse pick-up.

(2013 Code, § 13-78) (Ord. 14472, passed 8-25-1994) Penalty, see § 50.999

§ 50.047 RIGHT OF CITY TO DESIGNATE RECYCLABLES.

The city reserves the right to add other items as designated recyclables at a later date, as allowed by the Solid Waste Management Commission of Marshall County.

§ 50.048 PUBLIC EDUCATION.

(A) (1) The recyclables hauler will develop a plan of education so as to inform his or her clientele of the requirements of this subchapter imposed upon the collection of garbage, refuse and recyclables.

(3) As a part of this educational effort, the recyclable hauler will distribute, in printed form, a statement of his or her collection schedule as well as a statement of items that are recyclable and an explanation concerning how the garbage/refuse and recyclable system is to operate. This printed statement shall be distributed to existing and new customers in either English and Spanish language form as required.

(4) Any cost associated with the educational effort shall be the exclusive responsibility of the recyclables hauler.

(B) The city shall annually post educational information on the city website and/or social media.

(2013 Code, § 13-106) (Ord. 14473, passed 8-8-1994)

§ 50.049 ENFORCEMENT OF CHAPTER.

(A) Licensed haulers shall assist the City in enforcement of the requirements of the Chapter where possible and provide information to their customers that meet the requirements of this Chapter.

(B) Property owners or Persons contracting for Refuse or Recyclable collection found in violation of this Chapter may be subject to code enforcement action as adopted by council resolution.

§ 50.999 PENALTY.

(A) Any person who violates the provisions of this chapter for which no specific penalty is prescribed shall, upon conviction, be punished by a penalty as provided in § 10.999(A) of this code of ordinances. In addition to the criminal penalty set forth in this division (A), a violation of this chapter for which no specific penalty is prescribed is a municipal infraction.

(2013 Code, § 13-60)

(B) (1) The fine for each violation of this chapter shall be set by council resolution.

(2) The method and procedure of payment and collection for each violation of this chapter shall be the same as that provided for the payment collection of fines for violation of city ordinances under state law.

(2013 Code, § 13-18)

(Ord. 10761A, passed 5-24-1965; Ord. 12993, passed 9-27-1976; Ord. 14340, passed 12-27-1990; Ord. 14473, passed 8-8-1994; Ord. 14472, passed 8-25-1994; Ord. 14830, passed 5-12-2008; Ord. 14876, passed 7-12-2010; Ord. 14913, passed 11-26-2012; Ord. 14933, passed 9-8-2014; Ord. 14970, passed 11-27-2017)

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: September 11, 2023
RE: McFarland Clinic Request for On Street Parking – E Merle Hibbs Blvd

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:

None specific to this item.

Recommendation:

Consider request by McFarland Clinic and Provide Direction to City Staff

Budget Impact:

Public Works staff have estimated the cost to modify pavement markings and provide signage to remove the two-way center left turn lane and allow parking on the north side of E Merle Hibbs Blvd in this vicinity to be \$1,498.

Description/Background:

On August 2nd, the city received a call from Ron Frantzen of McFarland Clinic regarding the need to allow parking on E Merle Hibbs Boulevard in relation to their new facility not having enough on-site parking. In discussion between Deb Wollam and myself, we expressed concerns with allowing parking in a travel lane, as it is painted today, and offered McFarland Clinic the opportunity to request temporary changes at a City Council meeting until they are able to increase parking on-site. McFarland has indicated they are in the planning stages for additional on-site parking; however, construction would likely not occur until 2024.

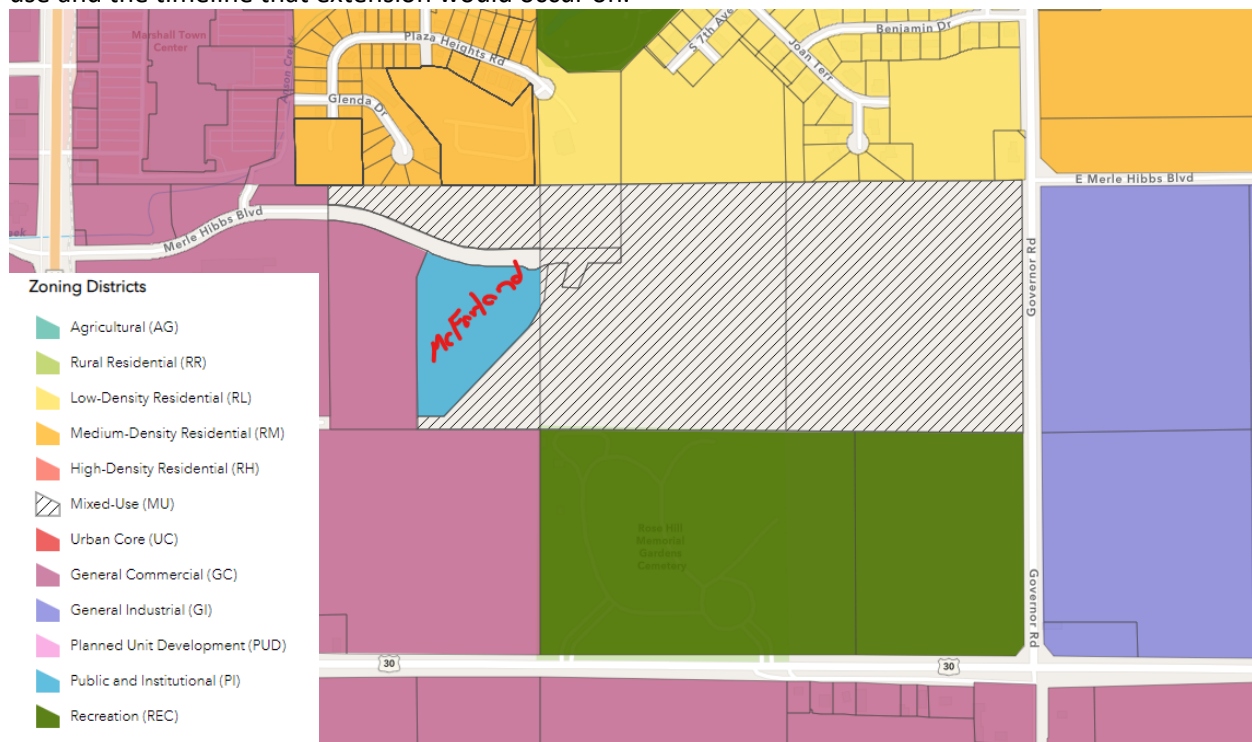
The city extended E Merle Hibbs Boulevard approximately 1,000 feet in 2021. The road has been designated as Major Collector Roadway (similar to Governor Road, Southridge Rd, & 6th St) and was extended with the same lane configuration that E Merle Hibbs Boulevard was and is near Wal-Mart: one east bound lane, one westbound lane, and a center two-way left-turn lane. This lane configuration does not allow for on-site parking as the travel lanes are in the outside lane of the roadway.

CITY COUNCIL

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



Zoning has been set up to allow for Mixed Use between McFarland Clinic on E Merle Hibbs and where the future road is anticipated to extend to Governor Road. Developers will ultimately determine final use and the timeline that extension would occur on.



If and when Development occurs further east in the manner that past planning discussions have indicated, city staff would like E Merle Hibbs Blvd to remain in the current lane configuration (w no parking and a center two-way left turn lane). From a transportation planning and safety perspective, we feel the lane configuration should be consistent from Hwy 14/Center St to Governor Road.

McFarland Clinic will be present at the council meeting and plan to request lane configuration changes to allow on-street parking from Melissa Lane (the road that cuts north to the back side of the mall) to the east.

An aerial layout of the area is shown on the attached sheet.

City staff are requesting the following direction following discussion:

- i. Whether to proceed with requested changes. City staff are further reviewing what we feel would be the safest transition point in lane configuration and it may further east of Melissa Lane (the rear drive entrance to Wal-Mart).
- ii. Are the expenses of making the change to be passed on to McFarland Clinic?
- iii. Should the changes be brought back as a permanent Ordinance Amendment for parking schedules or is there a timeframe limit / restriction associated with the configuration change?

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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



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: Diana Steiner, Finance Director
DATE: September 21, 2023
RE: TIF certification for MCBF Agreement

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: Business development and retention in the downtown area

Recommendation: If the Council decides to continue to have an agreement with Marshalltown Central Business District (MCBD) to maintain a Main Street Program, including business development and retention in the Urban Renewal Area 4, then the recommendation from staff is to use TIF funds.

Budget Impact: FY21 \$ 32,000 TIF
FY22 \$ 35,000 TIF
FY23 \$ 40,000 TIF
FY24 \$ 95,000 LOST

Description/Background: Prior to FY2024, the City used TIF funds to pay for the agreement with the Marshalltown Central Business District. Last November when the agreement was brought to Council the amount could not be settled on in time for the TIF certification, so the funding source was changed to local option sales tax so there would be time to determine the amount. The current agreement of \$95,000 ends 6/30/24.

The current agreement expires 6/30/2024. TIF certifications are due in November, so that is why we are bringing it to your attention now.

DISCUSSION:

1. If the Council wants to renew the MCBF agreement, do you want to change the funding source back to TIF?

2. What amount do you want to certify?

CITY COUNCIL

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



AGREEMENT FOR PUBLIC SERVICES

This Agreement for Public Services (“Agreement”) is made as of the date of the last signature below between the **CITY OF MARSHALLTOWN, IOWA** (“CITY”), an Iowa municipal corporation, and the **MARSHALLTOWN CENTRAL BUSINESS DISTRICT** (“MCBD”), an Iowa non-profit corporation.

RECITALS

WHEREAS, the CITY supports economic revitalization of the CITY’s designated Central Business District; and

WHEREAS, MCBD plays an important role in the economic revitalization of the Central Business District; and

WHEREAS, MCBD maintains a staff; recruits and retains businesses; provides small business resources; represents downtown businesses on local, state, and national levels; plans and executes community events; and supports historic preservation efforts; and

WHEREAS, continued support of MCBD promises to benefit the CITY, its businesses, and its residents through increased business development and commerce; and

WHEREAS, the City Council has determined that MCBD’s activities to revitalize the Central Business District constitutes a valued public service to the residents of Marshalltown for the reasons stated herein.

AGREEMENT

NOW THEREFORE, in consideration of MCBD providing valued public services to the City of Marshalltown, its residents, and its businesses, and other good and valuable consideration, the CITY and MCBD agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to contribute to MCBD an amount not to exceed ninety-five thousand dollars (\$95,000.00) for the period starting July 1, 2023, and ending June 30, 2024, as long as the following conditions are met:

a. MCBD continuously establishes itself as a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and as a 501(c)(3) tax-exempt organization pursuant to application regulations of the Internal Revenue Service; and

b. MCBD uses one hundred percent (100%) of the funds received from the CITY pursuant to Paragraph 1 of this Agreement to fund revitalization activities in the City’s Central Business District; and

c. MCBD provides documentation establishing its compliance with the conditions set forth above in Paragraph 1a and 1b of this Agreement no later than May 1, 2023.

2. **MANNER OF PAYMENT.** The CITY's contribution shall be paid to MCBBD in a lump sum payable not later than August 31, 2023.

3. **ACCOUNTING.** MCBBD shall prepare and submit to the CITY, no later than May 1, 2023, an accounting of all funds received pursuant to this Agreement and offsetting expenditures to ensure such funds are used for revitalization activities in the City's Central Business District.

4. **REPAYMENT.** MCBBD agrees to repay to the CITY any funds received pursuant to this Agreement which it cannot demonstrate have been used for revitalization activities in the City's Central Business District. The determination as to whether a particular expense has been appropriately used for such activities shall be made by the City Council in its sole discretion. In the event repayment is required, MCBBD shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **BREACH.** In the event of a breach of this Agreement, the party prevailing on a breach of contract claim shall be entitled to recover its damages, as well as its reasonable attorney's fees and court costs incurred in the breach of contract action. This provision does not preclude a party from seeking injunctive relief in addition to seeking to recover its damages and reasonable attorney's fees and court costs.

6. **JURY WAIVER.** Both parties voluntarily and knowingly waive the right to a jury trial in any action which is related to this Agreement.

7. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply and bind the successors in interest of the parties. This Agreement contains the entire agreement of the parties on this subject and shall not be amended, except by a written instrument duly signed by the CITY and MCBBD. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. Iowa law governs the interpretation and enforcement of this Agreement.

8. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

9. **APPROVAL; AUTHORITY.** This Agreement is expressly contingent upon approval by the City Council of Marshalltown, Iowa.

10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not

signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. MCBBD and the CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

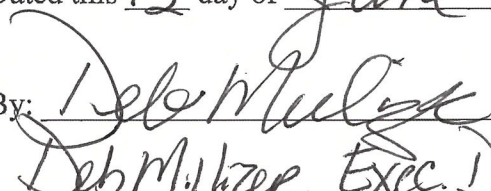
11. **EXECUTION.** and if executed by both MCBBD and the CITY, this Agreement shall become a binding contract.

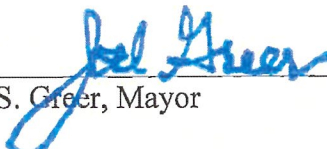
**MARSHALLTOWN CENTRAL
BUSINESS DISTRICT,**
an Iowa non-profit corporation

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this 13 day of June 2023

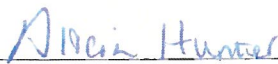
Dated this 13th day of June 2023

By: 

By: 

Deb Mulvaney Exec. Director
(Print Name), (Print Title)

Joel T.S. Greer, Mayor

Attest: 

Alicia Hunter, City Clerk

Address: 16 East Main Street, Ste 280
Marshalltown, IA 50158

Address: 24 North Center Street
Marshalltown, IA 50158

Telephone: (641) 844-2001

Telephone: (641) 754-5701

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: Diana Steiner, Finance Director
DATE: September 21, 2023
RE: TIF certification for Chamber Agreement

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: Communicate to citizens to better promote Marshalltown and attract new businesses and retain existing businesses.

Recommendation: If the Council decides to contract out economic development services with the Chamber of Commerce, then the recommendation from staff is to continue to use TIF funds.

Budget Impact: \$50,000 was paid annually to the chamber for FY20-FY24

Description/Background: The City has had an agreement with the Chamber of Commerce for economic development services to pay \$50,000 each year for the last five fiscal years. The current agreement ends 6/30/2024 and per the agreement, it will automatically renew for successive one-year terms unless either party terminates or creates a new agreement. In the past, the City has certified this expense to the County Auditor under the Urban Renewal Area 3. TIF certifications are due in November for FY25, so that is why we are bringing it to your attention now.

DISCUSSION:

1. If the Council wants to renew the Chamber of Commerce agreement, will you continue to use TIF funds? If so, I will include on our TIF certification.

2. Do you want to use the same \$50,000 amount or a different amount?

CITY COUNCIL

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



2019-318
**AGREEMENT FOR ECONOMIC DEVELOPMENT
SERVICES**

THIS AGREEMENT entered into this 25 day of November, 2019, by and between **CITY OF MARSHALLTOWN, IOWA** (hereinafter "City"), and **MARSHALLTOWN AREA CHAMBER OF COMMERCE** (hereinafter "MACC").

WHEREAS, the City wishes to contract for Economic Development Consulting Services, and;

WHEREAS, MACC wishes to provide Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term and Renewal.** This Agreement shall be for a term of five (5) years, effective July 1, 2019, and ending June 30, 2024. This agreement shall automatically renew for successive one year terms unless either party terminates the Agreement or in the event a new agreement is executed. Any renewal term is contingent on and subject to budget appropriation adopted annually by the City Council.

2. **Services to be Provided.** During the term of this Agreement, MACC shall:

- Respond to Request for Proposals received from the State of Iowa, Iowa Area Development Group or other sources.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
- Produce materials that market and promote the City including a website and information packets for prospective businesses.
- Provide quarterly analyses of economic data provided in the Digest.
- Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

3. **Fees and Expenses.** The City agrees to pay MACC a fee of \$50,000 for the services outlined in this Agreement (the "Fee"). The Fee shall be paid in quarterly payments to MACC. The Fee is subject to and conditioned on budget appropriation from the City Council.

4. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

5. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

6. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

7. **Performance Measures.** MACC shall provide the deliverables outlined in the Scope of Work. Performance measures are included for each item and will be used to evaluate the work performed throughout the entire term of the Agreement.

8. **Scope of Work.** The Scope of Work listed below is intended to clarify roles around economic development and outline the expectations of both the City and MACC in regards to economic development in Marshalltown.

- A. **Business Retention and Expansion.** The City wants to ensure existing businesses thrive and remain or expand in Marshalltown. MACC shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Marshalltown. MACC shall develop concepts which promote existing business.

Performance measure:

- Development of business community data
 - Retention rate for existing businesses
 - Existing employee headcount for the 10 largest employers
 - Other data as reasonably requested by and coordinated with the City
- Provide access to technical assistance to existing businesses to assist them to retain jobs and/or expand.
- Bring or organize appropriate seminars and training to Marshalltown, or offered within the region that would benefit Marshalltown-based companies.
- Execute a business retention plan with existing major employers.
- Analysis of existing businesses by utilizing information from the Secretary of State to evaluate growth, decline, establishment, or closure of existing businesses

within the City of Marshalltown.

- Develop or recommend training & education opportunities to start-up businesses.
- Provide resources to entrepreneurs as requested.

- B. **Business Attraction.** MACC shall take steps necessary to ensure that Marshalltown is involved in pursuing prospective businesses at local, state, and national levels. In addition, MACC shall actively promote the City at the state, and national, levels, particularly to companies identified in an economic development plan. MACC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and MACC will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct promotional or marketing visits annually with site selectors.
- Measure and track new businesses in Marshalltown.
- Report on employee headcount, wages, and capital investment attributed to the 10 largest employers.
- Advise on number of business contacts made and status of pending projects.
- Maintain active website with updated content related to economic development
- Create and maintain community profile with state and regional economic development agencies.

- C. **Strengthened Relationship with State and Regional Economic Development Organizations.** These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Marshalltown can do to provide an attractive business package. MACC shall serve as the primary point of contact for the City for economic development related purposes.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for Marshalltown.

- D. **Market Statistics and Demographics.** The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Marshalltown.

Performance measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies of Marshall County and Marshalltown (as available) to inform

economic development strategy

- E. **Reports and Presentations to the Mayor and City Council.** MACC shall provide a written report for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report quarterly to Mayor and City Council.
- Semi-annual presentation to Council.
- Timely updates to Mayor and City Council on potential and ongoing projects as necessary.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of MACC. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects MACC to show evidence of experience in conducting trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development efforts.

B. **Performance Matrix.** The parties agree that the annual goals shall match the MACC's Entrepreneurial Operating System (EOS) metrics.

9. **Independent Contractor Indemnification.** The parties to this Agreement agree that MACC is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. MACC and the City agree to indemnify, defend, and hold harmless each other, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this Contract.

10. **Indemnification.** MACC and the City shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances. The City agrees to also indemnify, defend and hold harmless MACC, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

11. **Workers' Compensation Insurance.** MACC shall provide any workers' compensation insurance for its employees as required by State law. MACC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

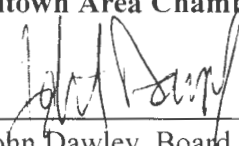
12. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. MACC shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

13. **Conflicts of Interest.** MACC agrees that no employee of MACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with MACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Marshalltown Area Chamber of Commerce

BY: _____

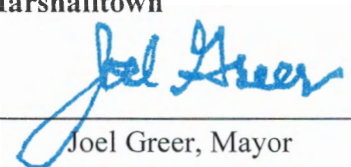

John Dawley, Board Chair

BY: _____

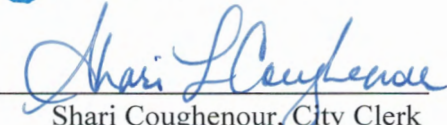

Lynn Olberding, President & CEO

City of Marshalltown

BY: _____


Joel Greer, Mayor

ATTEST: _____


Shari Coughenour, City Clerk

13. **Conflicts of Interest.** MACC agrees that no employee of MACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with MACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Marshalltown Area Chamber of Commerce

BY: _____
John Dawley, Board Chair

BY: _____
Lynn Olberding, President & CEO

City of Marshalltown

BY: _____
Joel Greer, Mayor

ATTEST: _____
Shari Coughenour, 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: Diana Steiner, Finance Director
DATE: September 21, 2023
RE: FY24 GO bond issuance

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: Multiple

Recommendation: Discuss projects, dollar amount to be borrowed and timing of issuing bond

Budget Impact: To be determined based on direction of Council

Description/Background:

When preparing the FY24 budget the following projects were identified in the Capital Improvement Plan (CIP):

\$ 500,000	Sidewalk Gap Projects
\$ 7,146,000	Downtown Implementation Plan Phase 2 - East Main St from Center to 3rd Ave and Center St. to Church St.
\$ 710,000	State Street Stormwater Outlet N 3rd St to N 4th St
\$ 3,000,000	Street Improvements
<u>\$11,356,000</u>	CIP TOTAL FOR FY24

1. Per the City's policy, our debt capacity limit is 70% of the 5% legal limit or \$9.8 million this fiscal year for General Obligation Debt (see handout for FY24-29 Debt Capacity Calculations). Council could increase the limit to 75% of the 5% legal limit, which would put debt capacity limit to \$14.4 million. You could have a resolution for a one-time exception to the policy or update the policy. You can see from the handout that valuations are estimated to increase significantly, so for future years the 70% of the 5% legal limit may still work.
2. Since we borrowed \$13.125 million earlier in calendar year 2023 (State Revolving Fund Headworks & CIPP), if the bond closing date takes place before 12/31/23, the bond would be non-bank qualified since the overall borrowing this calendar year exceeds \$10 million (interest rates may be .25% higher). If the City waits to borrow until calendar year 2024, we could issue up to \$8.675 million in GO debt (\$1.325 million will be borrowed for the State Revolving Fund sponsored project).

CITY COUNCIL

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



3. If keeping with our normal timelines for bond issuance, the dates would be:

Set date of public hearing	Oct. 9
Hold public hearing	Oct. 23
Bond sale	Nov 13
Authorize/issuance proceedings	Nov 27
Bond closing (receive proceeds)	Dec 12

If changing to a 2024 bond sale date (no bond payments due in FY24):

Set date of public hearing	Nov. 13
Hold public hearing	Nov. 27
Bond sale	Jan. 8
Authorize/issuance proceedings	Jan. 22
Bond closing (receive proceeds)	Feb. 6

Discussion:

- A. **What projects do you want to bond for and at what level?** The Public Works Director recommended waiting on the sidewalks if not enough funds to borrow.
- B. **Do you want to increase the debt capacity limit?** The City currently has a policy of a limit of 70% of the 5% legal limit. This would allow you to borrow more than \$9.8 million.
- C. **What calendar year do you want to borrow?** CY23 bonds will be non-bank qualified, so interest rates are usually .25% higher. For CY24 you could stay within \$10 million of borrowing and be bank qualified or borrow more than \$10 million and be non-bank qualified.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
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CITY OF MARSHALLTOWN, IOWA

LEGAL DEBT CAPACITY CALCULATIONS (assumes 2% growth rate in valuations FY26-29)

FISCAL YEAR	CONFIRMED FY 2023	CONFIRMED FY 2024	Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
100% VALUATION** (2% annual growth FY26-29)	\$ 1,819,258,414	\$ 1,856,302,458	\$ 2,181,416,852	\$ 2,225,045,189	\$ 2,269,546,093	\$ 2,314,937,015	\$ 2,361,235,755
5% LEGAL DEBT CAPACITY	90,962,921	92,815,123	109,070,843	111,252,259	113,477,305	115,746,851	118,061,788
MINUS							
General Obligation Debt	(57,990,000)	(53,235,000)	(47,725,000)	(42,085,000)	(36,735,000)	(31,845,000)	(27,470,000)
TIF Rebate Agreements	(1,670,803)	(1,893,518)	(1,986,804)	(1,821,490)	(1,642,676)	(1,463,862)	(1,298,548)
REMAINING DEBT CAPACITY	\$ 31,302,118	\$ 37,686,605	\$ 59,359,039	\$ 67,345,769	\$ 75,099,629	\$ 82,437,989	\$ 89,293,240
	Maximum per legal limit						

CITY OF MARSHALLTOWN, IOWA CURRENT POLICY

LEGAL DEBT CAPACITY CALCULATIONS* (At 70% Debt Capacity Model)

FISCAL YEAR	CONFIRMED FY 2023	CONFIRMED FY 2024	Estimate FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
100% VALUATION** (2% annual growth)	\$ 1,819,258,414	\$ 1,856,302,458	\$ 2,181,416,852	\$ 2,225,045,189	\$ 2,269,546,093	\$ 2,314,937,015	\$ 2,361,235,755
5% LEGAL DEBT CAPACITY at 70%	90,962,921 63,674,044	92,815,123 64,970,586	109,070,843 76,349,590	111,252,259 77,876,582	113,477,305 79,434,113	115,746,851 81,022,796	118,061,788 82,643,251
MINUS							
General Obligation Debt	(57,990,000)	(53,235,000)	(47,725,000)	(42,085,000)	(36,735,000)	(31,845,000)	(27,470,000)
TIF Rebate Agreements	(1,670,803)	(1,893,518)	(1,986,804)	(1,821,490)	(1,642,676)	(1,463,862)	(1,298,548)
REMAINING DEBT CAPACITY	\$ 4,013,241	\$ 9,842,068	\$ 26,637,786	\$ 33,970,092	\$ 41,056,437	\$ 47,713,933	\$ 53,874,703
	Maximum per city policy which is 70% of 5% legal limit						

If raised maximum to 75% of 5%

\$14.4 million